



**ELECTRICITY STORE CIRCLE
MADHYANCHAL VIDYUT VITRAN NIGAM LTD
LUCKNOW**

E-Tender No. ESCL/06/2019-20

**TENDER DESCRIPTION (brief details of
Works/Supply)**

**Cartage of 8.5M PCC Pole from Departmental Pole
Unit, Bareilly to Store Centres within
Bareilly Zone under Electricity Store Circle, MVVNL**

**Issued by
OFFICE OF THE SUPERINTENDING ENGINEER
ELECTRICITY STORE CIRCLE
MADHYANCHAL VIDYUT VITRAN NIGAM LTD
B-21, H ROAD, MAHANAGAR EXTN.
LUCKNOW**

Phone No. : 05222321152
Website : sestoremvvn@gmail.com
Date of Opening of Part-1 : 16.08.2019 (15:00)
Tender Cost(Inclusive GST) : Rs. 5900.00
Last Date & Time of submission : 16.08.2019 (13:00)

MADHYANCHAL VIDYUT VITRAN NIGAM LTD.
ELECTRICITY STORES DIVISON, LESA
LUCKNOW

TENDER SPECIFICATION AGAINST TENDER NO. ESCL/06/2019-20 (Cartage of 8.5M PCC Pole from Departmental Pole Unit, Bareilly to Store Centres within Bareilly Zone under Electricity Store Circle, MVVNL

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(Superintending Engineer)

मध्यांचल विद्युत वितरण निगम लि०

:: संशोधन-पत्र ::

110-99/ESCH

dated: 05-08-19

विद्युत भंडार मण्डल, लखनऊ के कार्यालय पत्रांक 31/विभमंल/निविदा दिनांक 10.07.2019 के द्वारा प्रकाशित अल्पकालीन ई-निविदा सं० विभमंल/06/2019-20 में निम्नानुसार संशोधन किया जाता है :-

क्र०सं०	कार्य का विवरण	निविदा विस्तार तिथि	इकाई	संशोधित मात्रा	परिहर घनराशि (1% of Estimated Cost) ₹०	निविदा शुल्क (15% जीएसटी सहित) ₹०
1.	विद्युत पोल इकाई, बरेली से बरेली क्षेत्र के अंतर्गत आने वाले भंडार केन्दी (बरेली/बदायूं/पीलीभीत/शाहजहाँपुर) के मध्य 8.5 मी० पीसीसी पोली की दुल्वाई का कार्य। अल्पकालीन ई-निविदा सं० विभमंल/06/2019-20.	दिनांक 16.08.2019 को 13:00 बजे तक ई-टेंडर पोर्टल पर अपलोड करना। दिनांक 16.08.2019 को 15:00 बजे खोला जाना।	यथावत	यथावत	यथावत	यथावत

सेष सभी शर्तें/सूचनाएं यथावत होंगी।

अधीक्षक अभियन्ता
विद्युत भंडार मण्डल, मध्यांचल विद्युत निगम लि०
बी-21, एच रोड, महानगर विस्तार
लखनऊ।

"समृद्धि में ऊर्जा बचाएँ, बल की जगह एलईडी लाएँ"

राजीव शर्मा
विद्युत भंडार मण्डल
लखनऊ


मध्यांचल विद्युत वितरण निगम लि०

:: संशोधन-पत्र ::


विद्युत भंडार मण्डल, लखनऊ के कार्यालय पत्रांक 31/विभमंल/निविदा दिनांक 10.07.2019 के द्वारा प्रकाशित अल्पकालीन ई-निविदा सं० विभमंल/06/2019-20 में निम्नानुसार संशोधन किया जाता है :-

क्र०सं०	कार्य का विवरण	निविदा विस्तारण तिथि	इकाई	संशोधित मात्रा	घरोहर धनराशि (1% of Estimated Cost) रु०	निविदा शुल्क (18% जीएसटी सहित) रु०
1.	विद्युत पोल इकाई, बरेली से बरेली क्षेत्र के अन्तर्गत आने वाले भंडार कोन्द्रों (बरेली/बदायूं/पीलीभीत/खडखडपुर) के मजदूरी 8.5 मी० पीसीसी पोल्स की दुलाई का कार्य। अल्पकालीन ई-निविदा सं० विभमंल/06/2019-20,	दिनांक 06.08.2019 को 13:00 बजे तक ई-टेंडर पोर्टल पर अपलोड करना। दिनांक 06.08.2019 को 15:00 बजे खोला जाना।	यथावत	यथावत	यथावत	यथावत

शेष सभी शर्तें/सूचनाएं यथावत होंगी।



अधीक्षक अभियन्ता
विद्युत भंडार मण्डल, मध्यांचल विद्युत निगम लि०
बी-21, एच रोड, महानगर विस्तार,
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राष्ट्रहित में ऊर्जा बचाव, मूल्य की जगह एलईडी लगाएं


