**Electricity Store Circle,**

**Paschimanchal Vidyut Vitran Nigam Ltd.**

**Victoria Park, Meerut**

|  |
| --- |
| **scan0001** |

**E-Tender No. ESC/MRT/06/2024-25**

**Tender description:** Providing GPS Enabled diesel operated commercial vehicle in ESD, Saharanpur (Capacity at least 4 Ton-1 No) commercial vehicle to carry out the work of carriage of all Store materials & Distribution Transformers from one store center to another store center under the jurisdiction of PVVNL Meerut including loading, unloading and Proper stacking including charges of driver, labour, toll tax & border tax etc. (for a period of one year)

**NIT**

*Issued By :*

*Office of The*

*Superintending Engineer*

*Electricity Store Circle, Pvvnl, Meerut*

*Website* ***:-* https://www.etender.up.nic.in */ https://www.pvvnl.org***

*Date of Opening of part-1:* *03.01.2025 at 16:00 Hrs*.

*Tender Cost (inclusive GST) :1770/- Non Refundable.*

*Earnest Money : 20,000/-*

*Last Date & Time of Submission :- 03.01.2025 up to 13:00 Hrs*.

E-Tender Notice

E-tenders are invited in two parts (Part-I Techno Commercial Bid and Part-II Price Bid) for the work of Providing GPS Enabled diesel operated commercial vehicle in ESD, Saharanpur (Capacity at least 4 Ton-1 No) commercial vehicle to carry out the work of carriage of all Store materials & Distribution Transformers from one store center to another store center under the jurisdiction of PVVNL Meerut including loading, unloading and Proper stacking including charges of driver, labour, toll tax & border tax etc. (for a period of one year). Bid documents (Tender Specification) is available online on <https://etender.up.nic.in> as per particulars indicated below. Any changes in the Bid Schedule, corrigendum etc. shall also be notified via same website. Prospective bidders are therefore requested to regularly check the website for any updates.

|  |  |  |
| --- | --- | --- |
| **Sr. No.** | **Particulars** | **Details** |
| 1 | e-Tender No. | **ESC/MRT/06/2024-25** |
| 2 | e-Bid Portal (website) | https://etender.up.nic.in |
| 3 | Name of Work | Providing GPS Enabled diesel operated commercial vehicle in ESD, Saharanpur (Capacity at least 4 Ton-1 No) commercial vehicle to carry out the work of carriage of all Store materials & Distribution Transformers from one store center to another store center under the jurisdiction of PVVNL Meerut including loading, unloading and Proper stacking including charges of driver, labour, toll tax & border tax etc. (for a period of one year). |
| Supply of material with quantity | - |
| 4 | e-Tender Cost | 1770 with GST (Non Refundable) |
| 5 | Earnest Money deposit | 20000/- (Rs. Twenty Thousand) |
| 6 | Document Downloading/sale date starts | 19.12.2024 |
| 7 | Document Downloading/sale date end | 03.01.2025 up to 13:00 Hrs. |
| 8 | e-Bid submission start date | 19.12.2024 |
| 9 | e-Bid submission end date | 03.01.2025 up to 13:00 Hrs. |
| 10 | Opening date of e-Bid part-I | 03.01.2025 at 16:00 Hrs. |
| 11 | Opening date of e-Bid part-II (price part) | Will be notified later. |

**Note:-** Bid shall be accepted through the e-tender portal. Tender issuing authority is not responsible for the delay/downloading of tender document by the recipient due to any problem in accessing the e-tender website. The tender issuing authority is also not responsible for delay in uploading bids due to any problem in the e-tender website. Cost of Bid document (in the form of NEFT/RTGS) & Earnest Money Deposit (EMD (in the form of NEFT/RTGS) shall be in favour of Executive Engineer Electricity Store Division P.V.V.N.L Saharanpur Main, Saharanpur, Pin Code – 247001, Account No. 00810200000165, IFSC Code. BARB0SAHARA further details are available at website: <https://etender.up.nic.in>.

Discom reserve the right to reject any or all proposals or cancel the bid without assigning any reason.

