Office of the
Superintending Engineer
Electricity Distribution Circle-I,
Muzaffarnagar (U.P.)

E-TENDER NO. : 23/2026-27/EDC-I/MZN

Tender description : Under the work area of Executive Engineer, Electricity Distribution Division-Charthawal, Muzaffarnagar Subordinate Subdivision Officer, Electricity Distribution Subdivision-I, IV & Charthawal-Muzaffarnagar, Various 33/11 KV sub-stations under for works Damaged Single pole / double pole of 33 KV lines, 11 KV lines and LT lines, replacement/Long Span pole, replacement of damaged cable jointing kit, straightening of electric poles, elevation of loose lines & etc. Work to be done running contract through an external agency.

Issued by:

Office of the Superintending Engineer
ElectricityDistribution Circle-I
60/168 Laxman Vihar Kambalwala
Bagh, Muzaffarnagar(U.P.)
251001

Mobile Mo.	:	*9193331400*	
Website	:	*www.pvvnl.org*	
E-Mail ID	:	*se1.mzn@pvvnl.org*	
Date of opening of Part-1	:	*29.10.2026*	*14.00 P.M.*
Tender Cost (inclusive GST)	:	*Rs. 1180.00*	
Last date & Time of submission	:	*29.10.2026*	*12.00 P.M.*

ELECTRICITY DISTRIBUTION CIRCLE-I, MUZAFFARNAGAR

Notice Inviting Tender

E-Tender No. 23/2026-27/EDC-I/MZN

RFP No. 3822/EDC-I-MZN/CAMP Dated 08.09.2026
RFP No. 3829/EDC-I-MZN/CAMP Dated 10.09.2026

E-tenders are invited in two parts(Part-I Techno Commercial Bid and Part-II Price Bid) for the work of Under the work area of Executive Engineer, Electricity Distribution Division-Charthawal, Muzaffarnagar Subordinate Subdivision Officer, Electricity Distribution Subdivision-I, IV & Charthawal-Muzaffarnagar, Various 33/11 KV sub-stations under for works Damaged Single pole / double pole of 33 KV lines, 11 KV lines and LT lines, replacement/Long Span pole, replacement of damaged cable jointing kit, straightening of electric poles, elevation of loose lines & etc. Work to be done running contract through an external agency. (Project Description in brief) in PVVNL Discoms. Bid documents (Tender Specification) is available online on https://etender.up.nic.in as per particulars indicated below. Any changes in the Bid Schedule, corrigendum etc. shall also be notified via same website. Prospective bidders are therefore requested to regularly check the website for any updates.

S.No.	Particulars	Details
1.	E-Tendering No.	**23/2026-27/EDC-I/MZN**
2.	E-Bid Portal (website)	https://etender.up.nic.in
3.	Name of work	**Under the work area of Executive Engineer, Electricity Distribution Division-Charthawal,Muzaffarnagar Subordinate Subdivision Officer, Electricity Distribution Subdivision-I, IV & Charthawal-Muzaffarnagar, Various 33/11 KV sub-stations under for works Damaged Single pole / double pole of 33 KV lines, 11 KV lines and LT lines, replacement/Long Span pole, replacement of damaged cable jointing kit, straightening of electric poles, elevation of loose lines & etc. Work to be done running contract through an external agency.**
	Supply of material with quantity	-
4.	E-Tender Value	Rs. 4,23,728.00 + GST18% Rs. 76,272.00 Total Rs. 5,00,000.00 (GST Including)
5.	E-Tender Cost	Rs. 1000.00+ 180.00 GST @ 18 %) Total Rs. 1180.00 (Non Refundable)
6.	Earnest Money deposit	Amount Rs. 4,250.00
7.	Document downloading/sale date starts	22.10.2026
8.	Document download/sale date ends	29.10.2026
9.	E-Bid submission start date	22.10.2026
10.	E-Bid submission end date	29.10.2026
11.	Opening date of e-bid part-I	29.10.2026
12.	Opening date of e-bid part-II (Price Part)	Will be notified later.

Notice: Bid shall be accepted through the e-tender portal. Tender issuing authority is not responsible for the delay/ downloading of tender document by the recipient due to any problem in accessing the e-tender website. The tender issuing authority is also not responsible for delay in uploading bids due to any problem in the e-tender website. Cost of bid Documents (in the form of NEFT/ RTGS) & Earnest Money Deposit (EMD) (in the form of NEFT/ RTGS) shall be in favour of SE, EDC-I, MUZAFFARNAGAR. Further details are available at website https://etender.up.nic.in

Discom/Tender issuing authority reserves the right to reject any or all proposals or cancel the bid without assigning any reason thereof.

ELECTRICITY DISTRIBUTION CIRCLE-I, MUZAFFARNAGAR

E-Tender No. 23/2026-27/EDC-I/MZN

INSTRUCTION TO BIDDERS

1. Definition (s)

In this bid document (including all the appendices), unless the context otherwise requires, the terms given below shall have the following meanings assigned to them:

"Addendum" shall mean any other document issued to the bidders in addition to the bid document by the DISCOM in the context of this bidding process.

"Agency/Service Provider/Contractor" shall mean the successful bidder who has received the Letter of Award and signed the agreement with the DISCOM to execute the Contract.

"Award of Contract" shall mean the issue of the Letter of Award/Letter of Intent.

"Bid/Tender" shall mean the proposal/document that the bidder submits in the requested and specified form as mentioned in the bid documents.

"Bidder" shall mean the firm/party who quotes the offer against tender or Expression of Interest.

"Bid documents" shall mean all the documents issued to the bidder to procure works/services/materials.

"BG" shall mean Bank Guarantee.

"Business" shall mean electricity distribution and Revenue collection activities.

"Companies Act" shall mean The Companies Act, 1956 (as amended or replaced from time to time).

"Consumer" shall mean any person who is supplied with electricity for his own use by a licensee or the Government or by any other person engaged in the business of supplying electricity to the public under this Act or any other law for the time being in force and includes any person whose premises are for the time being connected for the purpose of receiving electricity with the works of a licensee, the Government or such other person, as the case may be.

"Contract" mean the Contract Agreement entered into between the DISCOM and the Agency/Servicer/Contractor, together with the Contract Documents referred to therein; all such documents shall constitute the Contract and the term Contract shall in all such documents be construed accordingly.

"Contract value" shall mean the Original contract value, as adjusted after giving effect of (i) price escalation (as per the statutory provisions), and (ii) changes in statutory taxes which is to be compensated by DISCOM as per the contractual provisions (if any).

"Circle office" shall mean offices which manage and control working of Divisions. Circle Office operates under Regional Office and has a number of divisions.

"Division office" shall mean offices which manage and control working of EDCs/Zones. Division Office operates under Circle office and have a number of EDCs/Zones.

"EMD" shall mean Earnest Money Deposit.

"Engineer In charge" shall be the officer under whose office the work stipulated in contract is executed.

"Instruction" shall mean any drawings and/or instruction in writing, details, directions and explanations issued by the DISCOM from time to time during the Contract period.

"Month" shall mean calendar month.

"Notice in Writing" or "Written Notice" shall mean a notice, in written, typed or printed characters sent (unless delivered personally or otherwise proved to have been received) by registered post to the last known private or business address or registered office of the addresses or electronic media and shall be deemed to have been received when in ordinary course of post it would have been delivered.

"DISCOM" or Service Recipient" or "Discom" shall mean (Name of the Discom PVVNL).

"Services" shall mean all the services which the successful bidder is required to provide under the scope of work to the DISCOM under the Contract.

"Success Bidder" shall mean the bidder who has received the Letter of Award/LOI from the DISCOM to execute the work as per specification/contract.

"Work Order" mean written order signed by the DISCOM after the successful bidder has acknowledged the LOA/LOI. This along with LOA, Specifications (RFP) document and the bidder response to RFP shall constitute Part of the Contract.

"Work" shall mean services to be provided by the Agency under the "Work Order" or "Contract".

"Zone" means Distribution Zone operates Operation & Maintenance (O&M) activities for a defined area in city divisions. Zone is a smallest business unit in Discom in city divisions. Zone works under city Division office.

2. Availability of Bid documents

The bid document will be uploaded on the DISCOM's website/E-portal of Government of Uttar Pradesh (GoUP) as mentioned in E-Tender Notice, the same can be downloaded and submitted on E-Portal along with desired EMD on due date as specified in E-tender notice of bid document. The tender fees shall have to be submitted along with submission of the bid.

3. Invitation Bids

The DISCOM is hereby inviting unconditional bids for procuring works/services/material as specified in the bid document through domestic competitive bidding (open bidding mode) from bidders fulfilling the criteria specified in Section "Eligibility criteria for bidders".

The bidding process shall be undertaken through Single-Stage Two-Envelope method trough e-tendering. The tender information has been provided in relevant section of Bid documents.

4. Consortium/Joint Venture Bidding

Consortium bidding/Joint Venture Bidding, as mentioned in Pre-qualification requirement.

5. Eligible Bidders

A Bidder may be an individual, private entity, government-owned entity and shall furnish as part of their unconditional bid, documents establishing the bidder's qualifications to perform the works/services to the satisfaction of the DISCOM/Service Recipient. The detailed eligibility criteria are listed out in Section-: Eligibility Criteria for Bidders.

Bidders shall provide such evidence of their continued eligibility satisfactory to the EDC-I (MZN) PVVNL, as the DISCOM shall reasonably request.

6. Responsibility of bidder(s)

The DISCOM will not assume any responsibility regarding information gathered, interpretations or conclusions made by the bidder or regarding information, interpretation or deductions the bidder may derive from the data furnished by the DISCOM or any other data.

Verbal agreement or conversation with any officer/employee of the DISCOM either before or after the submission of bid shall not affect or modify any of the terms and conditions or obligations contained herein.

It shall be the sole responsibility of bidders to determine and to satisfy themselves by such means as they consider necessary or desirable as to all matters pertaining to this bidding process including in particular all factors that may affect the cost, duration and execution of the works/services.

7. Eligibility criteria

The bidder(s) shall furnish, as part of their unconditional bid, documents establishing the bidder's qualifications to perform the works/services to the satisfaction of the DISCOM. The detailed eligibility criteria are listed out in Eligibility criteria/Pre-qualification requirement of this bid document.

Not with standing anything stated therein, the DISCOM/ tender inviting authority reserves the right to inquire and review the bidder's capability and capacity to perform the work during the course of evaluation or after award.

