**Electricity Distribution Circle District-Ghaziabad (U.P)**

**I**

KEY DATES & BASIC TENDERINFORMATION



**E-Tender No.** 10/2023-24/EDC/GZB

Tender description (brief details of works/supply): fo|qr forj.k [k.M eqjknuxj ds vUrxZr fo|qr forj.k mi[k.M&izFke eqjknuxj ds dk;Z{ks= esa 33@11 ds0oh0 midsUnzksa ls fudyus okys 11 ds0oh0 iks’kdksa ij orZeku esa yxh {kfrxzLr 11 ds0oh0 ,0ch0lh0 dsfcyksa dks m/ksM dj yxkuk ,oa fjis;j djus bR;kfn dk dk;ZA

*Issued By: OfficeofThe*

***Superintending Engineer***

***Electricity Distribution Circle-Ghaziabad (U.P)***

***PhoneNo:-*** *9193320444*

***Website:-*** *edcgzb@gmail.com*

***Date of Opening of part-1:-****31.05.2023, 14:00 PM*

***Tender Cost (inclusive GST):- 1180/-***

***Last date & Time of Submission:-30.05.2023, 12:00 PM***

**NIT**

## E-Tender Notice

### RFP No. 388 Dated: 15-05-2023

E-tenders are invited in two parts(Part-I Techno Commercial Bid and PartII Price Bid)for the the work of (Project Description in brief) in…… Discoms. Bid document (Tender Specification) is available online on https://etender.up.nic.in as per particulars indicated below. Any changes in the Bid Schedule, corrigendum etc. shall also be notified via same website. Prospective bidders are therefore requested to regularly check the website for any updates.

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| **SN**  **o.** | **Particulars** | **Details** |
| **1** | e-Tendering Notice no. | E-Tender No-10/2023-24/EDC/GZB |
| **2** | e-Bid Portal (website) | **https://etender.up.nic.in** |
| **3** | Name of Work | fo|qr forj.k [k.M eqjknuxj ds vUrxZr fo|qr forj.k mi[k.M&izFke eqjknuxj ds dk;Z{ks= esa 33@11 ds0oh0 midsUnzksa ls fudyus okys 11 ds0oh0 iks’kdksa ij orZeku esa yxh {kfrxzLr 11 ds0oh0 ,0ch0lh0 dsfcyksa dks m/ksM dj yxkuk ,oa fjis;j djus bR;kfn dk dk;ZA |
| Supply of material with quantity | As Per BOQ Upload |
| **4** | e-Tender Cost | **Rs. 1000 + GST( @ 18%)- Total Rs. 1180/-**  **(Non- Refundable)** |
| **7** | Earnest money deposit | **Rs. 2,000/- (Rs. Two Thousand Only)** |
| **8** | Document downloading/sale date starts | 20-05-2023, 18:00 Hrs. |
| **9** | Document download/ sale date ends | 30-05-2023, 12:00 Hrs. |
| **10** | e-Bid submission start date | 20-05-2023, 18:00 Hrs. |
| **11** | e-Bid submission end date | 30-05-2023, 12:00 Hrs. |
| **12** | Opening date of e-bid part-I | 31-05-2023, 14:00 Hrs. |
| **13** | Opening date of e-bid part-II (Price Part) | Will be notified later. |

**Note:**Bid shall be accepted thorough the e-tender portal.Tender issuing authority is not responsible for the delay/downloading of tender document by the recipient due to any problem in accessing the e-tender website.The tender issuing authority is also not responsible for delay in uploading bids due to any problem in the e-tender website. Cost of Bid Document **(in the form of NEFT/RTGS)** & EarnestMoneyDeposit(EMD(intheformofNEFT/RTGS/DD/BankersCheque))shallbeinfavourof

**SE, EDC, GZB (A/c No- 0180002100028563, IFSC Code- PUNB 0018000 Branch :-Gantaghar, G.T.**

**Road, GZB)** payable at Ghaziabad. Tender Fees and EMD Must be Deposit before 12.00 PM of 30.05.2023 in our Bank above Said Account. Further details are available at **website:** [**https://etender.up.nic.in**](https://etender.up.nic.in) Discom reserves the right to reject any or all proposals or cancel the bid without assigning any reason thereof.

### 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. “Addendum” shall mean any other document issued to the bidders in addition to the bid document by the DISCOM in the context of this biddingprocess.
  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 theContract.
  3. Award of Contract” shall mean the issue of the Letter of Award/Letter ofIntent.
  4. Bid/Tender” shall mean the proposal/document that the bidder submits in the requested and specified form as mentioned in biddocuments.
  5. “Bidder” shall mean the firm/party who quotes the offer against a tender or Expression of Interest.
  6. “Bid documents” shall mean all the documents issued to the bidder to procure works/services/materials.
  7. “BG” shall mean BankGuarantee.
  8. “Business” shall mean electricity distribution and Revenue collectionactivities
  9. “Companies Act” shall mean The Companies Act, 1956 (as amended or replaced fromtime totime).
  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 electricitytothepublicunderthisActoranyotherlawforthetimebeinginforceandincludes any person whose premises are for the time being connected for the purpose of receiving electricitywiththeworksofalicensee,theGovernmentorsuchotherperson,asthecasemay be;
  11. “Contract” means the Contract Agreement entered into between the DISCOM and the Agency/servicer/Contractor,togetherwiththeContractDocumentsreferredtotherein;allsuch documents shall constitute the Contract and the term Contract shall in all such documents be construedaccordingly.
  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 (ifany).
  13. “Circle office” shall mean offices which manage and control working of Divisions.Circle Office operates under Regional Office and has a number ofdivisions.
  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.
  15. “EMD” shall mean Earnest MoneyDeposit.
  16. “Engineer In charge” shall be the officer under whose office the work stipulated in contract isexecuted.
  17. “Instruction” shall mean any drawings and/or instruction in writing, details, directionsand explanations issued by the DISCOM from time to time during the ContractPeriod.
  18. “Month” shall mean calendarmonth.
  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 beendelivered.
  20. “DISCOM” or “Service Recipient” or “Discom” shall mean (Name of the DiscomPVVNL)
  21. “Services” shall mean all the services which the successful bidder is required toprovide under the scope of work to the DISCOM under theContract.
  22. “Successful bidder” shall mean the bidder who has received the letter of award/Loi from the DISCOM to execute the work as perspecification/contract.
  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 theContract.
  24. “Work”shallmeanservicestobeprovidedbytheAgencyunderthe„WorkOrder‟or “Contract‟.
  25. “Zone” means Distribution Zone operates Operation & Maintenance (O&M) activities fora defined area in city divisions. Zone is a smallest business unit in Discom in city divisions. Zone works under city Divisionoffice.

