

OFFICE OF THE SUPERINTENDING ENGINEER
ELECTRICITY WORKSHOP CIRCLE
PASCHIMANCHAL VIDYUT VITRAN NIGAM LIMITED
VICTORIA PARK, MEERUT - 250001

e-mail id : sewsmrt@gmail.com
Mobile: 9193301250

SHORT TERM E-TENDER SPECIFICATIONS/DOCUMENTS

1. E-Tender No. : **41/E. Workshop C./MRT/2023-24**
2. Last Date of Online Submission : **03.10.2023** - 14.00 hrs
3. Due date of opening. (Part-I) : **03.10.2023** - 16.30 hrs
4. Price of Tender fee : **Rs. 3540.00 (Rs. 3,000.00 +18% GST) (Though NEFT/RTGS only)**
5. Earnest money : **Rs. 54500.00 (Through NEFT/RTGS only)**
6. Description of Work. : **Providing GPS Enabled Diesel Operated Commercial Vehicle Such as Mahindra Bolera Pick-Up, Eicher 1059/Swaraj Mazda (Min.14 Feet), or Equivalent Vehicles for replacement of damage transformers under DISTRICT RAMPUR.**
7. Estimated Cost : **Rs. 54.42 Lacs**

Bank Account Detail:

Executive Engineer, Electricity Workshop Division, Meerut.

Bank A/C No: 1403900519, IFSC Code: CBIN0282337

Central Bank of India, Jail Chungi Branch, Meerut.

The details of aforesaid E-Tender can be had in following enclosed Annexure-I to XI

1. Check List (Annexure- I)
2. General Instructions to Tenderers (Annexure- II)
3. Tender Performa (Annexure- III,IV,V,VI)
4. Performa of Deviations (Annexure – VII)
5. Prequalifying Conditions (Annexure-VIII)
6. General Conditions and Special T&C (Annexure-IX,X)
7. Scope of Work (Annexure-XI)
8. Price Schedule(Annexure-XII)

Superintending Engineer

नोट :-निविदाकार द्वारा प्रत्येक निविदा हेतु वांछित धरोहर राशि एवं निविदा मूल्य अलग-अलग (अप्रतिदेय), फर्म के नाम चालू खाते से ही RTGS/NEFT के माध्यम से ही अधिशासी अभियन्ता, विद्युत कार्यशाला खण्ड, मेरठ के नाम से सैन्ट्रल बैंक ऑफ इण्डिया की जेल चुंगी, मेरठ स्थित बैंक शाखा में संचालित चालू बैंक खाता सं० 1403900519 (IFSC Code CBIN0282337) में जमा कराया जाना अनिवार्य है। IMPS के माध्यम से जमा धनराशि मान्य नहीं होगी। IMPS द्वारा जमा की गई धनराशि अथवा सयुक्त रूप से जमा की गई (निविदा शुल्क एवं धरोहर राशि) राशि को निविदा शुल्क मानते हुये उक्त जमा राशि को जब्त कर लिया जायेगा। निविदाकार द्वारा निविदा भाग-1 (निविदा/धरोहर राशि एवं तकनीकी बिड), निविदा भाग-2 (प्राइजबिड) निविदा खुलने की निर्धारित तिथि एवं समय तक, ई-टेंडरिंग वेबसाइट www.etender.up.nic.in पर अपलोड की जा सकेगी। निविदा भाग-1 (निविदा शुल्क एवं धरोहर राशि) निर्धारित दिनांक एवं समय पर वेबसाइट www.etender.up.nic.in पर खोली जायेगी तथा उसमें निविदाकार अर्ह पाये जाने के उपरान्त ही उक्त निविदाकार की तकनीकी बिड खोली जायेगी। निविदा प्रपत्र खोलने वाले दिवस को अवकाश होने की स्थिति में उक्त निविदाएं अगले कार्यदिवस में खोली जायेगी। अधोहस्ताक्षरी द्वारा किसी भी निविदा को स्वीकार/अस्वीकार करने या समस्त निविदाओं को या उसके किसी भाग अथवा अपूर्ण निविदाओं को निरस्त करने का अधिकार सुरक्षित है।

Check List for Documents to be upload in Part-Ist (Prequalifying Condition)E-Tender No : **41/EWC-MT/2023-24**

Sl.	Description	Yes/No	Uploaded on page No.
1	Required Tender Cost deposited in desired Bank Account and its UTR Detail Uploaded.		
2	Required Earnest Money deposited in desired Bank Account and its UTR Detail Uploaded.		
3	Copy of GST registration certificate (Provisional Certificate shall not be accepted)		
4	Copy of PAN card		
5	Copy of (AY-2022-23, FY 2021-22)/latest Income Tax Return Acknowledgement.		
6	Under taking for Not black listed/debarred from business in any Govt./Semi Govt./PSU/local Bodies etc. as per (Annexure-VI enclosed) on Rs. 10.00 non judicial stamp paper (Stamp paper should be not older than 6 months from the Ist. Date of Opening of part-I of this Tender on E-Tender Website http://etender.up.nic.in). Above Under taking for the tender should be the current date (primarily after the date of floating the tender).		
7	The bidder should have a Class 'A' Electrical License, issued by Electricity Safety Directorate of UP (minimum validity Ist. Date of Opening of part-I of this Tender on E-Tender Website http://etender.up.nic.in). or in case of renewal of license for FY 2023-24, acknowledgement copy of Elect. Safety Department should be submitted. (Upload copy).		
8	Declaration as per (Annexure-V enclosed) about proposal in response to the above invitation shall not be withdrawn within 180 days from the date of opening of Part-I of this Tender on Rs. 10.00 non-judicial stamp paper. (Stamp paper should be not older than 6 months from the Ist. Date of Opening of part-I of this Tender on E-Tender Website http://etender.up.nic.in). Above Declaration for the tender should be the current date (primarily after the date of floating the tender)		
9	The bidder should have a minimum average annual turnover (MAAT) of Rs. 54.42 Lacs (Exclusive of GST) (100% of Estimated cost) per annum for the best three financial years out of the last five financial years. The audited balance sheet, CA's certificate with UDIN Number on following Performa (containing Firm's Turnover details without G.S.T) shall be enclosed in support of above, failing which the bid shall not be considered. (Uploading copy mandatory)		
10	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 in profit and loss account for current year) and intangible assets with UDIN Number shall be enclosed in support of above failing which the bid shall not be considered.		
11	The bidder should have a minimum solvency of Rs. (25% of estimated cost) or credit facility (not older than 12 Months from the Ist. date of opening of Part-I of this tender on E-Tender Website http://etender.up.nic.in and it should be issued from Nationalized/ scheduled bank Only.		

