

Pashchimanchal Vidyut Vitaran Nigam Ltd., Meerut

Request for Proposal (RFP)

For

Engagement of Third Party Inspection Agencies for Quality Assurance of System Development/Strengthening Works in Discom

E-Tender Ref No.: PVVNL-MT/MM/193/24-25

NIT Publish date: 08.01.2025

Due Date for Submission of Tender: 28.01.2025 at 17:00 HRS

Date and Time of opening: 29.01.2025 at 15:00 HRS

Issuing Authority- Superintending Engineer (MM-1), PVVNL, Meerut

E-mail: se.mm1@pvvnl.org

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Notice Inviting Tender

Pashchimanchal Vidyut Vitaran Nigam Ltd., Meerut

Office of Superintending Engineer (MM-1)

E-tender No.	Work Detail	Tender Fee (in Rs.)	EMD (in Rs. Lakh)	Bid Submission Date & Time	Bid Opening Date & Time
1	2	3	4	5	6
PVVNL- MT/MM/193/ 24-25	Engagement of Third Party Inspection Agencies for Quality Assurance of System Development/ Strengthening Works in Discom	11,800	10.00	28.01.2025	29.01.2025

Tender Documents can be downloaded from UP Govt. E-tender portal (<https://etender.up.nic.in>) and any amendments/corrigendum etc. shall also uploaded on the same website. Discom reserves the right to reject any or all bids or cancel the process without assigning any reason thereof.

Pre Bid Meeting: 23.01.2025 Date & Place of Meeting PVVNL HQ, Meerut.

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CHECK LIST

(FOR BID SUBMISSION)

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SECTION-I

REQUEST FOR PROPOSAL (RFP)

1. GENERAL

Pashchimanchal Vidyut Vitaran Nigam Ltd., Meerut (hereafter called 'Discom') invites e-tenders from eligible Bidders for Engagement of Third Party Inspection Agencies (TPIAs) for Quality Assurance of System Development/Strengthening/O&M Works in Discom.

- 1.1** The bidder must qualify the requirements as specified in heading "Qualifying Requirements" at clause-4 of this section.
- 1.2** Only Online Bid Submission is acceptable on website www.etender.up.nic.in.

Schedule of the tendering process is given below.

Tender Fee (Non- Refundable)	Rs. 11,800
Earnest money Deposit	Rs. 10,00,000.00
Duration of the Work	02 Years
End Date & time for Submission of Bids	28.01.2025 at 17:00 Hrs.
Date & time of opening of Techno- Commercial Bid	29.01.2025 at 15:00.Hrs.
Pre-Bid Meeting Date & Time	23.01.2025 at 12:00 Hrs.

- 1.3** Only online payment shall be accepted for tender fees (Bank details given at point no. 3.1a of this section).
- 1.4** The tender documents & detailed Specification, Scope of Work, Terms & Conditions, etc. shall be downloaded from the website www.etender.up.nic.in.

2. NOTABLE POINTS

- 2.1** Only those agencies which satisfy the eligibility criteria mentioned in clause-4 of this section should submit the bid.
- 2.2** Discom reserves the right to accept/reject any or all the bids and change/amend/modify/add/subtract the amounts and quantities mentioned in the tender documents at the time of placing the order without assigning any reason.
- 2.3** If Earnest Money Deposit (EMD) and tender fee of requisite amount is not deposited as per the tender conditions, the bid will be summarily rejected.
- 2.4** The works envisaged under this contract are required to be executed in all respects up to the period/period of completion of the work mentioned above.

3. EARNEST MONEY DEPOSIT (EMD)

- 3.1** The bidder will be required to deposit EMD amounting to Rs. 10,00,000.00 as part of bid. EMD is required to protect the Discom from the risk of conduct by the bidder which may lead to forfeiture. EMD may be deposited/shown in any of the following forms:

- a) Online payment through RTGS/NEFT:** Bank details are given below-

Beneficiary Name : **SE, Head Quarter, PVVNL Meerut**
Bank Name : **Central Bank of India**
A/c No. : **3493639431**
IFSC Code : **CBIN0282337**

- b)** As per the format attached with this RFP, e-Bank Guarantee (e-BG) from Nationalized/ Scheduled Bank of U.P. in favor of MD PVVNL, Meerut, valid for 6 (Six) months from the original due date of submission.

- 3.2** The EMD value of bidders, who are not technically qualified, shall be refunded after opening of Price Bid.
- 3.3** The EMD paid by all techno-commercially qualified bidders except the lowest/successful bidder(s) will

be returned after award of the work.

3.4 The EMD of the successful/awarded bidder(s) shall be returned after submission of e-CPBG as per tender terms.

3.5 The EMD may be forfeited in case:

a) The Bidder withdraws his bid during the period of bid validity defined in tender conditions

b) The successful Bidder does not

(i) accept the Work Order, or

(ii) furnish the required e-CPBG as per tender terms

c) The bidder is found to have submitted false or forged, any of the documents/certificates/information.

4. QUALIFYING REQUIREMENTS (QR)

The following prequalification conditions are mandatorily required to be fulfilled by bidder. Any bid not found to be in conformance with any of the pre-qualifying conditions will be summarily rejected and not considered for further evaluation.

4.1 General:

The bidder should be registered as a company / partnership firm/society in India under Company act 1956/2013 or Indian Partnership Act, 1932 or Societies Registration Act, 1860 or Limited Liability Partnership Act 2008.

Documentary Evidence required: The bidder shall submit certified copies of certificate of incorporation/registration (under relevant act), PAN Card & GST registration certificate.

4.2 Technical QR:

Sl. No.	Requirements	Description	Documentary Evidence required
1.	Experience of bidder	<p>i. The bidder should have successfully rendered services of at least 2000 Man-days as TPIA in power sector (generation/transmission/ distribution) in last five (05) financial years i.e. from FY 2019-20 to FY 2023-24.</p> <p>ii. The bidder should have successfully rendered services of at least 500 Man-days for inspection of power system strengthening works in state owned power distribution utilities of India in last five (05) financial years i.e. from FY 2019-20 to FY 2023-24.</p> <p><i>Note: Services rendered in ongoing contracts as on the date of submission of bid may also be considered. Only those contracts in which duration of at least 03 months is completed since the date of award shall be considered as 'Ongoing Contracts'</i></p>	Certificate of satisfactory performance of work as per the contract from concerned employers/utilities including the copies of work orders & contracts.
2.	Non-blacklisting	The Bidder should not be under a declaration of ineligibility / banned / blacklisted for any statutory and/or performance reasons, as on last date of submission of the Bid by any utility or Government body in India. Also, the Bidder should not be under any legal action for indulging in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.	Self-certificate /Affidavit -attested by the authorized signatory on Rs. 10/- non-judicial stamp paper.

4.3 Financial QR:

Sl. No.	Requirements	Description	Documentary Evidence required
1.	Average annual turnover	The bidder should have Minimum Average Annual Turnover (MAAT) of INR 5,00,00,000 (<i>100% of the estimated annual cost of work</i>) in three (03) best financial years out of last five (05) financial years i.e. from FY 2019-20 to FY 2023-24.	Certificate from Chartered Accountant (CA) for the turnover requirement including copies of audited financial statements of respective financial years. CA certificate must have valid UDIN.
2.	Net worth	The bidder should have positive net worth in the preceding three (3) financial years (i.e., FY24, FY23 & FY22).	Certificate from Chartered Accountant (CA) for the turnover requirement including copies of audited financial statements of respective financial years. CA certificate must have valid UDIN.
3.	No Litigation	The bidder should submit an undertaking for “No Litigation” / no legal case is pending with Discom or its Group of Companies. Bidders having any litigation/ legal case pending with Discom shall not be considered qualified for this tender.	An undertaking for “No Litigation” / no legal case is pending with Discom or its sister Companies signed by the authorized signatory on Rs. 10/- non-judicial stamp paper

Note:

- Joint Venture/Consortium bidding not allowed.
- The bidder should give an undertaking by the Authorized Person on their letterhead that all the documents/certificates/information submitted by them against the tender are genuine/true/correct and the copies of documents have been made from the original documents. If any of the documents/certificates/information submitted by the bidder is found to be false or forged, Discom at its sole discretion shall be free to take all actions as permitted under law, including forfeiture of EMD and disqualification from participation in the future tenders of Discom for indefinite period or period as may be decided by Discom.
- Discom reserves the right to carry out technical capability/ infrastructure assessment of the Bidders by factory/office/site inspection or by any other means and Discom’s decision shall be final in this regard.
- Discom may ask for such other documents as it deems fit for substantiating/ justifying the submissions made by the bidder.

5. PRE-BID MEETING:

A pre-Bid meeting shall be organized physically at the time and date as specified in the tender documents in the presence of those bidders or their authorized representatives who may choose to be present.

All queries related to this tender must reach to Discom before the date of the pre- bid meeting. In case any change is required in the tender document the same shall be affected in the form of corrigendum on the website www.etender.up.nic.in. The bidder or their representatives who intend to bid are invited to attend the pre-bid meeting.

6. BID SUBMISSION

6.1 Only online bid submission is acceptable

6.2 Submission of Bids

6.2.1 PART I: TECHNO-COMMERCIAL BID:

The details to be submitted in techno-commercial bids are given below:

- General information about bidder.
- Documentary evidence in support of all the qualifying criteria as per clause 4.0 of this section.
- Tender Fee of requisite amount.
- EMD of requisite amount.
- Technical Literature if any.
- Details of experience of works of the same or similar nature. Copy of work orders/contracts and

- performance certificates.
- (g) Power of attorney.
- (h) Acceptance to Commercial Terms and Conditions viz Delivery schedule/period, Payment terms, BG etc.
- (i) Any other relevant document to support bidder meeting QR.

Techno-Commercial Bid should not contain any price related information. After techno-commercial evaluation, the list of techno- commercially qualified bidders will be posted on the website www.etender.up.nic.in.

The bidder should submit complete tender document along with all corrigendum (if any) published against this NIT, signed and stamped with bidder's seal as an acceptance of all the terms & conditions of the Tender.

6.2.2 PART II: PRICE BID:

The details to be submitted in the Price bid are given below :

- (a) Only online bid submission is acceptable. PRICE BID shall Comprise of Prices strictly in the Format (BOQ).
- (b) Price Bid will be opened after techno-commercial evaluation of all the bids and only of the qualified bidders.

7. SCHEDULE

The activities and their timelines are given hereunder which needs to be adhered by the bidders.

S. No.	Activity	Description	Due date
1	Submission of Technical & Commercial Queries, if any	All Queries related to NIT	23.01.2025
2	Pre-Bid Meeting	Discussion on pre-bid queries	23.01.2025 at 12:00 Hrs.
3	Submission of Techno-Commercial & Price Bid	Online submission	28.01.2025 Till 17:00 Hrs.
4	Opening of Techno- Commercial Bid	Opening of PART-I	29.01.2025 at 15:00 Hrs.
5	Opening of Price Bid	Opening of PART-II of only the techno-commercially qualified bidders	Shall be informed separately

8. AWARD DECISION

- 8.1.** Discom intends to award the business on lowest quoted rate (L1) basis, so bidders are encouraged to submit the bid competitively. The decision to place order/LOI solely depends on Discom.
- 8.2.** The agreement shall be done by the Superintending Engineer (MM-1), PVVNL, Meerut and shall be referred as Engineer of Contract (EOC). & Execution of the work shall be supervised by the Superintending Engineer (Discom Quality Cell), PVVNL, Meerut and shall be referred as Engineer of In-charge (EOI)
- 8.3.** The Discom reserves all the rights to award the contract to one or more bidders who meet the execution requirement or nullify the award decision without assigning any reason thereof.
- 8.4.** In case the performance of any agency is found unsatisfactory during the execution process, the award will be cancelled and Discom reserves the right to award the work to other firm(s) who will be found eligible/fit on debit able basis.
- 8.5.** The abnormally higher or abnormally lower bids shall not be considered with respect to estimated cost. The criteria decided by Discom on this shall be final and binding on the bidders.

9. INTEGRITY

The rules for the bidders are outlined in the Terms & Conditions of the tender documents. Bidders must agree to these rules prior to participating in the tender. Discom reserve the right to exclude a bidder from participating in future due to the violation of any of the rules or obligations contained in the Terms & Conditions. Bidder(s) who violate the rules or engage in behavior that disrupts the fair execution restricts a bidder from participation in future tenders of Discom to a length of time as decided by Discom, depending upon the seriousness of the violation. Examples of violations include, but are not limited to:

- Breach of the terms published in Request for Proposal/NIT
- Misrepresentation of facts, submitting false and fabricating documents

10. CONFIDENTIALITY

This bid document and any other document(s) released, information provided, discussions held, etc., as part of the bidding process, is strictly confidential and must not be divulged to anyone who is not directly involved in preparation of the bid, and the bidder(s) shall keep all information within this proposal or gained during the bidding or other processes confidential. No information or publicity will be allowed to any third party unless specific written authorization is obtained from the Discom.

11. CONTACT INFORMATION

For any clarification, regarding this tender shall be sought in writing and sent by e-mail to the following e-mail IDs:

Address	Name/ Designation	E-mail Address / Phone Number
Superintending Engineer (MM-1), PVVNL, HQ, Urja Bhawan, Meerut	Superintending Engineer (MM-1), PVVNL, Meerut	Se.mm1@pvvnl.org 9193330080

SECTION-II

INSTRUCTIONS TO BIDDERS (ITB)

1. GENERAL

Pashchimanchal Vidyut Vitaran Nigam Ltd., Meerut (Discom) is desirous for Engaging Third Party Inspection Agencies (TPIAs) for Quality Assurance of System Development/ Strengthening/O&M Works in Discom as notified in this tender document.