# Availability of Biddocuments

* 1. ThebiddocumentwillbeuploadedontheDISCOM‟swebsite/E-portalofGovernmentof 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 thebid.

# Invitation of Bids

* 1. The DISCOM is hereby inviting unconditional bids for procuring works/services/material as specifiedinthebiddocumentthroughdomesticcompetitivebidding(openbiddingmode)

from bidders fulfilling the criteria specified in Section-……….“Eligibility criteria for bidders”.

* 1. ThebiddingprocessshallbeundertakenthroughSingle-StageTwo-Envelopemethodthrough e-tendering. The tender information has been provided in relevant section of Biddocuments.

# Consortium/Joint ventureBidding

Consortium bidding/Joint venture bidding as mentioned in Pre-qualification requirement.

# EligibleBidders

* 1. ABiddermaybeanindividual,privateentity,government-ownedentity-subjecttoclause5.2 below,andshallfurnishaspartoftheirunconditionalbid,documentsestablishingthebidder‟squalifications 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.
  2. Bidders shall provide such evidence of their continued eligibility satisfactory to the EDC-GZB DISCOM, as the DISCOM shall reasonablyrequest.

# Responsibility of bidder(s)

* 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 otherdata.
  2. Verbal agreement or conversation with any officer/employee of the DISCOM either beforeor after the submission of bid shall not affect or modify any of the terms and conditions or obligations containedherein.
  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 theworks/services.

# Eligibilitycriteria

* 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 detailedeligibilitycriteriaarelistedoutinEligibilitycriteria/Pre-Qualificationrequirementof this biddocument.
  2. Notwithstandinganythingstatedtherein,theDISCOMreservestherighttoinquireandreview the bidder's capability and capacity to perform the work during the course of evaluation or afteraward.

# Project sitevisit

* 1. The bidder is advised to visit and examine the site where the works/services is to be executed anditssurroundings;andobtainforhimselfonhisownresponsibilityallinformationthatmay 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 thebidder.
  2. ThebidderandanyofitsauthorizedpersonnelshallbegrantedpermissionbytheDISCOMto 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 toproperty.

# Process to be Confidential

* 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 theDISCOM.

# Clarifications on bid documents

* 1. Thebiddersareexpectedtobefullyconversantwithalltheclausesofthebiddocumentbefore 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, ifany.Thequeriesshallbeacceptedonlyfromtheaccredited/authorizedofficersorexecutives of thebidder(s).
  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,ifany.Thereplyofquerieswillbeuploadedone-portal,only.However,attending the pre-bid conference is not a mandatory requirement for submitting the biddocuments.
  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 correspondingamendment(s)tothebid,ifany,willbeintimatedtoallbiddersthroughe-portal only. All such clarifications shall form part of the bid documents and shall be incorporated in the bidder’sProposal.
  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.
  5. The copies of all the replies/clarifications issued by the DISCOM shall also be a part of the tenderspecification.

# Preparation of Bids

* 1. Thebiddershallsubmitonlyone(1)unconditionalbidinresponsetothistender/biddocument.
  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 theDISCOM.
  3. The price bid should be duly filled and signed in accordance with the terms and conditions specified in bid documents thereto for onlinesubmission.
  4. All pages of the bid document(s) including conditions of Contract, specification, etc., shall bearthefullsignatureswithofficialrubberstamp(atthebottomrighthandcornerofthepage) 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.Anybidnotbearingsignaturesonallthedocumentswillstandliableforrejection.
  5. General information, which is not specifically requested for in the bid documents, must be attached separately to the techno-commercial proposal and clearly labeled as "Supporting Material".

# Deviations from terms and conditions of thebid

* 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 ofbidder.

# Bid Forms

* 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 requiredinformation.
  2. For all other cases, the bidder shall design a form to get the required information from the bidder.
  3. DISCOMshallinnocasebeboundbyanyprintedconditionsorprovisionsinthebidder'sbid formswhatsoever.

# ConditionalBid

* 1. The bidders shall offer only unconditional bid as conditional bid are liable to berejected.
  2. Bidder‟sprintedtermsandconditionsenclosedwiththeproposal/offerwillnotbeconsidered 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 forrejection.

# Deadline for submission ofbids

* 1. Bids must be submitted on in e-portal only but no later than the time and date as specified in E-tenderNoticeofTenderDocument.Intheeventofthespecifieddateforsubmissionofbids 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 bidsecurity).
  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, inwhich case all rights and obligations of the DISCOM and bidders previously subject to the original deadline shall thereafter subject to the deadline asextended.

# LateBid

* 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 thebidder(s).

# Withdrawal of Bids

* 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 theEMD.

# Associated cost of bid preparation andsubmission

* 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.
  2. TheDISCOMshallinnocaseberesponsiblefororliabletothecostsorinDISCOMevaluation of bids, regardless of the conduct or outcome of the biddingprocess.

# Request for Modifications/Amendments in BidSpecification:-

* 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-noticetender.
  2. TheDISCOMattheirsolediscretionmaymodifythebiddocumentsifdeemedappropriateby issuing addendum as a result of a request or clarification discussed during the pre-bid conference.

# Language of thebid

* 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 withthismaydisqualifyabid.Forpurposesofinterpretationofthebid,theEnglishtranslation shall prevail

# Amendment(s) to bid documents

* 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.
  2. The amendment(s) to bid documents shall be binding on allbidders.
  3. InascenariowheretheinterestedbidderhasalreadysubmitteditsbidpostwhichtheDISCOM 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 Bidenvelope-I.

# Earnest MoneyDeposit

* 1. The EMD amounting **Rs. 2,000/-(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 0180002100028563, IFSC code PUNB0018000,** MICR code ………… in the name of **Superitending Engineer, EDC-Ghaziabad** in **(Punjab National Bank)** through RTGS/NEFT in favour of S.E, EDC, GZB and payable at ………. or in form of bank Guarantee in favour of **Superitending Engineer, EDC, GZB** Proof of on line deposit viz. UniqueTransactionReference(UTR)numberorcopyoforiginalpayinslipofthebank, scanned copy of original bank Guarantee along with copy of confirmation mail from issuing bank shall be uploaded e-Procurement portal of GoUP.

* 1. 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 schedulednationalizedbankandinprescribedformat,thesameshallbeuploadedwhilefilling 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 (PricePart).
  2. Any bid proposal/offer not accompanied by the EMD shall be rejected and returned to the bidderunopened.
  3. If on opening of bid any discrepancy in EMD is found (relating to amount, etc.), the bid shall be summarilyrejected.
  4. 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 theDISCOM.
  5. 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 beforfeited.
  6. IncasethebidderislikelytobeawardedtheContractorifthecasehasnotbeenfinalized,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 theDISCOM.
  7. 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 givenspecifications.
  8. The bank charges (if any) shall be attributable to the bidder,only.
  9. 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-tenderNotice.