8. Project site visit

The bidder is advised to visit and examine the site where the works/services is to be executed and it surroundings, and obtain for himself on his own responsibility all information that may be necessary for preparing the bid, submission of offer and entering into a Contract for execution of works/services. The cost of visiting the site shall be borne by the bidder.

The bidder and any of its authorized personnel shall be granted permission by the DISCOM / tender inviting authority to enter in its premise(s) and land(s) for the purpose of such inspection, but only upon the condition that the bidder and its personnel shall release and indemnify the DISCOM and its personnel from and against all liability in respect thereof and shall be responsible for death or personal injury, loss of or damaged to property.

9. Process to be confidential

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 process confidential. No information or publicity will be allowed to any third party unless specific written authorization is obtained from the DISCOM.

10. Clarifications on bid documents

The bidders are expected to be fully conversant with all the clauses of the bid document before responding to it. However, prospective bidder(s) requiring any clarification on bidding documents may notify the DISCOM in writing through email/post, to the address as mentioned in E-Tender Notice of this bid document, two days prior to the pre-bid conference, if any. The queries shall be accepted only from the accredited/ authorized officers or executives of the bidder(s).

11. Preparation of Bids

The bidder shall submit only one (1) unconditional bid in response to this tender/bid document.

The transfer of bid document(s) purchased by one bidder to another is not permissible in any case. Such bids shall be summarily rejected by the DISCOM.

The price bid should be duly filled and signed in accordance with the terms and conditions specified in bid documents thereto for online submission.

All pages of this bid document(s) including conditions of Contract, specification, etc. shall bear the full signatures with official rubber stamp (at the bottom right hand corner of the page) by the bidder. Necessary documents in support thereof must be enclosed with bid documents at the time of submission, failing which bid will be treated as non-responsive and will not be considered. Any bid not bearing signatures on all the documents will stand liable for rejection.

General information, which is not specifically requested for in the bid documents, must be attached separately to the techno-commercial proposal and clearly labeled as "Supporting Material".

12. Deviations from terms and conditions of the bid

The bidder must furnish Annex. B & C. Proforma for "No Deviations" from terms and Conditions of Bid Documents given as Annexure duly filled and signed by the authorized signatory of bidder.

13. Bid Forms

Wherever a specific form or schedule is prescribed in the bid document, the bidder shall use the same to provide relevant information. If the form or schedule does not provide space for any required information, space at the end of the form or additional sheets shall be used to convey the required information.

For all other cases, the bidder shall design a form to get the required information from the bidder.

DISCOM shall in no case be bound by any printed conditions or provisions in the bidder's bid form whatsoever.

14. Conditional Bid

The bidders shall offer only unconditional bid as conditional bid are liable to be rejected.

Bidder's printed terms and conditions enclosed with the proposal/offer will not be considered as a part of the Bid under any circumstances whatsoever it may be. These types of bids shall be deemed as conditional bids and shall stand liable for rejection.

15. Deadline for submission of bids

Bids must be submitted on in e-portal only but no later than the time and date as specified in E-Tender Notice of Tender Document.

The DISCOM / tender inviting authority may, at its discretion, under intimation to the bidders who have purchased the bidding documents, extend the deadline for the submission of bids/opening of bids by issuing an addendum, in which case all rights and obligations of the DISCOM / tender inviting authority and bidders previously subject to the original deadline shall thereafter subject to the deadline as extended.

16. Late Bid

Bid(s) received by the DISCOM/ tender inviting authority after the bid submission/opening deadline as prescribed in the bid documents will be summarily rejected and shall not be opened to the bidder(s).

17. Withdrawal of Bids

The bidder shall not be permitted to withdraw their bid during the interval between bid submission deadline (as mentioned in e-tender) and the period of bid validity as per e-tender. If any, withdrawal of bid is made by the bidder during the above period, it shall result in the forfeiture of the EMD.

18. Associated cost of Bid preparation and submission

The bidders shall bear all the cost and expenses associated with preparation and submission of its bid including post bid discussions, technical and other presentations, etc.

The DISCOM/ tender inviting authority shall in no case be responsible for or liable to the costs or in DISCOM evaluation of bids, regardless of the conduct or outcome of the bidding process.

19. Request for Modifications/Amendments in Bid Specification:

The bidders may request for clarification or changes in the bid documents by submitting the issue prior to the pre-bid conference date as specified in E-notice tender.

The DISCOM/ tender inviting authority at their sole discretion may modify the bid documents if deemed appropriate by issuing addendum as a result of a request or clarification discussed during the pre-bid conference.

20. Language of the Bid

The bid prepared by the bidder and all documents relating to the bid, exchanged between the bidder and the DISCOM/ tender inviting authority shall be written in the English language, provided that any printed literature furnished by the bidder may be written in another language so long as the bid is accompanied by duly certified English translation of its pertinent passages. Failure to comply with this may disqualify a bid. For purposes of interpretation of the bid, the English translation shall prevail.

21. Amendment(s) to Bid documents.

At any time prior to the deadline for submission of the bid or extended date, if deemed necessary, the DISCOM/ tender inviting authority reserves the right to add/modify/delete any portion of bid document by issue of an amendment/addendum, which will be sent to all such bidders, who have indicated their intention to bid. The DISCOM will bear no responsibility or liability arising out of non-receipt of the same in time or otherwise by the bidder. The DISCOM shall assume that the information contained therein will have been taken into account by the bidder in its bid.

The amendment(s) to bid documents shall be binding on all bidders.

In a scenario where the interested bidder has already submitted its bid post which the DISCOM issues an addendum/amendment to this bid document then such bidders shall be allowed to submit addendum to the already submitted bid but not after opening of Bid envelope-1.

22. Earnest Money Deposit

The EMD amounting 1% Total Tender Value Amount shall be submitted online through NEFT/RTGS. RTGS/NEFT receiptsto be uploaded on the E-tendering portal.

The bidders are required to deposit EMD online through NEFT/RTGS in Bank Account Number **No.** 10880224116 IFSC Code SBIN0000685 in the name of SE, EDC-I, PVVNL, MUZAFFARNAGAR in bank **STATE BANK of INDIA, RAILWAY ROAD, MUZAFFARNAGAR** Proof of on line deposit viz. Unique Transaction Reference (UTR) number or copy of original pay in slip of the bank, scanned copy of along with copy of confirmation mail from issuing bank shall be uploaded e-Procurement portal of GoUP.

The bid proposal/offer shall necessarily contain EMD of requisite amount and should be furnished through appropriate mode as specified in Section- "Essential tender information on e-portal" of the bid document.

Any bid proposal/offer not accompanied by the EMD shall be rejected and returned to the bidder unopened.

If on opening of bid, any discrepancy in EMD is found (relating to amount, etc.), the bid shall be summarily rejected.

In case of unsuccessful bidders, the EMD shall be refunded after successful submission of Contract performance guarantee by the successful bidder. No interest whatsoever shall be payable on such deposits lying with the DISCOM.

If the successful bidder fails to furnish the contract performance guarantee within thirty (30) days after the issue of Letter of Award (LoA), their EMD shall be liable to be forfeited.

In case the bidder is likely to be awarded the Contract or if the case has not been finalized, the EMD shall be retained for the period equal to the bid validity period. The EMD of successful bidder shall become part of the initial contract performance guarantee. No interest shall be payable on such deposits lying with the DISCOM/ tender inviting authority.

The DISCOM reserves the right to forfeit EMD or part thereof in circumstances and initiate actions as deemed appropriate, which according to it indicates that the bidders are not earnest in accepting/ executing orders placed under given specifications.

The bank charges (if any) shall be attributable to the bidder, only.

EMD shall be forfeited in case of withdrawal or modification of a bid/offer after opening of the bids within the validity period as specified in E-Tender Notice.

23. Documents comprising the bid and sealing of bid

Part-1(A)-Envelope- (to be submitted online "Earnest Money Deposit" along with tender/bid specification number; name of work/service; name, address and contact of the bidder; and due date/time of bid opening): It shall contain EMD/Fee in scanned copy of deposited tender fee/EMD in the form of NEFT and RTGS and confirmative mail from issuing bank in PDF format . However, scanned copy of document in support of proof of online submission of EMD must be uploaded and submitted.

Part-1(B)-Envelope-(to be submitted online only): It shall contain all the documents as notified in

Section-**"Eligibility criteria for bidders"** of the bid document in scanned format. Other documents/Proforma (if any) provided in Annexure or elsewhere in the bid document and are pertinent to techno-commercial evaluation shall necessarily be furnished (duly filled and signed) in scanned copies.

Part-II-Price Bid-Price Bid shall be submitted online only in the Proforma as per BoQ while preparing the Price Bid, bidders are expected to take into account the requirements and conditions outlined in the bid documents.

Part-I (A) and Part-I (B) shall be referred as Envelope-1.

24. Submission of bid

Both the Part-1 and Part-2 shall be submitted online only and these envelopes shall be properly super scribed as Part-I: "Earnest Money Deposit". Each envelope shall also be super scribed with tender/bid specification number; name of work/service; name, address and contact of the bidder; and due date/time of bid opening.

a. The bidders are requested to ensure that they furnish the envelope-I and II appropriately online which should be DIGITALLY signed. Any correction/ overwriting should be signed by the bidder. An offer with correction/ overwriting without signature of the bidder is likely to be rejected.
b. The Bidders are requested to ensure that all required schedules duly filled-in, are submitted. The bidders should also note that in absence of any of the schedules except price bid, their offer is like to be rejected.
c. Transfer of the documents purchased online by one bidder to any other bidder is not permissible.
d. The submission of a tender by the bidder implies that he has read and accepted the instructions, conditions of the Contract and made himself aware of the scope and specifications of the work to be done/supplies to be made. The DISCOM will not, after acceptance of Contract rate, pay extra charges for any reason whatsoever, in case the bidder is found later to have misjudged any condition(s).
e. It is necessary to purchase the Bid documents online from e-portal of GoUP.

PERIOD OF VALIDITY :- The period of validity shall not be less than that specified in the Biddocuments.

No body is authorized to receive or issue receipt of bid delivered by hand.

All required copies of the Techno-commercial Proposals are to be made from the original.

An authorized representative of the bidder shall initial all pages of the original proposal/offer. The authorization shall be in the form of a written power of attorney in the name of the Bidder purchasing the proposal. The signed proposal shall be marked as "ORIGINAL".

Bid shall be submitted in the forms attached herein and all blanks in the bid shall be duly filled in the original copy. The complete form shall form part of Contract documents in case of successful bid.