**ANNEXURE-1**

**Pre-Qualification conditions**

Short term E-Tender No : ESC/MRT/06/2024-25

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Sl.No** | **Description** | | | | **Yes/No** |
| **(i)** | Tender Cost Rs. 1,770/- Deposited in desired Bank Account and its UTR Detail Uploaded. | | | |  |
| **(ii)** | Earnest Money Rs. 20,000/- Deposited in desired Bank Account and its UTR Detail Uploaded. | | | |  |
| **(iii)** | Copy of PAN card | | | |  |
| **(iv)** | Copy of latest 3 years Income Tax Return Clearances certificate. | | | |  |
| **(v)** | Copy of GST registration certificate (Provisional Certificate not be accepted) | | | |  |
| **(vi)** | The bidder should have a minimum average annual turnover (MAAT) of Rs. 17.00 Lac per annum for the best three financial years out of the last five financial years. The audited balance sheet / CA's certificate shall be enclosed in support of above. | | |  |  |
|  |  |
|  |  |
| **(vii)** | Solvency :- The bidder should have a minimum solvency of Rs. 3,00,000.00 (Rs. Three lac Only) or credit facility for the same from nationalized/scheduled bank. | | | |  |
| **(viii)** | Experience | a. | Copy of satisfactory work performance certificate for the work, issued by Executive Engineer or other competent authority (not below the rank of Executive Engineer) for the works as above in last two years. | |  |
|
| **(ix)** | R.C. of Vehicle (not older 2021) with insurance and pollution Certificate | | | |  |
| **(x)** | Declaration for not black list in PVVNL. | | | |  |
| **(xi)** | Copies of agreement/order against the experience as mentioned above | | | |  |
| **(xii)** | Ownership of the vehicle must be either in the name of firm or proprietor or he may also furnish the copy of no objection certificate from the owner for the vehicle registered power of attorney in the name of firm/proprietor. | | | | |
| **(xiii)** | The second part will be opened only after the conditions of the pre-qualifications are fulfilled. | | | | |

**INSTRUCTIONS TO TENDERERS**.

* 1. Tenderers are requested to go through the instructions carefully and furnish complete information along with their tender offer, failing which their tender may not be considered at all. Tenders shall be received at e-tender portal (http:// etender.up.nic.in) only in two separate parts; each part shall have documents as under:

1. **Tender Bid Part-I:-** Shall contain the details of **Tender Cost, Earnest Money Deposited, Experience, Techno Commercial Prticulrs and other relevant documents with respect to pre-qualification conditions and to be submitted in the prescribed form.** The required documents of this part shall be uploaded online at E-Tender Portal (<https://etender.up.nic.in>) in pdf/jpg format.
2. **Tender Bid Part-II**:- Shall contain the price Bid/ Rate Schedule which is to be uploaded online only at E-Tender Portal (<https://etender.up.nic.in>) in duly filled-in excel format and need not to be submitted in physical form**.**
3. Tenderers are advised to scan the documents of Par-1 from original/ legible copy. Tenderers have to show the original document in case of any doubt for verification/ validation purpose.
4. In case of any inconsistency of the provisions of Form A/B the provision under special Condition of Tender/Instructions to Tenderers will supersede /prevail. Please note that in Form A/B term “UP State Electricity Board” may be read as “P.V.V.N. Ltd.”
5. Only such firms shall submit tender who are either reputed Manufacturers/Contractors of tendered items/works or their accredited agents or others having sufficient experience of the same nature of work and can produce satisfactory evidence that they have necessary resources and organization to under take the work tendered for to the satisfaction of tendering authority.
6. Any portion of the terms and conditions as laid down in the Form A/B or Special Conditions etc. of tender enclosed herewith which is not clear to tenderer, should be got clarified before submission of the tender.
7. The tendering authority does not pledge to accept the lowest or any tender and reserves to himself the right of rejecting/ accepting the whole or any portion of any tender as he may think fit without assigning any reason for non-acceptance or rejection.
8. Superintending Engineer, Electricity Store Circle, Meerut may revise or amend the special conditions of tender prior to the date notified for opening of the tenders. Such provisions and amendments, if any will be uploaded at E-Tender Portal (<https://etender.up.nic.in>), therefore all tenderers are advised to visit e-tender portal prior to the date of opening of tender.
9. A security deposit as required under the enclosed special Conditions of contract shall have to be deposited by the tenderer within 10 days of entering into agreement, if his offer is accepted.
10. Any approach etc. officially or otherwise on the part of the tenderer or his representative shall render his tender to be summarily rejected.
11. The tender fee deposited once will not be refunded under any circumstances, whatsoever.
12. Tenders of those tenderer who have not submitted the proof of payment of prescribed tender fee and earnest money along with tender bid part-I shall be rejected.
13. The tendering authority reserves the right to increase or decrease the tendered quantity or to split the order between two or more parties.
14. In case of ambiguous of self-contradictory terms/conditions mentioned in the tender, interpretation as disadvantageous to the tenderer shall be taken without any reference to tenderer.
15. Any overwriting/cutting/erasing in the tender should be duly signed any stamped.
16. Preference may be given to offers accompanied with certified copies of performance reports from various Govt. agencies, state electricity boards, UP Power Corporation Ltd. etc. in respect of works/supplies offered against this tender.
17. E-Tender preform annexure-I shall be filled in completely by the tenderer in accordance with the instructions contained therein and be submitted in tender bid Part-I.
18. The successful tenderer will have to enter into an agreement within 15 days of receiving the information of acceptance of their tender.
19. In no case payment will be made by letter of credit.
20. Tenderer should quote the earliest period of execution /supply of complete work(s)/ materials. Preference will be given to tenderer offering early completion of works/supplies.
21. Offers of tenderers quoting less than the specified validity may not be accepted at all.
22. Payment will be made on running bills according to the availability of fund from the “corporation” as per the conditions laid hereinafter.