# Documents comprising the bid and sealing ofbid

* 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 submissionofEMDmustbeuploadedandsubmittedphysicallyalsoinEnvelope-I(A),within 5 days of opening of bidpart-1.
  2. Part-I(B)-Envelope-(tobesubmittedonlineonly):Itshallcontainallthedocumentsasnotified 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 scannedcopies.
  3. Part-II-PriceBid-PriceBidshallbesubmittedonlineonlyinthe ProformaasperBOQWhile preparing the Price Bid, bidders are expected to take into account the requirements and conditions outlined in the biddocuments.

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

# Submission ofbid

* 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 berejected.
     + The Bidders are requested to ensure that all required schedules duly filled-in, are submitted.Thebiddersshouldalsonotethatinabsenceofanyoftheschedulesexcept price bid, their offer is likely to berejected.
     + 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, afteracceptanceofContractrate,payextrachargesforanyreasonwhatsoever,incase the bidder is found later to have misjudged anycondition(s).
     + It is necessary to purchase the Bid documents online from e-portal ofGoUP.
  2. **PERIOD OF VALIDITY :-**The period of validity shall not be less than that specified in the Bid documents.
  3. Nobody is authorized to receive or issue receipt of bid delivered byhand.
  4. All required copies of the Techno-commercial Proposals are to be made from theoriginal.
  5. Anauthorizedrepresentativeofthebiddershallinitialallpagesoftheoriginalproposal/offer. TheauthorizationshallbeintheformofawrittenpowerofattorneyinthenameoftheBidder purchasing the proposal. The signed proposal shall be marked as“ORIGINAL”.
  6. Bidshallbesubmittedintheformsattachedhereinandallblanksinthebidshallbedulyfilled in the original copy. The complete forms shall form part of Contract documents in case of successful bid.
  7. Thebiddershouldquotethepricesstrictlyonlineinthemannerindicatedhereinfailingwhich the bid is liable for rejection. The rate/prices shall be infigures.
  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 entertainedwhatsoever.
  9. The bid documents include certain statements, description, projections etc. with respect tothe 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 judgmentsofthesame.Uponreceiptoftheirbids,itshall beconstruedthattheyhavebasedit on their own independent analysis andjudgment.

# Opening of bids

* 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 caseofSingle-StageTwo-Envelopebidding.Intheeventofthespecifieddatefortheopening of bids being declared a holiday for the DISCOM, the bids will be opened at the appointed time on the next workingday.
  2. Bids that are not opened and read out at bid opening will not be considered for further evaluation, regardless of thecircumstances.
  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.
  4. In the case of Single-Stage Two-Envelope bids, on the bid opening date only the techno- commercialbidshallbeopened.ThedateforopeningofthePricebidshallbeasperKeydate. Incaseofextensionofduedate,thesameshallbeuploadedinDISCOM‟swebsite&e-potral 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 verifiedand

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).

* + - OpeningofEnvelope-II-Pricebid:PricePartofonlythoseBiddersshallbeopenedon- line who are determined as having submitted substantially responsive bids and are ascertained to be qualified to satisfactorily perform the Contract. A negative determinationofthebids,shallbenotifiedbytheDISCOMtosuchBiddersandtheprice bid uploaded by them shall not beopened
  1. 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 biddingprocess.
  2. Itistobenotedthatthebidevaluationwillbeexecutedstrictlyasperprocedurementionedin Bid evaluationsection.

### Change in date and time of opening ofbids

* 1. It may be noted that the due date/time of opening of bid can be altered/extended if desired by the DISCOM, without assigning any reason thereof. However, due intimation shall be availableatDISCOM‟swebsite.Thebiddershallberesponsibleforkeepingitselfupdatedon the changes in date and time of opening ofbid.

### Canvassing ofbids

* 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 otherinterestedpartiesareadvisedstronglyintheirowninterest,torefrainfromcontactingor 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‟sproposal/offer.

### DISCOM’s right to accept any bid, and to reject any or allbids

* 1. The DISCOM reserves the right to accept or reject any bid, and to annul the bidding process andrejectallbidsatanytimepriortoawardofContract,withouttherebyincurringanyliability 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.

### Currency of PriceBid

* 1. Fortheworks/servicesrequiredinthebid,allpricesorratesshallbequotedinIndianNational Rupees (INR) only as the payment for such works/services shall be made in Indian currency only (i.e. Indian NationalRupees).

### Interpretation of conditions ofbid(s)

* 1. TheDISCOMshallbethefinalauthoritytointerpretanyorallcondition(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 thebidders.

### Validity ofbids

* 1. Thebidder’sproposalmustremainvalidforacceptanceforaperiodof180daysfromthedate 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 theproposal.
  2. The bid along with the rates and condition thereby shall be open for acceptance of the DISCOM foraperiodof180daysfromthedateofopeningofthebidsandnorequestforany 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.

### Issue of Letter of Award, Contract Signing and Issue of WorkOrder

* 1. The DISCOM shall award the Contract to the bidder whose bid has been adjudged successful after techno-commercial and financialevaluation.
  2. The DISCOM shall issue a detailed Letter of Award (LoA) to the successfulbidder

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* 1. Post issue of Letter of Award to the successful bidder, Contract Agreement shall be signed between the two parties at respective CircleOffices.
  2. After signing of the Contract Agreement, work order shall be issued by respectiveCircles.

### Bidevaluation

Preliminary examination

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* 1. TheDISCOMwillexaminethebidstodeterminewhethertheyarecomplete,whetherrequired sureties have been furnished, whether the documents have been properly signed, and whether the bids documents are generally inorder.
  2. The DISCOM may waive any minor informality, nonconformity or irregularity in a bid that doesnotconstituteamaterial deviation,whetherornotidentifiedbytheBidderinitsbid,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

* 1. Priortothedetailedevaluation,theDISCOMwilldeterminewhethereachbidisofacceptable quality,iscompleteandissubstantiallyresponsivetotheBiddingDocuments.Anydeviations, conditionality or reservation introduced will be reviewed to conduct a determination of the substantialresponsivenessofthebidder‟sbid.Forpurposesofthisdetermination,a

Substantiallyresponsivebidisonethatconformstoalltheterms,conditionsandspecifications of the Bidding Documents without any material deviations, objections, conditionality’s or reservationsandcomplieswithallthestatutorylawsinforceasamendedfromtimetotime.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 successfulBidder’sobligationsundertheContract;or(iii)whoserectificationwouldunfairly affect the competitive position of other bidders who are presenting substantially responsive bids.