The bidder should quote the prices strictly online in the manner indicated herein failing which the bid is liable for rejection. The rate/prices shall be in figures.

No post bid development shall be allowed regarding any change in terms of prices or techno-commercial specifications. Notwithstanding anything contained to the contrary in the specifications of the bid or in subsequent exchange of correspondence, these conditions of Contract shall be binding on the bidder and any change or variation expressed or implies, however, made in the said condition shall not be entertained whatsoever.

The bid documents include certain statements, description, projections etc. with respect to the DISCOM and their business. They reflect various assumptions made by the management and/or their consultants. No representation, promise or warranty is given to their reasonableness, completeness or otherwise. The bidders are expected to make their own judgment of the same. Upon receipt of their bids, it shall be construed that they have based it on their own independent analysis and judgment.

25. Opening of Bids

The DISCOM / tender inviting authority shall open online bids, at the date and time for opening of bids as specified in "Essential tender information" of this bid document or on the date and time as intimated to the bidder on successful completion of evaluation of techno-commercial bids in case of single-Stage Two-Envelope bidding. In the event of the specified date for the opening of bids being declared a holiday for the DISCOM, the bids will be opened at the appointed time on the next working day.

Bids that are not opened and read out at bid opening will not be considered for further evaluation, regardless of the circumstances.

The bidder's names, bid prices, and the presence or absence of the requisite EMD and such other details as DISCOM at its discretion may consider appropriate, will be recorded at the time of bid opening.

In the case of Single-Stage Two-Envelope bids, on the bid opening date only the techno-commercial bid shall be opened. The date for opening of the Price bid shall be as per Key date. In case of extension of due date, the same shall be uploaded in DISCOM's website and e-portal and accordingly Key date shall be amended. No separate intimation shall be given to the bidders.

a. Opening of Envelope-I(A) (containing Earnest Money Deposit) and Envelope-I(B) (containing Techno-commercial bid): The first envelope with EMD shall be opened on the due date and time of bid opening as specified in Section-I "Essential tender information" of this bid document. The requirement for EMD shall be verified and thereafter the second envelope, i.e. the Techno-commercial bid, shall be opened on the same date in respect of eligible bidders (whose EMD is found to be as per the requirements).

b. Opening of Envelope-II-Price bid: Price Part of only those Bidders shall be opened online who are determined as having submitted substantially responsive bids and are ascertained to be qualified to satisfactorily perform the Contract. A negative determination of the bids, shall be notified by the DISCOM/PVVNL to such Bidders and the price bid uploaded by them shall not be opened.

In the event, the DISCOM/PVVNL, in its discretion, decides not to open the bid for want of adequate response to the bidding, the DISCOM may either extend the bid pursuant to Clause No. 15.2 and 26.1 of Section-III: Instructions to Bidders or cancel the bidding process.

It is to be noted that the bid evaluation will be exhausted strictly as per procedure mentioned in Bid evaluation section.

26. Change in date and time of opening of bids

It may be noted that the due date/time of opening of bid can be altered/extended if desired by the DISCOM/ tender inviting authority, without assigning any reason thereof. However, due intimation shall be available at DISCOM's website. The bidder shall be responsible for keeping itself updated on the changes in date and time of opening of bid.

27. Canvassing of bids

Bid shall be deemed to be under consideration, after opening of bid, till placement of order to the successful bidder. During this period, the bidders or their authorized representative(s) or other interested parties are advised strongly in their own interest, to refrain from contacting or influencing by any means any of the DISCOM's personnel or representative on matters relating to bid under process. As any such effort or activity may result in rejection of that bidder's proposal/offer.

28. DISCOM's right to accept any bid, and to reject any or all bids

The DISCOM/ tender inviting authority 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(s) or any obligation to inform the affected bidders) of the grounds for such decision. No correspondence, in any form, and at any time, shall be entertained by the DISCOM in this regard.

29. Currency of Price Bid

For the works/services required in the bid, all prices or rates shall be quoted in Indian National Rupees (INR) only as the payment for such works/services shall be made in Indian currency only (i.e. Indian National Rupees).

30. Interpretation of conditions of bid(s)

The DISCOM/ tender inviting authority shall be the final authority to interpret any or all condition(s)/clause(s) specified in the bid documents at any point of time. In case any ambiguous or contradictory term(s)/condition(s) arise in the bid, interpretation as deemed appropriate by the DISCOM shall be final and binding on all the bidders.

31. Validity of bids

The bidder's proposal must remain valid for acceptance for a period of 180 days from the date of opening of bid (Envelope-I) or any other extended date for their receipt or any other extended period consented upon by the bidders. The DISCOM may ask the bidder to extend the validity period of their bid) and during this period no bidder shall be allowed to withdraw their bid. Any such withdrawal during the said period will entail forfeiture of EMD deposited by the bidder with their bid. The bidders who agree to such extension shall confirm that they maintain the availability of the professional staff nominated in the proposal or in their confirmation of extension of validity of the proposal.

32.1 The bid along with the rates and condition thereby shall be open for acceptance of the DISCOM for a period of 180 days from the date of opening of the bids and no request for any variation in quoted rates and/withdrawal of tender on any ground by successful bidder be entertained within validity period. In case the DISCOM/ tender inviting authority requests for extension of the validity period, the bidder may extend the validity without changing the terms and conditions of their bid (except change in wages or any other statutory compliance as per Government norms). In case Bidder does not extend the validity, he/she must respond his/her unwillingness within 7 working days from the date of receipt of letter to this intent so that his EMD/bid security can be returned.

32. Issue of Letter of Award, Contract Signing and Issue of Work Order

The DISCOM/ tender inviting authority shall award the Contract to the bidder whose bid has been adjudged successful after techno-commercial and financial evaluation.
The DISCOM/ tender inviting authority shall issue a detailed Letter of Award (LoA) to the successful bidder.
Post issue of Letter of Award to the successful bidder, Contract Agreement shall be signed between the two parties at respective Circle Offices.
After signing of the Contract Agreement, work order shall be issued by respective Circles.

33. Bid evaluation

Preliminary examination

The DISCOM will examine the bids to determine whether they are complete, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids documents are generally in order.

The DISCOM may waive any minor informality, nonconformity or irregularity in a bid that does not constitute a material deviation, whether or not identified by the Bidder in its bid, and that does not prejudice or affect the relative ranking of any Bidder as a result of the technical and commercial evaluation.

Examination of substantive responsiveness and Qualification requirement

Prior to the detailed evaluation, the DISCOM will determine whether each bid is of acceptable quality, is complete and is substantially responsive to the Bidding Documents. Any deviations, conditionality or reservation introduced will be reviewed to conduct a determination of the substantial responsiveness of the bidder's bid. For purpose of this determination, a substantially responsive bid is one that conforms to all the terms, conditions and specifications of the Bidding Documents without any material deviations, objections, conditionalities or reservations and complies with all the statutory laws in force as amended from time to time. A material deviation, objection, conditionality or reservation is one (i) that affects in any substantial way the scope, quality or performance of the Contract; (ii) that limits in any substantial way, inconsistent with the Bidding documents, the DISCOM's rights or the successful Bidder's obligations under the contract; or (iii) whose rectification would unfairly affect the competitive position of other bidders who are presenting substantially responsive bids.
During bid evaluation, the DISCOM may, at its discretion, ask the Bidder for a clarification of its bid. In case of erroneous/non-submission of the documents required to be submitted by the Bidder as per the provisions of the Bidding Documents, the DISCOM may give the Bidder not more than 7 working days notice to rectify/furnish such documents, failing which the bid shall be rejected.
The request for clarification and the response shall be writing, and no change in the price or substance of the bid shall be sought, offered or permitted.
Bids containing deviations from critical provisions will be considered as non-responsive.
If a bid is not substantially responsive, it will be rejected by the DISCOM, and may not subsequently be made responsive by the Bidder by correction of the nonconformity. The DISCOM's determination of a bid's responsiveness shall be based on the contents of the bid itself without recourse to extrinsic evidence.
The DISCOM will ascertain to its satisfaction whether Bidders determination having submitted substantially responsive bids are qualified, as per the Qualification Requirement mentioned in the bid documents. The DISCOM shall be the sole judge in this regard and the DISCOM"s interpretation of the Qualification Requirement shall be final and binding.
The determination will take into account the Bidder's financial, technical capabilities, in particular the Bidder's Contract work in hand, future commitments and past performance during execution of contracts that have been awarded by the DISCOM on the Bidder. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, as well as such other information as the DISCOM deems necessary and appropriate. This shall, however, be subject to assessment that may be carried out, if required by DISCOM.

The DISCOM may waive any minor informality, nonconformity or irregularity in a bid that does not constitute a material deviation, affecting the capability of the Bidder to perform the Contract.
An affirmative determination will be prerequisite for the DISCOM to evaluate the Techno-commercial Part and to intimate successful bidders to be present on new date, time & location to open the online price schedule of the Bidder. A negative determination will result in rejection of the Bidder's bid.
The bid from those bidders shall not be accepted who failed to submit Performance Security on issue of Letter of Award (LoA) for any other Contract of DISCOM in past 3 years.
To assist in the analysis, evaluation and computation of the bids, the DISCOM may ask bidders individually for clarification of their submitted bids. The request for clarification and the response shall be in writing but no change (whatsoever) in the price or substance of the bid offered shall be permitted.
After successful evaluation and compliance to techno-commercial condition (satisfying the qualification requirement), financial bid shall be opened.

34. Period of Contract

The period of Contract under the scope of work shall be up to 180 days or as per directions of the concerning SE from the date of placement of LOI/LoA or from the date of issue of last material from Stores. .

35. (i) Any material amounting more than 2 Lakh shall be pre-dispatch inspected by team appointed by DQC Meerut.
(ii) The GTP and drawing of different material required for the work should be approved by PVVNL.

Contract Performance Guarantee

A Contract Performance Security, the successful Bidder, to whom the work is awarded, shall be required to furnish a Performance security from a Public Sector Indian Bank, in the specified format (NEFT/RTGS/DD/Bankers Cheque/Bank Guarantee) in favour of the Owner. The guarantee amount shall be equal to **Ten percent (10%) for Supply/work/services contract,** of the total Contract price and it shall guarantee the faithful performance of the Contract in accordance with the terms and conditions specified in these documents and specifications. Performa annexed as Annexure.