|  |  |
| --- | --- |
| **Signature of Tenderer with Seal** | **SUPERINTENDING ENGINEER** |

**TECHNICAL SPECIFICATION/SPECIAL CONDITION AGAINST**

**TENDER SPECIFICATION NO. ESC/MRT/06/2024-2025**

The specification/special conditions shall be read and construed along with annexed general conditions stipulated in PVVNL standard form 'A' as modified by provision hereunder, but if there is any conflict or inconsistency between the provisions hereunder and those contained in these special conditions shall prevail:-

1. **TENDER BID PART-I:**Shall contain the following:-
   1. **Tender Fee: -** Tenderers are required to deposit prescribed amount towards tender cost in prescribed bank account only either by online transfer / R.T.G.S / N.E.F.T. or any other mode of digital payment and proof of payment i.e. the pay-in-slip or U.T.R. number or any other reference number shall have to be uploaded along with other documents in tender bid part-I. Details of bank account along with IFS Code are annexed herewith. The Tender fee once deposited shall not be refunded/adjusted under any circumstances, whatsoever.
   2. **Earnest Money Deposited: -** Tenderers are required to deposit prescribed amount towards earnest money in prescribed bank account only either by online transfer/R.T.G.S / N.E.F.T. or any other mode of digital payment and proof of payment. i.e. the pay-in-slip or U.T.R. number or any other reference number shall have to be uploaded along with other documents in tender bid part-I, details of bank account along with IFS code are annexed herewith. Tenderers are also advised to submit their bank account details along with a copy of cancelled cheque leaf for refund of earnest money.
   3. **Bank Account Details:-**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **SI.No.** | **Account Name** | **Bank Name & Branch** | **Account No.** | **IFSC** |
| 1 | Executive Engineer Electricity Store Division P.V.V.N.L Saharanpur | Saharanpur Main, Saharanpur | 00810200000165 | BARB0SAHARA |

1. **Scope of Work :**

Providing GPS Enabled diesel operated commercial vehicle in ESD, Saharanpur (Capacity at least 4 Ton-1 No) commercial vehicle to carry out the work of carriage of all Store materials & Distribution Transformers from one store center to another store center under the jurisdiction of PVVNL Meerut including loading, unloading and Proper stacking including charges of driver, labour, toll tax & border tax etc. complete in all respect. They should be independent & capable for aforesaid work. Man power provided by the contractor will manage/cooperate/facilitate in loading/unloading of Store material & transformers at site with T&P, man power etc.

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **S.**  **No** | **Description of Job/Work** | **Vehicle** | **Carriage Capacity** | **Qty.** | **Name of Store Center Where Vehicle Shall Provided** |
| **1** | **2** | **3** | **4** | **5** | **6** |
| **1** | Providing GPS Enabled diesel operated commercial vehicle in ESD, Saharanpur (Capacity at least 4 Ton-1 No) commercial vehicle to carry out the work of carriage of all Store materials & Distribution Transformers from one store center to another store center under the jurisdiction of PVVNL Meerut including loading, unloading and Proper stacking including charges of driver, labour, toll tax & border tax etc. Complete in all respect as per technical specification (for a period of one year) | Diesel Operated Commercial Vehicle | 4 Ton | 01 No. | Electricity Store Center, Saharanpur under Electricity Store Division, Saharanpur |