12	The bidder shall have to valid character certificate issued from the District magistrate along with the techno commercial part of the bid document issued. (minimum validity) Ist. Date of Opening of part-I of this Tender on E-Tender Website http://etender.up.nic.in).		
13	The bidder should have successfully completed the work for carriage & replacement of Transformer with providing of vehicle and labour in the last Five year as prime contractor in Govt/ Semi Govt. Organization from the date of opening of bid part-1. Performance/ Experience Certificate copy are to be enclosed)		
14	<p>The bidder should have successfully completed the work for carriage & replacement of Transformer with providing of vehicle and labour in the last Five year as prime contractor in Govt/ Semi Govt. Organization from the date of opening of bid part-1. (Agreement/Order are to be enclosed) as below:-</p> <p>A-Bidder Should have successfully completed the work for carriage & replacement of Transformer with providing of vehicle and labour in single order having minimum order value 80% of estimated cost of similar nature or higher rating work.</p> <p style="text-align: center;">or</p> <p>B-Bidder Should have successfully completed the work for carriage & replacement of Transformer with providing of vehicle and labour in maximum two order having minimum order value 50% of estimated cost of similar nature or higher rating work.</p> <p style="text-align: center;">or</p> <p>C-Bidder Should have successfully completed the work for carriage & replacement of Transformer with providing of vehicle and labour in maximum three order having minimum order 40% of estimated cost of similar nature or higher rating work.</p>		

In Case of Firm's is a Limited Company / Pvt. Limited Company/ Partnership Firm or Authorized signatory is different from Firm's Proprietor . Tenderer has to submit a valid Board Resolution, Partnership deed & Singing Authority letter, Power attorney with tender document, failing which Bid Part-II(Price Bid) will not be opened of such Tenderer.

Tenderer Signature
with Seal

TO BE SUBMITTED BY THE CONTRACTOR DULY SIGNED

TENDER INSTRUCTION

Tenderers are requested to go through the instructions carefully and furnish complete information, along-with their tender offer, failing which their offers may not be considered at all tenders shall be received in two parts {Part-I–Technical Bid, Pre qualifying conditions & Part-II–Price Bid} will be filled up in E-Tender Website "http://etender.up.nic.in"

1. **TENDER BID PART-I :-**

Required Documents will be uploaded in pdf. format. In the absence of said information/documents, the part-II(Price Bid) of the tender will not be opened at all.

2. **TENDER BID PART-II (PRICE BID) :-**

Tender Part-II (Price Bid) will be uploaded in excel file format after fill up the rates and G.S.T. Percentage. Incomplete Excel Sheet, i.e. not filled up the rate or G.S.T. Percentage the tender part–II (Price Bid) will be rejected.

3. The tender shall be uploaded on E-Tender Website <http://etender.up.nic.in>

4. The tenders will be opened by the Superintending Engineer with other Nominee in this office at specified date and time. In case the tender opening date is holiday, the date of opening of tender will stand extended to next working day.

5. The conditions of Standard Form A &B of UPPCL applicable against this tender.

6. Superintending Engineer, Electricity Workshop Circle, Meerut reserves the right to reject any tender or all the tenders or part thereof without assigning any reason thereof.

7. The purchaser does not pledge to accept the lowest tender and reserves that right to accept any tender or reject any/all the tender(s) without assigning any reasons.

8. All material which will be provided by the contractor, issued used in the repairing of the equipment shall be of best quality and shall be confirming to relevant ISS/BSS mentioned in this tender.

9. The successful tenderers are required to execute an agreement on Non-judicial stamp paper of Rs. 100.00 along within 7 days from the date of issue of regd. Notice and if the firm fails to do so this Earnest Money will be forfeited and works can be assigned to other participant of the tender.

10. Material, which will be provided by the contractor, shall be inspected by an authorized officer/team to be deputed by the Purchaser/Department.

11. Contract will be awarded on basis L-1 Rates in respect of Total Value of Tender.

12. The tenderers are requested to make themselves fully conversant with the job requirement and technical specification and general conditions of the contract as per Form 'A & B of UPPCL.

13. If the tenderer fails to completion of job within stipulated time a penalty at the rate of 0.5% per week or part thereof subject to maximum 10% will be deducted from his bill as per terms and conditions laid down in Form 'A & B of UPPCL.

14. The contractor shall be responsible for any damage loss and breakage during execution of work.

15. For any further Clarification. tenderers can contact to the Superintending Engineer, Electricity Workshop Circle, Meerut No subsequent representation of ground of any sort of misunderstanding will be entertained.

16. In the event of unsatisfactory performance/progress of work as may be determined by the Superintending Engineer, Electricity Workshop Circle, Meerut The agreement will be terminated without any notice and security will be forfeited.

17. Successful Contractor has to provide petty items under the scope of work of standard/reputed manufactures confirming to relevant ISS norms.

18. The successful tenderer will be required to enter into an agreement as per General Condition of contract Form A & B of UPPCL. All the documents submitted in connection with the tender shall also be part of contract.

19. However, if there is tolerance on negative side within the permissible limit of the specified standard, and it does not make any difference in the performance of the material to be decided purchaser only the proportionate reduction in prices shall be done by the consignee.

20. Payment shall be made after receipt and satisfactory checking of material at site as per conditions of Form 'B'. No interest shall be paid for delayed payments, whatsoever the delay may be.

21. The Work may be allotted to more than one Firm on the basis of L-1 Rates on total tender Value only on the discretion of SE, EWC, Meerut.

22. Purchaser, on his discretion, may send and randomly selected sample from the supplied lot for any/all testing as per technical specification / ISS in any of the NABL accredited lab. The result of such tests shall be final and binding on both the purchaser & Supplier.

23. In case of requirement the work may be diverted to any workshop division under jurisdiction of Elect. Workshop Circle, PVVNL, Meerut with the approval of Agreement Authority.

**Signature of Tenderer
with Seal**

TENDER PROFORM A

(To be filled & submitted by the Tenderer in Tender Bid Part –I)

IMPORTANT INSTRUCTIONS TO THE TENDERERS

Your e-tender shall not be considered, if you fail to submit this Performa duly filled. Replies should be complete without ambiguity and should be clearly written against each item.

Terms such as “Refer covering letter etc.” shall not be acceptable. You may, however, attach extra sheets, if the space is not sufficient.