The guarantee shall be valid till the end of Warranty Period (12 Months) from the date of commissioning) and handing of the work/completion of all the ordered quantity (for supply contract only). The bank guarantee should also have a further claim period of 90 days from the date of completion of the contract.

In any case, the successful bidder shall not be allowed to deduct CPG amount from their running bills and they are required to submit valid & requisite Contract Performance Guarantee.

1. Terms of Payment:-

A. For Supply of Material:-

(1) Subject to any deduction, which the purchaser may be authorized to make under the contract or subject to any additions or deductions provided for under "Variation in Quantity Clause", the contractor shall, on the certificate of Engineer, be entitled to payment as follows:-

(a) Ninety Percent (90%) of the F.O.R. contract value of the plant alongwith 100% of taxes as applicable on finished material/equipment shall be made through bank, intimated by the purchaser in Rupees, on receipt by the purchaser of material/equipment and the following documents:-

(b) Unconditional acceptance of the Letter of Award/Letter of Intent and signing of contract agreement by the Contractor.

(c) An unconditional & irrevocable Bank Guarantee for **Ten Percent** (10%) of the total Contract price towards Contract Performance Guarantee (CPG) in accordance with Performa attached. The said bank guarantee shall be valid upto ninety (90) days after expiry of the Warranty Period and shall be extended from time to time till ninety (90) days beyond successful completion of warranty period, as may be required under the Contract.

(d) Evidence of dispatch (R/R or receipted L/R)

(e) Contractor's **GST** invoice, **claim** & packing list identifying contents of each shipment.

(f) Copy of Certificate to the effect of payments of State/ Central taxes, duties, levies etc have been made against supply of materials through sub-vendors under the contract.

(g) Certified copy of Insurance policy/Insurance Certificate.

(h) Manufacturer's/Contractor's guarantee certificate of Quality.

(i) Material Dispatch Clearance Certificate (MDCC) / Dispatch Instructions (DI) for dispatch of materials from the manufacturer's works. MDCC/DI shall be issued by authorized officer of Employer

(j) Manufacturer's copy of challan.

(k) submission of the certificate by the Employer's representative that the item(s) have been received,

(b) Ten Percent (10%) of the F.O.R contract value on the presentation of the Contractor's GST invoice when each commercially useable section of the plant/equipment or all the ordered quantities in the contract has been delivered and received at store or at a designated point by the Engineer in Charge and checked at site of the work or, within one month of such delivery, whichever is earlier.

Provided that each of the payments under this clause shall be due on the last of the month in which the invoice for the amount due together with the necessary documents is received by the purchaser.

(2) If at the time at which the last installment becomes payable there are minor defects in the plant which are to of such Importance as to affect the full commercial use of the plant, then the Purchaser shall be entitled to retain such part of the installments as represents the cost of making good such minor defects, and any sum so retained shall, subject to the provisions of maintenance clause 30 of Form 'B', become due upon such minor defects being made good.

B. For Work/Services Contract:-

1. Progressive payments (Supply):

1.1 First Installment (60%) : Sixty percent (60%) payments against various items of price schedule/BOQ including 100% Taxes etc. shall be paid on receipt and acceptance of Materials on submission of documents indicated herein under:

a. Unconditional acceptance of the Letter of Award/Letter of Intent and signing of contract agreement by the Contractor.
b. An unconditional & irrevocable Bank Guarantee for ten percent (10%) of the total Contract price towards Contract Performance Guarantee (CPG) in accordance with proforma attached. The said bank guarantee shall be valid upto ninety (90) days after expiry of the Warranty Period and shall be extended from time to time till ninety (90) days beyond successful completion of warranty period, as may be required under the Contract.
c. Evidence of dispatch (R/R or receipted L/R)
d. Contractor's **GST** invoice, **claim** & packing list identifying contents of each shipment.
e. Copy of Certificate to the effect of payments of State/ Central taxes, duties, levies etc have been made against supply of materials through sub-vendors under the contract.
f. Certified copy of Insurance policy/Insurance Certificate.
g. Manufacturer's/Contractor's guarantee certificate of Quality.
h. Material Dispatch Clearance Certificate (MDCC) / Dispatch Instructions (DI) for dispatch of materials from the manufacturer's works. MDCC/DI shall be issued by authorized officer of Employer
i. Manufacturer's copy of challan.
j. submission of the certificate by the Employer's representative that the item(s) have been received,
k. Submission of certificate by Section Holder/Junior Engineer of the Contractor that materials have been supplied as per technical specification, scope of work & approved drawings enclosing certified copy of inspection reports and dispatch clearances.

1.2 Second Installment (30%): Thirty percent (30%) payments against various items of price schedule 1 shall be paid on following conditions:

a. Unconditional acceptance of the Letter of Award and signing of contract agreement by the Contractor.
b. An unconditional & irrevocable Bank Guarantee for ten percent (10%) of the total Contract price towards Contract Performance Guarantee (CPG) in accordance with proforma attached. The said bank guarantee shall be valid upto ninety (90) days after expiry of the Warranty Period and shall be extended from time to time till ninety (90) days beyond successful completion of warranty period, as may be required under the Contract.
c. Submission of the certificate on measurement book by the Project Manager that the item(s) have been received,
d. Submission of certificate on measurement book by Section Holder/Junior Engineer that the material has been erected successfully at site and the work is complete in all respect.
e. Submission of compliance report of defects pointed out by Engineer of concerned division.

1.3 Third and Final Installment (10%):

a. The balance ten percent (10%) of payment against Supply contracts excluding Taxes etc shall be reimbursable on successful supply, erection, testing and commissioning of the works in the award contract and issuance of Taking over Certificate by the Employer.

b. 'Commissioning' for the purpose of payments shall mean satisfactory completion of all supplies, erection, commissioning checks and successful completion of all site tests and continuous energisation of the equipment/ materials at rated voltage as per the Contract and to the satisfaction/approval of the Employer.

c. On submission of the certificate by the Section Holder/Junior Engineer that the item(s) have been received, erected, tested and commissioned.

d. On certification by Section Holder/Junior Engineer for validity of an unconditional & irrevocable Bank Guarantee for ten percent (10%) of the total Contract price towards Contract Performance Guarantee (CPG) in accordance with the provisions of the contract.

e. Contractor's GST invoice

2. Progressive payments (Erection):

2.1 First Installment (90%) : Ninety percent (90%) payments against Erection contracts shall be paid on erection, testing and commissioning of works and on submission of documents indicated herein under:

a. Unconditional acceptance of the Letter of Award and signing of contract agreement by the Contractor.

b. An unconditional & irrevocable Bank Guarantee for ten percent (10%) of the total Contract price towards Contract Performance Guarantee (CPG) in accordance with proforma attached. The said bank guarantee shall be valid upto ninety (90) days after expiry of the Warranty Period and shall be extended from time to time till ninety (90) days beyond successful completion of warranty period, as may be required under the Contract.

c. Certified copy of Insurance policy/Insurance Certificate.

d. Contractor's GST invoice

e. Material reconciliation statement consisting of the materials utilized for erection, testing & commissioning.

f. Submission of certificate on measurement book by Section Holder/Junior Engineer that materials under consideration have been erected, tested and commissioned as per technical specification, scope of work & approved Drawings/Manuals.

g. Test check certification on Measurement Book be recorded by officers in hierarchy with the claim as per policy.

2.2 Second and Final Installment (10%):

a. The balance ten percent (10%) of payment against Erection contracts shall be released on successful commissioning of the works in the contract and issuance of Taking over Certificate of the project.

b. 'Commissioning' for the purpose of payments shall mean satisfactory completion of all supplies, erection, commissioning checks and successful completion of all site tests and continuous energisation of the equipment/ materials at rated voltage as per the Contract and to the satisfaction/approval of the Employer.

c. On submission of the certificate by the Section Holder/Junior Engineer that the equipment/materials have been erected, tested and commissioned.

d. On certification by Section Holder/Junior Engineer for validity of an unconditional & irrevocable Bank Guarantee for ten percent (10%) of the total Contract price towards Contract Performance Guarantee (CPG) in accordance with the provisions of Contract. The said Contract Performance guarantee shall be initially valid upto ninety (90) days after expiry of the Warranty Period and shall be extended from time to time ninety (90) days beyond successful completion of warranty period, as may be required under the Contract.

e. On certification of Section Holder/Junior Engineer for reconciliation of materials and payments.

f. On certification of Section Holder/Junior Engineer that assets under the project are created and are taken over by Employer.

g. Contractor's GST invoice

ELECTRICITY DISTRIBUTION CIRCLE-I, MUZAFFARNAGAR

E-Tender No. 23/2026-27/EDC-I/MZN

(Include Annexure-E)

General Conditions of the Specification

1. **Discom's representative**

The Discom shall appoint an officer/employee designated as the Controlling Officer/Officer-in-Charge who shall carry out the functions and obligations of the Discom under the Contract.

The Discom may from time to time appoint any other person as the Controlling Officer/Officer-in-Charge in place of the person previously so appointed, and shall give a notice of the name of such other person to the Contractor without delay. The Discom shall take reasonable care to see that no such appointment is made at such a time or in such a manner as to impede the progress of works/services. The Controlling Officer/Officer-in-Charge shall represent and act for the Discom at all times during the currency/validity of the Contract.

Any decision, instruction or approval given by the Controlling Officer/Officer-in-Charge of the Discom shall be binding on the Contractor.

All notices, instructions, orders, consents, certificates, approvals and all other communications under the Contract shall be given by the Controlling Officer/Officer-in-Charge.

The Controlling Officer/Officer-in-Charge may authorize his representative(s) as site-in-charge for the works/services.

2. **Contractor's Representative**

The Contractor shall employ at least one competent representative (name, address, telephone number, identity proof of the representative shall be communicated in writing to the Controlling Officer/Officer-in-Charge by the contractor) to supervise the works/services at each Circle. The said representative, (or if more than one shall be employed, then one of such representatives), shall be present whenever required and should be approachable in person or on phone at time and location as specified by the Discom/Service Recipient. Any written order or instruction which the Controlling Officer/Officer-in-Charge or his duly authorized representative may give to the said representative of the Contractor shall be deemed to have been given to the Contractor.

The Controlling Officer/Officer-in-Charge shall be at liberty to object to the presence of any representative or person employed by the Contractor for execution of the Contract or otherwise at the site, who in his/her opinion is found to have misconduct himself/herself or be incompetent or negligent and the Contractor shall remove the person so objected to, upon receipt from the Controlling Officer/Officer-in-Charge a notice in writing requiring him to do so and shall provide in his place a competent representative at the Contractor's risk and expense.