* 1. Duringbidevaluation,theDISCOMmay,atitsdiscretion,asktheBidderforaclarificationof its bid. In case of erroneous/non-submission of documents required to be submitted by the BidderaspertheprovisionsoftheBiddingDocuments,theDISCOMmaygivetheBiddernot more than 7 working days‟ notice to rectify/furnish such documents, failing which the bid shall berejected.

Therequestforclarificationandtheresponseshallbeinwriting,andnochangeinthepriceor substance of the bid shall be sought, offered orpermitted.

* 1. Bids containing deviations from critical provisions will be considered asnon-responsive.
  2. 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‟sdeterminationofabid‟sresponsivenessshallbebasedonthecontentsofthebid itself without recourse to extrinsicevidence.
  3. The DISCOM will ascertain to its satisfaction whether Bidders determined having submitted substantiallyresponsivebidsarequalified,aspertheQualificationRequirementmentionedin 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 andbinding.
  4. 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 bebaseduponanexaminationofthedocumentaryevidenceoftheBidder‟squalifications 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 theDISCOM.
  5. 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.
  6. AnaffirmativedeterminationwillbeaprerequisitefortheDISCOMtoevaluatetheTechno

-CommercialPartandtointimatesuccessfulbidderstobepresentonnewdate,time&location to open the online price schedule of the Bidder. A negative determination will result in rejection of the Bidder‟sbid.

* 1. The bid from those bidders shall not be accepted who failed to submit Performance SecurityonissueofLetterofAward(LoA)foranyotherContractofDISCOMinpast3years.
  2. 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 theresponseshallbeinwritingbutnochange(whatsoever)inthepriceorsubstanceofthebid offered shall bepermitted.
  3. After successful evaluation and compliance to techno- commercial condition (satisfying the qualification requirement), financial bid shall be opened.

1. **Period of Contract**

The period of Contract under the scope of work shall be up to ……. 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.

### Contract PerformanceGuarantee

AContractPerformanceSecurity,thesuccessfulBidder,towhomtheworkisawarded,shallbe required to furnish a Performance security from a Public Sector Indian Bank, in the specified format (NEFT/RTGS/DD/Bankers Cheque/Bank Guarantee) in favourof the Owner. The guarantee amount shall be equal to **Ten percent (10%) for Supply/work/services contract,** of thetotalContractpriceanditshallguaranteethefaithfulperformanceoftheContractinaccordance withthetermsandconditionsspecifiedinthesedocumentsandspecifications.Proformaannexed as Annexure……...

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

Inanycase,thesuccessfulbiddershallnotbeallowedtodeductCPGamountfromtheirrunning billsandtheyarerequiredtosubmitvalid&requisiteContractPerformanceGuarantee.

### Terms ofPayment:-

1. **For Supply ofMaterial**:-
   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 QuantityClause”,thecontractorshall,onthecertificateofEngineer,beentitledtopayment asfollows:-
      1. NinetyPercent(90%)oftheF.O.R.contractvalueoftheplantalong with100%oftaxes asapplicableonfinishedmaterial/equipmentshallbemadethroughbank,intimatedbythe purchaserinRupees,onreceiptbythepurchaserofmaterial/equipmentandthefollowing documents:-
      2. Unconditional acceptance of the Letter of Award/Letter of Intent and signing of contract agreement by theContractor.
      3. An unconditional & irrevocable Bank Guarantee for **Ten Percent** (10%) of the total Contract price towards Contract Performance Guarantee (CPG) in accordance with proformaattached.Thesaidbankguaranteeshallbevalidup toninety(90)daysafterexpiry oftheWarrantyPeriodandshallbeextendedfromtimetotimetillninety(90)daysbeyond successful completion of warranty period, as may be required under theContract.
      4. Evidence of dispatch (R/R or receiptedL/R)
      5. Contractor’s **GST** invoice, **claim** & packing list identifying contents of eachshipment.
      6. CopyofCertificatetotheeffectofpaymentsofState/Centraltaxes,duties,leviesetchave been made against supply of materials through sub-vendors under thecontract.
      7. Certified copy of Insurance policy/InsuranceCertificate.
      8. Manufacturer’s/Contractor’s guarantee certificate ofQuality.
      9. Material Dispatch Clearance Certificate (MDCC) / Dispatch Instructions (DI) fordispatch of materials from the manufacturer’s works. MDCC/DI shall be issued by authorized officer ofEmployer
      10. Manufacturer’s copy ofchallan.
      11. submission of the certificate by the Employer’s representative that the item(s) have been received,

**(b)**TenPercent(10%)oftheF.O.RcontractvalueonthepresentationoftheContractor’sGST 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 isearlier.

Providedthateachofthepaymentsunderthisclauseshallbedueonthelastofthemonth inwhichtheinvoicefortheamountduetogetherwiththenecessarydocumentsisreceived by thepurchaser.

* 1. If at the time at which the last installment becomes payable there are minor defects in the plantwhicharetoofsuchImportanceastoaffectthefullcommercialuseoftheplant,then the Purchaser shall be entitled to retain such part of the installments as represents the cost ofmakinggoodsuchminordefects,andanysumsoretainedshall,subjecttotheprovisions of maintenance clause 30 of Form ‘B’, become due upon such minor defects being made good.

### For Work/ServicesContract:-

1. **Progressive payments(Supply):**
   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 hereinunder:
2. Unconditional acceptance of the Letter of Award/Letter of Intent and signing of contract agreement by theContractor.
3. 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.

1. Evidence of dispatch (R/R or receiptedL/R)
2. Contractor’s**GST**invoice,**claim**&packinglistidentifyingcontentsofeachshipment.
3. 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 thecontract.
4. Certified copy of Insurance policy/InsuranceCertificate.
5. Manufacturer’s/Contractor’s guarantee certificate ofQuality.
6. 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 ofEmployer
7. Manufacturer’s copy ofchallan.
8. submission of the certificate by the Employer’s representative that the item(s) have beenreceived,
9. Submission of certificate by Section Holder/Junior Engineer of the Contractor that materialshavebeensuppliedaspertechnicalspecification,scopeofwork&approved drawings enclosing certified copy of inspection reports and dispatchclearances.
   1. **Second Installment (30%):** Thirty percent (30%) payments against various items of price schedule 1 shall be paid on followingconditions:
10. UnconditionalacceptanceoftheLetterofAwardandsigningofcontractagreementbythe Contractor.
11. Anunconditional&irrevocableBankGuaranteefortenpercent(10%)ofthetotalContract 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 theContract.
12. SubmissionofthecertificateonmeasurementbookbytheProjectManagerthattheitem(s) have beenreceived,
13. SubmissionofcertificateonmeasurementbookbySectionHolder/JuniorEngineerthatthe material has been erected successfully at site and the work is complete in allrespect.