Sl. No	Particulars	
1	Specification No. against which you have tendered	
2	UTR details by which cost of tender Specification was deposited by you.	
3	Name & Address of the tenderer.	
4	Email Id of contractor	
5	Mobile no. of contractor	
6	Whether tenderer is Prime Contractor or Petty Contractor with power of attorney of manufacturer (authentic proof regarding agents of manufacturer to be enclosed)	
7	UTR details and Amount of earnest money deposited with full Details.	
8	Type of Firm (i.e. proprietary firm, Partnership firm, Pvt. Ltd. Firm, Public Ltd. Firm etc.)	
9	Full Quantity offered (Yes/No.)	
10	Do you agree to all conditions of Form - A/B of tender Specifications. If not, state the modifications clearly in the schedule enclosed which you would desire in Form – A/B other terms & conditions (It may please be noted that, it shall be entirely at the discretion of the competent authority to accept or reject the modifications proposed.)	
11	Name & Detailed address of your Authorized representative against this order / agreement	
12	Name & detailed address of tendered/ proprietor / partners / Directors be given.	
13	Give two references who can certify your financial status & capability to undertake such supply order one of the reference should be a scheduled Bank of India.	
14	Do you confirm that are no typographical errors/ omissions in your tender & all other documents, forming part of the tender (answer Yes / No)	
15	Would you agree validity period of 180 days against this tender (Yes/No)	
16	What is the completion / delivery period, pl. state if the completion is guaranteed under penalty? (Yes/No)	
17	Are you agreeable to the completion period being reckoned from the date of receipt of letter of acceptance by you? (Yes/No)	
18	Do you agree to furnish security deposit, if order is placed with you ? (Yes / No)	
19	Give Details of Class ‘A’ License issued by Electricity Safety Directorate & its validity.	

20	Pl. Enclose the certified copy of the latest income tax clearance certificate/Income Tax return Acknowledgement.	
21	Weather all the schedule & documents required have been submitted or not ? (Yes/No)	
22	What is your PAN No.	
23	What is your GST No.	
24	The bidder should have a minimum average annual turnover (MAAT) (150% of Estimated cost) per annum for the best three financial years out of the last five financial years. The audited balance sheet / CA's certificate with UDIN Number shall be enclosed in support of above failing which the bid shall not be considered. (Yes/No)	
25	What is your Bank A/c No. & Name of Bank.	

TECHNICAL SPECIFICATION AND PRICES		
26	Are the work/items offered, in accordance to the specifications of the tendering authority. (Yes/No)	
27	Pl. indicate clearly if the quoted prices are Firm & Firm in all respect throughout the currency of the contract / agreement. (Yes/No)	
28	If the quoted rates are inclusive of any taxes /duties / other charges, give details of such taxes /duties / other charges, included & at the rate(s)	
29	Pl state, if you would claim any other charges over & above the prices as extra, which are not covered above. If Yes, Pl. state each separately indicating the amount in Rs. Against each per unit basis.	
30	Do you offer any discount and if so, then what is the rebate / discount in Rs. Per unit?	

Signature of the Tenderer with seal.

Short Term E-T.No. 41/E.Workshop C./MRT/2023-24

M/s.....
.....
.....

To,
**The Superintending Engineer,
Electricity Workshop Circle
PVVNL, Meerut.**

Dear Sir,

With reference to your tender for the above work, I/We offer to submit our proposal having rates for site, erection at site in the schedule annexed or such portion thereof, as you may determine in strict accordance with the terms, conditions and instructions to the tenderer and conditions of the tender and sale contained in Part-1 of the above referred tender to the satisfaction of the seller or in default thereof to forfeit to and pay to PVVNL, 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. in the form of RTGS/NEFT from the Firm's Current Account having UTR no.dt..... vide (Name of Bank) as tender cost has been deposited in the **Executive Engineer, Electricity Workshop Division, Meerut. Bank A/C No: 1403900519, IFSC Code: CBIN0282337 Central Bank of India, Jail Chungi Branch, Meerut.** The proof of the same has been annexed with the bid proposal. A sum of Rs. in the form of RTGS/NEFT having UTR no.dt.....vide (Name of Bank) as earnest money. The proof of the same has been annexed with the bid proposal, the full value of which shall be retained by the PVVNL on account of earnest money security deposit specified in the said condition of contract.

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

Firm RTGS Details:-

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

Firm current account number-

Name of Bank with address:-

IFSC code of the branch-

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

UTR no.-

Yours faithfully,

**Signature of the Tenderer
(With complete address & Seal)**

NOTE: Please note that no money transfer through IMPS transaction will be accepted at all

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

Part-1
DECLARATION

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

Tender Invited by:- Superintending Engineer, EWC, PVVNL, MEERUT.

Tender for:-

From:-

Name of Tenderer:-

Specification no.:- **Short Term E-T.No. 41/E.Workshop C./MRT/2023-24**

Date of opening of bid part-1:-

IN CONSIDERATION of the EWC, PVVNL, Meerut 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 PVVNL 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 of2023

Place:

Signed by

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

Part-1
DECLARATION

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

Undertaking/Declaration by the bidder

Tender Invited by:- Superintending Engineer, EWC, PVVNL, MEERUT.

Tender for:-

Name of Tenderer:-

Specification no.:- **Short Term E-T.No. 41/E.Workshop C./MRT/2023-24**

(A) “Regarding Conflict of Interest”

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

(B) ”Regarding black listing/Debaring of the firm”

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

In case, at any stage if the above declaration is found false or incorrect, the SE, EWC, Meerut shall be free to take any punitive / legal action against us, as may be deemed fit , which shall be acceptable / binding on us and the consequences shall be to our account.

(C) “Regarding information/details Given”

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

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

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

Signed this day of2023

Place:

Signed by

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

ANNEXURE-VII

(To be filled & submitted by the Tenderer in E-Tender Bid Part –I)

DEVIATIONS FROM TERMS AND CONDITIONS OF E-TENDER DOCUMENT/ FORM A&B & OTHER TERMS & CONDITIONS OF UPPCL/P.V.V.N.L.