3. **Bankruptcy/Insolvency of the Contractor**

If the Contractor is imprisoned, becomes insolvent, compound with his creditors, has a receiving order made against him or carries on business under a receiver for the benefit of the creditor or any of them or being a partnership firm, become dissolved or being a corporation, goes into liquidation or is being would up, not being a voluntary winding up for the purpose only of amalgamation or reconstruction, the Discom shall be at liberty.

To give such liquidated contractor or other person in whom, the Contract may become vested, the option thereof to award the Contract or a portion to any other contractor, thereof to be determined by the Discom subject to his/her providing an appropriate guarantee for the performance of such Contract.

4. **Duty and behavior of Contractor's Personnel**

The personnel deployed by the Contractor must always carry their Photo-ID card issued by contractor.

The personnel deployed by the Contractor shall maintain the decorum and obey the instructions of the officer-in-charge of the Discom for that particular work and place of duty. They must follow the procedures of duty, performance and stipulated time guideline for working hours as set by the officer-in-charge of the Discom from time to time.

It shall be accepted as an inseparable part of the Contract that in matters regarding competency, efficiency, conduct and behavior, the decision of the Officer-in-charge of the Discom shall be final and binding on the Contractor in all such matters.

5. **Safety Provisions**

The Contractor shall arrange for the safety in its operation as prescribed by the Discom and all safety protective equipment's and tools are to be provided by the contractor. It is the responsibility of the Contractor to deal with any liability arising due to any injuries occurring to the Contractor's staff during performance of duty. The Discom would not be liable to pay any compensation to the injured employees of the Contractor under any circumstances.

In case the Contractor fails to make such arrangement, the authorized officer/staff of the Discom shall be entitled to recover the costs thereof from the Contractor. The failure to comply with the provisions of the Safety Rules and Regulations, if any, the Contractor shall without prejudice to any other liability pay to the Discom a penalty amount, as determined by the competitive authority of the Discom.

6. Checks and Supervision by the Contractor

The Contractor shall ensure that its personnel perform their duties efficiently by exercising frequent surprise checks and by appointing sufficient supervisory staff as felt necessary by the Discom. In case, it is found that any damage has occurred due to negligence, ignorance or not performing the duty by the personnel of the Contractor, all the losses so occurred to the Discom shall be recovered from the amounts payable to the Contractor and its security deposits or Contract Performance Guarantee.

7. Notices and Instructions

The Contractor shall furnish the complete address of its permanent office and local office along with telephonic number, fax numbers, emails, etc. to the Discom. Any notice or instructions to be given to Contractor under the terms of the Contract shall be deemed to have been served on him if it has been sent at local office or to the address of the Contractor last notified by them or delivered to authorized signatory.

8. Health of the Personnel deployed

All persons deployed by the Contractor shall be of sound physical and mental health and should not be under the influence of any drug or liquor during duty and have full knowledge and experience to competently complete the job assigned to them. In case it is found that any loss has occurred to the Discom's property/interest due to development of such personnel, the same shall have to be replaced by the Contractor without extra cost to the Discom/pvvnl.

9. Subletting

The Contractor shall not sublet any activity or any part thereof under the contract.

10. Force Majeure

Force Majeure means any event or circumstance or combination of events and circumstances including those stated below that wholly or partly prevents or unavoidably delays an affected party in the performance of its obligations under this Agreement, but only if and to the extent that such events or circumstances are not within the reasonable control, directly or indirectly, of the affected party and could not have been avoided if the affected party had taken reasonable care or complied with prudent utility practices.

Act of God, including, but not limited to lightning, drought, fire and explosion (to the extent originating from a source external to the site), earthquake, volcanic eruption, landslide, flood, cyclone, typhoon, tempest, tornado, mutiny, civil communication, riot, terrorist attack, strike (subject to certification by Labour Commissioner), Lock-out (subject to certification by Labour Commissioner), exceptionally adverse weather conditions which are in excess of the statistical measures for the last hundred(100) years, any act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, direct or indirect political events; or any event or circumstance of a nature analogous to any of the above.

A notification to this effect duly certified by statutory authorities shall be provided by the Contractor to the Discom. The authority as decided by the Discom (including committee, etc.) shall decide upon Force Majeure cases and the decision of such authority shall be final and binding on Contractor/Contractor.

11. Damage to Property and injury to personnel

The Contractor shall indemnify and keep indemnified the Discom against all losses and claims for injuriesor damage to any person or any property whatsoever which may arise out of or in consequence of the execution of the Contract and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect of or in relation thereto.

The Discom shall not be liable for damage or compensation payable as per provision of law/act in respect or consequence of any accident or injury to any workmen or other person in the employment of the Contractor. The Contractor shall have to pay all claims, demands, proceedings costs, charges and expenses whatsoever in respect thereof or in relation there to.

In the event of any accident and/or injury, in respect of which compensation may become payable under the Workman's Compensation Act-VIII of 1923 including all amendments thereof, Authorized officer of Discom shall have full powers to retain out of any sums payable/becoming payable to the Contractor, any sum as may be deemed sufficient to meet such liability on receipt of award of compensation from the competent authority under the said act, and the same shall be adjusted from this amount. Any shortfall shall be recovered and any excesses shall be refunded. The opinion of the Authorized office of Discom shall be final in regard to all matters arising under this clause.

In case, it is found that any theft or damage has occurred to the property or premises of the Discom due to negligence of personnel in performing their duty and/or absence from the place of duty and/or not providing substitute by the Contractor or any other reason, the cost of all such losses or damages as assessed by the Discom shall be recovered from the Contractor's monthly bill or from their Security Deposit/Contract Performance Guarantee or in any other manner as may deemed fit.

In case any personnel of the Contractor is implicated in any law suit or is injured by any person or group of persons, agitating mob, etc. during the course of performing his/her duty/their duties for the Discom, it shall be the sole responsibility of the Contractor to defend its personnel in the court of law or to extend all medical and financial help, etc. without charging any cost to the Discom.

The Discom shall be deemed to be indemnified by the Contractor for lapses or other mischief's etc. by its personnel.

Claims arising due to "any activity" shall be liable for adjustment from contract performance guarantee furnished by Contractor.

12. Arbitration

If any dispute, difference or controversy shall at any time arise between the Contractor on the one hand and the UPPCL and the Engineer of the Contract on the other hand Contract, or as the true construction, meaning and intent of any part or condition of the same or as to manner of execution or as to the quality or description of or the payment for the same, or as to the true intent, meaning, interpretation construction or effect of the clause of the contract specification or drawing or any of them or as to anything to be, done committed or suffered in pursuance of the contractor or specification, or as in the mode of carrying the contract into effect or as to the breach or alleged breach or as to obviating or compensation for the commission any of such breach or as to any other matter or thing whatsoever connected with or arising out of the contract, and whether before or during the progress or after the completion of the contract, and whether before or during the progress or after the completion of the contract such question, difference or dispute shall be referred for adjudication to the UPPCL or any other person nominated by him on this behalf and his decision on writing shall be final binding and conclusive. This submission shall be deemed to be a submission to arbitration modification thereof. The arbitrator may from time to time with consent of the parties, enlarge the time for making and publishing the award.

Upon every or any such reference, the costs of an incidental to the reference and award respectively shall be at the discretion of the arbitrator, who shall be competent to determine the amount thereof or direct the same to be taxed as between solicitor and client or as between party and party and to direct by whom in what manner the same shall be borne and paid.

Work under the contractor shall, if reasonable, continue during the arbitration proceedings and no payment due or payable by the corporation shall be withheld on account of such proceeding. In case of refusal/neglect by such nominee UPPCL may nominate another person in his place.

13. Jurisdiction

Any dispute or difference, arising under, out of, or in connection with Tender/Contract order shall be subject to exclusive jurisdiction at Muzaffarnagar Court and High Court of Judicature at Allahabad only (as on Annexure- D).

14. Blacklisting

In case(s) of severe default(s) by the Contractor (including but not limited to relevant clause of this section), the process of blacklisting or debarring of Contractor and recoveries (if any) thereof may be undertaken by the Discom if deemed necessary.

15. Taxes

The Contractor shall be responsible for payment of all taxes, duties statuary/local levies arising as result of commercial transactions under this contract such GST etc. Discom shall not be responsible for any tax related liability in any manner whatsoever.

During the Contract period, the Contractor shall deposit GST and other applicable taxes at prevailing rates as per Government of India guidelines including during extended period if any.

If any tax exemptions, reductions, allowances, or privileges may be available to the Contractor, the Discom shall use its best endeavors to enable the Contractor to benefit from any such tax savings to the maximum allowable extent.

The statutory deduction of taxes and duties at source, related to these works and services, shall be done by the Discom and tax deduction certificate shall be issued to the Contractor whatever applicable as per law.

For purpose of the Contract it is agreed that the Contract value shall include all taxes (including) but not limited to GST or any other similar tax/duty/Cess/Surcharge/levy by whatever name called under applicable tax laws as on the last date of bid submission) for supplies to be made or services to he performed under the contract in their quoted bid price. The Discom shall not bear any separate liability over and above the contract price for payment of taxes.

If any rates of Tax are increased or decreased, a new Tax is introduced, an existing Tax is abolished, or any change in interpretation or application of any Tax occurs in the course of the performance of Contract, which directly impacts tax liability of Contractor in performance of this Contract, an equitable adjustment of the Contract value shall be made to take into account any such change by addition to the Contract value or deduction there from, as the case may be.

The Contractor shall declare its GST registration number. Any liability arising out of GST implication shall be borne and responsibility of the Discom.

16. Termination of Contract

Event of default

Any of the following events shall constitute an "Event of Default". The occurrence of any "Event of Default" shall lead to consequences as brought out in Clause:

i. If the Contractor fails to deliver services as per time schedule in the Scope of work.
ii. If the Contractor unlawfully repudiates the Contract or has otherwise expressed an intention not to be bound by the contract.
iii. If the Contractor does not make timely payment of salaries to the deployed labour.
iv. If the Contractor does not make the mandatory payments like EPF, ESIC and other liabilities if any.
v. If it comes to the Discom's notice that the Contractor is indulged in forgoing documents and submitting forged documents of EPF Challan sheet, ESIC receipt of personnel deployed by it.
vi. If the Contractor becomes bankrupt or insolvent, goes into liquidation.
vii. If the Contractor fails to make payment of any amount payable to the Discom, as and when the same becomes due.
viii. If the Contractor fails to provide, renew or replenish the payment security and/or contract performance guarantee.
ix. If the Contractor fails to fulfill any of the directions or order of the purchaser or comply with the requirement of the electricity laws or other laws in relation to bid area.
x. If the Contractor has made any false or misleading representation or warranty.
xi. If the Contractor transfers, otherwise then pursuant to contract, any material or property of the Discom.
xii. If the Contractor indulges in any malpractice or corrupt practice.
If at any stage during the period of the Contract any case involving moral turpitude is instituted in a court of law against the Contractor or his employees.