1. The Vehicle shall be taken on hire in show room condition and model of vehicle should not be earlier than 2021. The vehicle should have proper road permit and insurance with all taxes paid. Having valid pollution certificate for the vehicle during period of contract will also be responsibility of contractor.
2. The contractor shall be solely responsible for any accident to the persons working with/under him and shall have to pay due compensation in accordance with the prevailing rules/regulations of Govt. Contractor shall arrange to have insurance for labours engaged by him and shall have to pay due compensation in accordance with the same. The Corporation will bear no responsibility for the compensation to his labour in case of any accident.
3. The Vehicle shall be taken on hire along with driver. First aid-kit shall have to be made available with vehicle.
4. Executive Engineer (STORE)/Assistant Engineer (STORE) will issue the work memo for taking up the Store Material & Distribution transformer mentioning place of site. The contractor shall have to complete the work within 24 hrs. The contractor need to be used such vehicle for carriage which is near about to carriage material. If contractor fails to complete the work within scheduled time, then Penalty of Rs. 2000 Per ton of material/ Per Transformer or actual carriage cost for that work, whichever is higher will be deducted from bill.
5. Mobil oil/brake oil, other consumable and non consumable items will be provided by the contractor.
6. Transportation of store material/transformer will be done according to terms specified in the work memo/Gate pass. Diversion of destination shall not be done by contractor or his representative. Unloading of carriage store material/transformers will be at proper place of destination as per instruction of AE (Store)/ ASK.
7. CONSORTIUM - No Consortium/ Joint Venture shall be allowed.
8. Work may be allotted to more than one firm on the basis of counter offer on L-1 rates of the tender.
9. Contractor shall handle store material/ transformers with proper care. Any damage/loss of material/ transformers body, transformer oil or any other parts /material of PVVNL during loading/carriage/unloading/stacking etc. shall be the whole responsibility of the contractor. The actual cost of damaged materials/Transformers will be compensated through Contractor’s carriage bill by the concerned Executive Engineer (Store). If he is satisfied that loss/damaged is due to negligent/ mollified working of the contractor or its employees.
10. Diesel shall be provided by the department. The vehicle should not give average less than 8Km/Liter in case of carriage capacity 04 ton of commercial vehicle. If the vehicles provide below mileage in comparison with above mileage then the variation in diesel cost will be borne by contractor. Log book shall be maintain by the driver of the vehicle in which total running of the vehicle shall be entire every day and duly attached by the AE(Store)/ASK. Bill shall be prepared as log book. Payment of diesel will be made by The Executive Engineer under whose control the vehicle are available as per clause no. 41.
11. If a vehicle, already intimated & engaged by contractor, is replaced by him with another vehicle it shall be intimated by contractor in writing to Circle & Division office.
12. **GPS System:-** GPS device complete in all respect of renowned company along with 4G SIM, as the case may be, shall be installed in the vehicle by the contractor, running charges of SIM etc. shall by borne by the contractor. Contractor/vendor shall provide a system/software for VTS (vehicle tracking system) to view the real time location, history and the route travelled. Penalty of Rs. 500/- per day per vehicle will be imposed for non working of GPS system. Amount shall be deducted from the bill of corresponding month.
13. Driver of the vehicle skilled person employed by the contractor shall be given smart phone (Android based, Minimum OS version: 4.4, Minimum Ram: 4 GB, Location: GPS enabled, Camera: 16 mega pixel or higher, Screen: 5 inch minimum, Connectivity: 4G) along with 4G SIM by the Contractor. Mobile app devised/provided by the department for the work will be required to be downloaded in the smart phone by the contractor. App shall be used as per the Instructions of PVVNL. The app will evolve over the period of time and vendor shall use the functionality as per the requirement of PVVNL.
14. Any other material facility will not be provided by PVVNL to Contractor/driver except standard quantity of diesel.
15. In the event of any accident contractor shall arrange immediate treatment in the govt./private hospital/Nursing home, as the case may by, at his own cost. In case of any accident/medical department will not be responsible at any condition.
16. Contractor shall provide additional vehicles or withdraw on a notice of 07 days by the concerned Executive Engineer (Store).
17. Expenditure incurred on maintenance/repairs/servicing will be borne by the contractor.
18. Vehicle should be properly insured. Any damages due to accident, agitation, fire, theft, riots or jam or whatsoever reason will be borne by the contractor. PVVNL will not entertain any claim whatsoever in this regard.
19. Any accident fatal or minor, if takes place PVVNL shall not be responsible for any loss/damages etc. to any party.
20. The Contractor will write on vehicle in large Font- **ON DUTY OF if”pekapy fo|qr forj.k fuxe fy0**.
21. Driver/labour shall in no way be considered for employment in PVVNL under any circumstances, It shall always remain the employee of the contractor.
22. Income Tax or any other Govt. Levy/taxes applicable from time to time under rules shall be deducted from Contractor bill.
23. Legal Claims of driver &labours if any arises at any time will be responsibility of the contractor.
24. All rules and regulations of PVVNL/UPPCL or erstwhile UPSEB FROM "A" shall be strictly followed by contractor.
25. The contractor should ensure the payment of minimum wages to driver & other labourin engage by him through Cheque/RTGS/NEFT as per norms of labour act & other relevant/applicable act.
26. All rules and regulation imposed by ministry of labour govt. of U.P. and Deptt. of Electrical safety will be applicable for this work.
27. Copy of vehicle registration Certificate/ insurance/road tax and road permit has to be submitted by the firm.
28. Ownership of the vehicle must be either in the name of firm or proprietor or he may also furnish the copy letter of consent in the name of firm/proprietor.
29. Bsdsnkj }kjk iwoZ es fd;s x;s dk;Z dk lEcfU/kr dk;kZy; ds vf/k”kklh vfHk;Urk ls uohure larks’ktud izek.k i= miyC/k djkuk vfuok;Z gksxkA
30. Tenderer must have GSTIN with Goods & Service Tax (G.S.T.) and must submit the copy of the same.
31. Tenderer must have Permanent Account Number (PAN) and must submit the copy of the same along with latest 3 years available ITR.
32. The Minimum Average Annual Turnover (MAAT) for the best three years out of the last Five Financial years MAAT should not be less than Rs. 17,00,000.00 (Rs. Seventeen Lac Only)
33. Solvency :- The bidder should have a minimum solvency of Rs. 3,00,000.00 (Rs. Three Lac Only) or credit facility for the same from nationalized/scheduled bank.
34. Bsdsnkj }kjk bl vk'k; dk 'kiFk&i= fd iwoZ esa ns'k ds fdlh Hkh fMLdke ds vUrxZr fdlh Hkh forj.k bdkbZ }kjk QeZ dks dkyh lwph es ugha Mkyk x;k gSA
35. All T&P including rope, chain tackle, crane, hydra, bamboo ladder, safety belt and hand gloves, gumboot etc. will be arranged by the Contractor.
36. The contractor shall not employ the labour below the age of 18 years.
37. During loading, unloading of Material/Transformers at Stores/site all precautions & safety measures have to be ensured by the firm.
38. Monthly bills shall be required to be submitted by the firm in Office of Electricity Store Division Saharanpur within seven days after completion of the month & 100% payment shall be made by CPC Cell PVVNL H.Q. Meerut after deductions of taxes/penalties as per rules. as per availability of funds.
39. One vehicle will be available for 24 hours under the control of following store center :-