AGAINST : **Short Term** E-TENDER NO. **41**/E. Workshop C./MRT/ **2023-24**

I/We the undersigned have carefully examined {The General Conditions of contract form A and other terms & conditions of the tender specification} and I/We hereby confirm that all the terms & conditions contained in form A and other terms and conditions of tender specification under reference are acceptable to me/us with the following deviations :

Sl. No.	Description of Clause No. etc.	Stipulated in UPPCL/ P.V.V.N.L. specification	Deviation offered	Remark, if any
1	2	3	4	5

Signature of contractor with seal

Date

Place:

Address:

Short Term E-Tender No. 41/E. Workshop C./MRT/2023-24

Tenderers are requested to go through the instructions carefully and furnish complete information, along with their tender offer, failing which their offers may not be considered at all tenders shall be received in two parts {Part-I (Tender Cost, Earnest Money & Technical Bid, pre qualifying Conditions) and Part-II- Price Bid} will be filled up in E-Tender Website <http://etender.up.nic.in>

- Tenderer shall upload following documents on e-tender portal www.etender.up.nic.in using his digital signature.
- The bidders have to fulfil following minimum conditions of experience and financial competence in order to qualify for consideration this tender:
- The Tender submissions of bidders, who do not qualify the minimum eligibility criteria, is liable to be rejected and shall not be considered for further evaluation.
- **JV(Joint Venture) is not allowed.**
- निविदाकार को निविदा के भाग-प्रथम(निविदा शुल्क, धरोहर राशि, तकनीकी बिड) में अधोलिखित Pre-Qualifying Conditions के अनुसार प्रपत्र E-Tender Website <http://etender.up.nic.in> पर Upload करना आवश्यक होगा। उक्त प्रपत्र मण्डल कार्यालय में physical रूप में स्वीकार नहीं किये जायेंगे। उक्त निविदा का द्वितीय भाग(प्राइस बिड), केवल उन्हीं फर्मों को खोला जायेगा, जो अधोलिखित Pre-Qualifying Conditions में अर्ह करेगी।

Eligibility Criteria/Pre-Qualifying Conditions for Part-I**a. Tender Cost, Earnest Money & Technical Requirement: -**

- 1- Copy of RTGS/NEFT Bank Receipt on a/c of Tender Cost in single transaction from the Firm,s Current Account which shall be deposited in the current bank A/c. of Executive Engineer, Electricity Workshop Division, Meerut through RTGS/NEFT in Bank A/c No. 1403900519, IFSC: CBIN0282337, Central Bank of India, Jail Chungi, Meerut.
- 2- Copy of RTGS/NEFT Bank Receipt on a/c of Earnest Money in single transaction from the Firm,s Current Account which shall be deposited in the current bank A/c. of Executive Engineer, Electricity Workshop Division, Meerut through RTGS/NEFT in Bank A/c No. 1403900519, IFSC: CBIN0282337, Central Bank of India, Jail Chungi, Meerut.
- 3- The bidder should have a valid G.S.T Registration. (Provide copy) Provisional Certificate not be accepted.
- 4- The bidder should have a valid PAN card copy. (upload copy)
- 5-Copy of (AY-2022-23, FY-2021-22)/latest Income Tax Return Acknowledgement/Clearance Certificate (upload copy)
- 6-Under taking for Not black listed/debarred from business in any Govt./Semi Govt./PSU/local Bodies etc. as per (Annexure-VI enclosed) on Rs. 10.00 non judicial stamp paper (Stamp paper should be not older than 6 months from the Ist. Date of Opening of part-I of this Tender on E-Tender Website <http://etender.up.nic.in>). Above Under taking for the tender should be the current date (primarily after the date of floating the tender).
- 7- The bidder should have a Class 'A' Electrical License, issued by Electricity Safety Directorate of UP (minimum validity Ist. Date of Opening of part-I of this Tender on E-Tender Website <http://etender.up.nic.in>). or in case of renewal of license for FY 2023-24, acknowledgement copy of Elect. Safety Department should be submitted. (Upload copy).
- 8- Declaration as per (Annexure-V enclosed) about proposal in response to the above invitation shall not be withdrawn within 180 days from the date of opening of Part-I of this Tender on Rs. 10.00 non-judicial stamp paper. (Stamp paper should be not older than 6 months from the Ist. Date of Opening of part-I of this Tender on E-Tender Website <http://etender.up.nic.in>). Above Declaration for the tender should be the current date (primarily after the date of floating the tender).
- 9- The bidder should have a minimum average annual turnover (MAAT) of Rs. 54.42 Lacs (Exclusive of GST) (100% of Estimated cost) per annum for the best three financial years out of the last five financial years. The audited balance sheet, CA's certificate with UDIN Number on following Performa (containing Firm's Turnover details without G.S.T) shall be enclosed in support of above, failing which the bid shall not be considered. (Uploading copy mandatory)

Sl.	Financial Year	Firm's Turnover (without G.S.T)
1		
2		
3		
4		
5		

10- 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 in profit and loss account for current year) and intangible assets with UDIN Number shall be enclosed in support of above failing which the bid shall not be considered.

11- The bidder should have a minimum solvency of Rs. (25% of estimated cost) or credit facility (not older than 12 Months from the 1st. date of opening of Part-I of this tender on E-Tender Website <http://etender.up.nic.in> and it should be issued from Nationalized/ scheduled bank Only.

12- The bidder shall have to valid character certificate issued from the District magistrate along with the techno commercial part of the bid document issued. (minimum validity **1st. Date of Opening of part-I of this Tender** on E-Tender Website [http:// etender.up.nic.in](http://etender.up.nic.in)).

13- The bidder should have successfully completed the **work for carriage & replacement of Transformers with providing of vehicle and labour** in the last Five year as prime contractor in Govt/ Semi Govt. organization from the date of opening of bid part-1. (Performance/Experience certificate copies are to be enclosed)

14- The bidder should have successfully completed the **work for carriage & replacement of Transformers with providing of vehicle and labour** in the last Five year as prime contractor in Govt/ Semi Govt. Organization from the date of opening of bid part-1.(Agreement/Order are to be enclosed) as below:-

A- Bidder Should have successfully completed the **work for carriage & replacement of Transformers with providing of vehicle and labour** in single order having minimum order value 80% of estimated cost of similar nature or higher rating work.

or

B- Bidder Should have successfully completed the **work for carriage & replacement of Transformers with providing of vehicle and labour** in maximum two order having minimum order value 50% of estimated cost of similar nature or higher rating work.

or

C- Bidder Should have successfully completed the **work for carriage & replacement of Transformers with providing of vehicle and labour** in maximum three order having minimum order value 40% of estimated cost of similar nature or higher rating work.

In Case of Firm's is a Limited Company / Pvt. Limited Company/ Partnership Firm or Authorized signatory is different from Firm's Proprietor . Tenderer has to submit a valid Board Resolution, Partnership deed & Singing Authority letter, Power attorney with tender document, failing which Bid Part-II(Price Bid) will not be opened of such Tenderer.