All the Bids shall be prepared and submitted in accordance with these instructions-

- 1.1 Bidder shall bear all costs associated with the preparation and delivery of its Bid, and the Discom shall in no case be responsible or liable for these costs.
- 1.2 The Discom reserves the right to request for any additional information/documents. The Discom also reserves the right to reject the proposal of any Bidder, if in the opinion of the Discom, the data provided in support of RFP requirement is incomplete.
- 1.3 The Bidder is expected to examine all instructions, forms, terms & conditions and specifications in the Bid Documents. Failure to furnish all information required in the Bid Documents or submission may result in rejection of the Bid. However, the Discom's decision in regard to the responsiveness and rejection of bids shall be final and binding without any obligation, financial or otherwise, on the Discom.
- 1.4 The Discom reserves the right to split the order among various successful bidders in any manner it chooses without assigning any reason whatsoever.

2. SCOPE OF WORK

Detailed specification/scope of work is provided in Section-V of this tender document.

3. DISCLAIMER

- 3.1 This RFP is not an agreement and further it is neither an offer nor an invitation by Discom to bidders or any other person for award of contract. The purpose of this RFP is to provide information to bidders that may be useful to them in the preparation and submission of their bids.
- 3.2 This Document includes statements, which reflect various assumptions, which may or may not be correct. Each Bidder should conduct its own estimation and analysis and should check the accuracy, reliability and completeness of the information in this Document and obtain independent advice from appropriate sources in their own interest.
- 3.3 Neither Discom nor its employees will have any liability whatsoever to any Bidder or any other person under the law or contract, the principles of restitution or unjust enrichment or otherwise for any loss, expense or damage whatsoever which may arise from or be incurred or suffered in connection with anything contained in this Document, any matter deemed to form part of this Document, provision of services and any other information supplied by or on behalf of Discom or its employees, or otherwise arising in any way from the selection process for the Work.
- 3.4 Though adequate care has been taken while issuing the Tender document, the Bidder should satisfy itself that Documents are complete in all respects. Intimation of any discrepancy shall be given to this office immediately.
- 3.5 This Document and the information contained herein are Strictly Confidential and are for the use of only the person(s) to whom it is issued. It may not be copied or distributed by the recipient to third parties (other than in confidence to the recipient's professional advisor).
- 3.6 Discom and its employees and advisors also accept no liability of any nature whether resulting from negligence or otherwise arising from reliance of any bidder upon the contents of this NIT. Discom may in its absolute discretion but without being under any obligation to do so, update amend or supplement the information assessment statement or assumptions contained in this NIT.

4. COST OF BIDDING

The Bidder shall bear all cost associated with the preparation, submission and processing of its Bid and the Discom will in no case be responsible or liable for the costs.

5. TENDER DOCUMENTS

5.1 The Scope of Work, Bidding Procedures and Contract Terms are described in the Bidding

Documents.

- 5.2 The bidder is expected to examine the tender documents, including all Instructions, Forms, Terms and Specifications. Failure to furnish all information required by the tender documents or submission of a bid not substantially responsive to the tender documents in every respect may result in the rejection of the Bid.

6. AMENDMENT OF TENDER DOCUMENTS

- 6.1. Before the deadline for submission of Bids, the Discom may issue corrigendum /amendment for any reason(s).
- 6.2. The corrigendum / amendment shall be part of tender document, pursuant to Clause 5.1 above, and it will be notified by way of uploading the corrigendum/amendment on website www.etender.up.nic.in
- 6.3 In order to provide prospective Bidders a reasonable time to take the Amendment into account in preparing their Bids, the Discom may, at its discretion, extend the deadline for the submission of Bids.

7. PREPARATION OF BIDS & LANGUAGE

The Bid prepared by the Bidder, and all correspondence, documents etc. related to the Bid shall be written in English Language. Any printed literature furnished by the Bidder may be written in another Language, provided that this literature is accompanied by English translation. In case of ambiguity in the English translation, interpretation of the Discom as regards to translation will be final.

8. DOCUMENTS COMPRISING THE BID

The Bid prepared and submitted by the Bidder shall comprise the following components:

- (a) Techno-Commercial Bid & Price Bid (BOQ) as elaborated in RFP. (STRICTLY AS PER FORMAT)
- (b) All the Bids must be accompanied with the required BG & Tender Fees details.

9. BID FORM

The Bidder shall download Bid Form from website www.etender.up.nic.in.

10. BID PRICES

Bidders shall quote for the entire Scope of work with prices for individual items. The bidder is required, at his expense, to obtain all the information he may require to enable him to submit his tender including necessary visits to the site to ascertain the local conditions, procurement of necessary materials, labor, etc., requirements of the local/government/public authorities in such matters.

11. BID CURRENCIES

Prices shall be quoted in Indian Rupees Only.

12. PERIOD OF VALIDITY OF BIDS

- 12.1 Bid shall remain valid & open for acceptance for a period of 180 days from the date of opening of the Bid. Bidder should fill attached **Annexure-VII**
- 12.2 Notwithstanding above, the Discom may solicit the Bidder 's consent to an extension of the Period of Bid Validity and the bidder shall be liable to extend the same at the sole cost and consequences of the bidder and no claim from the Discom in this regard shall be maintainable.

13. ALTERNATIVE BIDS

Bidders shall submit Bids, which comply with the Tender Documents. Only one unconditional bid shall be submitted by a bidder and the same will be considered for evaluation. Alternative Bids will not be considered. The attention of Bidders is drawn to the provisions regarding the rejection of Bids in the terms and conditions, which are not substantially responsive to the requirements of the Tender Documents.

14. FORMAT AND SIGNING OF BID

- 14.1 The Bid should be duly signed by the Bidder or a person or persons duly authorized to sign on behalf of the Bidder. Such authorization shall be indicated by written Power-of-Attorney accompanying the Bid. All pages of the bid shall be signed by the signatory accompanied with seal of the bidder.
- 14.2 The Bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Bidder. Corrections shall be signed by the person or persons signing the Bid.

15. DEADLINE FOR SUBMISSION OF BIDS

15.1 The bid must be timely uploaded at the website.

15.2 The Discom may, at its discretion extend the deadline for the submission of bids by amending the Tender Documents in accordance with Clause 6.0. All rights and obligations of the Discom and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

16. ONE BID PER BIDDER

Each Bidder shall submit only one unconditional Bid. Submission of more than one Bid by a bidder against this RFP will result in cancellation of all such bids submitted by that bidder.

17. CLARIFICATION OF BIDS

To assist in the examination, evaluation and comparison of Bids, the Discom may, at its discretion, ask the Bidder for a clarification of its Bid. All responses to requests for clarification shall be in writing and no change in the price or substance of the Bid shall be sought, offered or permitted.

18. PRELIMINARY EXAMINATION OF BIDS / RESPONSIVENESS

18.1 Discom will examine the Bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the Bids are generally in order.

18.2 Bid determined as not substantially responsive will be rejected by the Discom and may not subsequently be made responsive by the Bidder by correction of the non- conformity.

19. RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

The Discom reserves the right to accept or reject any Bid and to annul the Bidding process and reject all Bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Discom's action.

20. RIGHT TO VARY QUANTITIES

20.1 The Discom reserves the right to vary the quantity as per requirement without any change in terms and conditions before the award of Contract. Further Discom may increase or decrease the Numbers/ quantities after the start of work execution under the contract and the size of contract / contract value shall be adjusted accordingly.

20.2 **Quantity Variation-** Man days allotted may vary on both side (Positive or Negative) by 20 % as per requirement. Variation beyond this limit shall be done as per the decision of Managing Director, Discom.

21. LETTER OF INTENT/ NOTIFICATION OF AWARD

21.1 The letter of intent/ Notification of Award shall be issued to the successful Bidder whose bids have been considered successful for award of work.

21.2 The successful Bidder shall be required to furnish acceptance of LOI / notification of award within 7 days of issue of the letter of intent /Notification of Award by Discom.

22. CORRUPT OR FRAUDULENT PRACTICES

25.1 The Discom requires that the Bidders observe the highest standard of ethics during the entire period of work execution under the Contract. In pursuance of this policy, the Discom:

(a) Defines certain terms for the purpose of this provision as below:

"Corrupt practice" means the behavior on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves and/or those close to them, or induce others to do so, by misusing the position in which they are placed, and it includes the offering, giving, receiving, or soliciting of anything of value to influence the action of any such official in the procurement process or in contract execution;

"Fraudulent practice" means a misrepresentation of facts in order to influence the award process or the execution of a contract to the detriment of the Discom, and includes collusive practice among Bidders (prior to or after Bid submission) designed to establish Bid prices at artificial non-competitive levels and to deprive the Discom of the benefits of free and open competition.

(b) Will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question. Further Discom may declare a firm ineligible either indefinitely or for a stated period of time from award of any contract, if at any time it determines that the firm engaged in corrupt or fraudulent practices in the tendering process or in execution of the contract.

25.2 Furthermore, it shall be the responsibility of the Bidders to read and understand & to be aware of the

provision stated in the Terms and Conditions of tender before participating in the tender.

23. PROCESS TO BE CONFIDENTIAL

Information relating to the examination, clarification, evaluation and comparison of Bids and recommendations for the award of a contract shall not be disclosed to Bidders or any other persons not officially concerned with such process. Any effort by a Bidder to influence the Discom's processing of Bids or award decisions may result in the rejection of the Bidder's Bid.

SECTION – III

GENERAL CONDITIONS OF CONTRACT (GCC)

This GCC shall form an integral part of the Agreement and will be of full force and effect as if they were expressly set out in the body of the Agreement.

Reference to any legislation or law to any provision thereof shall include references to any such law as it may, after the date hereof, from time to time, amended, supplemented or re-enacted, and any reference to a statutory provision, shall include any subordinate legislation made from time to time under that provision.

1. DEFINITION & INTERPRETATION

1.1 Definition

In the Agreement (as defined below) the words and expressions defined below shall have the meanings assigned to them herein except where the context requires otherwise:

- 1.1.1** “Accounting Year” means the financial year commencing from 1 April of any calendar year and ending on 31 March of the next calendar year.
- 1.1.2** “Applicable Laws” means all Law / Laws in force and effect, as of the date hereof and which may be promulgated or brought into force and effect hereinafter in India including any revisions, amendments or re-enactments including without limitation regulations, rules and notifications made there under and judgments, decrees, injunctions, writs and orders of any court or regulators or quasi-judicial body or any appropriate authorities, as may be in force and effect during the subsistence of the Contract. It includes Law/Laws of Country/State legislation, statutes, ordinance, notification, circular, regulations and other Laws, and bye Laws of any legally constituted public authority.
- 1.1.3** “Change in Law” means the occurrence of any of the following after the execution of agreement:
- (i) The enactment of any new Indian Law;
 - (ii) The repeal, modification or re-enactment of any existing Indian Law;
 - (iii) The commencement of any Indian Law which has not entered into effect until the date of performance the Contract;
 - (iv) Change in the interpretation or application of any Indian Law by a court as compared to such interpretation or application twenty-eight (28) days prior to the last date of submission of Tender;
 - (v) It also includes changes in the tax rates upward or downward.
- 1.1.4** “Change in Service” means any addition to, deletion from, suspension of or other modification, to the Services, or to the quality, function or as delineated in this agreement, including any such addition, deletion, suspension or other modification, which requires a change in one or more of the service specification and the completion schedule.
- 1.1.5** “Communication” means instruction or information or written notice issued on letter head or through electronic mail exchange between Parties and excludes verbal or short messaging services (SMS). The notice shall be served by delivering a copy by electronic mail, or registered post/speed post etc. Unless otherwise stated in the agreement, all communications to be given under the Contract shall be in writing. Communication may be sent to competent authority or authority delegated to such officer/employee. Communication shall be on letter head of Party signed by competent authority/authorized signatory of the Party.
- 1.1.6** Discom/Owner/Purchaser/First Party " the terms used in this agreement shall refer to Pashchimanchal Vidyut Vitaran Nigam Ltd., Meerut and shall include its authorized representatives, agents, successors and assignees.
- 1.1.7** “Contractor/Agency/Vendor/TPIA” means the successful bidder to whom the Contract/Agreement is awarded following this bidding process. It is entity named in the Execution Cover and includes assignees, administrator, executors, successors, associated subsidiary/ firm/representative of the Agency. It is also termed as ‘Contractor’ or ‘Agency’.
- 1.1.8** “Contract” / “Agreement” means the agreement between the Discom and the Agency for the performance of the Services, including the Contract / Agreement duly signed and executed between the Parties, the work order/LOI/LOA, letter of acceptance, the Conditions of Contract, the schedules, Annexures, Discom’s requirements, including but not limited to the tender, other tender documents and such further documents which are listed in the Contract / Agreement and

includes any amendment thereto made in accordance with the provisions hereof giving binding effect to the terms and conditions agreed by the Parties.