|  |  |  |  |
| --- | --- | --- | --- |
| **Sr. No.** | **Name of Store Center** | **Quantity of Vehicle** | **Carriage Capacity** |
| 1 | Saharnapur | 1 Nos. | 04 Ton |

The location of vehicle may change from above mention location as per actual requirement.

1. **List Of Documents To Be Uploaded In Bid Part –I** : - evidence for payment of tender fee and EMD, duly filled-in and signed tender performs. Along with the documents fulfilling pre-qualification criteria needs to be submitted serially numbered. **Tenderers are advised to upload required documents only.**
2. The Earnest Money deposited by the tenderer will be refunded after finalization of the tenders, in event of his tender being rejected. And in case tender is accepted, the earnest money shall be returned by the tendering authority against the security deposit specified under and shall be released only on receipt of security for the full amount as per provisions of the contract.
3. It may be noted clearly that in case the offer is not with payment of tender fee, earnest money and sufficient experience certificate / resources / organization proof to undertake the above work tender bid part-II of the tender shall not be opened.
4. Any other information, which may be considered necessary by the tenderer but, not covered in the specification, be submitted.
5. **TENDER BID PART-II: -** The tenderers have to quote/submit the prices only at E-Tender Portal (https://etender.nic.in) hence there is no need to submit price bid in hard copy.
6. **PRICES** : Quoted prices shall remain "FIRM & FIRM" in all respect exclusive of GST throughout the currency of the contract/ agreement.
7. **TAXES** : The rates should be quoted exclusive of **GST.**
8. **SECURITY DEPOSIT** :

The successful tenderer/contractor will be required to deposit security equal to 10% of the total value of the work for faithful performance of the work before execution of agreement in the form of FDR duly pledged in favour of Executive Engineer, Electricity Stores Division, Saharanpur issued by any Indian Nationalized Bank.