Signature of Tenderer
With Seal

Short Term E-Tender No. 41/E. Workshop C./MRT/2023-24

Tender Bid Part- II: It shall contain Price Bid only and shall be uploaded on www.etender.up.nic.in:

Important Note: Tender Bid Part-II of only those firms shall be opened which comply by uploading of desired documents of pre qualifying conditions Part-I in E-Tender of the Bid. Part-II of those firms which fail to submit the above records shall not be considered.

- 1.02 In case of any inconsistency with the provisions of Form A & B of UPSEB/UPPCL the provisions under special conditions of the tender will prevail.
- 1.03 Tenderers are requested to submit the price schedule appendix duly filled in (item by item) as required and should strictly follow the instructions to facilitate the tendering authority to prepare Comparative Statements.
- 1.04 Any portion of “Terms & conditions” as laid down in the condition of the contract, Form A & B of UPSEB/UPPCL along with nature of work etc, which is not clear to the tenderer should be got clarified before submission of the tender. Tenderers are requested to adhere to all clauses of the contract Form A & B of UPSEB/UPPCL to facilitate finalization of the contract. In case, they are unable to do so, should state the particular clause of the conditions which may not be acceptable to them & should support alternative for consideration.
- 1.05 The tendering authority does not suggest /pledge to accept the lowest of any tender & reserves to himself the right of rejecting the whole or any portion of the tender as he may think fit without assigning any reason for non acceptance or selection.
- 1.06 Tendering authority reserves the right to revise or amend the tender. Such revision & amendment, if any, will be communicated to all tenderers as amendment or addenda to this invitation of the tender.
- 1.07 Any action on the part of the tenderer to revise the price/prices and/or the change the structure of price/prices at his own instance after opening of tenders may result in rejection of tender & also debarring him from submission of the tenders to the P.V.V.N.L./ Corporation at least for one year.
- 1.08 Any approach etc., officially or otherwise on the part of the tenderer or his representative shall tantamount to his offer liable to be summarily rejected.
- 1.09 Tender fee in single transaction which shall be deposited in the current bank A/c. of Executive Engineer, Electricity Workshop Division, Meerut through RTGS/NEFT in Bank A/c No. 1403900519, IFSC no. CBIN0282337, Central Bank of India, Jail Chungi, Meerut.
- 1.10 Earnest Money in single transaction which shall be deposited in the current bank A/c. of Executive Engineer, Electricity Workshop Division, Meerut through RTGS/NEFT in Bank A/c No. 1403900519, IFSC no. CBIN0282337, Central Bank of India, Jail Chungi, Meerut.
- 1.11 Copies of Bank receipt (RTGS/NEFT) for document cost and earnest money should be uploaded in Part-I of tender.
- 1.12 The Tender fee once deposited will not be refunded under any circumstance whatsoever.
- 1.13 In case of ambiguous or self contradictory terms/conditions mentioned in the tender specification, interpretations as advantageous to the P.V.V.N.L./Corporation shall be taken without any reference to accept the deviations or not.
- 1.14 Any overwriting /omitting/erasing etc. in the tender should be duly signed & stamped.
- 1.15 In no case payment will be made by the Letter of Credit.
- 1.16 Contractor has to take all safety measure and will provide safety equipment like Hand Gloves, Boots (Electric Shook proof), Helmet, safety Jacket etc. to each employee deployed by the firm.
- 1.16 The Earnest Money deposited by the tenderer will be refunded after finalization of tender, in the event of his tender being rejected/not accepted. In the event of tender being accepted, the Earnest Money shall be retained by the tendering authority and adjusted against the security deposit specified under and shall be released only on satisfactory completion of work.
- 2.00 Only tender of those tenderers shall be considered who have sufficient experience for execution of such type of works during past & have necessary resources & organization to undertake the work tendered for to the satisfaction of the tendering authority.
- 3.01 All the tenderers must furnish a list of agreements executed by them during last five years.
- 3.02 All the tenderers must submit past performance reports of any of such type of works carried out by them.
- 3.03 The quantity of work may be extended by 50% and completion period may be extended for further Six month on mutual consent of both parties & only after approval from Competent Authority.

- 4.00 **VALIDITY OF OFFER:** Tenderers shall ensure that their rates are firm and will be valid for 180 days from the date of opening of the tender & are not subject to variation on any account.
- 4.01 **COMPLETION PERIOD:** Period for the execution of work is 12 months From the date of LOI/Agreement/Order or till exhaust of tender value whichever is earlier.
- 5.00 **PRICES:**
- 5.01 The Tenderers must quote their prices (item wise) in the Price Schedule (BOQ) uploaded on e-tender website.
- 5.02 The quoted prices shall be firm & firm in all respect throughout period of the Contract/agreement. No variation in the prices shall be allowed in any circumstances.
- 5.03 Tenderer should note clearly that the tenders with variable prices shall not be considered at all.
- 5.04 Any other charges/duties/taxes/levies etc. should be specifically mentioned separately in the price schedule.
- 6.00 **SCHEDULE OF DEVIATION FROM GENERAL CONDITIONS OF FORM A &B & SPECIAL CONDITIONS:**
- The tenderers should clearly state whether all the provisions of tender specification application to this tender, are acceptable to them & incase of any deviations the same should be clearly mentioned and submitted along with their tender in the enclosed proforma.
- 7.00 **PAYMENT:**
- Running payment may be made on month wise basis as per agreement subject to the availability of the funds.
- 8.00 **DISPUTE:**
- For any dispute arising out of this tender in between the tendering authority and the contractor. The Director (Tech.), P.V.V.N.L., Meerut will decide the dispute and his decision will be binding on both the parties.

Signature of Tenderer
With Seal

SPECIAL TERMS & CONDITIONS :