विद्युत भंडार मण्डल,
लखनऊ।

मध्यांचल विद्युत वितरण निगम लि०
अल्पकालीन ई-निविदा सं० विभमंल/०६/२०१९-२०

अनुमती फर्मों/ ठेकेदारों/ अधिकृत विक्रेताओं/ निर्माताओं से विभागीय विद्युत पोल इकाई, बरेली से बरेली क्षेत्र के अन्तर्गत आने वाले मंडार केन्द्रों (बरेली/ बघाई/ पीलीभीत/ शाहजहाँपुर) के मध्य 8.5 मी० पीसीसी पोलों की दुलाई कार्य हेतु निविदायें व भागों में आमंत्रित की जाती हैं। ई-निविदा के प्रथम भाग में अधीक्षण अभियन्ता, विद्युत मंडार मंडल, लखनऊ के पंजाब नेशनल बैंक महानगर शाखा, लखनऊ खाता सं० 0758002100007099, IFCS Code- PUNB0075800 में EE (Payment), ESC Lucknow के पक्ष में निविदा प्रपत्र मूल्य जी०एस०टी० सहित ₹ 3540.00 (₹ 3540.00 तीन हजार पाँच सौ चालीस) (नान रिफण्डेबिल) ए व धरोहर धनराशि ₹ 44000.00 (₹ 44000.00 चौबालिस हजार) RTGS/NEFT के माध्यम से स्थानान्तरण कर यू०टी०आर० संख्या तथा पे-इंस्ट्रिप की प्रति एवं धरोहर धनराशि (ई०एम०डी०) बैंक गारंटी के रूप में जमा किये जाने की स्थिति में बैंक गारंटी की स्कैन्ड प्रति जारीकर्ता बैंक के पुष्टीकरण (कन्फर्मेशन) गैल की स्कैन्ड प्रति भी इलेक्ट्रॉनिकली अपलोड किये जाने वाले निविदा प्रपत्रों (रवर प्रमाणित पैन्, जी०एस०टी० पंजीकरण, आयकर रिटर्न, समान प्रकृति के कार्य/आपूर्ति के सफल सम्पादन का अनुभव प्रमाण-पत्र व तत्संबंधी अनुबन्ध/क्यादेश, अर्हकारी शर्तें एवं अन्य संबंधी प्रपत्र) के साथ संलग्न कर तथा ई-निविदा के द्वितीय भाग में मूल्य / दं वेबसाईट www.etender.up.nic.in पर ई-निविदा के प्रथम भाग खुलने की निर्धारित तिथि एवं समय से एक दिन पूर्व तब अपलोड की जानी है। धरोहर धनराशि बैंक गारंटी के रूप में जमा वेबसाईट पर अपलोड कराये जाने की स्थिति में बैंक गारंटी मूल रूप ई-निविदा भाग एक खोले जाने की तिथि से एक सप्ताह के अन्दर अथवा भाग-02 खोले जाने से पूर्व, जो भी पहले है अधोहस्ताक्षरी के कार्यालय में जमा किया जाना होगा। बैंक गारंटी मूल रूप में जमा न करने वाले निविदादाताओं से संबंधित ई-निविदा का भाग-02 नहीं खोला जायेगा। ई-निविदा प्रथम भाग का प्रपत्र निविदा खुलने की निर्धारित तिथि 25.07.2019 के 15:01 बजे के उपरान्त डाउनलोड की जायेगी। निविदाओं के प्रथम भाग में सम्पूर्ण वांछित प्रपत्रों के प्राप्त होने एवं उनके मूल्यांकन के बाद उपयुक्त पायी गयी निविदाओं के ही द्वितीय भाग को डाउनलोड किया जायेगा। निविदा संबंधी सगस्त जानकारी, नियम व अर्हकार शर्तें निविदा प्रपत्र में अंकित हैं, जो वेबसाईट www.etender.up.nic.in से डाउनलोड कर अवलोकित/अपलोड की जा सकती हैं। निविदा का प्रथम व द्वितीय भाग वेबसाईट www.etender.up.nic.in पर ही अपलोड किया जा सकेगा। निविदा रं संबंधित कोई भी प्रपत्र, भौतिक रूप से कार्यालय में स्वीकार नहीं किया जायेगा। निविदा खुलने की तिथि पर अवकाश घोषित हो जात है तो निविदा अगले कार्य दिवस पर निर्धारित समय पर डाउनलोड की जायेगी। निविदाकार द्वारा विभागीय अनुमानित/ प्राक्कलित दर से कम दर खोलने की स्थिति में कारपोरेशन वर्तमान संबंधित आदेश के अनुरूप सिक्कोरिटी ननी अनुबन्ध/क्यादेश/क्यादेश वं समय जमा करनी आवश्यक होगी। अधोहस्ताक्षरी को बिना कोई कारण बताए किसी अथवा सभी निविदाओं के अस्वीकार/विभाजित/निरस्त करने का अधिकार सुरक्षित है। विस्तृत जानकारी, अन्य किसी प्रकार के संशोधन एवं तिथि विस्तार आदि के संबंध में निविदा अपलोड करने के दिनांक / समय तक कृपया वेबसाईट www.etender.up.nic.in पर लॉग ऑन करें।


 अधीक्षण अभियन्ता
 विद्युत मंडार मण्डल, मा०वि०वि०नि०लि०
 बी-21, एच रोड, महानगर विस्तार,
 लखनऊ-226002
 उ०डी०
 विद्युत मंडार मण्डल
 लखनऊ

राष्ट्रिय में ऊर्जा बचाव, बचत की जगह एल०ई०डी० लगाएं

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:

1.1 “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.

1.2 “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.

1.3 Award of Contract” shall mean the issue of the Letter of Award/Letter of Intent.

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

1.5 “Bidder” shall mean the firm/party who quotes the offer against a tender or Expression of Interest.

1.6 “Bid documents” shall mean all the documents issued to the bidder to procure works/services/materials.