### Submission of compliance report of defects pointed out by Engineer ofContract.

* 1. **Third and Final Installment(10%):**

1. 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 theEmployer.
2. ‘Commissioning’ for the purpose of payments shall mean satisfactory completion of all supplies, erection, commissioning checks and successful completion of all site tests and continuousenergisationoftheequipment/materialsatratedvoltageaspertheContractand to the satisfaction/approval of theEmployer.
3. OnsubmissionofthecertificatebytheSectionHolder/JuniorEngineerthattheitem(s)have been received, erected, tested andcommissioned.
4. 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 thecontract.

### Contractor’s GSTinvoice

1. **Progressive payments(Erection):**
   1. **FirstInstallment(90%):**Ninetypercent(90%)paymentsagainstErectioncontractsshallbe paid on erection, testing and commissioning of works and on submission of documents indicated hereinunder:
2. UnconditionalacceptanceoftheLetterofAwardandsigningofcontractagreementbythe Contractor.
3. Anunconditional&irrevocableBankGuaranteefortenpercent(10%)ofthetotalContract 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 theContract.
4. Certified copy of Insurance policy/InsuranceCertificate.

### Contractor’s GSTinvoice

1. Materialreconciliationstatementconsistingofthematerialsutilizedforerection,testing& commissioning.
2. Submission of certificate on measurement book by Section Holder/Junior Engineer that materialsunderconsiderationhavebeenerectedtestedandcommissionedaspertechnical specification, scope of work & approvedDrawings/Manuals.
3. Test check certification on Measurement Book be recorded by officers in hierarchy with the claim as perpolicy.

### Second and Final Installment(10%):

1. 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 theproject.
2. ‘Commissioning’ for the purpose of payments shall mean satisfactory completion of all supplies, erection, commissioning checks and successful completion of all site tests and continuousenergisationoftheequipment/materialsatratedvoltageaspertheContractand to the satisfaction/approval of theEmployer.
3. On submission of the certificate by the Section Holder/Junior Engineer that the equipment/materials have been erected, tested andcommissioned.
4. 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 ContractPerformanceGuarantee(CPG)inaccordancewiththeprovisionsofContract.The said Contract Performannce guarantee shall be initially valid upto ninety (90) days after expiryoftheWarrantyPeriodandshallbeextendedfromtimetotimetillninety(90)days beyond successful completion of warranty period, as may be required under theContract.
5. On certification of Section Holder/Junior Engineer for reconciliation of materials and payments.
6. OncertificationofSectionHolder/JuniorEngineerthatassetsundertheprojectarecreated and are taken over byEmployer.

### Contractor’s GSTinvoice

**General Conditions of the Specification**

### Discom’srepresentative

* 1. The Discom shall appoint anofficer/employee designated as the Controlling Officer/Officer-in- chargewhoshallcarryoutthefunctionsandobligationsoftheDiscomundertheContract.
  2. TheDiscommayfromtimetotimeappointanyotherpersonastheControllingOfficer/Officer in-chargeinplaceofthepersonpreviouslysoappointed,andshallgiveanoticeofthenameof suchotherpersontotheContractorwithoutdelay.TheDiscomshalltakereasonablecaretosee thatnosuchappointmentismadeatsuchatimeorinsuchamannerastoimpedetheprogress of works/services. The Controlling Officer/ Officer-in-charge shall represent and act for the Discomatalltimesduringthecurrency/validityoftheContract.
  3. Any decision, instruction or approval given by the Controlling Officer /Officer-in-charge of the Discomto shall be binding on theContractor.
  4. Allnotices,instructions,orders,consents,certificates,approvalsandallothercommunications undertheContractshallbegivenbytheControllingOfficer/Officer-in-charge.
  5. TheControllingOfficer/Officer-in-chargemayauthorizehisrepresentative(s)assite-in-charge for theworks/services.

### Contractor’sRepresentative

* 1. TheContractorshallemployatleastonecompetentrepresentative(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 phoneattimeandlocationasspecifiedbytheDiscom/ServiceRecipient.Anywrittenorderor instructionwhichtheControllingOfficer/officer-in-chargeorhisdulyauthorisedrepresentativemay give to the said representative of the Contractor shall be deemed to have been given to the Contractor.
  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 otherwiseatthesite,whoinhis/heropinionisfoundtohavemisconducthim-self/her-selforbe incompetentornegligentandtheContractorshallremovethepersonsoobjectedto,uponreceipt fromtheControllingOfficer/officer-in-chargeanoticeinwritingrequiringhimtodosoand shall provide in his place a competent representative at the Contractor’s risk andexpense.

### Bankruptcy/Insolvency of theContractor

* 1. If the contractor is imprisoned, becomes insolvent, compound with his creditors, has a receivingordermadeagainsthimorcarriesonbusinessunderareceiverforthebenefitofthe creditor or any of them or being a partnership firm, become dissolved or being a corporation, goesintoliquidationorisbeingwoundup,notbeingavoluntarywindingupforthepurposeonly ofamalgamationorreconstruction,theDiscomshallbeatliberty:

Togivesuchliquidatedcontractororotherpersoninwhom,theContractmaybecomevested, 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 suchContract.

### Duty and Behavior of Contractor’sPersonnel

* 1. The personnel deployed by the Contractor must always carry their Photo-ID card issued by Disocm.
  2. ThepersonneldeployedbytheContractorshallmaintainthedecorumandobeytheinstructions of the officer-in-charge of the Discom for that particular work and place of duty. They must followtheproceduresofduty,performanceandstipulatedtimeguidelineforworkinghoursas set by the officer-in-charge of the Discom from time totime.
  3. ItshallbeacceptedasaninseparablepartoftheContractthatinmattersregardingcompetency, efficiency,conductandbehaviour,thedecisionoftheOfficer-in-chargeoftheDiscomshallbe final and binding on the Contractor in all suchmatters.

### SafetyProvisions

* 1. TheContractorshallarrangeforthesafetyinitsoperationasprescribedbytheDiscomandall safety protective equipment’s and tools are to be provided by the contrcator. It is the responsibilityoftheContractortodealwithanyliabilityarisingduetoanyinjuriesoccurring totheContractor‟sstaffduringperformanceofduty.TheDiscomwouldnotbeliabletopay anycompensationtotheinjuredemployeesoftheContractorunderanycircumstances.
  2. In case the Contractor fails to make such arrangement, the authorized officer/staff of the DiscomshallbeentitledtorecoverthecoststhereoffromtheContractor.Thefailuretocomply 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 theDiscom.