1. The Contractor shall be solely responsible for any losses/ accident to the persons working with under them and shall have to pay due compensation in accordance with the prevailing rules / regulations of Government Contractor.
2. The contractor shall arrange to have insurance for the labour deployed by them and shall have to pay due compensation in accordance with the same. The Corporation will not bear any responsibility for the compensation to his manpower in case of any accident.
3. The man power deployed by the firm, should have sufficient experience for execution of electrical works and well conversant with the electrical system.
4. Concerned officer of UPPCL have no right to issue any type of experience certificate in respect of man power deployed by the firm.
5. The contractor should see the Workshop/ Working place before starting repair & renovation work and satisfy him or herself to ensure that Indian Electricity Rules should be followed strictly.
6. The work shall be carried out strictly in accordance with the P.V.V.N.L. Practices RESSPO Drawings, directions of the P.V.V.N.L. /UPPCL representative and prevailing Indian Electricity Rules/Acts.
7. The contractor shall be solely responsible for any accident to the persons working with/under him and shall have to pay due compensation in accordance with the prevailing rules/regulations of Govt. Contractor shall arrange to have insurance for labours engaged by him and shall have to pay due compensation in accordance with the same. The Corporation will bear no responsibility for the compensation to his labour in case of any accident.
8. All the technical works covered under this specification, shall be carried out by well trained workmen.
9. Purchaser, on his discretion, may send and randomly selected sample from the supplied lot for any/all testing as per technical specification / ISS in any of the NABL accredited lab. The result of such tests shall be final and binding on both the purchaser & Supplier.
10. The Engineer of the contract can terminate the agreement at any time by giving one months notice in the event of unsatisfactory performance of the contractor. This is however without prejudice to the offer and terms and conditions of the agreement.
11. Variation in Agreement quantity may vary upto any extent as per work requirement, but value of the Agreement may not vary at all.
12. The contractor is required to abide by the provisions of the labour/industrial laws such as payment of minimum wages to labour engaged by them for execution of work etc.
13. **CONTRACTOR'S REPRESENTATIVE:** The names of the authorized representative, if any and their local address, will be intimated by the contractor within one week time, from the date of execution of agreement. The contractor will intimate to the Execution Authority/ Engineer of contract, changes if any, in the local address of the contractor's representative immediately on occurrence of any change. The responsibility for non receipt of intimation due to change in address will be on the contractor.
14. The contractor should see the Workshop/ Working place before starting repair & renovation work and satisfy him or herself to ensure that Indian Electricity Rules should be followed strictly.
15. The work shall be carried out strictly in accordance with the P.V.V.N.L. Practices RESSPO Drawings, directions of the P.V.V.N.L. /UPPCL representative and prevailing Indian Electricity Rules/Acts.
16. **SECURITY DEPOSIT:** 10% of contracted amount shall be deposited by contractor in form of **FDR/CDR/BG** of Nationalized Banks (valid for Twelve month) in favour of concerned Executive Engineer (Workshop) at the start of work and shall be refunded after satisfactory completion of Agreement and as per guarantee clause.
17. **PRICES:** The prices shall remain "FIRM & FIRM" in all respect exclusive of statutory taxes throughout the currency of the contract/ agreement. No variation in the cost will be allowed at any cost.
18. **PAYMENT:** Payment shall be made against running bills once during the month. Pre-receipted bill to be submitted by the contractor in duplicate to the concerning **Executive Engineer, Electricity Workshop Division**. In no case, payment will be made by letter of credit.
19. **PENALTY:** Penalty for delay in completion of works shall be levied @0.5% per week subject to maximum of 10% value of in-completed portion of work.
20. Any damage or loss of, public property/Nigam's material shall have to be borne by the contractor.
21. **ARBITRATION/SETTLEMENT OF DISPUTE:** In case of any dispute arises in between the contractor and the Engineer of contract, the decision of Director Technical, P.V.V.N.L., Meerut will be final and binding on both.
22. **TERMINATION OF AGREEMENT:** The Engineer of the contract can terminate the agreement at any time by giving one months notice in the event of unsatisfactory performance of the contractor. This is however without prejudice to the offer and terms and conditions of the agreement.
23. In case of requirement the work may be diverted to any workshop division under P.V.V.N.L.

**Signature of Tenderer
with Seal**

TECHNICAL SPECIFICATIONS AGAINST SHORT TERM E-TENDER NO. 41/EWC-MRT/2023-24 FOR REPLACEMENT OF DAMAGED TRANSFORMERS UNDER DISTRICT RAMPUR.

Sl. No	Name Of Work	Vehicle	Period in Months	Qty
1	Providing GPS Enabled diesel operated commercial vehicle such as Mahindra Bolero Pick-up, EICHER1059/Swaraj Mazda(min 14 feet) or equivalent vehicle including the work of loading of T/f in workshop/store, safe carriage up to the site, unloading of damage T/F, Installation of healthy T/F and safe back carriage of damaged T/F up to workshop/DTC Center/Stores and its unloading. T/F Capacity (10 KVA to 1000 KVA) including charges of driver, required labour, chain pulley block & other required T&P and equipment. complete in all respect as per Technical Specifications. The Vehicle shall be taken on hire along with driver & minimum 1 no. skilled and 2 no. unskilled labour which will compulsorily be available for more than 12 hours a day, till completion of pending work of that day. First aid-kit shall have to be made available with vehicle. The Vehicle shall be taken on hire in good condition and model of vehicle should not be older than five years. The vehicle should have proper road permit and insurance with all taxes paid, having valid pollution certificate for the vehicle during period of contract will also be responsibility of contractor. and as per Terms & Conditions enclosed.	Mahindra/ Bolero Pick –Up	May To October (06 Months)	09 Nos.
		Mahindra/ Bolero Pick –Up	November To April (06 Months)	03 Nos.
		Eicher 1059/Swaraj Mazda (14 feet)	May to April (12 Months)	01 Nos.

SCOPE OF WORK :

“**PROVIDING GPS ENABLED VEHICLE FOR REPLACEMENT OF DAMAGED TRANSFORMERS IN THE JURIDICTION OF DISTRICT RAMPUR.** The scope of work also includes Providing GPS Enabled diesel operated commercial vehicle such as **Mahindra Bolero Pick-up, Eicher 1059/Swaraj Mazda (Min.14 Feet)** or equivalent vehicle including the work of loading of T/f at workshop/store, safe carriage up to the site, unloading of damage T/F, Installation of healthy T/F and safe back carriage of damaged T/F up to workshop/DTC Center/Stores and its unloading and safe placement of T/Fs Capacity **(10 KVA to 1000 KVA)** including charges of driver, labour, material handling/lifting equipment etc. complete in all respect. Manpower (1 skilled +2 unskilled labour) provided by contractor shall not indulge in any electrical connection work. Man power provided by the contractor will manage/cooperate/facilitate in loading/unloading of transformers at site with T&P, man power etc with line man (distribution)/J.E.(distribution) but shall not open or make H.T./L.T. connection etc.

Regarding BOQ, it is also clarified that transformers of capacity of **10 KVA to 1000 KVA** (including PTW Transformers) shall be got replaced by workshop divisions only in rural area of the districts, not in District-head quarters, RAPDRP & IPDS towns under this tender.