- 1.1.9** “Agreement Period” shall mean duration of Services to be performed and includes extension thereof after mutual consent of both Parties.
- 1.1.10** “Agreement Value/Consideration” means the price of the defined Services including taxes payable to the Agency for the performance of the Services subject to such additions thereto and deductions there from as may be made under the provisions of this Agreement. The Agreement Value is in consideration of providing the Service by the Agency as per scope of work and as per Service specifications stipulated in the Agreement; the Agreement Value includes all and any fees, charges, local cess, taxes (GST and Income Tax), levies together with all cost and expenses. The Agreement Value may also term as ‘Service Fee(s)’ or ‘Agreement fees’/Consideration elsewhere in the Agreement. Agreement Value is fixed lump sum for the Agreement Period unless mentioned in Agreement elsewhere.
- 1.1.11** “Good Industry Practice” means the exercise of the highest degree of skill, diligence, prudence and foresight in compliance with the obligations under the Contract which would be expected from a skilled and experienced Agency engaged, being internationally accepted and customized in day-to-day performance in industry including for the supply of Manpower.
- 1.1.12** “HSE Conditions” shall mean the Discom’s health, safety and environment conditions containing the requirements and conditions to be met with respect to safety, health and environment.
- 1.1.13** “Work Order”/ “Letter of Intent (LOI)/ “Letter of Award (LOA)” means the official letter issued by the Discom to the successful bidder for award of work.
- 1.1.14** “Manpower” means person/s (including Agency’s staff / personnel) deployed by the Agency in Agency’s provision of the Services who has skill, efficiency and mannerism to execute, perform Services under this Contract as per Scope of Work of the Contract. The Manpower deployed shall have valid licenses, PAN card details / KYC information.
- 1.1.15** “Contract cum Performance e-Bank Guarantee (CPBG)” means the e-bank guarantee to be procured in accordance with terms of agreement for the performance of the Agency’s obligations under the Contract. The CPBG format is furnished in the Annexure, annexed to agreement.
- 1.1.16** “O&M” shall mean Operation & Maintenance.
- 1.1.17** “Service(s)” / “Works” shall mean Discom’s requirements describing in detail including the nature of the Services and activities to be performed by the Agency and its Manpower, in accordance with specifications, the duration of such requirement, and Services performed, the expected time of commencement and completion, detailed responsibilities and other relevant particulars. It is ‘scope of work’ which is to be executed, performed successfully and satisfactorily by the Agency in accordance with the Contract and ancillary services as may be Communicated by the Discom from time to time under the Contract Period.
- 1.1.18** “Site” means the designated place/office or establishment or construction site, office, branch, including right of way and/or places provided by the Discom where the Services is to be executed and any other place as may be specifically designated in the Contract/Agreement as forming part of the Site or designated as such by the Discom.
- 1.1.19** “Tax Invoice” / “Running Bill” (RA Bill/bill) shall have the meaning ascribed to it under GST Laws.

1.2 Interpretation

In the Contract except where the context requires otherwise:

- 1.2.1** Words indicating one gender include all genders
- 1.2.2** “Written” or “in writing” means hand-written, written, or electronically made and resulting in a permanent record
- 1.2.3** Any reference to any provision of an act of Parliament or of a state legislature shall be construed, at the particular time, as including a reference to any modification, extension or re-enactment thereof, to all instruments, orders or regulations then in force
- 1.2.4** The singular shall include plural and vice versa, and words denoting natural persons shall include partnerships, firms, companies, corporations, joint ventures, trusts, associations, organizations or other entities.
- 1.2.5** The headings are inserted for convenience and shall not limit, alter or affect the meaning of the Contract.

- 1.2.6 The terms defined in schedule and the Discom's Requirements shall have the same meaning ascribed thereto when used elsewhere in the Contract and vice versa;
- 1.2.7 The words "include" and "including" shall be construed without limitation
- 1.2.8 The schedules/annexures shall form an integral part of the Conditions of Contract and shall be in full force and effect as though they were expressly set out in the body of the Conditions of Contract.
- 1.2.9 The word "consent" wherever used, shall mean prior written consent;
- 1.2.10 In the event any portion or all of the Contract is held to be void or unenforceable, the Parties agree to negotiate in good faith to arrive at an amicable understanding which shall accomplish the intent of the Parties as originally set forth in the Contract;
- 1.2.11 No failure on the part of any Party to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof, and no single or partial exercise of any such right shall preclude any other or further exercise thereof or the exercise of any other right.
- 1.2.12 References to recitals, Articles or schedules in the Contract shall, except where the context otherwise requires, be deemed to be references to recitals, Articles and schedules of or to the Contract; and
- 1.2.13 In case the day on or by which any thing is to be done is not a Business Day, that thing must be done on or by the immediately occurring next Business Day

2. PRIORITY OF CONTRACT DOCUMENTS

- 1.1 The several documents forming the Agreement are to be taken as mutually explanatory of one another, but in case of ambiguities or discrepancies, the same shall be explained and adjusted by the Discom, who shall, accordingly, issue suitable instructions thereon to the Agency. In such event, unless otherwise provided in the agreement or explained by way of instructions by the Discom, as mentioned above, the priority of the documents forming the Agreement shall be as follows:
- (i) Contract Agreement/Work Order. (a) General Conditions of Contract (b) Special Conditions of Contract.
 - (ii) The Letter of Acceptance/ Intent.
 - (iii) The Scope of work.
 - (iv) The Tender document, including all Appendices and/or Addenda, Corrigendum the latest taking precedence.
- 1.2 In the event of any conflict between the above-mentioned documents, the more stringent requirement or conditions which shall be favorable to the Discom shall govern and the decision of Discom shall be final and binding upon the parties.

3. AMENDMENT

Any modification, amendment or other change to the Agreement shall be affected only by a written instrument signed by the authorized representatives of both, the Discom and the Agency.

4. LANGUAGE AND MEASUREMENT

All correspondence and documents relating to this order placed on the Agency shall be written in English language. Metric System shall be followed for all dimension, units etc.

5. TAXES & DUTIES

- 5.1 Prices shall be inclusive of all taxes and duties including labor cess (except GST). However, Income Tax (TDS) as per applicable rate in accordance with Income Tax Act will be deducted from agency's bills.
- 5.2 GST at actual shall be paid extra on submission of GST Registration and self-declaration on Agency's letter head stating that you have deposited/or will deposit the Tax as per the applicable GST laws. Agency shall furnish its GST registration number.
- 5.3 Any statutory variations i.e. increase/decrease in Taxes / Duties introduced by central Govt./ State Govt. shall be reimbursed/recovered to/from Agency against documentary evidence and proof.
- 5.4 In view of above, if the same is not complied with by the Agency and the Recipient/Purchaser is not in position to avail / utilize Input Tax Credit due to non- compliance or non-filing of GSTR-1 and GSTR-3B for the month/quarter (as applicable) in which the supply was made, then Recipient/Purchaser has right to hold 100% GST amount from next payment due of the subsequent month till the time default is not cured.

5.5 Further, the recipient/purchaser shall also be entitled to recover any financial loss suffered by the Discom (including tax, interest, penalty and lapse of input credit) due to non-compliance or non-filing of GSTR-1 and GSTR-3B by the Agency. Any Penalty and Pre-Deposit due to violation of rules/provision shall be paid and borne by Supplier/Agency. Also, the Agency is responsible to get the goods released from the concerned authority. Delay in supply due to seizure of goods shall attract liquidated damages as per Order / Agreement provisions.

6. PAYMENT

- 6.1 Subject to the Agency fulfilling its obligations under the Contract, the Discom shall pay to the Agency the Contract Value as per the terms of the Contract. The Discom shall, notwithstanding any provision to the contrary included in the Contract, be entitled to deduct from and/or set off against any amount due or become due, whether related to this contract or other contracts awarded to agency. However, any and all amounts which the Agency is liable to pay to the Discom, the agency shall make payment as per the agreed schedule to avoid any set off / deductions.
- 6.2 The invoices to be submitted by the Agency shall be in the format approved by the Discom. Each invoice submitted by the Agency under the Contract shall be supported with relevant documents as instructed by the Discom from time to time. On receipt of the invoice by the Discom, the Discom shall scrutinize the same to check for any errors and to verify that the amount claimed under the Bill is in conformity with the Contract.
- 6.3 The Agency shall raise monthly invoices on per man per day basis. The payment against the invoice shall be released in the following manner-
- i. 70% of the invoice amount to be released within 21 days of receipt of correct bill if inspection report has been submitted by the Agency.
 - ii. Balance 30% of the invoice amount to be released only after acceptance of inspection report by Discom within 45 days of receipt of correct bill.
 - iii. Discom may hold 10% of payment if re-inspection of the respective work has been ordered. This 10% shall be released only after a satisfactory report is obtained on re-inspection.

7. TAX INVOICE SUBMISSION PROCEDURE AND CERTIFICATION

- 7.1 Tax Invoice shall be submitted to the Discom for certification. Agency must pay due attention for submission of Tax Invoice in time and along with relevant Documents to Discom.
- 7.2 Tax Invoice shall be certified by Discom after verifying relevant original Documents submitted by Agency. If original Document associated with Tax Invoice is misplaced or lost during transit or for any genuine reason(s) attributable to Agency, the reason(s) should be informed to Discom in writing in stipulated period as instructed by Discom. A true copy of certified Document with an indemnity bond or Bank Guarantee, as the case may be, must be submitted in the format provided by the Discom.
- 7.3 Incomplete Tax Invoice will not be considered for processing of payments in terms of the Contract. Discom reserves right to recover payable amount or part of Tax Invoice from available financial security or other dues of the agency with the Discom. Agency shall be paid in terms of the Contract based on certification of Tax Invoice along with associated relevant Document(s) by the Discom only.

8. TIME ESSENCE OF CONTRACT

- 8.1 Time is the essence of the contract and the agency shall be responsible for performance of its works in accordance with the specified schedule. If at any time, the agency is falling behind the schedule for reasons attributable to him, he shall take necessary action to make good for such delays by increasing his work force or by working overtime or otherwise to accelerate the progress of the work and to comply with schedule timelines and shall communicate such actions in writing to the Discom, to the satisfaction of the Discom that his action will compensate for the delays. The agency shall not be allowed any extra compensation for such actions.
- 8.2 Time shall be the essence of the Agency. Agency shall complete its work in accordance with the specified time-lines/ Schedules as per the terms of the contract or as may be instructed by the Discom from time to time.

9. PERIOD OF MOBILISATION

Agency shall mobilize its resources to carry out the assigned services under this Agreement immediately/in advance so that services are made available on issuance of inspection orders.

10. QUALITY CONTROL

Discom may choose to carry out re-inspection of the work inspected by the agency through another

authorized inspection agency or Discom nominated officer(s) or through Joint inspection to check and ensure the quality in execution of contractual obligations by TPIA.

11. SAFETY OF PROPERTY OF DISCOM

- 11.1 The agency shall ensure that no damage to any property (equipment/asset/premise etc.) of Discom is caused while conducting inspection related activities by its personnel/inspectors.
- 11.2 In case any such damage is noticed or brought to the notice of Discom officers the TPIA shall have to rectify the same at its own cost. If the TPIA fails to do so Discom shall recover equivalent amount from the bills/outstanding payments/CPBG.

12. STATUTORY OBLIGATIONS

- 12.1 The Agency shall ensure the due compliance of all the applicable statutory acts, including but not limited to the following acts, where special attention of the Agency is required to be drawn towards the compliance of provision (along with the latest versions/amendments/additions) including any statutory approval required from the Central/State Governments, Ministry of Labor.
 - The Child Labor (Prohibition and Regulation) Act, 1986.
 - The Agreement Labor (Regulation and Abolition) Act, 1970.
 - The Employee's Pension Scheme, 1995.
 - The Employee's Provident Funds and miscellaneous provisions Act, 1952.
 - The Employees State Insurance Act, 1948.
 - The Industrial Disputes Act, 1947.
 - The Maternity Benefit Act 1961.
 - The Minimum Wages Act, 1948.
 - The Payment of Bonus Act, 1965.
 - The Payment of Gratuity Act, 1972.
 - The Payment of Wages Act, 1936
 - The Workmen's Compensation Act. 1923.
 - The Discom's Liability Act, 1938.
 - The Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013
- 12.2 The Agency shall be liable to comply with all the amendment in existing acts / upcoming new comprehensive labor acts/codes related to applicable labor laws.
- 12.3 The Agency shall, prior to commencement of the awarded work, furnish to the Discom the Registration No. and Codes of permanent Provident Fund and ESI of its employees.
- 12.4 Agency shall bear the entire responsibility, liability and risk relating to coverage of its workforce under different statutory regulations including Workmen's Compensation Act, ESI Act, Factories Act 1948, the Agreement Labor (Regulation and Abolition) Act 1970, as amended from time to time, and any other relevant laws/regulations as the case may be. Agency shall also be solely responsible for the payment of all benefits such as Provident Fund, Bonus, Retrenchment Compensation, leave etc. applicable as per the various statutory laws/regulations and shall keep the Discom indemnified in this regard against any claim. The Discom shall be entitled to deduct from any money due to or become due to Agency, any money paid or payable by way of compensation as aforesaid or cost or expenses in connection with any claims thereto and Agency shall abide by the decision of the Discom as regards the sum payable by Agency under the provisions of this clause.
- 12.5 The Agency shall obtain all registration/permissions licenses etc., which are/may be required under any labor or other legislations for providing the services under the contract.
- 12.6 Agency shall take insurance policy under the Workmen Compensation Act to cover workers, not covered under ESI Act 1948, engaged by it and Accident Liability Insurance for its employees for payment of compensation on account of injury, fatal or otherwise due to accident during service. Copies of these insurance policies will be submitted to Discom for reference and records and these insurance policies shall be kept valid at all times.
- 12.7 In case it is desired by any Labor authorities to produce the records with respect to salary/ PF/ESI/EDIL/Bonus etc., the said record/register will be made available by the Agency.

- 12.8 The agency shall follow all law of the land and prevailing orders issued by various Govt Departments like Discom/UP Discoms / UPERC/ NGT/Dept. of Forest/ Dept. of Environment/ CPCB/ Court orders etc.