1.7 “BG” shall mean Bank Guarantee.

1.8 “Business” shall mean electricity distribution and Revenue collection activities

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

1.10 “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;

1.11 “Contract” means 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.

1.12 “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).

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

1.14 “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.

1.15 “EMD” shall mean Earnest Money Deposit.

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

1.17 “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.

1.18 “Month” shall mean calendar month.

1.19 “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.

1.20 “DISCOM” or “Service Recipient” or “Discom” shall mean (MVVNL)

1.21 “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.

1.22 “Successful bidder” shall mean the bidder who has received the letter of award/Loi from the DISCOM to execute the work as per specification/contract.

1.23 “Work Order” means written order signed by the DISCOM after the successful bidder has acknowledged the LOA/LoI. This along with LOA, Specifications (RfP) document and the bidders response to RfP shall constitute Part of the Contract.

1.24 “Work” shall mean services to be provided by the Agency under the „Work Order” or “Contract”.

1.25 “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

2.1 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 os bid document. The tender fees shall have to be submitted alongwith submission of the bid.

3. Invitation of Bids

3.1 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”.

3.2 The bidding process shall be undertaken through Single-Stage Two-Envelope method through 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

5.1 A Bidder may be an individual, private entity, government-owned entity - subject to clause 5.2 below, 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.

5.2 Bidders shall provide such evidence of their continued eligibility satisfactory to the **ESC -MVVNL**, as the DISCOM shall reasonably request.

6. Responsibility of bidder(s)

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

6.2 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.

6.3 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

7.1 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.

7.2 Notwithstanding anything stated therein, the DISCOM 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

8.1 The bidder is advised to visit and examine the site where the works/services is to be executed and its 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.

8.2 The bidder and any of its authorized personnel shall be granted permission by the DISCOM 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 damage to property.

9. Process to be Confidential

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

10. Clarifications on bid documents

10.1 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/fax/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).

10.2 **Pre-bid Conference:-** The Discom may invite a pre-bid conference in which all prospective bidders are requested to participate. The date, time and place of pre-bid conference is mentioned in the NIT/e-portal. The bidders are requested to send their authorized representatives to attend the prebid meetings alongwith the queries regarding the bid documents, if any. The reply of queries will be uploaded on e-portal, only. However, attending the pre-bid conference is not a mandatory requirement for submitting the bid documents.

10.3 The DISCOM will respond only to those queries or request(s) for clarification that it receives during pre-bid conference or prior to the scheduled/extended date of submission of bid documents as prescribed by the DISCOM. Replies to the clarifications sought and corresponding amendment(s) to the bid, if any, will be intimated to all bidders through e-portal only. All such clarifications shall form part of the bid documents and shall be incorporated in the bidder's Proposal.

10.4 The DISCOM reserves the right to defer/decline responding or addressing to such queries/clarification sought that it feels are inappropriate without assigning any reasons whatsoever.

10.5 The copies of all the replies/clarifications issued by the DISCOM shall also be a part of the tender specification.

11. Preparation of Bids

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

11.2 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.

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

11.4 All pages of the 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.

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

12. Deviations from terms and conditions of the bid

12.1 The bidder must furnish Annex. G, H & I. Proforma for "No Deviations" from Terms and Conditions of Bid Document given as Annexure duly filled and signed by the authorized signatory of bidder.

13. Bid Forms

13.1 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.

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

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

14. Conditional Bid

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

14.2 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

15.1 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. In the event of the specified date for submission of bids being declared a holiday for the DISCOM, the bids will be received up to the appointed time on the next working day. Such postponement of date will not have any impact on the other dates specified in the bidding documents (i.e. bid validity and validity of bid security).

15.2 The DISCOM 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 and bidders previously subject to the original deadline shall thereafter subject to the deadline as extended.

16. Late Bid

16.1 Bid(s) received by the DISCOM 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

17.1 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

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

18.2 The DISCOM 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:-

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

19.2 The DISCOM 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

20.1 The bid prepared by the bidder and all documents relating to the bid, exchanged between the bidder and the DISCOM 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

21.1 At any time prior to the deadline for submission of the bid or extended date, if deemed necessary, the DISCOM 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.

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

21.3 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-I.

22. Earnest Money Deposit

22.1 The EMD amounting **Rs. 44000.00 (1% of cost estimate)** shall be submitted online through DD/NEFT/RTGS/BG. RTGS/NEFT receipts to be uploaded on the E-tendering portal. The bidders are required to deposit EMD online through NEFT/RTGS in Bank Account Number 0758002100007099, IFCS Code- PUNB0075800, MICR code 226024014 in the name of EE (Payment), ESC, Lucknow in Punjab National Bank, Mahanagar, Lucknow through DD/Bankers Cheque in favour of EE (Payment), ESC and payable at Lucknow or in form of bank Guarantee in favour of EE (Payment), ESC, Lucknow. Proof of on line deposit viz. Unique Transaction Reference (UTR) number or copy of original pay in slip of the bank, scanned copy of original bank Guarantee along with copy of confirmation mail from issuing bank shall be uploaded e-Procurement portal of GoUP.

22.2 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. In case EMD is to be deposited through a BG/DD from a scheduled nationalized bank and in prescribed format, the same shall be uploaded while filling the e-tender. The bidder shall to submit the

BG/DD (in original) in Discom office within 5 days of opening of bid part-1, failing which their bid shall not be considered for opening of their bid part-2 (Price Part).