SPECIAL TERMS & CONDITIONS

- The Vehicle shall be taken on hire in good condition and model of vehicle should not be older than five years. The vehicle should have proper road permit and insurance with all taxes paid, having valid pollution certificate for the vehicle during period of contract will also be responsibility of contractor.
- Contractor will provide the Vehicle shall be taken on hire along with valid Licenced Driver & minimum 1 No. Skilled and 2 No. Unskilled labour and it/they will compulsorily be available for more than 12 hours a day for Carriage work in Workshop, till completion of pending work of that day. Contractor has to follow all labour Law and take safety measure and will provide safety equipment to its team. First aid-kit shall have to be made available with their vehicle.
- Chain tackle/Hydra/Crane & material handling/lifting equipment, required for the above work shall be arranged by the contractor.
- GPS System:-** GPS device complete in all respect of renowned company along with 3G/4G sim, as the case may be, shall be installed in the vehicle by the contractor, running charges of sim etc. shall be borne by the contractor. Contractor/vendor shall provide a system/software for VTS (vehicle tracking system) to view the real time location, history and the route travelled. Penalty of Rs. 5000/- per month per vehicle will be imposed for non-installation/non-working of GPS system. Amount shall be deducted from the bill of corresponding month.

5. A.E.(Workshop)/J.E.(Workshop) will issue the work memo for taking up the replacement of transformer mentioning job no., capacity of transformer and place of site/damage. The contractor shall have to complete the work within 24 hrs. as soon as work memo is issued to contractor from workshop J.E. (In-Charge) / Assistant Engineer (Workshop) to do the work, failing which penalty of Rs. 2,000/- per T/F and the actual cost of replacement will be deducted from the bill.
6. Driver/skilled person engaged by the contractor will take photo of transformer double pole (with villagers/Gram Pradhan/ PTW owner or any other responsible person and send the same to J.E. workshop, as soon as transformer is replaced. Photo of damage transformer along with D/P before removal of transformer from D/P and healthy transformer after installation on DP shall be taken by driver/ skilled person engaged by the contractor for submission to Department. During the time of replacement of damaged T/F, details of double pole/Transformer shall be noted by representative of contractor in the format given by Department & shall be submitted to AE workshop concerned daily.
7. Mobil oil/brake oil, other consumable and non-consumable items shall be provided by the contractor at his own cost.
8. Transportation of transformer will be done as specified in the work memo/ Gate pass. Diversion to destination shall not be done by Firm/firms representative.
9. In general, work of replacement of damaged transformer is to be carried out in the whole / rural area including PTW connections under scope of BOQ Workshop area and associated workshops under concerned division, but in case of emergency / requirement engaged vehicles may be diverted to cater replacement of damaged Transformer in other workshop/ districts of PVVNL Also.
10. Variation in quantity of Vehicle engaged may vary upto $\pm 50\%$ as per work requirement & depending upon seasonality and after approval from Concerned Executive Engineer, E.WD, but value of the Agreement may not vary at all.
11. If at any moment any conflict arises between general conditions erstwhile UPSEB FORM A&B special condition of this tender, the special conditions(mentioned here) shall prevail.
12. **SECURITY DEPOSIT**: 10% of contracted amount shall be deposited by contractor in form of **FDR/CDR/ Bank Guarantee** of Nationalized Bank (valid for Twelve month) to concern Executive Engineer at the time of start the work and shall be refunded after satisfactory completion of Agreement .
13. **PRICES** : Quoted prices shall remain "FIRM & FIRM" in all respect, exclusive of GST throughout the currency of the contract/ agreement.
14. **TAXES** : G.S.T shall be paid extra as per rules (maximum 18%) Proof of deposit of GST received by contractor from Division against his bills/Invoice shall be submitted to the concerned EE, EWD by Contractor. Concerned EE, EWD will be responsible for Verifying the G.S.T amount paid to the contractor against his bills /Invoice against deposited amount by the Contractor in the G.S.T Department.
15. **PENALTY** : Minimum 60 Nos. Transformers (as per availability & indents) shall be replaced per month by each vehicle engaged otherwise deduction in bill will be done on pro rata basis.
16. **TERMINATION OF AGREEMENT**:
 - (i) The Engineer of the contract can terminate the agreement at any time by giving one months notice in the event of unsatisfactory performance of the contractor. This is however without prejudice to the other terms and conditions of the agreement.
 - (ii) Contractor/contractor- representative/workers shall not demand anything in kind or cash from the consumers in lieu of work. If such evidences are found then agreement will be terminated without any notice & other legal action will also be taken.
 - (iii) On evidences of theft / misuse of transformer oil/materials of department by contractor/person engaged by the contractor. Contract/Agreement will be terminated without any notice and legal action shall also be taken.
 - (iv) In addition to penalty as mentioned in penalty clause repeated failure of contractor to replace and returning back damaged transformer to Workshop/Store/DTC Center within time will lead to termination of contract.
17. Contractor shall handle damaged/repared/new transformers with proper care. Any damage/loss of transformer, transformer body, transformer oil or any other parts /material of PVVNL during loading/carriage/unloading/stacking etc shall be the sole responsibility of the contractor. Same shall be compensated by him or will be recovered from his bills by the concerned Executive Engineer (Workshop). If he is satisfied that loss/damaged is due to negligent/ mollified working of the contractor or its employees.