***OR***

Bank guarantee in favour of Executive Engineer, Electricity Store Division, Saharanpur of the concerned town as per the Performa to be provided by PVVNL. The BG shall be valid till completion of contracted period along with extra 6 months as claim period. The performance security shall be refunded to the contractor after 6 months of completion of the contract as per the Agreement. The bidder has to first furnish the performance security amount and then commence work. Failure in furnishing the performance security shall result in annulment of the award and forfeiture of the earnest money.

1. **TERMINATION OF AGREEMENT:**
   1. The Engineer of the contract can terminate the agreement at any time by giving one months notice in the event of unsatisfactory performance of the contractor. This is however without prejudice to the other terms and conditions of the agreement.
   2. Contractor/contractor- representative/workers shall not demand anything in kind or cash from the consumers in lieu of work. If such evidences are found then agreement will be terminated without any notice & other legal action will also be taken.
   3. On evidences of theft / misuse of transformer oil/materials of department by contractor/person engaged by the contractor. Contract/Agreement will be terminated without any notice and legal action shall also be taken.
   4. In addition to penalty as mentioned in penalty clause repeated failure of contractor to store Material and transformer to Store center/site within time will lead to termination of contract.
2. **VALIDITY OF TENDER: -** 180 days from the date of opening of tender, for this agreement duly filled & signed s per annex – I to be compulsorily submitted.
3. **SCHEDULE OF GENERAL INFORMATION: -** Tender Proforma duly filled and signed as per annex.-II is to be compulsorily submitted.
4. **PERIOD OF AGREEMENT**:- Period of the tender will be one year from the date of L.O.I./Agreement. However, depending upon the performance of agency or as per requirement of PVVNL contract may be terminated at any time with prior notice to the firm. Period of contract may be extended for another six months on mutual consent.
5. Payment for additional vehicle under variation clause shall be made on pro-rata basis for the days of engagement of the vehicle for the work and in case of reduced requirement of vehicle the payment shall be made accordingly.
6. Executive Engineer Concerned shall ensure that contractor has complied with the labour laws/regulations before making payments to the firm.
7. Contractor has to engage the required man power along with material handling equipment for carrying out the work within defined time that is within 24 hours of getting the work memo. Contractor may use crane/hydra/other equipment in place of more labours to get the work carried out within time.
8. **COMPENSATION** :

In case of any causality which have taken place with the labour during, the currency of agreement, contractor would be liable to pay the sums to the dependents of the labourers in accordance to workmen compensation act/orders of Corporation or Government.

1. The contractor will keep the vehicle in proper running condition. If vehicle comes under breakdown, the contractor will arrange another vehicle at his own cost within 2 to 4 hrs. After that it will be assumed that vehicle is not available and deduction will be made for that date from bill.
2. **ARBITRATION/SETTLEMENT OF DISPUTE**:

In case of any dispute arises in between the contractor and the Engineer of contract, the decision of MD, PVVNL, Meerut will be final and binding on both. All legal dispute will be under jurisdiction of Hon'ble High Court of Allahabad, U.P.

1. If at any moment any conflict arises between general conditions erstwhile UPSEB form ‘A’ all special condition of this tender, the special conditions (mentioned here) shall prevail
2. **SPLITING OF ORDER:-**

The Purchaser reserves the right to split the order among various successful tenderers in any manner he choose without assigning any reasons what so-ever.

1. **SAFETY OF MATERIAL/EQUIPMENT DURING TRANSIT:-**

The contractor should check the material/equipment before execution of work to satisfy himself that the material being taken over by him is in good and sound condition. He should immediately bring in the notice of the Engineer of the contract, the fact, in case the material is not found in good and sound condition. Otherwise it will be presumed that he has taken the material/equipment in good and sound condition.