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

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

22.5 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 MVVNL.

22.6 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.

22.7 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 MVVNL.

22.8 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.

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

22.10 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

23.1 Part-I (A)-Envelope- (to be submitted online as well as payment receipt physically super scribing "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 details. However, scanned copy of document in support of proof of online submission of EMD must be uploaded and submitted physically also in Envelope-I (A), within 5 days of opening of bid part-1.

23.2 Part-I(B)-Envelope- (to be submitted online only): It shall contain all the documents as notified in Section- "Eligibility criteria of 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.

23.3 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 Enevelope-1.

24. Submission of bid

24.1 Both the Part-1 and Part-2 shall be submitted online only and physically in separate sealed envelopes 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.

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.

- 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 likely to be rejected.
- Transfer of the documents purchased online by one bidder to any other bidder is not permissible.
- 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).
- It is necessary to purchase the Bid documents online from e-portal of GoUP.

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

24.3 Nobody is authorized to receive or issue receipt of bid delivered by hand.

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

24.5 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".

24.6 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 forms shall form part of Contract documents in case of successful bid.

24.7 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.

24.8 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 implied, however, made in the said condition shall not be entertained whatsoever.

24.9 The bid documents include certain statements, description, projections etc. with respect to the DISCOM and their businesses. 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 judgments 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

25.1 The DISCOM shall open online bids at the date and time for opening of bids as specified in Section-I "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.

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

25.3 The bidders' 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.

25.4 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 & e-portal and accordingly Key date shall be amended. No separate intimation shall be given to the bidders.

□ 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).

□ Opening of Envelope-II - Price bid: Price Part of only those Bidders shall be opened on-line 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 to such Bidders and the price bid uploaded by them shall not be opened

25.5 In the event, the DISCOM, 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.

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

26. Change in date and time of opening of bids

26.1 It may be noted that the due date/time of opening of bid can be altered/extended if desired by the MVVNL, 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

27.1 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

28.1 The DISCOM reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected bidder(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 regards.

29. Currency of Price Bid

29.1 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)

30.1 The DISCOM 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

31.1 The bidder's proposal must remain valid for acceptance for a period of 180 days from the date of opening of bid (Envelope-1) 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.

31.2 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 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

32.1 The DISCOM shall award the Contract to the bidder whose bid has been adjudged successful after techno-commercial and financial evaluation.

32.2 The DISCOM shall issue a detailed Letter of Award (LoA) to the successful bidder

32.3 Post issue of Letter of Award to the successful bidder, Contract Agreement shall be signed between the two parties at respective Circle Offices.

32.4 After signing of the Contract Agreement, work order shall be issued by respective Circles.

33. Bid evaluation

Preliminary examination

33.1 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.

33.2 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

33.3 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 purposes 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.

33.4 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 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 in writing, and no change in the price or substance of the bid shall be sought, offered or permitted.

33.5 Bids containing deviations from critical provisions will be considered as non-responsive.

33.6 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.

33.7 The DISCOM will ascertain to its satisfaction whether Bidders determined 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.

33.8 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 the DISCOM.

33.9 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.

33.10 An affirmative determination will be a 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.

33.11 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.

33.12 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.

33.13 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 **18 months** from the date of placement of LOI/LOA. Further, the Discom may terminate the contract by giving 30 days' notice without assigning any reason.

35. 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. Proforma annexed as **Annexure**

The guarantee shall be valid till the end of Warranty **Period (24 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.

36. 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 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.

(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 Contract.**

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 till 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

General Conditions of the Specification

1. Discom's representative

1.1 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.

1.2 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.

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

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

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

2. Contractor's Representative

2.1 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 authorised representative may give to the said representative of the Contractor shall be deemed to have been given to the Contractor.

2.2 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 him-self/her-self 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

3.1 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 wound 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

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

4.2 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.

4.3 It shall be accepted as an inseparable part of the Contract that in matters regarding competency, efficiency, conduct and behaviour, 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

5.1 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.

5.2 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

6.1 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

7.1 The Contractor shall furnish the complete address of its permanent office and local office along with telephonic numbers, 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

8.1 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 deployment of such personnel, the same shall have to be replaced by the Contractor without any extra cost to the Discom.

9. Subletting

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

10. Force Majeure

10.1 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.

10.2 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 commutation, 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.

10.3 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

11.1 The Contractor shall indemnify and keep indemnified the Discom against all losses and claims for injuries or 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.

11.2 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 there of or in relation there to.

11.3 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 officer of Discom shall be final in regard to all matters arising under this clause.

11.4 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.

11.5 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.

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

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

12. Arbitration

12.1 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 to 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 contract 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 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.

12.2 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.

12.3 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

13.1 Any dispute or difference, arising under, out of, or in connection with Tender/ Contract order shall be subject to exclusive jurisdiction at Lucknow only.

14. Blacklisting

14.1 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

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

15.2 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.

15.3 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.

15.4 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 wherever applicable as per law.

15.5 For the 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 be performed under the contracts in their quoted bid price. The Discom shall not bear any separate liability over and above the contract price for payment of taxes.

15.6 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.

15.7 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

16.1 Events 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 others liabilities if any.
- v. If it comes to the Discom's notice that the Contractor is indulged in forging 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 fulfil any of the directions or orders of the 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 than 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.

16.2 Termination for 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.

16.3 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.