13. STATUTORY PERMISSION/ APPROVALS

- 13.1 The Agency shall take all steps as may be necessary to comply with the various applicable laws/rules including the provisions of agreement labor (Regulation & Abolition Act) 1970 as amended, minimum wages Act, 1948, Workmen Compensation Act, ESI Act, PF Act, Bonus Act and all other applicable laws and rules framed there under including any other statutory compliance/approval required from the Central/State Govt., Ministry of Labor.
- 13.2 The Agency must also submit the following within one month from the date of LOI and these shall be renewed time to time:
- (a) Certificate of registration under Contract labor (R & A) Act 1970.
 - (b) PF Code No.
 - (c) ESI Registration No.
 - (d) Labor License under Labor Act (R & A) Act 1970. A copy of Labor License shall be deposited by Agency with all Engineer-in-charge responsible for execution of the job before start of the work by the agency, as per guidelines of HR department.
- 13.3 The Agency must follow/adhere/perform the following task:
- (a) To take Third party Insurance Policy before start of work.
 - (b) To follow Minimum Wages Act prevailing in the state.
 - (c) Salary / Wages to be distributed by cheque or direct transfer to employee's bank account only but not later than 7th of each month.
 - (d) To maintain Wage- cum - Attendance Register.
 - (e) To maintain First Aid Box at Site.
 - (f) To Submit Latest P.F. and E.S.I. challans pertaining to the period in which work was undertaken along with a certificate mentioning that P.F. and E.S.I. applicable to all the employees has been deducted and deposited with the Authorities within the time limits specified under the respective Acts.
 - (g) To frame and adhere the Workmen Compensation Policy in compliance with the law.
 - (h) To obtain Labor license before start of work.
 - (i) Registration of Agencys & Contractual Employees under Building & other Construction Worker Welfare Cess Act 1996 & The Building & \ other Construction Workers (Regulation of Employment & Conditions of services) Act 1996, as applicable
- Before commencing the work, it would be mandatory for the Agency to furnish the Discom the permanent PF code no and ESI of the employees.
- 13.4 Agency must ensure that Manpower deployed at the site must adhere to terms & conditions as set out in the Contract.
- 13.5 The Agency shall give a written declaration / undertaking on or before 15th of the following month that he has complied with the following:
- (a) Has paid minimum wages to his manpower along with its proof.
 - (b) Deduct and deposited ESI/PF contribution. Copy of the same shall be submitted.
- 13.6 Agency shall comply with all the amendments to existing acts, upcoming new comprehensive labor acts related to applicable labor law, wage code etc.

14. PERMITS, LICENSES & APPROVALS

- 14.1 It shall be the Agency's exclusive responsibility to obtain all requisite approvals, permits or licenses required for the performance of the Services. However, upon the request of the Agency, the Discom may, where it is necessary to do so, provide reasonable assistance to the Agency, at the risk and cost of the Agency, in applying for and obtaining such permits, licenses or approvals. Any delay in obtaining any such permits, licenses and approvals shall not relieve the Agency from any of its obligations under the Contract.
- 14.2 The cost of obtaining the above-mentioned permits, approvals and licenses and follow-up of the applications for such permits, approvals and license shall be borne by the Agency.
- 14.3 It shall also be the Agency's exclusive responsibility to obtain those requisite approvals, permits or licenses required for the performance of the Services which needs to be obtained by the Discom. However, the cost of obtaining such permits, approvals and licenses shall be borne by the Discom. Discom shall provide reasonable assistance to the Agency in applying for and obtaining such permits, licenses or approvals. Any delay in obtaining any such permits, licenses and approvals shall not

relieve the Agency from any of its obligations under the Contract.

15. REPRESENTATION, WARRANTIES AND GUARANTEES

The Agency shall represent, warrant and guarantee that:

- 15.1 It is a legally recognized entity under the laws of India;
- 15.2 The contract for awarded work contains valid and binding obligations and is enforceable in accordance with the terms hereof;
- 15.3 It has studied the technical feasibility, Site conditions and other prevailing conditions and all other operational details and based on these studies carried out, has agreed to provide to the Discom the services as contemplated in the work order/contract;
- 15.4 It has appraised itself of all applicable rules and regulations, and shall at all times comply with such rules and regulations;
- 15.5 It shall procure vehicles and hire manpower suitable for the purposes of rendering services as contemplated in this agreement;
- 15.6 The Services would be conducted in a safe and efficient manner at the Site and at all times in compliance with Good Industry Practices and requirements of the Discom, and in any event, in accordance to the work order/contract;
- 15.7 It shall procure all consents, licenses, permits, approvals and certificates and authorizations as may be required from any governmental authority for the performance of services at the Site;
- 15.8 It shall duly pay the duties, taxes and levies as are set out in the work order/contract or otherwise, which are to be paid by the Agency;
- 15.9 There is no action, suit or proceeding, at law or in equity, or to the best of knowledge of Agency, any official investigation before or by any governmental authority, arbitration tribunal or other body pending or, to the best of its knowledge, threatened against or affecting it or any of its property, rights or assets, which could reasonably be expected to have material adverse effect on its ability to perform its obligations under this Agreement or on the validity or enforceability of this agreement;

16. EVENTS OF DEFAULTS

- 16.1 Discom may, without prejudice to any of its other rights or remedies under the Contract or in law, terminate the whole or any part of Contract by giving written notice to the Agency, if in the opinion of Discom, agency neglects to proceed with the work order/contract with due diligence or commits a breach of any of the provisions of the Contract including but not limited to any of the following cases:
 - i. Failing to complete execution of Contract as per the terms and conditions specified in the Contract.
 - ii. Failing to complete Contracts in accordance with the approved schedule of Contract.
 - iii. Failing to comply with any reasonable instructions or orders issued by Discom in connection with the Contract.
 - iv. Failing to comply with any of the terms or conditions of the Contract.
 - v. In the event Discom terminates the Contract, in whole or in part, on the occurrence of any event of default, Discom reserves the right to engage any other vendor or agency to complete the Contract or any part thereof, and in addition to any other right Discom may have under the Contract or in law including without limitation, including the right to penalize for delay under clause "Liquidated Damage" of this Contract, the agency shall be liable to Discom for any additional costs that may be suffered/borne by Discom for the execution of the Contract.
 - vi. Failure on the part of the Agency to maintain its confidentiality obligations and/or compromising its integrity, which are required to be of highest standards, so far as the present scope of work is concerned.

17. RISK & COST

If the Agency fails to render the services as per the contract or as per the direction of Engineer-in-charge within the scheduled period and/or even after the extended period, the Discom shall be having the right to cancel/terminate the agreement and the Discom reserves the right to get the work executed from any other source at the Risk & Cost of the Agency. The Extra Expenditure so incurred shall be debited to/recovered from the Agency.

18. LIMITATION OF LIABILITY

- 18.1 The Agency's liability (except Third Party Liability; covered under the agreement and addendums thereto) for all damages, losses, acts or omissions, howsoever occasioned, shall not, at any time exceed an amount equivalent to Contract Value.
- 18.2 Notwithstanding anything stated in the agreement, the limitation of Liability shall not be available/

applicable in case of willful default/breach/negligent act/misconduct on the part of the Agency and/or its employees.

19. TERMINATION

19.1 TERMINATION BY COMPANY FOR NON-PERFORMANCE

During the course of the execution, if at any time the Discom observes and finds that the services are not being performed satisfactorily, the Discom reserves its right to cancel/ terminate the Agreement giving 30 days' notice without assigning any reason and the Discom will recover all damages including losses occurred due to loss of time from the Agency. On receipt of such notice the Agency shall immediately stop all activities related to the work. This is without prejudice to other rights under the terms of contract. The Agency shall hand over the Discom all documents/reports prepared for the work under the contract up to the date of cancellation of order.

19.2 PREMATURE TERMINATION

The order can be terminated by the Discom before the expiry of its term under the following conditions:

- (i) The Agency repudiates the work order or otherwise evidences intention not to be bound by the work order/contract;
- (ii) The Agency assigns, mortgages, or charges or purports to assign, mortgage, or charge any of its obligations or rights in contravention to the provisions of this order; or, transfers or negates any of its obligations in contravention to the provisions of this order.
- (iii) The Agency breaches the Secrecy/Non-disclosure Clause/Confidentiality obligations and/or shares the documents (like agreements, work orders, MB, Technical Specifications/GTP/Drawings etc.), handed over to it for inspection work, with another party/person without prior approval of Discom officer issuing inspection order.
- (iv) If at any stage during the tenure of the work order, Agency is found to be involved or indulging or even attempting illegal, unlawful action or activities or some fraudulent or even trying to take or ask bribe from any consumer or to give bribe official/staff or misuse of property of the Discom.

19.3 The Discom shall be entitled to deduct from any money due or to become due to the Agency, money paid or payable by way of compensation as aforesaid or cost or expenses in connection with any claims thereto. The Agency shall abide by the decision of the Discom as to the amount payable by the Agency under the provision of this clause.

19.4 TERMINATION BY COMPANY FOR CONVENIENCE

The Discom shall, in addition to any other right enabling it to terminate the Contract, have the right to terminate the Contract at any time without assigning any reason, by giving a written notice to the Agency. The Contract shall stand terminated on receipt of such notice but such termination shall be without prejudice to the rights of the Parties accrued on and before the date of termination.

20. GOVERNING LAW AND DISPUTE RESOLUTION

20.1 Governing Law: The Work Order/Agreement shall be governed by the laws of India and each party submits to the exclusive jurisdiction of the courts in Meerut.

20.2 Dispute Resolution Mechanism. All disputes and differences arising out of or in connection with this Agreement shall be resolved amicably by mutual discussion within 30 days. If the dispute cannot be resolved by mutual discussions and agreement, the parties will resolve such dispute by the arbitration policy of Uttar Pradesh Power Corporation Ltd. order dated 09.08.2024 and its amendments/revisions.

21. FORCE MAJEURE

21.1 General

An "Event of Force Majeure" shall mean any event or circumstance not within the reasonable control, of the Party affected, but only if and to the extent that:

- (i) Such event or circumstance, despite the exercise of reasonable diligence, could not have been prevented, avoided or reasonably foreseen by such Party;
- (ii) Such event or circumstance materially and adversely affects the ability of the affected Party to perform its obligations under the contract, and the affected Party has taken all reasonable precautions, due care and reasonable alternative measures in order to prevent or avoid the effect of such event on the affected party's ability to perform its obligations under the contract and to mitigate the consequences thereof. For the avoidance of doubt, if such event or circumstance would not have materially and adversely affected the performance of the affected party had such affected party followed good industry practice, such event or circumstance shall not constitute

force majeure.

- (iii) Such event is not the direct or indirect result of the failure of such Party to perform any of its obligations under the contract; and
- (iv) Such Party has given the other Party prompt notice describing such events, the effect thereof and the actions being taken in order to comply the relevant clause.

21.2 Specific Events of Force Majeure

Subject to the provisions of the agreement, Events of Force Majeure shall include only the following to the extent that they or their consequences satisfy the above requirements:

- (i) The following events and circumstances:
 - (a) Effect of any natural element or other acts of God, including but not limited to storm, flood, earthquake, lightning, cyclone, landslides or other natural disasters, and\
 - (b) Explosions or fires or flood.
- (ii) Public disorder, insurrection, rebellion, sabotage, riots or violent demonstrations of a local character;
- (iii) Declaration of the Site as war zone.
- (iv) Any order, regulation, directive, requirement from any Governmental, legislative, executive or judicial authority.

21.3 Notice of Events of Force Majeure

If a force majeure event prevents a party from performing any obligations under the Agreement in part or in full, that party shall:

- (i) Immediately notify the other party in writing of the force majeure events within 2 working days of the occurrence of the force majeure event.
- (ii) Be entitled to suspend performance of the obligation under the Agreement which is affected by force majeure event for the duration of the force majeure event.
- (iii) Use all reasonable efforts to resume full performance of the obligation as soon as practicable.
- (iv) Keep the other party informed of all such efforts to resume full performance of the obligation on a regular basis
- (v) Provide prompt notice of the resumption of full performance or obligation to the other party.

21.4 Mitigation of Events of Force Majeure

The Agency shall:

- (i) Make all reasonable efforts to prevent and reduce to a minimum and mitigate the effect of any delay occasioned by an Event of Force Majeure, including applying other ways in which to perform the agreement;
- (ii) Use its best efforts to ensure resumption of normal performance after the termination of any Event of Force Majeure and shall perform its obligations to the maximum extent practicable as agreed between the Parties; and
- (iii) Keep the Discom informed at regular intervals of the circumstances concerning the event of Force Majeure, with best estimates as to its likely continuation and what measures or contingency planning it is taking to mitigate and or terminate the Event of Force Majeure.

21.5 Burden of Proof

In the event that the Parties are unable in good faith to agree that a Force Majeure event has occurred to an affected party, the parties shall resolve their dispute in accordance with the provisions of the contract. The burden of proof as to whether or not a force majeure event has occurred shall be upon the party claiming that the force majeure event has occurred and that it is the affected party.

21.6 Termination for Certain Events of Force Majeure

- i. If any obligation of any Party under the Agreement is or is reasonably expected to be delayed or prevented by a Force Majeure event for a continuous period of more than 1 (one) month during the Term of the Agreement, the Agreement shall be terminated at the discretion of the Discom and neither Party shall be liable to the other for any consequences arising on account of such termination.
- ii. The Discom reserves the right to demand the Agency's services on holidays as well as beyond the normal working hours.
- iii. The Agency will ensure that none of their person is engaged in any unlawful activities subversive of the Discom's interest failing which suitable action may be taken against the Agency as per the terms and condition of this order.
- iv. The Agency shall be liable for payment of all taxes and duties as applicable, to the State/ Central Govt. or any local authority.
- v. The Agency's employees shall not be treated as Discom's employees / persons for any purpose

whatsoever & facilities/ benefits applicable to the Discom's employees shall not be applicable to Agency's employees. If due to any reasons whatsoever the Discom is made liable to meet any obligation under any of the laws & enactment etc., for any reason whatsoever the same shall be recovered from the Agency either from the present and future amount payable to him or as per law.

22. NOTICE & COMMUNICATION

Any notice or other formal communication to be given under the contract shall be in writing and signed by or on behalf of the party giving it and shall be sent by registered post to the addresses of Agency or Discom as mentioned herein above or to any other addresses as agreed by the parties, in writing from time to time.

Any notice or other formal communication can also be sent through official e-mail ID of authorized person of Agency or Discom.

23. SAFETY CODE

- 23.1 The Agency shall ensure adequate safety precautions at site, as required under the law of the land to facilitate safe working, during the execution of work under agreement/work order and shall be entirely responsible for the complete safety of their personnel at site and premises during performance of services under agreement.
- 23.2 The Agency shall observe the safety requirements as laid down in the agreement.
- 23.3 The Agency employing one hundred employees or more, including employees deputed under agreement, shall have a safety officer in order to ensure the implementation of safety requirements of the agreement and if the Agency having lesser number of employees, including agreement workers, shall nominate one of its employees to act as safety coordinator who shall liaise with the safety officer on matters relating to safety and his name shall be displayed on the notice board at a prominent place at the work site.
- 23.4 The Agency shall be responsible for non-compliance of the safety measures, implications, injuries, fatalities and compensation arising out of such situations or incidents.
- 23.5 In case of any accident, the Agency shall immediately submit a statement of the same with Discom, containing the details of the accident, any injury or casualties, extent of properly damage and remedial action taken to prevent recurrence.
- 23.6 The agency / safety officer shall be responsible for providing training to all staff, safety compliances, testing and fitness of all T&P, PPE, annual safety audit reports etc.
- 23.7 In case of any electrical accident, the Discom will not have any responsibility for compensation or medical treatment of the agency's employee or any other person. All expenses shall be borne by the agency.