The work is to be carried out without any damage and loss, shortage of the material during loading at site/place transit journeys by carrier, shifting and unloading at Store/places Cost as fixed by the department, in respect of damage/shortage if any, shall be debited to the contractor without any dispute and recovery shall be made from their pending bills/security and against custody of material to be given for transportation. The damaged material will be the property of the Corporation and the contractor will be paid for the journeys performed, if any on this account.

1. **LEFT OVER WORK:-**

If the contractor fails to execute the work within the stipulated period, the order placing authority reserves the right to get the work executed by any other agency. The excess expenditure, if any incurred in this connection plus 15% supervision charges shall bedebitable to the contractor and recoverable from the security amount or any running/pending bill(s) or through any other credit of the contractor available with the PVVNL.

1. **WORK THROUGH OTHER AGENCY:-**

Notwithstanding the agreement executed with the contractor, the Engineer of the contract always reserves the right to get the work done departmentally or through any other agency. The contractor shall have no objection and claim over such work.

1. **SUBLETTING OF THE CONTRACT:-**

The contractor shall not assign or sublet the contract/work to any other party/person without prior written approval from the Engineer of the Contract.

1. **TRUCK LOAD:-**

Carriage for full truck or trailor load cannot be guaranteed. The contractor will have to cart the part load also if ordered by the Engineer of contract or his authorized representative. However the contractor may mention carriage load for each of his registered truck/trailer in the Tender documents. Effort shall be made by the department to issue dispatch instructions according to the carriage load capacity specified by contractor though it cannot be guaranteed.

1. **PROVISIONS OF LABOUR LAW:-**

In every case in which by virtue or provisions of labour laws in force in the state of Uttar Pradesh & rules and regulations made their under, the corporation is required to make any payment or incur any expenditure in connection with the work executed by the contractor, the same shall be recovered from the contractor without prejudice to the other rights of the corporation by deducting it either from the security money deposits by the contractor or from his credits lying with the corporation whether under this contract or otherwise.

1. **RATE FOR WORK NOT COVERED UNDER THIS AGREEMENT:-**

All special works for which rates have not been specified in the agreement and do not come under the preview of this contract, may be decided mutually between the contractor and the Engineer of the contract. If subsequently desired so the Engineer of the contract is free to get work done by any other agency.

1. **DEDUCTION OF G.S.T.:-**

Income tax deduction shall be made from the bills etc. of the contractor as per rules in force at the time of payment.

1. **COMPENSATION AGAINST ACCIDENTS:-**

The contractor shall be fully responsible for the payment of total value of the compensation on account of any accident which occurs during execution of work including third party risk claim. The Engineer of contract shall have full right to recover such claims/compensation from the contractor.

1. **CHANGE OF TRUCK ROUTE:-**

If becomes necessary to change the route due to change in transport agency or changes due to any other reason whatsoever, intimation will have to be telephonically given by the contractor from the places of such occurrence, to the Engineer of the contract.

1. **VALIDITY:-**

The rates quoted in the tender shall be valid for six months from the date of opening. During this period the rates will remain firm.

1. Comparison of rates and value of the work shall be calculated jointly and separately.
2. **PERIOD OF AGREEMENT:-**

The order is for a period of one year. However, depending upon the performance of agency or as per requirement of PVVNL contract may be terminated as mention is clause no. 50. Period of contract may be extended for another six months on mutual consent.

1. **SAFE CUSTODY OF MATERIAL:-**

In one lot the quantum of material to be handed over to contractor shall be less than the security amount and/pending bills to be kept pending till the return of material at designated site.

1. **PAYMENT :-**

Payment of running bills will be made by the C.P.C PVVNL H.Q. Meerut subject to the availability of funds from corporation headquarter.

1. **INSURANCE:-**

The rates quoted shall also include transit cum storage insurance for 30 days. All the claims lodged/receipt of payment of insurance shall be done by the contractor.

All the responsibilities in this regard shall be of the contractor only.

|  |  |
| --- | --- |
| **Signature of Tenderer with Seal** | **Superintending Engineer** |

**Other Condition-**

1. The vehicle will be available at store center 24x7 full month.
2. A log book will be maintained by the driver of vehicle in prescribed format and counter signed after every journey by Store Keeper/ Assistant Engineer Store.
3. If any working day no work of transport given to the vehicle than an entry will be made in log book as “ vehicle available at store center duly signed by Assistant Store Keeper and Assistant Engineer Store both.
4. If vehicle not provided by the firm any day then no payment will be given to the firm on that day on pro-rata basis.
5. In case of non-working of G.P.S. Rs 500/ per day or Rs 5000/- max per month per vehicle will be charged from the firm bills.