### Checks and Supervision by theContractor

* 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 performingthedutybythepersonneloftheContractor,allthelossessooccurredtotheDiscomshall be recovered from the amounts payable to the Contractor and its security deposits or Contract PerformanceGuarantee.

### Notices andInstructions

* 1. The Contractor shall furnish the complete address of its permanent office and local office along withtelephonicnumbers,faxnumbers,emails,etc.totheDiscom.Anynoticeorinstructionsto be given to Contractor under the terms of the Contract shall be deemed to have been served on himifithas beensentatlocalofficeor totheaddressoftheContractorlast notifiedbythemor delivered to authorizedsignatory.

### Health of the Personneldeployed

* 1. AllpersonsdeployedbytheContractorshallbeofsoundphysicalandmentalhealthandshould notbeundertheinfluenceofanydrugorliquorduringdutyandhavefullknowledgeand

experiencetocompetentlycompletethejobassignedtothem.Incaseitisfoundthatanylosshas occurredtotheDiscom‟sproperty/interestduetodeploymentofsuchpersonnel,thesameshallhavetobereplacedbytheContractorwithoutanyextracosttotheDiscom.

### Subletting

* 1. TheContractorshallnotsubletanyactivityoranypartthereofundertheContract.

### ForceMajeure

* 1. ForceMajeuremeansanyeventorcircumstanceorcombinationofeventsandcircumstances including those stated below that wholly or partly prevents or unavoidably delays an affected partyintheperformanceofitsobligationsunderthisAgreement,butonlyifandtotheextentthat such events or circumstances are not within the reasonable control, directly or indirectly, of the affectedpartyandcouldnothavebeenavoidediftheaffectedpartyhadtakenreasonablecareor complied with prudent utilitypractices.
  2. ActofGod,including,butnotlimitedtolightning,drought,fireandexplosion(totheextent originatingfromasourceexternaltothesite),earthquake,volcaniceruption,landslide,flood, cyclone, typhoon, tempest, tornado, mutiny, civil commutation, riot, terrorist attack, strike (subjecttocertificationbyLabourCommissioner),lock-out(subjecttocertificationby LabourCommissioner), 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 indirectpoliticalevents;oranyeventorcircumstanceofanatureanalogoustoanyoftheabove.
  3. A notification to this effect duly certified by statutory authorities shall be provided by the ContractortotheDiscom.TheauthorityasdecidedbytheDiscom(includingcommittee,etc.) shall decide upon Force Majeure cases and the decision of such authority shall be final and binding onContractor/Contractor.

### Damage to Property and injury topersonnel

* 1. TheContractorshallindemnifyandkeepindemnifiedtheDiscomagainstalllossesandclaims for injuries or damage to any person or any property whatsoever which may arise out of or inconsequenceoftheexecutionoftheContractandagainstallclaims,demands,proceedings, damages,costs,chargesandexpenseswhatsoeverinrespectoforinrelationthereto.
  2. TheDiscomshallnotbeliablefordamageorcompensationpayableasperprovisionoflaw/act in respect or consequence of any accident or injury to any workmen or other person in the employmentoftheContractor.TheContractorshallhavetopayallclaims,demands,proceedings costs,chargesandexpenseswhatsoeverinrespectthereoforinrelationthereto.
  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 allamendments thereof, Authorized officer of Discom shall have full powers to retain out of any sums payable/becomingpayabletotheContractor,anysumasmaybedeemedsufficienttomeetsuch

liabilityonreceiptofawardofcompensationfromthecompetentauthorityunderthesaidact, and the same shall be adjusted from this amount. Any shortfall shall be recovered and any excessesshallberefunded.TheopinionoftheAuthorizedofficerofDiscomshallbefinalin regard to all matters arising under thisclause.

* 1. In case it is found that any theft or damage has occurred to the property or premises of theDiscomduetonegligenceofpersonnelinperformingtheirdutyand/orabsencefromtheplace ofdutyand/ornotprovidingsubstitutebytheContractororanyotherreason,thecostofallsuch lossesordamagesasassessedbytheDiscomshallberecoveredfromtheContractor’smonthlybill or from their Security Deposit/Contract Performance Guarantee or in any other manner as may deemedfit.
  2. 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/theirdutiesfortheDiscom,itshallbethesoleresponsibilityoftheContractortodefend itspersonnelinthecourtoflawortoextendallmedicalandfinancialhelp,etc.withoutcharging any cost to theDiscom.
  3. TheDiscomshallbedeemedtobeindemnifiedbytheContractorforlapsesorothermischief’setc.by itspersonnel
  4. Claimsarisingdueto“anyactivity”shallbeliableforadjustmentfromcontractperformance guarantee furnished byContractor.

### Arbitration

* 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 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 an d 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 theaward.
  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.
  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 hisplace.

### Jurisdiction

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

### Blacklisting

* 1. Incase(s) ofseveredefault(s)bytheContractor(includingbutnotlimitedtorelevantclauseof thissection),theprocessofblacklistingordebarringofContractorandrecoveries(ifany)thereof may be undertaken by the Discomifdeemed necessary.

### Taxes

* 1. TheContractorshallberesponsibleforpaymentofalltaxesdutiesstatuary/localleviesarisingas asresult of commercial transactions under this Contract such GST etc. Discom shall not be responsibleforanytaxrelatedliabilityinanymannerwhatsoever.
  2. During the Contract period, the Contractor shall deposit GST and other applicable taxes at prevailingratesasperGovernmentofIndiaguidelinesincludingduringextendedperiodifany.
  3. If any tax exemptions, reductions, allowances, or privileges may be available to the Contractor,theDiscomshalluseitsbestendeavorstoenabletheContractortobenefitfromany suchtaxsavingstothemaximumallowableextent.
  4. Thestatutorydeductionoftaxesanddutiesatsource,relatedtotheseworksandservices,shall bedonebytheDiscomandtaxdeductioncertificateshallbeissuedtotheContractorwherever applicable as perlaw.
  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 whatevernamecalledunderapplicabletaxlawsasonthelastdateofbidsubmission)forsupplies tobemadeorservicestobeperformedunderthecontractsintheirquotedbidprice.TheDiscom shallnotbebearanyseparateliabilityoverandabovethecontractpriceforpaymentoftaxes.
  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 performanceofContract,whichdirectlyimpactstaxliabilityofContractorinperformanceofthis Contract,anequitableadjustmentoftheContractvalueshallbemadetotakeintoaccountanysuch changebyadditiontotheContractvalueordeductiontherefrom,asthecasemaybe.
  7. The contractor shall declare its GST registration number. Any liability arising out of GST implication shall be borne and responsibility of theDiscom.