24. WORKMEN COMPENSATION

- 24.1 The Contactor shall take insurance policy at his own cost under the Workmen Compensation Act to cover such workers who are not covered under ESI by the Agency however engaged to undertake the jobs covered under this order and a copy of this insurance policy will be given to Discom for reference and records. This insurance policy shall be kept valid at all times. In case there are no workers involved other than those who are covered under ESI by the Agency, the Agency shall certify for the same.
- 24.2 The Discom shall be entitled to deduct from any money due to or to become due to the Agency, moneys paid or payable by way of compensation as aforesaid or cost or expenses in connection with any claims thereto and the Agency shall abide by the decision of the Discom as to the amount payable by the Agency under the provisions of this clause.
- 24.3 The Agency shall keep the Discom indemnified at all times, against all claims of compensation under the provisions of Workmen Compensation Act 1923 as amended from time to time or any compensation payable under any other law for the time being involving workmen engaged by the Agency in carrying out the job involved and against costs and expenses, if any, incurred by the Discom in connection therewith and without prejudice to make any recovery.

25. THIRD PARTY INSURANCE

- 25.1 The Agency shall, before the commencement of work, take a Third-Party Insurance of an adequate value, at his own cost and expenses, securing all the risks/losses/damages which may be caused to any third party and/or Discom and/or its employees/associates, because of the omission/performance of tasks by the Agency under the contract. The full and final settlement of claims raised by third parties shall be the sole responsibility of the Agency without any liability to Discom.
- 25.2 It is further agreed by the Agency that in case of defect/damage to the system because of default on the

part of the Agency, the Agency shall, at its own cost, be liable to replace/rectify the same at the earliest or make good the loss suffered by Discom.

26. HUMAN RESOURCE ISSUES

- 26.1 The Agency would execute the services under agreement through its own resources.
- 26.2 The Agency shall bear all expenses/cost to be incurred towards salary, allowances, perks, travelling allowances, advances, insurance, safety measures, annual increment, security, transportation, conveyance reimbursement, telephone expenses, leave pay and all other misc. expenses etc. of their employees/ workmen during the validity/tenure of the Agreement or any renewed tenure thereto. Also, the Agency shall be solely responsible for making payment for Hospitalization, Compensation thereof in case of any accident & injury.
- 26.3 The Agency shall submit the following documents of the personnel deputed for inspection work, on issuance of inspection order, to the officer of Discom by whom the inspection order is issued:
- (i) Educational Qualification Certificate: Certificate and mark-sheet of all manpower demonstrating the highest educational qualification of all personnel, making them competent for the task assigned.
 - (ii) Experience Detail
 - (iii) ID Proof (Aadhar Card)
- Discom reserves the right to reject deployed manpower, in case the same is not found suitable.
- 26.4 Agency shall submit an Affidavit clearly stating that back-ground check for all personnel is complete and back-ground reports have been prepared to this effect within one month of deployment.
- 26.5 At no point of time during the tenure/validity of contract, the Agency's employees shall not insist upon the Discom for employment, wages, and allowances or any other related matter, payment etc.
- 26.6 The Agency shall not deploy the manpower below the age of 18 years.
- 26.7 The Agency shall be directly responsible for any / all disputes arising between Agency and its persons and keep the Discom indemnified against all losses, damages and claims arising thereof. The Agency shall resolve all disputes of its manpower.
- 26.8 All safety wears required for the Agency's manpower during the execution of work must be provided by the Agency at its own cost and the Agency shall ensure that its employees regularly use such safety gears.
- 26.9 The Agency shall ensure that none of its associate/personnel is engaged in any unlawful activities or any other activity subversive of the Discom's interest, failing which the same shall be termed as breach of the terms of agreement and annexures thereto and suitable action may be taken against the Agency as per the terms & conditions of the Agreement. The Agency will ensure that none of the manpower engaged by it will demonstrate before the offices of the Discom in any manner whatsoever. In case any of the manpower engaged by Agency is found indulging in such activities, the same shall be termed as breach of the terms of agreement and annexure thereto and the Agency will take suitable action against such of their employees and submit the ATR with Discom.
- 26.10 The Agency shall ensure compliance with minimum wage requirements of the correct category and shall ensure the following:
- (a) Timely payment of minimum wages to deployed manpower as per the rate notified from time to time by the Government.
 - (b) Compliance with all other relevant PF, ESI, Insurance and other laws as applicable per statute.
 - (c) To retain Challans/Receipt issued by Statutory Authorities like Regional Provident Fund Commissioner (RPFC)/including its own Pension Provident Fund Trust for previous month & proof of payment towards compliance of other statutory provisions like E.S.I., GST etc.
 - (d) Agency will also produce challan/receipt with respect to payment of GST as a proof for such statutory payment.
- 26.11 Agency shall comply with provisions of the Payment of Wages Act 1936, Minimum wages Act-1948, Employee's Provident Fund & Miscellaneous Provision Act 1952, ESI Act 1948, Discom's Liability Act 1936, Industrial Dispute Act 1947, Maternity Benefit Act 1961, Contract Labor (Regulations & abolition) Act 1970, THE SEXUAL HARASSMENT OF WOMEN AT WORKPLACE (PREVENTION, PROHIBITION AND REDRESSAL) ACT, 2013 or any other Act relating to rules made hereunder from time to time. For the said purpose the Agency shall get itself covered under the Employee's Provident Fund & Miscellaneous provision Fund 1952 & ESI directly with the appropriate Regional Provident Fund Commissioner, if not done so far and shall intimate to the Discom the Code No. allotted by the RPFC & ESI Authorities within one month from the date of commencement of the work under agreement.
- 26.12 **IDENTIFICATION CARD:**

The inspectors shall carry identification cards (IDs) issued to him/her by the Agency during execution of all inspection related activities.

27. DEPLOYMENT OF RESOURCES

- 27.1 The agency shall deploy adequate resources for the smooth execution of work assigned to them. The agency shall provide complete details including name, address, and Aadhar Card number of resources deployed.
- 27.2 The agency shall deploy qualified & experienced resources in accordance with the requirements of the contract. The agency shall also ensure to meet the requirements of performance standards as mentioned in this document. If at any stage, the Discom/Engineer In-Charge finds the resources not suitable or not up to the mark, the Agency shall deploy the alternate resources immediately.
- 27.3 Distribution of electricity is an essential service as well as a public utility service. It is imperative to secure the electric network of our license area so that uninterrupted distribution of power supply to essential services like Metro, Police, hospitals, etc. is maintained. Proper security measures are essential due to the extremely sensitive and critical nature of these services. Therefore, Agency shall be responsible for maintaining Personal Identification Data of all manpower deployed by it for services under the contract preferably in electronic form and share the same with Discom as and when asked.
- 27.4 The resource deployed by the agency shall exercise highest level of integrity at work place and shall not involve in any type of malpractice. In case any resource of the agency is found involved in any malpractice, the agency shall indemnify the Discom for the loss incurred by the Discom on account of such malpractice/misconduct.
- 27.5 In case the agency or the resource deployed by it is unable to execute the assigned work as per satisfaction of the Discom or the deployed manpower of the Agency refuses to work or for any other reason likely to lead to loss of productivity, the Discom shall have right of engaging any other agency or resorting to any other suitable means without giving any reason and to recover the cost incurred out of the amount payable or become due to the agency.

28. REPLACEMENT OF RESOURCE(S)

- 28.1 Should the Discom consider at its sole judgment that the persons deployed by the Agency are not suitable for the job for whatsoever reason, the Discom will have the option either (i) to seek prompt replacement deputing the other person at the cost of Agency or (ii) to terminate this work order/agreement in part or as a whole.
- 28.2 If the Discom finds any employee of the Agency guilty of any misconduct, incompetence or negligence, the Agency shall, if so intimated by the Discom, withdraw such employee from the work of Discom and replace him with a qualified and competent manpower. Agency shall keep the Discom informed of all manpower replacements and all such data shall be submitted with the person nominated by Discom along with personal & qualification details of such persons deputed as replacement.
- 28.3 If any manpower deployed by the Agency is found indulged in unfair practices or causing direct or indirect damage to Discom's Image/Property/Revenue, immediate action shall be taken by the Agency and the Agency shall suitably compensate the Discom for all loss incurred by the Discom. Agency shall have retrenchment / removal policy in place to handle such matters.

29. CONTRACTOR'S OBLIGATIONS

A) General Obligations

- 29.1 The performance of Services as completed by the Agency shall be wholly in accordance with the Contract and fit for the purposes for which they are intended to and as defined in the Contract. The Services shall include any Service which is necessary to satisfy the Discom's requirements and as implied by the Contract.
- 29.2 The Agency shall execute the Services within the time frame for completion as specified in the order/agreement and Scope of Work. Without prejudice to the provisions of the Contract, before commencing the Services, the Agency shall satisfy itself regarding the Discom's requirements. The Agency shall give notice to Discom, within forty-eight (48) hours of the receipt of Discom's requirements, of any error, fault or other defect in the Discom's requirements or such items of reference.
- 29.3 The Agency takes full responsibility for the adequacy and stability of Services to be performed at the Site.
- 29.4 The Agency shall at all times endeavor to adopt best practices as is prevalent in like industry and shall always be required to achieve the desired quality and confirm to the schedule of Service(s)

- at no additional cost to the Discom.
- 29.5 The Agency is deemed to have satisfied itself as to the correctness and sufficiency of the Discom's requirements and other terms of the Contract relating to its risks, liabilities and obligations set out in or implied by the Contract and all matters and things necessary for the proper performance of the Services.
- 29.6 The Agency acknowledges the responsibility of the following during the performance of the Services:
- (a) The proper transportation of Manpower and tools up to the Site and back.
 - (b) Availability of competent Manpower in time.
 - (c) Compliance with the HSE Conditions and adherence to Contractual terms;
 - (d) Protection of the environment and adjacent structures and taking steps for remedying any damage caused to the environment or adjacent structures during the performance of the Services by the Manpower;
- 29.7 Train its Manpower in the manner as reflected in their training manual, requirements of Discom and as per the best industry practice before the deployment at the Site. Agency shall maintain training records. Agency ensures to replace Manpower of same qualification/experience against reliever / absenteeism of Manpower. In the event of replacement of Manpower, comply with all the pre and post requisite details of deployment, including but not limited to, furnishing of all the required registrations, licenses and medical examinations at the cost of Agency without reimbursement from Discom.
- 29.8 Agency agrees to provide all preliminary information or data as may be required by the Discom within 30 days of issuance of the signed LOI/Work order or as per mutually agreed timelines.
- 29.9 In case the Agency comes across with any ambiguity and/ or discrepancy in the Discom's requirements, it shall immediately Communicate such ambiguity and/ or discrepancy to Discom, for seeking appropriate instructions to resolve such ambiguities and discrepancies.
- 29.10 Agency to maintain sufficient cash flow as working capital to meet the inspection related expenses for the Manpower.
- 29.11 If the Discom discovers misuse of its resources by Agency's Manpower Discom shall serve notice for the same and in case the manpower of agency is found to repeat the same, Discom reserves right to recover a suitable amount as per Discom discretion. Discom decision in this regard shall be final & binding.
- 29.12 The Agency shall not use the name of Discom in any manner for credit arrangement or otherwise and it is agreed that the Discom shall not in any way be responsible for any debts, liabilities or obligations of the Agency or its Manpower.
- 29.13 In case, if the Discom is of the opinion, after due consultation with the Agency, that extra Manpower or material / equipment is/are required for reasons of improving the quality and nature of Services at the Site, the Agency shall arrange for the same timely at the rates specified in the Contract.
- 29.14 Agency to ensure that the Manpower deployed have bank account in which their payment must be directly credited by the Agency.
- 29.15 Working hours will be governed by the Factories Act and Applicable Law as per State where Site is located and Manpower have been deployed.
- 29.16 Agency must ensure that child labor is not to be deployed at the Site.
- 29.17 Agency shall develop its own network and arrangements and shall be solely responsible to recruit its own personnel for providing Services.
- 29.18 Manpower so deployed at the Site shall carry out only those Services that are stipulated under the terms of the Contract and shall not do any other job for reward or otherwise, except than those stipulated.
- 29.19 In case of accident of whatsoever nature at the Site where the Manpower is injured or dies, it would be the sole responsibility of the Agency without any risk and cost of the Discom.
- 29.20 In case death, injury to any Manpower of the Agency, the Agency is solely responsible under Workmen Compensation Act and any other Applicable Law. Agency must not violate any statutory provisions / Applicable Law and shall keep Discom indemnified, in full, from any claim associated with injury/death to its employee deployed under the agreement. Agency to compliant with all Applicable Laws. Any breach in statue/Applicable Law, Discom reserves right to recover reasonable compensation at the discretionary of Discom.
- 29.21 Agency to provide master plan for deployment of Manpower and related resourced to the Discom before commencement of the Services. Along with this Agency shall provide documentations in details covering Manpower details as per the conditions of contract.