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

- 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.
- 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 realised 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.
- If the contract has been terminated on convenience as per Clause 20.3, the Discom shall have rights to recover any amount payable by Contractor to the Discom from the Contract Performance Guarantee.
- 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.
- 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.
- Upon termination of the contract, the Contractor shall immediately:-
 - a) Remove its manpower deployed on performance of services pertaining to the Contract;
 - b) 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;
 - c) remove all Contractor's equipment from the site, repatriate the Contractor's and its subcontractors' 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
 - d) deliver to the Discom the parts of the facilities executed by the Contractor up to the date of termination
 - e) 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
 - f) 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.

g) 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)

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

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

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.

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.

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.

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.

SPECIAL CONDITIONS AGAINST TENDER SPECIFICATION
NO. ESCL/06/2019-20 FOR CARRIAGE Cartage of 8.5M PCC
Pole from Departmental Pole Unit, Bareilly to Store Centres
within Bareilly Zone under Electricity Store Circle, MVVNL
INCLUDING LOADING, UNLOADING, PROPER STACKING.

These special condition shall be read and construed along with the general conditions stipulated in form **A** and contained in the “**Instruction to Bidder**” And **General Conditions of the Specification**”. The provisions contained in these special conditions shall **overall conditions and** prevail in case of any conflict.

1. **Scope of work** : Safe Carriage of transformer fitted with radiators in oil filled condition from Different Substation/place to other Substation/place within jurisdiction M.V.V.N.L. **on trailer** including loading, unloading and proper stacking at destination.
2. **Tender Fee**: Rs 3540.00 with GST. (in the form of RTGS/DD/Bankers Cheque only)
3. **Earnest Money Deposit**: The EMD amounting Rs 44000.00 shall be submitted online through DD/NEFT/BG/RTGS receipts to be uploaded on the E-tendering portal.

The bidders are required to deposit EMD online Through NEFT/RTGS in bank Account Number 0758002100007099] IFCS Code- PUNB0075800, MICR code 226024014 in the name of EE (Payment), ESC, Lucknow in Punjab National Bank, Mahanagar, Lucknow through DD/Bankers Cheque in favour of EE (Payment), ESC and payable at Lucknow or in form of bank Guarantee in favour of EE (Payment), ESC, Lucknow. Proof of on line deposit viz. Unique Transaction Reference (UTR) number or copy of original pay in slip of the bank, scanned copy of original bank Guarantee 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. In case EMD is to be deposit through a BG/DD from a scheduled nationalized bank and in prescribe format , the same Shall be uploaded while filling the e-tender. The bidder shall to submit the BG/DD (in original) in **Discom office within 5 days of opening of bid part-1**, failing which their bid shall not be considered for opening of their bid part-2 (Price Part).

4. **Pre qualifying Requirement :**

(A) Technical requirement -

a) The bidder should have successfully completed the cartage work of the following nature in the last three financial year as prime contractor from the date of opening of bid part-I:

1. Should have carried out similar or higher rating work in a single cartage work order, having minimum order value of 80% of the estimated cost of the present tender specification, or
2. Should have carried out similar or higher rating work in maximum two cartage work order, having minimum order value of 50% of the estimated cost of the present tender specification

or

3. Should have carried out similar or higher rating work in maximum three cartage work order, having minimum order value of 40% of the estimated cost of the present tender specification.

(B) Financial Requirement:

- (i) The minimum average annual turnover (MAAT) of the best three years out of the last five financial years MAAT should not be less than Rs 66,00,000.00 (150% of the estimated cost)
- (ii) **Net worth** of the bidder should be positive. Net worth means the sum total of the paid up capital and free reserves (excluding reserves created out of revaluation) reduced by aggregate value of accumulated losses (including debit balance of the profit and loss account for current year) and intangible assets.
- (iii) **Solvency**:- the bidder should have a minimum solvency of Rs 11.0 Lakh or credit facility for the same from nationalized/scheduled bank.

5. Rates : The tenderer/contractor should quote rates only in attached proforma for rates schedule in figures and words both. All cuttings and overwriting shall be duly initiated. The rates should be firm in all respect, Contractor should quote separate for loading, carriage, unloading and proper stacking at the sites.

It is necessary that crane/hydra shall be used for safe loading & unloading of transformers in horizontal condition. The contractor/ tenderer should include crane/hydra charges in the rates. No facility of crane/hydra will be provided by the department.

6. Security : The successful tenderer/contractor will be required to deposit security for faithful performance of works equal to 10% of the total value of the work in the shape of **B.G./NEFT/RTGS/DD/BANKER CHEQUE**. The security shall be refunded after completion of successful execution of this agreement. **10% deduction from running bill procedure will not be entertained in this tender.**

7. No Additional Charges : The contractor shall have to arrange required T&P, Road permit, Fuel lubricant, registration with transport authority for ordinary or extra ordinary consignment and the rates should include all such expenditures. However, necessary help may be given by the department in arrangement, if considered necessary at the cost of the contractor if requested by him due to any abnormal condition levied or be applicable during the period of agreement due to any act or circumstances. But contractor will not have only right for such assistance from department.

As destinations are connected by pacca road, in general but if in some cases the work is to be carried out on Kachcha road, the contractor will not be entitled for claiming any extra charges for the same. Rate should include transport on Paccaka Road and Kachcha Road both. Special permit from transport or other authorities, if required for Kachcha road shall also have to be arranged by the tenderer/contractor without claiming any extra cost.