### Termination ofContract

* 1. **Events ofdefault**

Anyofthefollowingeventsshallconstitutean“EventofDefault”.Theoccurrenceof any“EventofDefault”shallleadtoconsequencesasbroughtoutinClause:-

1. IftheContractorfailstodeliverservicesaspertimescheduleintheScopeof

Work.

1. IftheContractorunlawfullyrepudiatestheContractorhasotherwise

Expressedanintentionnottobeboundbythecontract.

1. IftheContractordoesnotmaketimelypaymentofsalariestothedeployed

labour.

1. IftheContractordoesnotmakethemandatorypaymentslikeEPF,ESICand

others liabilities ifany.

1. If it comes to the Discom‟s notice that the Contractor is indulged in forging

DocumentsandsubmittingforgeddocumentsofEPFChallansheet,ESIC

receiptof personnel deployed byit

1. IftheContractorbecomesbankruptorinsolvent,goesintoliquidation.
2. IftheContractorfailstomakepaymentofanyamountpayabletotheDiscom,

asandwhen the same becomes due.

1. IftheContractorfailstoprovide,reneworreplenishthepaymentsecurityand

/or contract performance guarantee.

1. IftheContractorfailstofulfillanyofthedirectionsorordersofthe………….or

comply with the requirement of the electricity laws or other laws in relation

to bid area.

1. IftheContractorhasmadeanyfalseormisleadingrepresentationorwarranty.
2. IftheContractortransfers,otherwisethenpursuanttocontract,anymaterialor

propertyof theDiscom.

1. If the Contractor indulges in any malpractice or corruptpractice.

If at any stage during the period of the Contract any case involving moral turpitude is instituted in a court of law against the Contractor or his employees.

### Termination forConvenience

TheDiscomshallbeentitledtoterminatetheContractwithoutassigninganyreasonthereof at any time of the Discom‟sconvenience, by issuing an “Order for Termination” to the Contractor. The termination shall take effect on 30thday of issuance of “Order of Termination”, or such extended period (over and above 30 days) as may be decided by the Discom.

### TerminationduetoChangeinGovernment/ManagementPolicy

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

Theterminationshalltakeeffecton30thdayofissuanceof“OrderofTermination”,orsuch extendedperiod(overandabove30days)asmaybedecidedbytheDiscom.

* 1. EffectofTermination(EitherupondefaultorforconvenienceorChangeinManagement/ GovernmentPolicy)
     + Upon serving the “Order for Termination”, the Discom shall have rights to step-in and takeovertheoperations.TheContractorshallbeobligedtoco-operatewithDiscomandprovide 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,duringtransitionperiodtheContractorshallcontinuetoprovidesuchservices, asmayberequiredbytheDiscomforsmoothtake-overofoperations.
     + 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 realisedshallbeforfeitedbytheDiscom,asareasonablepre-estimateofthelosseswhich haveoccurredtotheDiscomduetonon-performanceoftheContractor.
     + IfthecontracthasbeenterminatedonconvenienceasperClause20.3,theDiscomshall haverightstorecoveranyamountpayablebyContractortotheDiscomfromtheContract PerformanceGuarantee.
     + The Discomunconditionally 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 ofthe contract.
     + TheDiscomshallnotbeliableforpaymentofanycompensation,whetherincontractortort orotherwise,towardstheContractororanythirdparty,uponterminationofthecontract.
     + Uponterminationofthecontract,theContractorshallimmediately:-

1. Remove it’s manpower deployed on performance of services pertaining to theContract;
2. ceaseallfurtherwork,exceptforsuchworkastheDiscommayspecifyinthe“Orderfor Termination”forthesolepurposeofprotectingthatpartofthefacilitiesalreadyexecuted, oranyworkrequiredtoleavethesiteinacleanandsafecondition;
3. remove allContractor’s equipment from the site, repatriate the Contractor’s and itssubcontractors‟personnelfromthesite,removefromthesiteanywreckage,rubbishand debrisofanykind,andleavethewholeoftheSiteinacleanandsafecondition;and
4. deliver to the Discom the parts of the facilities executed by the Contractor up to the date oftermination
5. 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
6. 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 thefacilities.
7. . 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 itspersonnel.

### Corrupt or FraudulentPractice(s)

* 1. The Discomrequires that the bidders observe the highest standard of ethics during the procurement and execution of theContract(s).
  2. Inpursuanceofthispolicy,theDiscomdefines,forthepurposesofthisprovisionthetermsset forth below asfollows:
     + Corrupt practice” means the offering, giving, receiving or soliciting of anything of valuetoinfluencetheactionofanofficial/employeeinvolvedintheprocurementprocess or in execution of theContract.
     + Fraudulentpractice”meansmisinterpretationoffactsorinformationinordertoinfluence theprocurementprocessortheexecutionofContracttothedetrimentoftheDiscom,and includescollusivepracticeamongbidders(priortoorafterbidsubmission)designedto establishbidpricesatartificialnon-competitivelevelsandtodeprivetheDiscomofthe benefits of free and opencompetition.
     + TheDiscomwillrejectabidorcanceltheContractifalreadyplaced,ifitdetermines thatthebidderrecommendedforAwardoronwhomtheContract/Awardhasalready been placed has engaged in corrupt or fraudulent practices in competing for the Contract/Award inquestion.
     + The Discom may declare a bidder ineligible for issue of Contract/Award, either indefinitelyorforastatedperiodoftime,ifitanytimedeterminesthatthebidderhas engaged in corrupt or fraudulent practices in competing for or in executing an earlier Contract of theDiscom

### 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.

E-Tender no. ……………….… FOR THE WORK OF ……………………………………………………… IN THE JURISDICTION OF EDD………………. UNDER EDC (EDC, GHAZIABAD&PVVNL)

From:- M/s……………………............……..

………………………………………………

………………………………………………

To,

# The Superintending Engineer,

Electricity Distribution Circle, P.V.V.N.L.

Ghaziabad.

Dear Sir,

With reference to your tender for the above work, I/We offer to submit our proposal having rates for site,erectionatsiteinthescheduleannexedorsuchportionthereof,asyoumaydetermineinstrictaccordance 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 (Name of Discom), the sum of money mentioned in the saidconditions.

# 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 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.

AsumofRs.……..……..videno.…………dated…..………….of…………..………..bank,intheformof……………. And having the validity for the period of ………. as earnest money pledged in favourof……………….is enclosed, the full value of which shall be retained by the (Name of Discom) on account of earnest money security deposit specified in the said clause of the “Instructions to the Tenderers”.