Termination of Convenience

The Discom shall be entitled to terminate the Contract without assigning any reason thereof at any time of the Discom's convenience, by issuing an "Order for Termination" to the Contractor. The termination shall take effect on 30th day of issuance of "Order of termination" or such extended period (over and above 30 days) as may be decided by the Discom.

Termination due to Change in Government/Management Policy

The Discom shall be entitled to terminate the Contract due to change any Government/Management Policy, by issuing an "Order for Termination" to the Contractor.

The termination shall take effect on 30th day of issuance of "Order of Termination" or such extended period(over and above 30 days) as may be decided by the Discom.

Effect of Termination (Either upon default or for convenience or Change in Management/Government Policy)

a. Upon serving the "Order for Termination", the Discom shall have rights to step-in and takeover the operations. The Contractor shall be obliged to co-operate with Discom and provide all necessary support, data, documents, information etc. which may be required by the Purchase for successful takeover of the operations and continuum of the services. However, during transition period the Contractor shall continue to provide such services, as may be required by the Discom for smooth take-over of operations.
b. If the contract has been terminated on occurrence of "Event of Default" as defined in Clause 20.1. The Contract Performance Guarantee submitted by the Contractor shall be invoked on or after the effective date of "Termination of the contract" and amount so realized shall be forfeited by the Discom, as a reasonable pre-estimate of the losses which have occurred to the Discom due to non-performance of the Contractor.
c. If the contract has been terminated on convenience as per Clause 20.3, the Discom shall have right to recover any amount payable by Contractor to the Discom from the Contract Performance Guarantee.
d. The Discom unconditionally reserve the rights to claim from the Contractor, any cost, expenses or loss that may be incurred by reasons of breach of terms and conditions of the contract.
e. The Discom shall not be liable for payment of any compensation, whether in contract or tort or otherwise, towards the Contractor or any third party, upon termination of the contract.
f. Upon termination of the contract, the Contractor shall immediately:-
i. Remove it's manpower deployed on performance of services pertaining to the Contract.

ii. Cease all further work, except for such work as the Discom may specify in the "Order for Termination" for the sole purpose of protecting that part of the facilities already executed, or any work required to leave the site in a clean and safe condition;

iii. Remove all Contractor's equipment from the site, repatriate the Contractor's and its subcontractor's personnel from the site, remove from the site any wreckage, rubbish and debris of any kind, and leave the whole of the Site in a clean and safe condition; and

iv. Deliver to the Discom the parts of the facilities executed by the Contractor up to the date of termination.

v. To the extent legally possible, assign to the Discom all right, title and benefit of the Contractor to the facilities as of the date of termination, and, as may be required by the Discom, in any subcontracts concluded between the Contractor and its Subcontractors; and

vi. Deliver to the Discom all non-proprietary drawings, specifications and other documents prepared by the Contractor or its Subcontractors as at the date of termination in connection with the facilities.

vii. The Discom shall have the rights to recover from the Contractor any loss or damage occurred to the property/items/materials/equipment etc. of the Discom, due to any act of Contractor or its personnel.

17. Corrupt or Fraudulent Practice(s)

The Discom requires that the bidders observe the highest standard of ethics during the procurement and execution of the Contract(s).

In pursuance of this policy, the Discom defines, for the purposes of this provision the terms set forth below as follows:

a. "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of an official/employee involved in the procurement process or in execution of the Contract.

b. "Fraudulent practice" means misinterpretation of facts or information in order to influence the procurement process or the execution of 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.

c. The Discom will reject a bid or cancel the Contract if already placed, if it determines that the bidder recommended for Award or on whom the Contract/Award has already been placed has engaged in corrupt or fraudulent practices in competing for the Contract/Award in question.

d. The Discom may declare a bidder ineligible for issue of Contract/Award, either indefinitely or for a stated period of time, if it any time determines that the bidder has engaged in corrupt or fraudulent practices in competing for or in executing an earlier Contract of the Discom.

18. Miscellaneous

In case, any penalty is imposed by the regulator/government/any other judiciary or compensation thereof, as decided by the concerned authority, on the Discom related to services/scope of work as per this Bid document, then the same shall be passed on to the Contractor.

****

Standard Bidding Documents for e-tender

1. Tender Fees (in the form of RTGS/DD/Bankers Cheque only);-
   i) For tenders having estimates up to Rs. 10.0 Lakh:- Rs. 1,000 + GST
   ii) For Tenders having estimates above 10.0 Lakh & up to 1.0 Crore :- Rs. 3,000 + GST
   iii) For tenders having estimates above 1.0 Crore & up to Rs. 10.0 Crore :- Rs. 5,000 + GST
   iv) For tenders having estimates more than Rs. 10.0 Crore & up to 100 Crore: Rs. 10,000 + GST
   v) For tenders having estimates more than 100 Crs. :- Rs. 25,000.00+ GST
2. **Earnest Money Deposit**:- The EMD shall be 1% of the estimated cost/Tender Value of the work/services/supply and in the form of NEFT/RTGS/DD/Bankers Cheque & BG (BG for the EMD amount of Rs. 5000 and more).
3. **Contract Performance Guarantee**:- The Contract Performance Guarantee shall be 10% of the Contract Value of the tender specifications and in the form of RTGS/NEFT/DD/Bankers Cheque/BG (from a scheduled bank) only.

   In any case, the successful bidder shall not be allowed to deduct CPG amount from their running bills and they are required to submit valid & requisite Contract Performance Guarantee.

ई–निविदा संख्या–23/2026–27/वि0वि0म0प्र0–मु0नगर

"Eligibility criteria for bidders"

1. निविदा प्रपत्र शुल्क रूपया 1180.00 (अदेय) तथा धरोहर धनराशि **1% Total tender value shall be submitted** "**Superintending Engineer, Electricity Distribution Circle-I, Muzaffarnagar**" के नाम **State Bank of India, Railway Road, Muzaffarnagar** के बैंक खाता संख्या–**10880224116, IFSC Code – SBIN0000685** में आर0टी0जी0एस0/एन0ई0एफ0टी0 के माध्यम से अलग–अलग जमा कर साक्ष्य के रूप में यू0टी0आर0 संख्या, पे–इन–स्लिप की प्रति (इश्यूइंग बैंक के कन्फरमेशन मेल की प्रति) ई–टेण्डर के प्रपत्रों के साथ आन–लाईन अपलोड करना होगा। उक्त जमा धनराशि की बैंक खाते से पुष्टि कर निविदा के सम्बन्ध में अग्रेतर कार्यवाही किया जायेगा।
2. प्रपत्र भाग दो में सिर्फ निविदा प्रपत्र के साथ संलग्न BOQ/Price Bid में दरें अपलोड करनी होगी।
3. पैन कार्ड की छायाप्रति निविदा के प्रथम भाग में संलग्न करना आवश्यक हैं।
4. आधार कार्ड की छायाप्रति निविदा के प्रथम भाग में संलग्न करना आवश्यक हैं।
5. जी0एस0टी0 पंजीकरण की छायाप्रति निविदा के प्रथम भाग में संलग्न करना आवश्यक हैं।
6. निविदाकार को सम्बन्धित क्षेत्र के जिलाधिकारी द्वारा निर्गत वैध चरित्र प्रमाण पत्र निविदा के प्रथम भाग में संलग्न करना आवश्यक है।
7. निविदाकार के पास विद्युत सुरक्षा निदेशालय द्वारा जारी 'ए' स्तर का नवीनतम एवं वैध प्रमाण पत्र होना आवश्यक है जिसे निविदा के प्रथम भाग में संलग्न करना अनिवार्य होगा।
8. निविदाकार को निविदा के प्रथम भाग खुलने की तिथि से 12 माह से अधिक पुराना न हो वाला निवल संपत्ति प्रमाण पत्र (**Networth Certificate**) संलग्न करना होगा। निवल संपत्ति का अर्थ यू0डी0आई0एन0 नं0 (**UDIN no.**) के साथ सी0ए0 द्वारा प्रमाणित कुल पुंजी से है।
9. निविदाकार को किसी भी राष्ट्रीकृत/अनुसूचित बैंक से जारी किया गया निविदा कीमत की कम से कम 25 प्रतिशत का न्यूनतम सॉल्वेन्सी (**Solvency**) प्रमाण पत्र जो प्रथम बोली खोलने की तिथि से 12 माह से अधिक पुराना न हो, प्रस्तुत करना आवश्यक है।
10. निविदाकार को निर्धारण वर्ष 2024–25 या नवीनतम इनकम टैक्स सर्टिफिकेट (**ITR**) की प्रति संलग्न करना आवश्यक है।
11. ई–निविदा प्रपत्रों के साथ उपलब्ध **Declaration (Annexure-B)** निविदाकार द्वारा अपने लेटर हेड पर प्रस्तुत करना होगा।
12. ई–निविदा प्रपत्रों के साथ उपलब्ध **Declaration Bid withdrawn by us within 180 days from the date of opening of the tender (Annexure-C)** निविदाकार द्वारा रू0 10/– के स्टाम्प पेपर (180 दिन से अधिक की अवधि का न हो) पर शपथ–पत्र अलग–अलग उपलब्ध कराना अनिवार्य होगा एवं उक्त ई–निविदा में प्रस्तुत शपथ–पत्र किसी अन्य ई–निविदा के लिये मान्य नही होगा। प्रस्तुत शपथ–पत्र ई–निविदा जारी करने की तिथि के बाद का नोटरी होना चाहिए।
13. ई–निविदा प्रपत्रों के साथ उपलब्ध **Declaration Regarding black listing/Debarring of the firm (Annexure-D)** निविदाकार द्वारा रू0 10/– के स्टाम्प पेपर (180 दिन से अधिक की अवधि का न हो) पर शपथ–पत्र अलग–अलग उपलब्ध कराना अनिवार्य होगा एवं उक्त ई–निविदा में प्रस्तुत शपथ–पत्र किसी अन्य ई–निविदा के लिये मान्य नही होगा। प्रस्तुत शपथ–पत्र ई–निविदा जारी करने की तिथि के बाद का नोटरी होना चाहिए।