Excluding for major conditions the tenderer/contractor shall be paid for the work done through shortest route only. However, in case of force major contains involving use of longer route the written consent of the Executive Engineer will be obtained by the contractor before work is done by them.

8. Completion of work : The work shall be carried out within stipulated time as provided in the order (workslip) to be issued by the Executive Engineer, Electy. Stores Division, Lesa, Lucknow or his authorized representative. The time in which the contractor can be asked to start execution of the works for transporting the stock material can be limited to a minimum of five days and maximum of ten days from the date of placing the order. The date of receipt of the order will either be the actual date on which the order has been received by the contractor or five days from the dispatch date whichever is earlier.

9. Work Performance : The contractor should check the material before execution of the works, otherwise it will be presumed that he has taken the material/equipment in good and sound conditions. The work is to be carried out without damage and less shortage of the material during loading at site/place transit journeys by carrier, shifting

and unloading at stores/place. Cost as fixed by the department in respect of damage/shortage, if any made from their pending bills/security.

The damage material will be the property of the Nigam/MVVNL and the contractor will not be paid for the journeys performed if any on this account.

- 10. Payment** : First installment 90% at the time of delivery of material at various store centres. Second installment 10% on the certification of concerned AE, Store "that cartage of material was within time and safe, no damage complain informed".
- 11. Penalty** : Penalty @ 0.50% per week for delay in execution of the work shall be payable by the contractor on the total value of work not done. The maximum penalty livable will not, however exceed 10% of the value of the order not executed as specified in the work memo.
- 12. Left over work** : The work shall be done under supervision of concerned Assistant Engineer/Assistant Store Keeper. The contractor will be responsible for timely completion of work within the stipulated time as provided in order to be placed by the Executive Engineer or the Assistant Engineer concerned of the division. If the contractor fails to execute the work within the stipulated time, the order placing authority reserves the right to get the work executed by other agency. The excess expenditure incurred in this connection plus 15% supervision charges including penalty levied if any will be payable by the contractor.
- 13. Work through other Agency** : Not with standing the agreement executed with the contractor, the Engineer of the contract always reserves the right to get the work done departmentally or through any other agency. The Carriage contractor shall have not objection and claim over such works.
- 14. Contractors' Representative** : The contractor will depute their authorized representative at all concerned stores/places for getting the orders from Engineer of the contract/his authorized representative. The names of authorized representative and their local addresses shall be intimated by the contractor to the Engineer of the contract within one week from the date of execution of agreement. The contractor will intimate to the Engineer of contract changes if any in the local address of contractors representative immediately on occurrence of such change. The responsibility for non/receipt of intimation due to change in address will lie on the contractor.
- 15. Subletting of the contract** : The contractor shall not assign or sublet the contract/work to any other party/person without proper written approval of the Engineer of contract.
- 16. Toll Tax Charges** : MVVNL is not exempted from the payment of toll tax charges. The rates should include all such charges for the transit place. Toll tax charges at terminal destinations only are payable by the department. The contractor will have to pay such charges at the initial stage and would claim re-imbusement for terminal destination claim charges only within a week. The reimbursement claims should be supported with documents like toll tax original receipts issued by the local body concerned under their own seal in prescribed form reference of material and challans etc. Income Tax at prevailing rates shall be deducted from contractors bill before making payments as per Income Tax Rules enforce at the time of the work done. The toll tax on contractors vehicle, if any, shall not be reimbursed by the department.
- 17. Truck Loads** : Full truck load can not be guaranteed. The contractor will have to cart the part load also if ordered by the Engineer or his authorized representative.
- 18. Working hours** : The contractor will be required to carryout the works assigned to them in the stores premises only during normal working hours i.e. between 8:00 Hrs. to 17:00 Hrs. and will not normally be allowed to work inside the stores beyond these hours except under extra ordinary conditions for which written permission of AE/ASK

in charge of the stores will be necessary. No claim shall be entertained by the purchaser for destination of vehicles in the stores after working hours on this accounts.

- 19. No Charges for carrying departmental employee :** The contractor shall have to carry free of charge/obligation any departmental which in the interest of work is ordered or is considered necessary by the Engineer or his authorized representative to accompany any consignment during transport in the vehicle concerned.
- 20. Provisions of Labour Laws :** In every case in which by virtue of provisions of labour laws in force in the state of Uttar Pradesh on rules and regulations made their under, the Engineer is stipulated to pay any sum in execution of the work, the Engineer of the contract will recover from the contractor the amount so paid and without prejudice to the other rights of the Corporation, the Engineer shall be at liberty to recover such amount or any part thereof by deducting it either from the security money deposited by the contractor otherwise.
- 21. Insolvency offers bribes or gifts etc. :** The contractor shall not assign or submit the contract without the written approval of the Engineer of the Contract and if the contractor does it, or stamps to do so or become insolvent or commence any insolvency proceedings or started to make any composition with the creditors or if he or any of his servant or agents either directly or indirectly gives offers or bribes[gratuity, gifts, load, perquisite regards or advantages pecuniary or otherwise to any officer or person the employee the Corporation in any way relating to the office or employment of the purchaser, the engineer may thereupon by notice in writing rescind the contract and the security deposit of the contractor shall stand forfeited and be absolutely at the disposal of the Corporation. The same consequences shall ensure as if the contractor has been rescinded under clause 24 of form 'A' and in addition the contractor shall not be entitled to recover or be paid for any work thereof actually performed under this contract.
- 22. Rates for work not covered under this Agreement :** All special works for which rates have not been specified in the agreement and which do not come under the preview of this contract may be decided mutually between the contractor and the Engineer of the contract. If subsequently all desired so, the Engineer of the contract is free to get work done by any other agency.
- 23. Deduction of Income Tax:** Deduction shall be made from the bills of contractor as per rules enforce at the time of the work done is liable for deduction.
- 24. GST :** As applicable/as per rules enforce at the time of the work done.
- 25. Compensation against accidents :** The contractor shall be fully responsible for the payment of total value of compensation on account of any accident when occurs during execution of work including third party risk/claim. The Engineer of contract shall be full right for recovery against such claims/compensation from the contractor.
- 26. Change of truck in route :** Due to defect in truck, change in transport agency or change due to any other reasons whatsoever, intimation will have to be telephonically/written given by the contractor from the place of such occurrence to the Engineer of the contract. The confirmation of such information will have to be sent by the contractor under registered cover. Vehicle no. would also be mentioned by the contractor in the same.