B) Compliance with Applicable Laws by Agency

- 29.22 The Agency shall fully familiarize itself and conform in all aspects with all Applicable Laws. The Agency shall be bound to give all notices, file all returns, etc., required by Applicable Laws, as aforesaid and to pay all fees and charges in respect thereof. Agency must have experienced manpower with knowledge to handle all statutory compliance related matters
- 29.23 The Agency shall not be absolved from any of its obligations under Applicable Laws or the Contract or claim any additional amount from the Discom or seek any extension of time due to its ignorance of any Applicable Law.
- 29.24 The Agency shall indemnify the Discom against all costs, expenses, penalties and liabilities incurred/ suffered by any of the Discom due to non-compliance of any Applicable Law by the Agency in relation to the performance of the Services.
- 29.25 Agency is required to obtain requisite license issued by the licensing officer/competent authority in the Government office before commencement of Services.
- 29.26 Agency shall ensure that it remains in compliance with Applicable Laws at all times and maintained registers and records with all particulars as may be specified in the Applicable Laws.
- 29.27 Payment of gratuity (if any) to Manpower will be sole responsibility of the Agency.
- 29.28 Agency to submit details of payments made to PF and ESIC authorities with a list of Manpower deployed at the Site with copy of deposit challans. List of Manpower with PF and ESIC numbers to be maintained up to date by Agency and if required to be shared with Discom.

C) Agency's Other Obligations

- 29.29 The employees deployed by the Agency shall be employees of the Agency.
- 29.30 At no point in time shall any employee of the Agency claim to be the employee of the Discom.
- 29.31 The Agency is committed to recruit and provide qualified, experienced, well-trained, physically & mentally fit personnel in accordance with the Discom's standard, duly verified by the local police Station as regards their antecedents and backgrounds.
- 29.32 The Agency shall ensure that, the Agency's manpower deployed at the Discom shall be in good health, shall have proper eyesight and shall not have any medical problems which may endanger his life and the life of the other Discom employees associated with the respective inspection work.
- 29.33 The Agency shall uphold the strictest disciplinary standards for all their personnel and any transgressions are dealt with immediately, and to the fullest extent that the law allows.
- 29.34 The Agency undertakes to provide required resources to maintain desired service level. In case of any failure in services due to paucity of resources, Discom shall be within its rights to make necessary deductions in addition to such rights as available under contract.

30. DISCOM'S OBLIGATIONS/RESPONSIBILITIES

- 30.1 Discom shall not exercise direct control (including matters of payments, discipline and removal/termination) and supervision over the Agency's Manpower and that shall be done by the Agency. However, Discom shall have a right to assess the abilities and skills of the Manpower deployed by the Agency to ensure the quality of Service provided under the Contract, without actually managing or directing such Contract Manpower.
- 30.2 Discom may check the competencies of the manpower for the work for which they are deputed to ensure that requisite skill and competency levels are being met with by the Agency.
- 30.3 Discom reserves the right to review the resources requirement for the performance of assigned task, periodically or preferably on monthly basis for their respective performance. The Agency, without any objection, shall deploy resources on time accordingly.
- 30.4 The Discom reserves the right to engage other party(ies) to perform similar or identical Services to be performed by Agency under this Contract / Agreement for which Agency shall not have any objections.
- 30.5 Discom shall have the right to inspect performance of Agency's manpower at Site. Any deviation or gap or discrepancies noticed in executing Services shall be communicated to the Agency and within next two working days it shall provide reasonable feedback with evidence to Discom. If Agency does not respond to the Communication in time under this sub Article, it tantamount to breach of the Contract and shall attract reasonable compensation in terms of the Contract.

31. INDEMNITY

- 31.1 The Agency shall indemnify, defend, save and hold harmless all directors, Discom and its employees against any and all suits, proceedings, actions, demands and third-party claims for any loss, damage, cost and expense suffered by Discom on account of the negligence, act or omission inaction by the

Agency or its employees under the contract.

- 31.2 The Agency shall also be responsible and liable to Discom for any loss or damage caused to Discom for any negligence or inaction, damage to the property of Discom caused by the Agency or its employees.

32. SECRECY & CONFIDENTIALITY

- 32.1 The technical information, data and other related documents forming part of order and the information obtained during the course of execution of activities under the contract shall be the Discom's exclusive property and shall not be used for any other purpose except for the execution of the order. The technical information drawing, records and other document shall not be copied, transferred, or divulged and/or disclosed to a third party in full/part, not misused in any form whatsoever except to the extent for the execution of this order.
- 32.2 This technical information, drawing and other related documents shall be returned to the Discom with all approved copies and duplicates including data/drawing/plans as are prepared by the Agency during the executions of the contract, if any, immediately after they have been used for agreed purpose.
- 32.3 In the event of any breach of this provision, the Agency shall indemnify the Discom against any loss, cost or damage or claim by any party in respect of such breach.
- 32.4 The Agency shall not use the name/logo/emblem of the Discom in any manner either for credit arrangement or otherwise and it is agreed that the Discom shall not in any way be responsible for the debts, liabilities or obligations of the Agency and/or his employees.
- 32.5 The Agency hereby covenant that the Agency shall be responsible for theft, if any committed, by his staff and the Agency shall indemnify Discom from and against all claims, demands, actions, suits and proceedings, whatsoever that may be brought or made against the Discom by or on behalf of any person, body, authority whatsoever and whomsoever and all duties, penalties, levies, taxes, losses, damages, costs, charges and expenses and all other liabilities of whatsoever nature which the Discom may be liable to pay, incur or sustain by virtue of or as a result of the performance or non-performance or observance or non-observance by the Agency of any of the terms and conditions of this agreement. The Discom shall have full power and rights at its discretion to pay or defend or compromise any suits, claims or demands brought or made, whether pending or threatened touching upon this agreement as it may consider necessary or desirable and shall be entitled to recover from the Agency all sums of money including all legal costs, charges and expenses incurred by virtue of any such compromises which shall not be called into question by the Agency but shall be final and binding on the Agency.

33. NON-EXCLUSIVITY

The award of the work order/agreement to the Agency shall not preclude the Discom from awarding the same order for similar work at the same rates, or on any terms and conditions to other party or parties. The Discom at its discretion may place the order on any other party.

34. SEVERABILITY

If any provision of this Agreement is or becomes invalid or unenforceable by the courts of any jurisdiction to which it is subject, such invalidity or unenforceability shall not prejudice the remaining provisions of this Agreement, which shall continue in full force and effect.

35. ASSIGNMENT & SUBLETTING

The Agency shall not sublet or transfer any portion of services awarded to the Agency as envisaged herein and falling under the contract.

36. ASSIGNMENT BY THE DISCOM

The rights and obligations of Discom under the Contract shall be assignable to Affiliates, associate Discom, joint venture or any other Discom including change in Management Control and Discom's lenders without consent of the Agency. Upon written notice of seven Business Days (07 days) by Discom, the Contract shall be deemed to have been assigned to the third party under this Article. This Article fulfils its meaning notwithstanding the notice is not accepted by the Agency and Discom shall not be obliged to the Agency after seven days (07) of issue of any further notice.

37. NO JOINT VENTURE

The Agency shall not constitute a joint venture, consortium or other unincorporated grouping of two or more Persons.

38. WAIVER OF RIGHTS

No delay or forbearance by Discom in exercising any right or power under this Agreement shall be construed

as a waiver of such right or power, nor shall any single or partial exercise of such right or power preclude any further exercise of such right of power.

39. DISCLOSURE OF RELATIONSHIP

The Agency acknowledges & undertakes that the Agency or any partner of the Agency or director of the Agency is not related to any of the officers of the Discom or the Discom's Representative, or alternatively, is a close relative of an officer of the Discom or the Discom's Representative and has no financial interest/stake in the Discom's business. The Parties agree that breach of the above provisions shall entitle the Discom to terminate the Contract without payment of any compensation to the Agency. The Agency agrees and acknowledges and shall ensure that its employees, directors and partners do not develop any such interest during the Contract Period.

40. ENVIRONMENTAL, HEALTH & SAFETY

The Agency will ensure that the Environment, Health & Safety (EHS) requirements are clearly understood and faithfully implemented at all levels at site as per instruction of Discom. Agency must comply with the requirements, as follows:

- (i) Comply with all of the elements of the EHS Plan and any regulations applicable to the work.
- (ii) Comply with the procedures provided in the interests of Environment, Health and Safety.
- (iii) Ensure that all of their employees designated to work are properly trained and competent.
- (iv) Ensure that all tools they bring on to site have been inspected and serviced in accordance with legal requirement and manufacturer's or suppliers'/agencies' instructions.
- (v) Provide details of any hazardous substances to be brought onsite.
- (vi) Ensure that a responsible person accompanies any of their visitors to site.
- (vii) Use of correct tools and safety equipment

41. ACCEPTANCE

Acceptance of the CONTRACT implies and includes acceptance of all terms and conditions enumerated in the CONTRACT. Agency's and Discom's contractual obligations are strictly limited to the terms set out in the contract.

SECTION – IV: **SPECIAL CONDITIONS OF CONTRACT (SCC):**

These Special Contract Conditions of Contract (SCC) shall be read in conjunction with the Terms and Conditions of the Contract, General Conditions of Contract (GCC), Scope of Work and other documents forming part of the contract wherever the context so requires. Notwithstanding the subdivision of documents into separate sections and volumes, every part of each such document shall be deemed to be supplementary to and complementary of every other part.

1. EFFECTIVE DATE, TIME AND VALIDITY

- 1.1 The order/agreement shall become effective for all purposes from the date to be specified under the agreement and continue to remain in force for the period of 02 years. Notwithstanding the continuous/periodic review/assessment of agency's performance by Discom, at its discretion, the annual performance of the Agency will be evaluated /reviewed year on year basis after completion of every year for continuity of validity of the agreement.
- 1.2 That further Renewal and extension of the agreement shall be the sole prerogative of Discom. Discom reserves the right to renew the agreement.
- 1.3 Illustrative Conditions for Renewal and Extension of Agreement Beyond Agreement Duration:
Discom may, at its sole discretion, consider renewal and extension of the agreement for one (01) year beyond the agreement duration. Such a decision for extension, if envisaged, may be taken 1 month before the expiry of the agreement. However, Discom may, at its discretion, renew even within One Month of expiry of agreement. Discom reserves the right not to renew and extend the agreement beyond agreement duration.
- 1.4 Discom shall notify the Agency of any possible extension or request the Agency to furnish additional information, as may be required, for granting such extension.

2. ORDER VALUE

Value of the Contract will be contracted out on the basis of finalized Man-days basis.

3. RATES & ESCALATION

- 3.1 The Rates/Agreement Consideration are firm and fixed for the Agreement period. The Rates shall not be subject to escalation or increases on any account/reason(s) whatsoever.
- 3.2 The rates set out above are also inclusive of reasonable incidental expenses incurred by Agency on the following:
 - (i) Increased labor costs
 - (ii) All taxes and levies, including but not limited to GST, etc. as applicable during the currency of the contract.
 - (iii) Mobile and Conveyance of the Agency's employees up to site and/ or from one place to another place for carrying out the job.
 - (iv) Rates shall be valid for all heights and locations.
 - (v) All other expenses incidental to the job.
 - (vi) The Discom shall pay only once against the service provided irrespective of the fact that the Agency might have to take more than one attempts for providing the service.
 - (vii) Compliance with all labor laws including Minimum Wage Act, Bonus Act, The Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) ACT, 2013 etc. in respect of employees engaged by the Agency for the discharge of services as per this agreement.

4. CONTRACT CUM PERFORMANCE SECURITY e-BANK GUARANTEE (CPBG)

- 4.1 Agency shall furnish the CPBG in the form of e-bank guarantee within 15 days from the date of issue of LOI / Work Order for due performance of the provisions of Work Order/Agreement.
- 4.2 The CPBG shall be of 10% of contract value inclusive of taxes & duties and shall be valid till agreement period+6 months claim period.
- 4.3 The e-CPBG shall be issued from any nationalized / scheduled bank as per Discom format.

- 4.4 The Discom shall reserve the right to invoke the e-CPBG unconditionally and without recourse to the Agency, if there is failure to perform any part of the Agreement for whatsoever reason. This clause is pertaining to performance of contractual obligations and the decision of Discom shall be final in this regard.
- 4.5 In the event of any claim or any other outstanding Contractual obligations remaining unfulfilled, the Agency shall be required to extend the e-CPBG till the settlement of all claims and completion of all Contractual obligations at the cost and consequences of agency.
- 4.6 In the event, in Discom's sole judgement, the Agency has fulfilled all its obligations under this Agreement, the e-CPBG shall be released without any interest after the expiry of e-CPBG and its claim period as mentioned above upon compulsory submission of i) No Demand Certificate ii) Indemnity Bond iii) NOC issued by Discom.
- 4.7 If the e-CPBG is or becomes invalid for any reason (other than its expiry), the Agency shall immediately notify the Discom and provide within five (5) days a replacement e-CPBG in the form set out in the Contract/Agreement.
- 4.8 The Agency shall obtain extension of the validity before sixty (60) Business days of expiry of such e-CPBG for the period stated in such request by the Discom.
- 4.9 It is Agency's responsibility to incur charges / cost to maintain and extend CPBG without claiming reimbursement from the Discom.

5. PENALTY

- 5.1 Penalty at the rate of 1% of invoice amount for respective work per week or part thereof will be imposed for delay in submission of report with respect to the given timelines (including extension granted by Discom (if any)).
- 5.2 If the submitted inspection report is found unacceptable by Discom then the Agency will be granted seven (07) working days' time to submit the amended report. However, if the TPIA fails to submit the amended report even after the additional time granted as above or the amended report submitted is again found unacceptable penalty of 0.5% invoice amount for respective work will be imposed in addition to the penalty mentioned above at serial no. 5.1.
- 5.3 The total deduction due to penalties as per point no. 5.1 & 5.2 above, shall not be more than 10% of the total invoices submitted by the Agency pertaining to such work.
- 5.4 In case any non-conformities (wrong report/fraudulent details) are found in the works of Agency a penalty of 50% of the invoice amount for respective inspection work shall be imposed. If a major discrepancy is found, 100% deduction shall be made from invoices submitted for respective inspection work. This clause shall be over and above the clause 5.3 above and the ceiling of 10% of the total invoice submitted shall not apply in these cases. Also, if repeated cases of such non-conformities are found, Discom can take strong action against the Agency.