क्रमशः–2

14. निविदाकार को बोली खोलने की तिथि से गत 05 वर्षों में मुख्य ठेकेदार के रूप में एल0टी0/11 के0वी0/33 के0वी0 या अन्य उच्च विधा के विद्युतीय कार्य जिसमें विद्युत लाईनों/उपकेन्द्रों के निर्माण/क्षमतावृद्धि/मरम्मत/अनुरक्षण से सम्बन्धित अनुबन्ध प्रपत्र की छायाप्रति ई–निविदा के प्रथम भाग में संलग्न किया जाना अनिवार्य हैं :–

(अ) 01 कार्य जिसका न्यूनतम मूल्य वर्तमान निविदा की अनुमानित लागत का 60 प्रतिशत होना चाहिए।

या

(ब) 02 कार्य जिसका न्यूनतम मूल्य वर्तमान निविदा की अनुमानित लागत से प्रत्येक का न्यूनतम 40 प्रतिशत होना चाहिए।

या

स) 03 कार्य जिसका न्यूनतम मूल्य वर्तमान निविदा की अनुमानित लागत से प्रत्येक का न्यूनतम 30 प्रतिशत होना चाहिए।

15. क्र0सं0 14 के अनुसार उपलब्ध कराये गये अनुबन्ध के सापेक्ष कुशलता पूर्वक कार्य पूर्ण होने का प्रमाण पत्र जिसे सम्बन्धित अधिकारी द्वारा जारी किया गया हो की छायाप्रति निविदा के प्रथम भाग में संलग्न करना आवश्यक हैं।

16. निविदाकार के पास विगत 05 वित्तीय वर्षों में से 03 श्रेष्ठ वर्षों का औसत टर्नऑवर निविदा मूल्य का 100 प्रतिशत से कम नहीं होना चाहिए जिसके लिए सी0ए0 द्वारा सत्यापित (सी0ए0 के यू0डी0आई0एन0 अंकित होना चाहिए) टर्नऑवर सर्टीफिकेट के साथ प्रोफिट एण्ड लॉस एकाउन्ट, व बैलेन्स शीट की छायाप्रति ई–निविदा के प्रथम भाग में संलग्न करनी आवश्यक है।

17. निविदाकार द्वारा अनुबन्ध के समय ई–निविदा धनराशि का 10 प्रतिशत Performance Bank Guarantee मण्डल कार्यालय में जमा करनी होगी।

अधीक्षण अभियन्ता
विद्युत वितरण मण्डल–प्रथम,
मुजफ्फरनगर।

TENDER PROFORMA

Sl. No.	Particulars	To be filled by the tenderer
1	Tender No.	
2	Detail of tender cost deposited through RTGS / NEFT	
3	Detail of E.M. deposited through RTGS/NEFT	
4	Name and address of the tenderer.	
5	Head office address	
6	Registered office address	
7	Postal Address of tenderer	
8	E- Mail ID of tenderer	
9	Name and address of local representative and his telephone /Mobile Number	
10	Income Tax PAN	
11	G.S.T. No.	
12	Do you agree with all the conditions of tender specification, if not state the deviations you desire from the general conditions Form A/ B.	
13	Mentioned validity period of your Tender.	
14	Whether the quoted price offered are firm in all respect.	
15	whether the quoted prices are Inclusive of GST or exclusive of GST	
16	Have you read the instructions given in general conditions of the Tender and agree with the same.	

Sig. & Seal of the Tenderer

Designation : Superintending Engineer

(Annexure-A)

E-TENDER NO. ……FOR THE WORK OF……IN THE JURISDICTION OF EDD....., MUZAFFARNAGAR UNDER EDC-I, PVVNL, MUZAFFARNAGAR

From

M/s. ……
……
……
……..
To
The Superintending Engineer,
Electricity Distribution Circle-I,
Pashchimanchal Vidyut Vitran Nigam Ltd.,
Muzaffarnagar
Dear Sir,

With reference to your tender for the above work, I/We offer to submit our proposal having rates for site, erection at site in the schedule annexed or such portion thereof, as you may determine in strict accordance with the terms, conditions and instructions to the tenderer and conditions of the tender and sale contained in Part-I of the above referred tender to the satisfaction of the seller or in default thereof to forfeit to and pay to (Name of Discom), the sum of money mentioned in the said conditions.

THE RATES QUOTED ARE NET AND FIRM AND IN FULL SATISFACTION OF ALL CLAIMS. I/WE AGREE TO ABIDE BY THIS TENDER FOR THE PERIOD OF 180 DAYS FROM THE DATE OF OPENING OF BID PART-I.

A sum of Rs…….……vide No……..dated……of……...bank, in the form of RTGS having UTR No……vide..... (Name of Bank) as tender cost has been deposited in the Discom account. The proof of same has been annexed with the bid proposal.

A sum of Rs…….……vide No……..dated……of……...bank, in the form of……..and having the validity for the period of……as earnest money pledged in favour of ……is enclosed, the full value of which shall be retained by the ……(Name of Discom) on account of earnest money security deposit specified in the said clause of the "Instructions to the Tenderer".

I/We hereby undertake and agree to execute a contract in accordance with the said Terms, Conditions & Instruction to the Tenderer* of the tender bid specification.

Firm RTGS Details:

The details of the funds (earnest money/Tender Fees) given by the firm in the present tender, are deposited in the departmental account, as mentioned herein under:

Firm Current Account Number :

Name of Bank with address :

IFSC code of the Branch :

Amount Rs.....& head (EMD/Tender Cost)

UTR NO. …….

Yours faithfully

Signature of the authorized Signatory
(With complete address & Seal)

(Annexure-E)

GENERAL TERMS & CONDITIONS OF E-Tender No. 23/2026-27/EDC-I/MZN

1	E-tender are invited on E-tender website www.etender.up.nic.in
(A)	Before submission of the Tender, the Tenderers are required to make themselves fully conversant with the technical specifications drawings special instructions to Tenderer. Instructions to Tenderer, General requirement of Specifications including schedules and General Condition of Contract of Form A/B as may be applicable so that no ambiguity arises at a later date in this respect.
(B)	Any inconsistency or ambiguity in the offers made by the tenderer shall be interpreted to The maximum advantage of UPPCL/PVVNL and disadvantage to the tenderer. The tenderer shall have no right to question theinterpretation of the purchaser in all such cases and the same shall be binding on the Tenderer.
(C)	The tender should be prepared and submitted strictly in accordance with the instructions contained in these Specifications. The tender shall be complete in all respects. Tender must be submitted in the manner specified under clause 'C' of the documents. To complete The proposal, the tenderer must fill the tender form, declaration all schedules and data sheets, annexed with the Specifications item by item in accordance with the instructions and notes supplementary there to. The interpolations insertion, cutting and corrections made in the tender offer should be duly attested by the tenderer.
(D)	Each tenderer shall supply the data required in sheet annexed with the specifications by typing in appropriate places against each item to facilitate preparation of comparative statements. These sheet must be properly signed by authorized representative of the tenderer/manufacturer testifying the data submitted. In case the tenderer does not supply any of the required information at the time of tender, Necessary loading may be made while evaluating the price of his offer without giving him any further opportunity to supply or clarify the same. The tenderers are notified that in case the required information are not furnished in the specified performa/schedules attached with the specifications, the Purchaser shall not be responsible for any error in the evaluation of their tenders on this account. Further the failure to comply with this requirement may result in the rejection of the tender at the discretion of the purchaser.
(E)	Tenders submitted through internet shall only be considered.
2	E-tenders will be received up to 12:00 hrs. on 29.10.2026 and Part-I will be opened at 14:00 Hrs. on the same day by the undersigned in presence of tenderers, who wishes to be present at the time of opening of the tender.
3	In the absence of tender fees, Earnest Money of the required amount and complete pre-qualifying etc, price bid will not by opened and the tender will not be considered.
4	Conditional tender shall not be accepted and will be rejected out-right.
5	The quantity of material/distance/work given in the schedule of contract may vary upto any extent (with in contract value) "The contract value of work may vary + 10%." after approval of competent committee.
6	The Tender shall be valid for a period of 180 days from the date of opening of the tender or any extended date of opening. Tender with lesser validity are liable to be rejected.
7	PRICE & PRICE STRUCTURE The tenderer must quote F.O.R. Destination prices of all the items.
8	TAXES & DUTIES: Should be clearly mentioned. Whether prices are inclusive of taxes or Exclusive of taxes. In case prices quoted are exclusive of taxes, duties, octroi charges etc. will be paid at actual on production of relevant original vouchers. However the tenderer must indicate the rates or various taxes/duties as applicable as on the date of tender opening on various price components as given in price schedule.
9	SPLITTING OF ORDER: SE, EDC-I, MZN reserves the right to split the order among various tenderers in any manner without assigning any reason.
	AWARD OF CONTRACT:-
10	The purchaser is not bound to accept the lowest tender and may reject any or all the tenderers, without assigning any reason thereof.
11	The successful tenderers if required to do so, may have to enter into a contract agreement with the purchaser as per General condition of Form A/B and other special conditions attached with the tender specification.
	INSPECTION:
12	The purchaser reserves the right to inspect any machinery and material to ensure that approved Q.A.P. is being strictly implemented by the Contractor or his Sub Contractor/Supplier under this contract, and to reject any item found defective in workmanship or design, or otherwise unsuitable for the use and purpose intended or which is not in accordance with the intent of this contract. The Contractor should, on demand by the purchaser, rectify or replace such defective or unsuitable material, whether before or after supply.
13	M.REJECTION:
(A)	Purchaser reserves the right to reject any material if during the tests at works or site, the test value achieved do not comply with the respective standard/specifications and exceeds the tolerable limit.
(B)	Contractor shall replace the rejected material with new material complying with the guaranteed value as early as possible and at no extra cost to the purchaser. Purchaser reserves the right to retain any rejected material andtake into service until the contractor supplies the new material.
(C)	Rejection of any material will not be held as a valid reason for delay in timely completion of the work
14	Stock material required for the construction work shall be provided by the department. All the line material willbe supplied by the department. Responsibility of work transportation of material from different stores to site of work and back and supervision of work to its successful completion will be that of contractor.