I/weherebyundertakeandagreetoexecuteacontractinaccordancewiththesaid‘Terms,Conditions & Instruction to the Tenderer’ of the tender bidspecification.

Firm RTGS Details:-

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

Firm current account number- Name of Bank with address:- IFSC code of the branch-

Amount:-Rs. ……….. & head (EMD/Tender Cost) UTR no.-

Yoursfaithfully,

Signature of theauthorisedSignatory (With complete address &Seal)

**Part-1**

# DECLERATION

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

Tender Invited by:- Superintending Engineer ……………

# Tenderfor:- For the work of …………………………………………………………….…… in the jurisdiction of ………………………... (Name of EDD) under …………..…. (Name ofEDC-Discom).

Name of Tenderer:- Specification no.:-

Date of opening of bid part-1:-

IN CONSIDERATION of the ………………… (Name of EDC-Discom), 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 responsetotheaboveinvitationshallnotbewithdrawnbyuswithin180daysfromthedateofopeningofthe tender(oranyextensionthereof),alsototheconditionthatifthereafterthetendererdoeswithdrawhisproposal withinthesaidperiod,theearnestmoneydepositedbythemmaybeforfeitedbytheSuperintendingEngineer, EDC-Discom,andatthediscretionofthepurchaser.Thepurchasermaydebarthetendererfromtenderingfor a minimum period of one year reckoned from the date of opening of thetender.

Signed this ………….dayof 20

Place:

Signedby

State title whether Proprietor/Partner

(With complete address &Seal)

**Eligibility Criteria/Pre-Qualifying Requirements**

# For the Supply of theMaterial-

* 1. The tendrers shall either themselves be manufacturers of the equipment offered or accredited representatives of such manufacturers in India or of their principals aboard with whom they may be having collaboration. Such accreditation should be at least of one year on date of tender.
  2. Relevant documents in support of the above must be furnished along with undertaking of the manufacturers and a certificate that they are participating in the tender individually but in case of award, the employer should give preference in award to the manufacturer of the material/equipment. If these documents are not furnished along with the tender bids, the offer will be liable to be rejected summarily.
  3. In case of accredited representatives only, accredited representative should have supplied to Govt./Semi Govt. organization minimum 3 times the tendered quantity.

# (a) OPERATIONALEXPERIENCES:

Offered equipment should have given three years proven trouble free operational service in tropical climate. However, in case of equipment being manufactured in India under valid FOREIGN COLLABORATION, operating experience in tropical climate of offered collaborator’s equipment shall also be acceptable provided copy of valid collaboration agreement for the equipment offered is submitted with the tender. Further, in case of offer of imported equipment, the three years operating experience will be considered in respect of those areas only which are similar to the tropical condition prevailing in India.

(b) **Manufacturing experience:**The indigenous manufacturers or their foreign collaborator must have manufactured atleast 20% of the specified quantities of each item of identical or similar equipment.

# Testing Facilities:

The tenderer must have all necessary facilities at their works for carrying out such routine and acceptance tests as prescribed in the relevant ISS and any other routine and acceptance test as specified in the specification. Documentary evidence of existence of such facilities will be filed alongwith the tender.

# TypeTest:

1. **For indigenous bids or fully imported bids:**

The offered equipment must have been fully type tested as per relevant ISS and/or any other specified international standards during the last 5-year period to be reckoned from the date of opening of tender. Photocopy of such type test

reports/certificates must be submitted along with tender bid. The type test certificates of proto type manufactured and tested by foreign collaborators of the tenderer at their works shall not be acceptable for indigenously manufactured equipment.

# For indigenous bids under valid foreigncollaboration.

* 1. The offered indigenously manufactured or collaborators manufactured equipment should have been type tested and report submitted with the tender.
  2. The collaborator's equipment shall have three years operating experience under tropical climate.

1.2.5. For those indigenous manufacturers who have neither manufactured 20% quantity, indigenously and nor got their equipment type tested but are qualifying because of his foreign collaborator's manufacturing experience and type testing, the maintenance period shall be 54 months from the date of receipt of material at site or 48 months from the date of commissioning, whichever is earlier, instead of 18 months &12 months respectively as provided under clause30 of Form-'B'.

* + 1. The bidders have to quote minimum 50% of the tender edquantity and shall have to submit earnest money deposit preportationately.
    2. The bidder should not be blacklisted/debarred from business in any Govt./Semi Government/PSU/Local Bodies etc. at the time of bid opening. They have to submit an undertaking regarding this along with the bid.

# For the Services/works specification:-

1. **Technical Requirement**:-
   1. The bidder should have a valid Class ‘A’ Electrical License Holder.
   2. The bidder should have successfully completed the turnkey/semi- turnkey work of the following nature in the last three financial year as prime contractor from the date of opening of bidpart-1:-
2. Should have successfully erected and commissioned similar or higher rating work in a single turnkey/semi turnkey order, having minimum order value of 80% of the estimated cost of the present tender specification, or
3. Should have successfully erected and commissioned similar or higher rating work in maximum two turnkey/semi turnkey order, having minimum order value of 50% each of the estimated cost of the present tender specification, or
4. Should have successfully erected and commissioned similar or higher rating work in maximum three turnkey/semi turnkey order, having minimum order value of 40% each of the estimated cost of the present tender specification.

# Financial Requirement:-

1. The **Minimum Average Annual Turnover(MAAT)** for the best Three years out of the last Five Financial years MAAT should not be less than Rs. ……….. (150% of the estimated cost). (Must Enclosed CA Certificate) (Document without UDIN will not be considered and valid).
2. **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 loses (including debit balance in profit and loss account for current year)and intangible assets. (Must Enclosed CA Certificate) Document without UDIN will not be considered and valid).
3. **Solvency**:- the bidder should have a minimum solvency of Rs. ….. (25% of estimated cost) or credit facility for the same from Nationalized/scheduled bank.
4. The bidder shall have to annex character certificate from the District Magistrate along with the Techno Commercial part of the bid document.
5. The bidder should not be black listed/debarred from business in any Govt./Semi Government/PSU /Local Bodies etc. at the time of bid opening. They have to submit an undertaking regarding this along with the bid.
6. **QeZ dk iSu dkMZ@izksijkbZVj QeZ dh fLFkfr esa QeZ Lokeh ds iSu dkMZ dh Nk;kizfrA**
7. **QeZ ds Lokeh dk vk/kkj dkMZ@izksijkbZVj QeZ ds Lokeh dk vk/kkj dkMZ dh Nk;kizfrA**
8. **QeZ dk oS| th0,l0Vh0 iathdj.k dk izek.k i=A**