6. UPERC GUIDELINES & REGULATIONS

The bidder shall make themselves fully aware & familiarize with prevailing UPERC guidelines/regulations.

SECTION – V

SCOPE OF WORK

1. OBJECTIVE

- 1.1. The main objective of Discom is to ensure quality supply of electricity to its consumers for which system development/strengthening/O&M works are needed to be carried out regularly so that the power distribution network is upgraded in accordance with the change in demand.
- 1.2. However, the upgraded system does not deliver the intended outcome if the works are not carried out as per standards/codes/guidelines. This is where inspection and quality check of the works, by a third party, finds its importance.
- 1.3. Accordingly, Discom intends to appoint Third Party Inspection Agency (TPIA) to ensure good quality in projects/works executed under the Discom. The Inspection Agency is required to inspect quality of works, workmanship of the project, quality of material and check if proper procedures/norms and standards are being followed by the contractors.

2. MODEL

- 2.1. Discom may appoint one or more TPIAs through this bidding process.
- 2.2. The TPIA(s) will have to carry out inspection in any area under the jurisdiction of Discom as per the conditions of this RFP on issuance of inspection order.
- 2.3. The authorized officer(s) of Discom shall issue the inspection orders to TPIAs from time to time as per requirement following which the TPIA will have to nominate a competent inspector to carry out the work and submit report as per the scope of work/service level agreement defined in this RFP. The nominated inspector shall intimate the Superintending Engineer (Distribution) of concerned circle regarding the plan for inspection work and accordingly the Superintending Engineer shall provide relevant documents (like Agreement, BoQ, Technical Specifications/ GTP/Drawings, Measurement details, Executed Estimate etc.) to the inspector for the said inspection.
- 2.4. Discom may also issue orders to completely/partially inspect already inspected works by a different TPIA.
- 2.5. The payment against inspection work done by TPIAs shall be made on Man-days basis as per the conditions defined in this RFP.

3. SCOPE OF WORK

- 3.1. The TPIA will have to carry out inspection activities and ensure good quality of construction/strengthening works of electricity distribution system carried out in various schemes (except those schemes/works where dedicated inspection mechanism is provided) funded by central & state government/financial institutions as well as other heads like Business Plan, Nagar Nikay, Deposit, Supervision, System Improvement, O&M etc. on issuance of inspection order for the concerned project/works.
- 3.2. The scope of work for the TPIA shall include but will not be limited to-
 - i. Inspection of works as per Field Quality Plans (FQP)/Construction Drawings (CD)/Technical Specifications (TS) in accordance with the tender documents/ agreement/electricity rules/regulations.
 - ii. During implementation of the project also the TPIA may be asked to carry out inspections at some/all sites to verify that works are being carried out in compliance to the CD/TS and accordingly send site observation reports to Discom, mentioning discrepancies and required remedial actions by the contractor.

- iii. On completion of respective works, TPIA may be asked to carry out joint inspection with the Discom officials for final measurement and quality control.
- iv. Ensure that the construction of plants/lines is in accordance with the electrical safety standards specially in pole grouting, earthing, guarding of lines, height of conductors from ground, clearance from structures/trees, pole mounted distribution transformers etc. If the work has been executed as per the BoQ/drawing but the relevant standards/safety regulations have not been followed, then the same shall be mentioned in the inspection report.
- v. On observation of supply of sub-standard material at site, report the same to Discom.
- vi. The TPIA may also be asked to formulate comprehensive quality assurance plan for the respective work.
- vii. The TPIA shall also check and match the quantity as mentioned in agreement, BOQ and MB. It will also examine whether all information has been duly uploaded in ERP or not.
- viii. Upload the field inspection details on ERP. A separate login will be provided to the TPIA for the same. There shall be provision of E-form on ERP consisting of Inspection Summary & Detailed Report.
- ix. Submit Final Inspection Report within 15 days of issuance of inspection order from Discom. However, in special circumstances Discom may grant additional 07 days to the TPIA for report submission. The date of inspection shall be intimated to the Discom & contractor by the concerned inspectors before departing for inspection.
- x. Give suggestions & inputs regarding specifications, drawings, GTPs etc. for quality assurance/enhancement of the power distribution infrastructure in the state.

Note- All tools required for inspecting the works will be arranged and transported at site by the TPIA at its own cost and expenses on receipt of information from authorized officer of the Discom for carrying out inspections till the completion of the respective project.

4. SERVICE LEVEL AGREEMENT-

4.1. The Service level Agreement (SLA) for TPIA shall include the following-

- i. Submission of field inspection reports within 15 days of issuance of notice/information by Discom for carrying out the inspection.
- ii. Rotation of inspectors i.e. changing the area allotted to inspectors at least after every 03 months.
- iii. For the critical parts of works including pole grouting, earthing of poles, distribution transformer, substation equipment earthing (where execution work has been performed), HT & LT line sag provide the photographs with GPS co-ordinates of the location.
- iv. Reports submitted by TPIA shall include-
 - a) General Information pertaining to works inspected like area, scheme/head, contractor, supplier etc.
 - b) Summary of discrepancies along with rating of the works executed by the contractor in the following gradings:-
 - 1) Bad-replacement required
 - 2) Below Average-Unacceptable & needs improvement/replacement.
 - 3) Average & acceptable
 - 4) Better than Average
 - 5) Outstanding
 - c) Detailed report with photographs of all discrepancies, pole grouting & earthing of electrical equipment and observations on quality of works.
 - d) Suggested improvement in line/plant construction practices for further quality enhancement.
 - e) Comment on the quality of material used mentioning irrespective of whether the material was centrally supplied or supplied by the contractor.
 - f) **Additional criteria when TPIA inspects the works already inspected by another TPIA-**
 - 1) Submission of inspection report of by TPIA within 10 days of issuance of notice/information from the Discom for the same.

- 2) Summary of critical discrepancies not identified in the first inspection by the concerned TPIA (if any).
- 3) Rating of inspection report submitted by the concerned TPIA that originally inspected works (on the scale of 5 i.e. 0/1/2/3/4/5 best being 5).

5. MANPOWER & TIMELINES

5.1. Team Structure & Qualification/Experience of Manpower

- i. TPIA shall deploy inspectors having qualification and experience as below for carrying out inspection work under the contract-

Minimum Number*	Education Qualification	Minimum Work Experience
One*	Degree in Electrical/ Electrical & Electronics engineering (B.E./ B.Tech) from a recognized university	Over 7 years of experience in the power sector including at least 3 years of experience in inspection of infrastructure works in Power Distribution Sector.

**The number of required inspectors may be increased/decreased as per site requirement or on the instructions of Discom.*

- ii. The TPIA shall nominate an official of Manager rank to act as a single point of contact with Discom for co-ordination/correspondence regarding all inspection related activities.

5.2. Inspection time-

Sr. No.	Details of works	Time duration in Man days
1	New 33/11 KV substation	01 Day per sub-station
2	Capacity Enhancement and other related electrical work of 33/11KV substations	01 Day per sub-station
3	Installation of New Power Transformer and related work of 33/11KV substations	01 Day per sub-station
4	Replacement of 33KV/11 KV VCB and related work of 33/11KV substations.	0.5 Day per sub-station
5	Construction of 33KV/11 KV/LT lines	07 Km. per Day
6	Re-conductoring work of 33 KV/11 KV/ LT lines	07 Km. per Day
7	Construction of LT line with LT AB Cable	07 Km. per Day
8	Replacement of LT AB Cable of LT line	07 Km. per Day
9	Construction of Underground 33 KV/11KV/ LT line	05 Km. per Day
10	Replacement of damage 33 KV/11 KV/ LT line	05 Km. per Day
11	Construction of 11/0.4KV substation	0.25 day per sub-station
12	Capacity Enhancement and other related electrical work of 11/0.4KV substations	0.25 day per sub-station

Sr. No.	Details of works	Time duration in Man days
	<i>Man-days of works other than those mentioned above will be decided as per approval by the Director (Technical) of Discom. The TPIA may submit its request for the same however Discom is not obligated to accept such request and the man-days decided as above shall be binding on the TPIA.</i>	

5.3. Area of Work- All districts under the jurisdiction of Discom.

5.4. Man-Days- The tentative no. of total man-days required under the contract is 20,000. Final Man-days to be decided at the time of award of work.

SECTION-VI **PRICE BID**

1. The firms, desiring appointment as TPIA, shall submit their rates as a part of their e-bid in the following format or as per the BOQ sheet uploaded on e-tender portal -

Sl. No.	Item Description	Units	Total Approx. man days for inspection (For two years)	Unit Rate per man day (to be entered by Bidder)	GST % (to be entered by Bidder)	Total Amount without GST (in Indian Rupees)	Total Value of GST (in Indian Rupees)	Total Amount With GST (in Indian Rupees)
1	2	3	4	5	6	7	8	9
1	Appointment of Third Party Inspecting Agency for site inspection of different for Quality Assurance of System Development/ Strengthening/O&M Works in Discoms under various schemes/heads (except those works where dedicated inspection mechanism is provided) funded by central & state government/ financial institution as well as other heads like Business Plan, Nagar Nikay, Supervision, Deposit, System Improvement, O&M etc. on issuance of inspection orders by Discom for the concerned project/works.	Nos.	20,000					

Note: a) All Statutory taxes and levies (except GST) will be borne by the bidder. GST as per actual shall be paid extra (please fill the applicable correct GST).

b) The quoted rates shall be inclusive of all expenses related to inspection work like remuneration, travel, lodging, food, local conveyance, overhead (if any) etc. and only GST has to be paid extra by Discom..

c) Final man days will be awarded at the time of Contract.

- Once submitted, no request for change in the rates shall be accepted.
- The submission of bid against this tender shall imply that the firm has carefully read and understood all the terms and conditions pertaining to the work of TPTA as defined in this document.
- Validity- The bids submitted as above, shall be valid for 180 days from the date of opening of Part-I of this tender.

ANNEXURE –I
BID FORM

To,

Superintending Engineer (MM-1)
Pashchimanchal Vidyut Vitaran Nigam Ltd., Meerut
PVVNL, HQ, Urja Bhawan Meerut.

Dear Sir,

1. We understand that Discom is desirous of awarding the contract for (Name of the Work) work in its licensed power distribution areas.
2. Having examined the Tender Documents for the above-named works, we the undersigned, offer to deliver the services in full conformity with the Terms and Conditions, & Scope of Work as may be determined in accordance with the terms and conditions of the contract. The quoted amounts for this work are in accordance with the Price Schedules attached herewith and are made part of this bid.
3. If our Bid is accepted, we undertake to deliver the entire services as per schedule mentioned in the RFP.
4. If our Bid is accepted, we will furnish a Contract Cum Performance e-Bank Guarantee (CPBG) for due performance of the Contract in accordance with the Terms and Conditions of the NIT.
5. We agree to abide by this Bid for a period of 180 days from the due date of bid submission and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
6. We declare that we are aware of the provision of all Laws associated with the supply of equipment/materials or Services and the prices have been quoted accordingly.
7. Unless and until Letter of Intent is issued, this Bid, together with your written acceptance thereof, shall constitute a binding contract between us.
8. We understand that Discom is not bound to accept the lowest, or any bid Discom may receive.
9. A sum of Rs. _____ in the form of.....in favor of the xxxx, Discom, is enclosed with Part-I of the offer as earnest money.
10. There is provision for Resolution of Disputes under this Contract, in accordance with the Laws and Jurisdiction of Contract.
11. We do hereby agree and shall abide the terms of tender documents/agreement, in full.

Date:

Witness:

(Name & Signature)

Address

ANNEXURE – II **BIDDER’S DETAILS**

S.No.	Item	Description
1	Bidder Name	
2	Vendor Code (If Registered)	
3	Organization Type (company/society etc.)	
4	Registered Office Address	
5	Name of Chairperson /Contact	
6	Name & Designation of Authorised person	
7	Contact No.	
8	Email ID	
9	Other Office Address	
10	Website	
11	ISO certification	
12	PAN	-
13	PF/ESI	
14	GST	
15	GST Registration Date	
16	MSME Registration Number (If Applicable)	
17	Turn Over FY 2019-20 (Rs. Cr.)	
18	Turn Over FY 2020-21 (Rs. Cr.)	
19	Turn Over FY 2021-22 (Rs. Cr.)	
20	Turn Over FY 2022-23 (Rs. Cr.)	
21	Turn Over FY 2023-24 (Rs. Cr.)	
22	Net worth (Rs Cr.) as per Audited Accounts of FY 2023-24	
23	Liquid Assets (Rs Cr.) as per Audited Accounts of FY 2023-24	
24	Details of orders executed / Under Execution	Please submit the details in Attachment - A

ATTACHMENT – A

Reference List of Order Executed / under Execution by the Vendor (M/s)

A) Major Orders Executed

SN	Name of Project	Client name & address	Client contact (Person name, e-mail ID, Mobile & landline number)	Vendor's Scope of Work	Date of Award	Value of Work (Rs in Lakhs)	Completion date as per Order	Actual Completion Date	LD / Penalty imposed, if any (Rs in Lakhs)	Litigation / Arbitration on (Y/N) (If Yes, furnish details)	No. of Man-Days Service Completed Successfully
1											
2											

B) Orders Under Execution

SN	Name of Project	Client name & address	Client contact (Person name, e-mail ID, Mobile & landline number)	Vendor's Scope of Work	Date of Award	Value of Work (Rs in Lakhs)	Completion date as per Order	Actual Completion Date	LD / Penalty imposed, if any (Rs in Lakhs)	Litigation / Arbitration on (Y/N) (If Yes, furnish details)	No. of Man-Days Service Completed Successfully
1											
2											

Note: Performance certificate by respective employer clearly stating the services delivered, payment made till the bid submission date, performance of agency along-with LoA/agreement copy shall also be enclosed.