27. Arbitration/settlement of dispute : In case of any dispute between the contractor and the Engineer of the contract, the decision of Superintending Engineer, Electy. Stores Circle, MVVNL, Lucknow will be final and binding on both.

All disputes arising out of the touching or relating jurisdiction of local courts of district Lucknow and High Court of judicature of Allahabad only.

28. Termination of Agreement : The agreement can be terminated by Engineer of the contract at any time by giving one months' notice in the event of unsatisfactory performance of the contractor. This is however, without prejudice to the other terms and conditions of the agreement.

29. Variation in Quantity : The quantity covered under agreement can vary to extent in any slab as per actual requirement (Total value of tender can vary to the extent of \pm 50% on either side).

30. Validity : The tender should be valid for one year from the date of opening. During validity period the rates will remain firm.

31. Booking by Railway : The contractor will not book any material by the railways for any distance. The work rotates to road transport only.

32. Period of Agreement :The validity of agreement executed with the successful tenderer will be for a period of one year or as decided by the Engineer of contract from the date of agreement subject to a maximum financial limit which ever occur earlier.

33. Other conditions as per form **A** shall be applicable.

SIGNATURE OF TENDERER

e-tender no ESCL/06/2019-20 FOR THE CARTAGE WORK OF 8.5M PCC POLE FROM DEPARTMENTAL POLE UNIT, BAREILY TO STORE CENTRES WITHIN BAREILY ZONE UNDER ELECTRICITY SOTRE CIRCLE, LUCKNOW, MVVNL.

From:-

M/s.....

.....

To,

The Superintending Engineer,
Electricity Store Circle,
Madhyanchal Vidyut Vitran Nigam Ltd,
B-21, Mahanagar Extension,
Lucknow.

Dear Sir,

With reference to your tender for the above supply, I/We offer to submit our proposal having rates for site, installation 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-1 of the above referred tender to the satisfaction of the seller or in default thereof to forfeit to and pay to MVVNL, 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-1.

A sum of Rs. vide no. dated of bank, in the form of DD/Bankers Cheque or RTGS/NEFT having UTR no. vide (Name of Bank) as tender cost has been deposited in the Discom account. The proof of the 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 EE (Payment), Electricity Store Circle, Lucknow is enclosed, the full value of which shall be retained by the MVVNL on account of earnest money security deposit specified in the said clause of the "Instructions to the Tenderers". 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:- EMD Rs. 44000.00 & Tender Cost Rs. 3540.00 head (EMD/Tender Cost)

UTR no.-

Yours faithfully,

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

Part-1

DECLARATION

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

Tender Invited by:- Superintending Engineer, Electricity Store Circle, Lucknow, MVVNL

Tender for:- **For** the Cartage works of 8.5M PCC Pole from Departmental Pole Unit, Bareilly to Store Centres within Bareilly Zone under Electricity Store Circle, Lucknow, MVVNL.

Name of Tenderer:-

E-Tender no. (Short Term) :- ESCL/06/2019-20

Date of opening of bid part-1:- 16.08.2019 (15:00)

IN CONSIDERATION of the Electricity Store Circle, MVVNL, 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 within the said period, the earnest money deposited by them may be forfeited by the Superintending Engineer Electricity Store Circle, MVVNL, Lucknow, 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 of20

Place:

Signed by

State title whether Proprietor/Partner

(With complete address & Seal)

SCHEDULE OF GENERAL PARTICULARS

1. Name of the Tenderer
 - (a) Head Office address:
 - (b) Registered Office address:
 - (c) Postal address of tenderer:
 - (d) Fax No.:
 - (d) E-mail id:-
2. Name and address of manufacturer of the major equipments
3. Works:
 - (a) Location with full postal address
 - (b) Total space occupied in sq. meters.
(approximate within 5%)
 - (c) Constructed area in sq. meters
(approximate with in 5%)
4. Name and address of local representative and his telephone number
5. Name and address of the officer of the tenderer / manufacturer to whom all reference shall be made for expeditious co-ordination.
6. Name of foreign collaborator, if any.
7. Whether the designs are their own or obtained from other sources. If from other sources the same may be indicated.
8. The name, designation, qualification and experience of the engineer employed by the tenderer in design, development and manufacturing of the quoted equipment.
9. Authorised capital of the company.
10. Total annual turnover of the firm during last three financial years.
11. Actual production per year of the equipment quoted during last five financial years giving quantity and bill value rounded off to two decimal place of Rs. Lacs excluding Central Excise.
12. Manufacturing capacity per month of the quoted equipment otherwise.
13. State the name and designation of your relative(s) if any, working in Uttar Pradesh Power Corporation Ltd.
14. Ten percent (10%) Performance Security in terms of requirement of specification is to be deposited within 30 days of placement of order. Whether or not willing to deposit. If no, state reasons.
15. Whether certificates for satisfactory performance of offered equipment enclosed/not enclosed. If yes, give the quantity to which it refers.
16. Whether quoted ex-works price are firm YES / NO