18. Diesel shall be provided by the department. The vehicle should not give average less than **10Km/liter** in case of **Mahindra Bolero Pickup / equivalent.** and **06 Km/Liter** in case of **Swaraj Mazda/Eicher 1059 /equivalent (min. 14 feet Vehicle)**
19. If a vehicle, already intimated & engaged by contractor, is replaced by him with another vehicle it shall be intimated by contractor in writing to circle & division office.
20. Driver of the vehicle/or skilled person employed by the contractor shall be given smart phone (Android based, Minimum OS version: 4.4, Minimum Ram: 2 GB, Location: GPS enabled, Camera: 2 mega pixel or higher, Screen: 5 inch minimum, Connectivity: 4G) along with 3G/4G SIM by the Contractor. Mobile app devised/provided by the department for the work will be required to be downloaded in the smart phone by the contractor. App shall be used as per the Instructions of PVVNL. The app will evolve over the period of time and vendor shall use the functionality as per the requirement of PVVNL.
21. Taking Proper shutdown of 11KV Line/Feeder, Proper earthing, opening & making connection properly shall be arranged by concern Junior Engineer (Distribution)/Line man (distribution of the feeder).
22. In No-case this team, shall indulge in the work of electrical connections (opening or making).
23. Contractor shall get each and every, person employed by him insured for Rs. 5.0 lacs, with any general insurance company.
24. In the event of any accident contractor shall arrange immediate treatment in the govt./private hospital/Nursing home/Trauma Center, as the case may be, at his own cost. So he shall get all his employees insured for such medical treatment under cash less, medical/accidental policy of general insurance company.
25. Contractor shall provide additional vehicles or withdraw on a notice of 07 days by the concerned EE. Workshop.
26. Expenditure incurred on maintenance/repairs/servicing will be borne by the contractor.
27. Vehicle should be properly insured. Any damages due to accident, agitation, fire, theft, riots or jam or whatsoever reason will be borne by the contractor. PVVNL will not entertain any claim whatsoever in this regard.
28. Any accident fatal or minor, if takes place PVVNL shall not be responsible for any loss/damages etc. to any party.
29. Damage of transformer/other material of PVVNL during loading/unloading/carriage has to be compensated by the firm.
30. Driver/labour shall in no way be considered for employment in PVVNL under any circumstances, It shall always remain the employee of the contractor.
31. Income Tax or any other Govt. levy applicable from time to time under rules shall be deducted from Contractor bill.
32. Legal Claims of driver & labours if any arises at any time will be responsibility of the contractor.
33. All rules and regulations of PVVNL/UPPCL or erstwhile UPSEB FORM "A&B" shall be strictly followed by contractor.
34. The contractor will write on vehicle in large font. "पश्चिमांचल विद्युत वितरण निगम लि०, के अन्तर्गत क्षतिग्रस्त परिवर्तक बदलने हेतु अनुबन्धित वाहन" ।
35. The contractor should ensure the payment of minimum wages to labours and driver by cheque/RTGS/NEFT as per norms.
36. All rules and regulation imposed by ministry of labor govt. of U.P. and Deptt. of Electrical safety will be applicable for this work.
37. Copy of vehicle registration Certificate/ insurance/road tax and road permit/ has to be submitted in concerned EWD Office by the firm.
38. Ownership of the vehicle must be either in the name of firm or proprietor or he may also furnish the copy of registered power of attorney in the name of firm/proprietor.
39. Driver must have commercial vehicle driving license and copy of the same has to be submitted in concerned Division Office.

40. Character certificate duly issued from District Administration has to be submitted.
41. All men and T&P including rope, chain tackle, bamboo ladder, safety belt, and hand gloves, gumboot etc. will be arranged by the Contractor.
42. The contractor shall not employ the labour below the age of 18 years.
43. Vehicle may be utilised for carriage of material / Transformers including loading & unloading from one workshop/ Store to other workshop/Store /sub-stations in case of emergency /requirement. विशेषतः अनुबन्धित **Mahindra Bolero Pick-up, Swaraj Mazda/Eicher 1059 /equivalent (min. 14 feet Vehicle)** का प्रयोग, खराब/मरम्मतशुदा/स्वस्थ परिवर्तकों/सामग्री की एक कार्यशाला/भण्डार से दूसरी कार्यशाला/भण्डार में ढुलाई, में किया जायेगा, जिसमें इनकी लोडिंग व अनलोडिंग सम्मिलित होगी। लोडिंग व अनलोडिंग में श्रमशक्ति एवं मैटेरियल हैंडलिंग/लिफ्टिंग उपकरणों के प्रयोग पर आने वाले सम्पूर्ण व्यय को फर्म द्वारा वहन किया जायेगा।
44. During loading, unloading of transformers at workshop/store/sub-stations/site all precautions & safety measures have to be ensured by the firm.
45. Monthly bills shall be required to be submitted by the firm in concern Division office within seven days after completion of the month & 100% payment shall be made by Executive Engineer after deductions of taxes/penalties as per rules and as per availability of funds.
46. **PERIOD OF AGREEMENT** : Period of the tender will be one year from the date of L.O.I./Agreement./ Date of work Start or till exhaust of Agreement Value, which is earlier However, depending upon the performance of agency or as per requirement of P.V.V.N.L contract may be terminated at any time with prior notice to the firm. Period of contract may be extended for another six months on mutual consent.
47. The Agreement Amount (Face Value) under this Tender may be extended by up to limit of 50% and also Agreement period may be extended for additional Six month on mutual consent of both parties subject to the Approval from Competent Authority.
48. **EXECUTION OF WORK** : Execution of the work will be done under guidance of concerned Executive Engineer, EWD along with supervision of concerned AE/JE. AE workshop shall be nodal for damage transformer replacement within 48 hours under the area linked with the Workshop/District & contractor shall abide the instructions of AE workshop as required at site
49. Payment for additional vehicle under variation clause shall be made on pro-rata basis for the days of engagement of the vehicle for the work and in case of reduced requirement of vehicle the payment shall be made accordingly.
50. Executive Engineer Concerned shall ensure that contractor has complied with the labour laws/regulations before making payments to the firm.
51. Replacement of damaged transformers within 48 hours from the registration of complaint is a must hence contractor has to engage the required man power along with material handling equipment for carrying out the work within defined time that is within 24 hours of getting the work memo. Contractor may use crane/hydra/other equipment in place of more labours to get the work carried out within time.
52. **COMPENSATION**: In case of any causality which have taken place with the labour during, the currency of agreement, contractor would be liable to pay the sums to the dependent of the labourers in accordance to workmen compensation act/orders of Corporation or Government.
53. The contractor will keep the vehicle in proper running condition. If vehicle comes under breakdown, the contractor will arrange another vehicle at his own cost within 6 to 8 hrs. After that it will be assumed that vehicle is not available and deduction will be made for that date from bill.
54. **ARBITRATION/SETTLEMENT OF DISPUTE**: In case of any dispute arises in between the contractor and the Engineer of contract, the decision of Director Technical, P.V.V.N.L, will be final and binding on both. All legal dispute will be under jurisdiction of Hon'ble High Court of Allahabad, U.P.
55. If at any moment any conflict arises between general conditions erstwhile UPSEB form A&B special condition of this tender, the special conditions (mentioned here) shall prevail.
56. In case of requirement the work may be diverted to any workshop division under jurisdiction of Elect. Workshop Circle, P.V.V.N.L, Meerut with the approval of Agreement Authority.

**Signature of Tenderer
With Seal**

अधोहस्ताक्षरी को उपरोक्त ई-निविदा में निविदाकार द्वारा अपलोड किये गये प्रमाण पत्रों, अनुबन्ध/कय/कार्य आदेश की प्रति एवं अन्य अभिलेखों को, उक्त के निर्गतकर्ता को प्रेषित कर, सत्यापित कराने अथवा निविदाकार फर्म से उक्त प्रमाण पत्रों, अनुबन्ध/कय/कार्य आदेशों आदि की मूलप्रति सत्यापन हेतु माँगने का पूर्ण अधिकार सुरक्षित है।