ANNEXURE – III
EMD e-BANK GUARANTEE
(To be submitted with Bid Part-I)

(For depositing earnest money in case, the amount for deposit exceeds Rs. 5,000.00 Bank guarantee should be on a non-judicial stamp Paper of Rs. 100.00 or as per present Act and should be checked by the tenderer at the time of issuing the e-Bank Guarantee for any change in the Stamp value.)

To

Managing Director
Pashchimanchal Vidyut Vitaran Nigam Ltd.,
Urja Bhawan Meerut.

Sir,

WHEREAS, M/s _____ incorporated under the Indian Companies Act, 1956/2013 or Registration of Societies Act or the Limited Liability Partnership Act 2008, having its registered office at (hereinafter called “Bidder”) has in response to your Tender Notice against specification numberforoffered to render services as contained in the Tender Specifications.

AND WHEREAS the Bidder is required to furnish you an e-Bank Guarantee for the sum of Rs.as earnest money deposit against the Bidder’s offer as aforesaid.

AND WHEREAS we _____ (name and full address of the Bank) have at the request of the Bidder agreed to give you the guarantee as hereinafter contained.

NOW THEREFORE in consideration of the premises we the undersigned hereby covenant that the aforesaid tender of the bidder shall remain open for acceptance by you during the period of validity as mentioned in the tender or any extension thereof as you and the bidder may subsequently agree and if the bidder shall for any reason back out whether expressly or implied from the said tender during the period of its validity or any extension thereof as aforesaid, we hereby guarantee to you the payment of sum of Rs. on demand notwithstanding the existence of any dispute between Pashchimanchal Vidyut Vitaran Nigam Ltd., Meerut (hereinafter called “Discom”) and the bidder, in this regard AND we hereby further agree as follows:

- i. That you may without affecting this guarantee grant time or other indulgence to or negotiate further with the bidder in regard to the conditions contained in the said tender and hereby modify these conditions or add thereto any further conditions as may be mutually agreed upon between you and the bidder.
- ii. That guarantee herein before contained shall not be affected by any change in the constitution of our Bank or in the constitution of the bidder.
- iii. That any account settled between you and the bidder shall be conclusively evident against us of the amount due hereunder and shall, not be questioned by us.
- iv. That this guarantee commences from the date hereof and shall remain in force till 180 days from Bid opening date as per the tender conditions.
- v. Notwithstanding anything contained above liability of the Guarantor hereunder is restricted to the said sum of Rs. and this guarantee shall expire on the day of 202__. Unless a claim under the guarantee is filed with the Guarantor within six months of such date, all claims shall lapse and we shall be discharged from the guarantee.
- vi. That the expressions ‘Bidder’ and ‘Discom’ herein used shall, unless such Interpretation is repugnant to the subject or context include their respective successors and assigns.

We(Name of Bank) lastly undertake to pay to the Discom any money so demanded without any demur or protest notwithstanding any dispute or disputes raised by the Bidder in any suit or

proceeding pending before any court or Tribunal relating arbitration there to of liability under the present being absolute and unequivocal.

The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Bidder shall have no claim against us for making such payment.

NOTE: - *The e-Bank guarantee should be exactly in this proforma without making any change or deletion.*

Date:

(Stamp & signature of the bank)

Signature of the witness(s)

ANNEXURE – IV
PROFORMA OF CONTRACT CUM PERFORMANCE e-BANK
GUARANTEE

(TO BE ISSUED ON RS 100/- STAMP PAPER)

This Guarantee made at..... this [] day of [] 2025

1. WHEREAS M/s incorporated under the provisions of Companies Act, 1956 having its Registered Office at, India hereinafter referred to as the “Discom”, (which expression shall unless repugnant to the context or meaning thereof include its successors, administrators, executors and assigns).
2. AND WHEREAS the Discom has entered into a contract for..... (Please specify the nature of contract here) vide Contract No. dated..... (here in after referred to as the “Contract”) with M/s....., (hereinafter referred to as “Agency”, which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include each of their respective successors and assigns) for providing services on the terms and conditions as more particularly detailed therein.
3. AND WHEREAS as per clause of General Conditions of Contract, the Agency is obliged to provide to the Discom an unconditional bank guarantee for an amount equivalent to ten percent (10%) of the total Contract Value for the timely completion and faithful and successful execution of the Contract from [] (*pl. specify the name of Bank*) having its head/registered office at [] through its branch in..... (*pl. specify the name of Branch through which B.G is issued*) hereinafter referred to as “the Bank”, (which expression shall unless it be repugnant to the context or meaning thereof be deemed to include its successors and permitted assigns).
4. NOW THEREFORE, in consideration inter alia of the Discom granting the Agency the Contract, the Bank hereby unconditionally and irrevocably guarantees and undertakes, on a written demand, to immediately pay to the Discom any amount so demanded (by way of one or more claims) not exceeding in the aggregate [Rs.]..... (in words) without any demur, reservation, contest or protest and/or without reference to the Agency and without the Discom needing to provide or show to the Bank, grounds or reasons or give any justification for such demand for the sum/s demanded.
5. The decision of the Discom to invoke this Guarantee and as to whether the Agency has not performed its obligations under the Contract shall be binding on the Bank. The Bank acknowledges that any such demand by the Discom of the amounts payable by the Bank to the Discom shall be final, binding and conclusive evidence in respect of the amounts payable by the Supplier to the Owner. Any such demand made by the Owner on the Bank shall be conclusive and binding, notwithstanding any difference between the Owner and the Agency or any dispute raised, invoked, threatened or pending before any court, tribunal, arbitrator or any other authority.
6. The Bank also agrees that the Discom at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor without proceeding against the Agency notwithstanding any other security or other guarantee that the Discom may have in relation to the Agency’s liabilities.
7. The Bank hereby waives the necessity for the Discom first demanding the aforesaid amounts or any part thereof from the Agency before making payment to the Discom and further also waives any right the Bank may have of first requiring the Discom to use its legal remedies against the Agency, before presenting any written demand to the Bank for payment under this Guarantee.
8. The Bank’s obligations under this Guarantee shall not be reduced by reason of any partial performance of the Contract. The Bank’s obligations shall not be reduced by any failure by the Discom to timely pay or perform any of its obligations under the Contract.
9. The Bank further unconditionally and unequivocally agrees with the Discom that the Discom shall be at liberty, without the Bank’s consent and without affecting in any manner its rights and the Bank’s obligation under this Guarantee, from time to time, to:
 - (i) Vary and/or modify any of the terms and conditions of the Contract;
 - (ii) Forebear or enforce any of the rights exercisable by the Discom against the Agency under the terms and conditions of the Contract; or
 - (iii) Extend and/or postpone the time for performance of the obligations of the Agency under the Contract; and the Bank shall not be relieved from its liability by reason of any such act or omission on the part of the Discom or any indulgence shown by the Discom to the Agency or any other reason whatsoever which under the law relating to sureties would, but for this provision, have the effect of relieving the Bank of its obligations under this Guarantee.

10. This Guarantee shall be a continuing bank guarantee and shall not be discharged by any change in the constitution or composition of the Agency, and this Guarantee shall not be affected or discharged by the liquidation, winding-up, bankruptcy, reorganization, dissolution or insolvency of the Agency or any of them or any other circumstances whatsoever.
11. This Guarantee shall be in addition to and not in substitution or in derogation of any other security held by the Discom to secure the performance of the obligations of the Agency under the Contract.
12. NOTWITHSTANDING anything herein above contained, the liability of the BANK under this Guarantee shall be restricted to..... (insert an amount equal to ten percent (10%) of the Contract Value) and this Guarantee shall be valid and enforceable and expire on.... *(pl. specify date)* or unless a suit or action to enforce a claim under this Guarantee is filed against the Bank on or before the date of expiry.
13. On termination of this Guarantee, all rights under the said Guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities hereunder.
14. The Bank undertakes not to revoke this Guarantee during its validity except with the prior written consent of the Discom and agrees that any change in the constitution of the Bank or the Agency shall not discharge our liability hereunder.
15. Discom may assign this Guarantee to any Person or body whether natural, incorporated or otherwise under intimation to the Bank. The Bank shall be discharged of its obligations hereunder by performance in accordance with the terms hereof to such assignee without verifying the validity / legality / enforceability of the assignment.
16. This Guarantee shall be governed by the laws of India. Any suit, action, or other proceeding arising out of, connected with, or related to this Guarantee or the subject matter hereof shall be subject to the exclusive jurisdiction of the courts of, India.

(Signature)

(Name).....

(Designation with Bank Stamp)

Attorney as per Power of Attorney No.....

Date.....

Beneficiary's bank detail with IFSC Code:

Beneficiary Name :
Bank Name :
A/c No. :
IFSC Code :

Vendor has to fill this form & submit along with the PERFORMANCE BANK GUARANTEE

1. Bank Email ID..... Bank Phone No
2. Bank Local Address/Branch Address (*through which this BG is issued*)-----
3. Bank Head Office Address-----

ANNEXURE – V
NO DEVIATION DECLARATION
(Covering Letter shall be on the official letterhead of the Bidder)

[Reference No.]

From:

[Address of the Bidder]

To:

Superintending Engineer (MM-1)
Pashchimanchal Vidyut Vitaran Nigam Ltd.,
Urja Bhawan Meerut.

With reference to above, this is to confirm that as per RFP number conditions, we have, before submission of our offer examined the job content & site conditions etc.

We also confirm that we have not changed/ modified the Bid document as appeared in the website/ issued by you along with amendments and in case of such observance at any stage, it shall be treated as null and void.

We hereby confirm that we have not taken any deviation from clauses together with other references as enumerated in the above referred RFP.

We hereby confirm our unqualified acceptance to all terms & conditions, unqualified compliance to all clauses of the bid document. In the event of observance of any deviation in any part of our offer at a later date whether implicit or explicit, the deviations shall stand null & void. We confirm to have submitted offer in accordance with instructions as provided in the bid document and as per aforesaid references

We further confirm that any deviation, variation or additional condition etc., or any mention contrary to Bidding Documents and its Amendment (s)/ clarification(s)/ Addenda/ Errata (if any) as mentioned above found anywhere in our Bid and/ or financial Bid, implicit or explicit, shall stand unconditionally withdrawn, without any cost implication whatsoever to Discom.

Authorised Person's Signature:

Authorised Person's Name & Designation:

Date :

Please Note: In case any deviation is found in the bid submitted by the bidder, their bids are liable for rejection

ANNEXURE – VI
BIDDER’S COMMUNICATION DETAILS

Bidder should furnish the below details for future communication: -

<u>GENERAL INFORMATION</u>	
NAME OF BIDDER	
POSTAL ADDRESS	

<u>FOR TECHNICAL QUERY:</u>		
CONTACT PERSON & DESIGNATION	NAME	DESIGNATION
E-MAIL	MOBILE NO	TELEPHONE NO

<u>FOR COMMERCIAL QUERY:</u>		
CONTACT PERSON & DESIGNATION	NAME	DESIGNATION
E-MAIL	MOBILE NO	TELEPHONE NO

Note: No communication shall be entertained from any other email id, except as mentioned above. Bidder needs to inform the Discom if any changes in the email id on their letter head duly signed by the authorized signatory.

ANNEXURE – VII
Declaration

(To be executed on a non-judicial stamp paper of Rs.10/- with a revenue stamp of 1 Rupee affixed)

Tender invited by Superintending Engineer (MM-1), PVVNL, Meerut.

Tender for Engagement of Third Party Inspection Agencies for Quality Assurance of System Development/ Strengthening/O&M Works in Discom..... (Name of Bidder) Specification No., Date of opening ____

IN CONSIDERATION of the Discom having treated the bidder to be an eligible person whose tender may be considered, the Bidder hereby agrees to the condition that the proposal in response to the above invitation shall not be withdrawn within 180 days (or any extension thereof) from the date of opening of the tender, also to the condition that if thereafter the bidder does, withdraw his proposal within the said period, the Earnest money deposited by him may be forfeited by the Discom and at the discretion of the Purchaser, the Purchaser may debar the Bidder from tendering for a minimum period of one year reckoned from the date of opening of the tender.

Date:

Witness:

Name:

Signature:

Address:

ANNEXURE – VIII

Form of the Agreement

THIS AGREEMENT is made on this ____ day of ____ (Month), ____ (Year), between ____ of ____ (hereinafter called “the Purchaser”) which expression shall unless repugnant to the context thereof include his successors, heirs, assigns, of the one part, and ____ of ____ (hereinafter called “the Agency”) which expression shall unless repugnant to the context thereof include his successors, heirs, assigns, of the other part.

WHEREAS the Discom had invited bids for certain Services, viz., ____ (e.g. Name of bid) vide their RFP number ____, dated ____

AND WHEREAS various applications were received pursuant to the said bid, the Discom has accepted a Bid submitted by the Agency for providing those Services and declared Lowest Bidder for the works and the Purchaser has issued the Letter of Intent bearing reference number dated.....to the Agency for the Package for providing the service for the sum of ____ (hereinafter “the Contract Price”).

And in pursuance of having accepted the said bid the parties have agreed to enter into this agreement. NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Tender/RFP Specifications referred to.
2. The following documents (collectively referred to as “Contract Documents”) shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - a. The Detailed award of contract;
 - b. The Service level agreement;
 - c. The RFP
 - d. The Purchaser’s Letter of Intent issued to the Agency for Award of Contract & its acceptance
 - e. Vendor’s response (proposal) to the RFP, including the Bid Submission Sheet and the Price Schedules submitted by the Agency;
 - f. All Annexure, amendments and communications
 - g. Acceptance of purchaser’s notification

In the event of any discrepancy or inconsistency within the Contract documents, the documents shall prevail in the order listed above.

3. In consideration of the payments to be made by the Purchaser to the Agency as indicated in this Agreement, the Agency hereby covenants with the Purchaser to provide the Services and to remedy the defects therein and bring them in conformity in all respects with the provisions of the Contract.
4. The Purchaser hereby covenants to pay the Agency in consideration of the provision of the Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with all the prevalent laws of India and State of Uttar Pradesh on the day, month and year indicated above.

Witness-1

Witness-2