- | | | |
|-----|---|----------|
| 17. | Whether ex-works prices quoted or not. | YES / NO |
| 18. | Whether packing, forwarding freight & insurance cover (for transit plus 30 days storage thereafter) has been quoted beside ex-works prices (All these charges are to be clubbed) | YES / NO |
| 19. | Whether the erection, testing and commissioning prices are quoted or not | YES / NO |
| 20. | Terms of payment as mentioned in relevant clause are acceptable or not | YES / NO |
| 21. | Give Sales Tax / Trade Tax registration Number, (Enclose last clearance certificate)
Central
State | |
| 22. | Income Tax Clearance Certificate of current and the preceding year enclosed or not. | YES / NO |
| 23. | Have you ever been declared bankrupt? If yes, please give details. | YES / NO |
| 24. | Whether the Tenderer is agreeable to execute the contract in case the deviations stipulated by him are not acceptable to the purchaser. | YES / NO |
| 25. | Give two references (Name, Designation and complete postal address) that can rectify Tenderer's financial status and capacity to undertake such works. One of the references should be from any scheduled Nationalized bank in India. | YES / NO |
| 26. | Have you offered any discount and if so, then what is the rebate/discount in Rs. | |

NOTE: Bidder shall have to demonstrate his offered system within week of intimation by purchaser.

Seal of the Company

Full Signature :

Name :

Designation :

Date :

SCHEDULE 'G'
(Part II)

DEVIATIONS FROM "TECHNICAL SPECIFICATION

All deviations from the "Technical Specification" shall be filled in clause by clause, in this schedule. Compliance with the specifications will be taken as granted if the deviations are not specifically mentioned in this schedule. In case there are not deviation (s), the 'NIL' Information should be furnished. In case tenderer is required to accept the standard clause, he should indicate the amount in tender bid part – II, schedule P2 which the tender price will thereby increase / decrease.

Sl. No.	Page No.	Clause No. and stipulation in (Name of Discom) Specification	Deviation
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The Tenders hereby certifies that the above mentioned are the only deviations from the "Technical Specification".

Seal of the company

Signature :
Name :
Designation :
Date :

SCHEDULE 'H'
(Part II)

DEVIATIONS FROM "INSTRUCTION TO TENDERERS"

All deviations from the "Instructions to Tenderers" shall be filled in clause by clause in this schedule. Compliance with the specifications will be taken as granted if the deviations are not specifically mentioned in this schedule. In case there are no deviation (s), the 'NIL' Information should be furnished. In case tenderer is required to accept the standard clause, he should indicate the amount in tender bid part – II, schedule P2 which the tender price will thereby increase / decrease.

Sl. No.	Page No.	Clause No. and stipulation in (Name of Discom) Specification	Deviation
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The Tenders here by certifies that the above mentioned are the only deviations from the "Instruction to Tenderers ".

Seal of the company

Signature :
Name :
Designation :
Date :

SCHEDULE 'I'
(Part I)

DEVIATIONS FROM "GENERAL REQUIREMENT OF SPECIFICATION"

All deviations from the "General Requirement of Specification" shall be filled in clause by clause in this schedule. Compliance with the specifications will be taken as granted if the deviations are not specifically mentioned in this schedule. In case there are no deviation (s), the 'NIL' Information should be furnished. In case tenderer is required to accept the standard clause, he should indicate the amount in tender bid part – II, schedule P-2 which the tender price will thereby increase / decrease.

Sl. No.	Page No.	Clause No. and stipulation in (Name of Discom) Specification	Deviation
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The Tenders here by certifies that the above mentioned are the only deviations from the "General Requirements of Specification".

Seal of the company

Signature :
Name :
Designation :
Date :

E-TENDER NO. ESCL/06/2019-20

BILL OF QUANTITY (PART-II)

RATE SCHEDULE PREFORMED AGAINST E-TENDER SPECN. NO. ESCL/06/2019-20 FOR CARTAGE OF 8.5M PCC POLE FROM DEPARTMENTAL POLE UNIT, BAREILY TO STORECENTRES WITHIN BAREILY ZONE UNDER JURISDICTION OF ELECTRICITY STORE CIRCLE, LUCKNOW, MVVNL,						
Sl. No.	Particular of works	Distance in KM	Qty. in (No.)	Fized Rate (Per Pole)	GST	Total (Rs.)
	Safe Cartage of 8.5 M PCC Poles from Departmental Pole Unit, Bareily to Store Centres within Bareily Zone including loading, unloading and proper stacking.					
1.	Badaun/Pilibhit	60	6000			
2.	Shahjanahpur	100	4000			
	Total		10000			
Note :	Qty. of poles can diverted in any extent of distance slab.					

SUPERINTENDING ENGINEER