15	The successful tenderer will have to make his own arrangement for the carriage of material as above. At his own cost and no T&P required for the said work shall be supplied by the department.
16	100% payment will be made to the contractor by the Executive Engineer,EDD-Charthawal,Muzaffarnagar on the basis of verification of bills as well as satisfactory completion of work.
17	The work will be carried out in accordance with the direction and design given by the representatives of the corporation and construction manual and instructions. After completion from time to time. If any defect is found, the contractor will have to rectify the same at his own cost. If they fail to do so, the corporation will have liberty to carryout work to remove such defect and deduct the expenses so incurred from the contractor's bill.
18	In case the contractor fails to complete the work within the specified period the remaining work shall be got carried out by some other outside agency and completed and the difference of the cost which may have to be paid in excess by the department shall be recovered from the contractor and the agreement will be terminated on this account.
19	The payment will be made to the contractor by the Executive Engineer, EDD-Charthawal, Muzaffarnagar on the basis of verification of bills as well as satisfactory completion of work.
20	The undersigned reserves the right to reject the tender without assigning any reasons thereof.
21	Theft of material from the site will be the responsibility of the contractor and the cost of the material stolen shall be liable to be recovered from the contractor.
22	The rates given in the tender should be written in figures clearly and neatly. Cutting and overwriting will not be allowed.
23	The tender is liable to be rejected if the contractor fails to quote his rate in the schedule attached.
24	The successful tenderer will be present in the office of the undersigned to execute the agreement within the period as specified by the undersigned separately from the date of issue of acceptance to this office.`
25	Dispute, if any, will be settled by the Executive Engineer. In case of non-settlement of dispute, the matter shall be referred to the Superintending Engineer, Electricity Distribution Circle-I, Muzaffarnagar, the decision of which shall be final and binding on both the parties.
26	The contractor will make proper request to the concerning sub Divisional office for taking the shut-down as and when necessary and the department will not be responsible for any type of mis happening/accident takes place during the course of completion of the work by the contract.
27	Payment shall be made as per running's bills produced by the contractor and as per completion of monthly work.
28	A penalty of ½ % per week subject to the maximum of 10% of the total value of the work for the period in which the work remain incomplete shall be levied and deducted from the bill of the contractor in case of delay of work with in the stipulated period.
29	Performance Bank Guarantee @ 10% shall be deposited by the contractor after acceptance of the tender for total amount of the work before execution of the agreement through NEFT/RTGS in Bank Account Number No. 10880224116, IFSC Code SBIN0000685 in the name of SE, EDC-I,Muzaffarnagar in bank State Bank of India, Railway Road, Muzaffarnagar. In any case, the successful bidder shall not be allowed to deduct CPG amount from their running bills and they are required to submit valid & requisite Contract Performance Guarantee.
30	The contractor shall be responsible for the proper handling of the material. Any damage of the material shall be the responsibility of the contractor and the cost there of shall be recovered from the contractor.
31	The amount of octroi required for carriage of material shall be paid by the contractor.
32	Line material and transformer, supports etc. shall be carted by the contractor to the work site from store center, Muzaffarnagar.
33	The contractor will be fully responsible for the work entrusted to him from time to time and he will be liable to meet all requirements of the laws/rules covering employment of the labour and their safety at work.
34	The contractor will take care that while construction of lines, the electricity rules are followed in respect of clearance, safety and sag etc. The sag should be as per ISS and the satisfaction of the representative of the corporation.
35	The contractor will be issued material by the corporation representative for such job which he will acknowledge and balance will be returned to store immediately after completion of each work for which the material has been issued. The contractor will be responsible for safe up-keep of the material issued to him till completion of the work to the satisfaction of corporation and return the balance material to the corporation's representative and the cost of unreturned material will be recovered from the contractor at the double of issue rate.
36	If in future it comes to notice that fake/false/invalid records have been used by the contractor to get the e-tender, then the full responsibility for the same will be on the contractor. and he himself will be responsible for any action.
37	The successful tenderer/contractor will be responsible for any damage to the corporation's property/his own or any damage to the 3rd party or their property caused by him in doing any of the above work.
38	Any material amounting more than 2 laks shall be pre-dispatch inspected by team appointed by DQC Meerut and less than 2 lakhs shall be inspected team appointed by SE, EDC-I, MZN/EE, EDD-Charthawal, MZN.
39	In case of any dispute, the court of jurisdiction shall be Muzaffarnagar and high court of judicature at Allahabad only.
40	It shall be the responsibility of the contractor to obtain all necessary permission like electrical safety clearances from the Directorate of Electrical safety. State Electrical Inspectorate is required. Necessary fee etc. shall be paid by the PVVNL Discom. However if contractor pays such fee it shall be reimbursed on actual basis on documentary evidence. Defects/in-complete works notified by Electrical Inspectorate shall be completed by the agency at no extra cost implication to PVVNL Discom.
41	The guarantee shall be valid till the end of Warranty Period (12 Months) from the date of commissioning) and handing of the work/completion of all the ordered quantity (for supply contract only). The bank guarantee should also have a further claim period of 90 days from the date of completion of the contract.
42	The prices of all other equipment/materials/works shall be 'FIRM' in all respect. The equipment/materials/works shown in price bid are the general requirement for the entire scope of the work and do not merely represent specific activities. Any related materials/works not specifically mentioned in the BOQ but required for systematic and complete installation/erection of the equipment/materials/works mentioned in the price bid, shall be supplied by the contractor at his own cost.

43	Material to be provided by the contractor should be as per approved drawing/GTP by P.V.V.N.L. / U.P.P.C.L.
44	The quality of work / material supplied by the contractor will be checked by the TPIA as per departmental rules.

I/we accept above terms & conditions.

Signature of the

Tenderer/Contractor with SEAL

Proof for submission shall be as per Section-II :
Eligibility Criteria for bidders

Declaration:

We solemnly declare that we have attached all the documents mentioned as above. We hereby confirm that non-compliance to any of the terms and conditions of Bid document or submission of necessary documents will be treated as non-responsive tender and we will lose our claim to participate in the tender and our bid will automatically stand liable for rejection.

All terms and conditions of Bid document are unconditionally and unequivocally acceptable to us and binding on us.

(*Signature and Seal of the Bidder*)

Date :

Name and Designation:

Place:

Address and Contact:

Annexure-B:

Proforma for "No Deviation" from Terms and conditions of bid document

(To be included in Envelope No. 1)

(to be furnished on official letter head of the Bidder)

All terms and conditions of Bid document are unconditionally and unequivocally acceptable to us and binding on us. We shall not seek any deviation from the same in any manner whatsoever.

(Seal and Signature of the Bidder)

Date : Name and Designation:

Place: Address and contact:

Part-I

(Annexure-C)

DECLARATION

(To be executed on a Rs. 10.00 non-judicial stamp paper)

Tender invited by: Superintending Engineer, Electricity Distribution Circle-I, Muzaffarnagar

Tender for : **Under the work area of Executive Engineer, Electricity Urban Distribution Division-Charthawal, Muzaffarnagar Subordinate Subdivision Officer, Electricity Distribution Subdivision-I, IV & Charthawal-Muzaffarnagar, Various 33/11 KV sub-stations under for works Damaged Single pole / double pole of 33 KV lines, 11 KV lines and LT lines, replacement/Long Span pole, replacement of damaged cable jointing kit, straightening of electric poles, elevation of loose lines & etc. Work to be done running contract through an external agency.**

Name of Tenderer:

Specification No. : 23/2026-27/EDC-I/MZN

Date of opening of bid part-I :

IN CONSIDERTATION of the Superintending Engineer, Electricity Distribution Circle-I, PVVNL, Muzaffarnagar having treated the tenderer to be an eligible bidder whose tender may be considered, the tenderer hereby agrees to the condition that the proposal in response to the above invitation shall not be withdrawn by us within 180 days from the date of opening of the tender (or any extension thereof), also to the condition that if thereafter the tenderer does withdraw his proposal with in the said period, the earnest money deposited by them may be forfeited by the Superintending Engineer, EDC-I, PVVNL, Muzaffarnagar, and at the discretion of the purchaser. The purchaser may debar the tenderer from tendering for a minimum period of one year reckoned from the date of opening of the tender.

Signed this…….day of .....

Place:

Signed by

State title whether Proprietor/Partner
(With complete address & Seal)

Note :– (This Declaration is to be enclosed in tender bid part-I)

ANNEXURE-D

Part-1
DECLARATION

(To be executed on a Rs. 10.00 non-judicial stamp paper)
Undertaking/Declaration by the bidder

Tender Invited by:- Superintending Engineer, Electricity Distribution Circle-I, Muzaffarnagar.
Tender for:-
Name of Tenderer:-
Specification no.:- 23/2026-27/EDC-I/MZN

(A) "Regarding Conflict of Interest"

I……Sole Proprietor/ partner/Director of M/s……..…… ……. under take that I am not interested as a proprietor and/or partner and/or Director in any other party/firm, participated in above Tender.

(B) "Regarding black listing/Debarring of the firm"

We hereby undertake and submit the declaration that our firm/company is not debarred /blacklisted by any agency or department of Government of Uttar Pradesh/ any other state government / Government of India including State public sector Undertakings or central public sector undertakings during the period of last Five years. As on bid submission date, there is no black listing proceeding or debar for participating in bidding by any State Government or Government of India or their departments or PSUs. My/Our Firm/ Company is/are not involved in any illegal activity and/or not sheeted for any criminal act of theft and/or diverting fertilizers for industrial use or any other essential commodity during last five years.

In case, at any stage if the above declaration is found false or incorrect, the Superintending Engineer, Electricity Distribution Circle-I, Muzaffarnagar shall be free to take any punitive / legal action against us, as may be deemed fit , which shall be acceptable / binding on us and the consequences shall be to our account.

(C) "Regarding information/details Given"

I, ……sole proprietor/partner/Directors of M/s……..…… ……..is giving undertaking that details given are correct to the best of my knowledge and I agree to abide by all your tender/order terms and conditions.

That I further undertaking that in case any of the facts sworn in as mentioned above and any particulars mentioned in our application is found other-wise or incorrect or false at any stage, Beside, Govt. Deptt./Govt. Nigam/Govt. Boards shell be entitled to take all such actions as may be deemed fit including termination of Contract, if awarded, without any claim for any compensation whatsoever on account of such premature closure of the contract.

I know that to swear a false affidavit is a crime under the law and with such knowledge only I have swear this affidavit.

Signed this ……. day of …….2026
Place:

Signed by Tenderer

State title whether Proprietor/Partner
(With complete address & Seal)