Annexure-I

**Part-I**

**Note:**

1. To be made on non judicial stamp paper of Rs. 100/-.

**DECLERATION**

**E-Tender Invited by** The Superintending Engineer

Electricity Store Circle

Pashchimanchal Vidyut Vitran Nigam Limited

Meerut

**Tender for :-** Providing GPS Enabled diesel operated commercial vehicle in ESD, Saharanpur (Capacity at least 4 Ton-1 No) commercial vehicle to carry out the work of carriage of all Store materials & Distribution Transformers from one store center to another store center under the jurisdiction of PVVNL Meerut including loading, unloading and Proper stacking including charges of driver, labour, toll tax & border tax etc. (for a period of one year).

**E-Tender Specification No ESC/MRT/06/2024-25**

**Name of Tenderer**  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Date of opening of bid part-1:** 03.01.2025 at 16:00 Hrs.

In consideration of the **Paschimanchal Vidyut Vitran Nigam Limited,** having treated the tenderer to be an eligible person whose tender may be considered, the tenderer hereby agree to the conditions that the proposal in response to the above invitation shall not be withdrawn by us within 180 days from the date of opening of tender bid Part –I & II, also to the conditions that if thereafter the tenderer does withdraw his proposal within the said period, the earnest money deposited by him may be forfeited to the U.P. Power Corporation Ltd. in the discretion of the purchaser. The purchaser may debar the tenderer from tendering for a minimum period of one year reckoned from the date of opening of the tender.

Signed this \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 2024.

Place :

Signed by

State title whether Proprietor/Partner

(With complete address & Seal)

Annexure-II

**(E-TENDER FORM)**

**E-TENDER. No. ESC/MRT/06/2024-25**

**(To be filled sand submitted by the Tenderer in Tender Bid Part-I)**

**IMPORTANT INSTRUCTIONS TO TENDERERS:**

Your tender shall not be considered if you fail to submit this form duly filled UP Replies should be complete without ambiguity and should be clearly written against each item. Terms such as "Refer covering Letter" etc. shall not be acceptance you may however, attach extra sheets if the space left is not sufficient.

|  |  |  |
| --- | --- | --- |
| **S.No.** | **Particulars.** |  |
| 1. | Specification No. against which you have tendered. |  |
| 2. | U.T.R. / Receipt No. and date by which cost of tender specification was deposited by you. |  |
| 3. | U.T.R. / Receipt No. and date by which amount toword Earnest money deposited with full details, be submitted here. (Enclose) |  |
| 4. | Name and complete address of tendered. (With Mobile No.) |  |
| 5. | Detail of Bank account of the Tenerer.  (attach a cancelled cheque leaf) | Account Name: ………………...……  Account No: ………………………  Bank Name: ………………..………  Bank Branch: ………………………..  IFSC: ……………...………… |
| 5. | Location of offices. |  |
| 6. | Quantity offered (if there are two or more items, state quantities separately with units) with tolerance. | Full. |
| 7. | Do you agree to all conditions of the tender specification. |  |
| 8. | Name and detailed address of your authorized representative against this tender. |  |
| 9. | E-mail addresses for correspondence and receiving of dispatch instruction (D.I.) |  |
| 10. | Full name and address of tenderers, proprietor / partners Directors be given. |  |
| 11. | Do you agree to furnish 10% security deposit, if order is placed with you? (Answer Yes/No). |  |
| 12. | Give GST Registration No. enclose copy |  |
| 13. | Please enclosed a certified copies of the latest Income Tax Clearance Certificate. Enclose copy |  |
| 14. | Experience of the work (Given sufficient details for last three years or more) |  |
| 15. | Please enclose statement of past/ current supplies/ execution of works of similar nature along with order copies. |  |
| 16. | Whether all the scheduled and documents required have been submitted or not? |  |
| **PRICE** | |  |
| 15. | If your quoted prices are inclusive of any taxes/ duties other charges except GST, give details of such taxes / duties other charges included and at what rates? |  |
| 16 | Do you offer any discount and if so, then what is the rebate/ discount in Rs. / Unit. |  |

**Signature of the Tenders**

**Date: Name:**

**Place: Status:**

**Seal of the Tendering Company**