

Notice
Inviting Short Term Tender
PASCHIMANCHAL VIDYUT VITRAN NIGAM LTD.,
 पश्चिमांचल विद्युत वितरण निगम लि.,
VICTORIA PARK, MEERUT
 विक्टोरिया पार्क, मेरठ



विशिष्टीकरण संख्या: प0वि0वि0नि0लि0/मे0/मु0/16/सी0यू0जी0 सर्विस/2021-22 के अन्तर्गत प0वि0वि0नि0लि0 मेरठ डिस्काम के अन्तर्गत अधिकारियों/कर्मिकों के प्रयोगार्थ कारपोरेट CUG सिम सेवाएं प्रदान करने का कार्य।

कार्यालय
प्रबन्ध निदेशक,
पश्चिमांचल विद्युत वितरण निगम लि.,
विक्टोरिया पार्क, मेरठ
फैक्स : 0121-2668004

Date of opening: 16-02-2022

Tender Fees: Price Rs. 5900.00
(Including GST)


अधीक्षण अभियन्ता (मुख्यालय)
 पश्चिमांचल विद्युत वितरण निगम लि.
 विक्टोरिया पार्क, मेरठ

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(These may be downloaded from PVVNL website: - www.pvvnl.org and etender.up.nic.in available separately against title Tender.).

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अधीक्षक अभियन्ता (मुख्यालय)
रिचमोंबल विद्युत वितरण निगम लि.
विक्टोरिया पार्क, मेरठ


कार्यालय प्रबन्ध निदेशक
पश्चिमांचल विद्युत वितरण निगम लि०
विक्टोरिया पार्क, मेरठ

अल्पकालीन ई-निविदा सूचना

विशिष्टीकरण संख्या : प०वि०वि०नि०लि०/मे०/मु०/१६/सी०यू०जी० सर्विस/२०२१-२२ के अन्तर्गत प०वि०वि०नि०लि० मेरठ डिस्काम के अन्तर्गत अधिकारियों/कार्मिकों के प्रयोगार्थ कारपोरेट CUG सिम सेवाएं प्रदान करने हेतु विभिन्न टेलीकॉम कंपनियों से दिनांक १६-०२-२०२२ अपराह्न १२.०० बजे तक अल्पकालीन ई-निविदाएं आमन्त्रित हैं। विस्तार में सभी जानकारी, विवरण/डाउनलोड तथा अन्य किसी भी प्रकार के संशोधन/विस्तार के लिये www.pvvn.org, एवं www.etender.up.nic.in पर निविदा खुलने की दिनांक से पहले तक लॉग ऑन करे।

अधीक्षण अभियन्ता (मु०)
कृते प्रबन्ध निदेशक

राष्ट्र हित में बिजली बचायें "बिजली चोरी की सूचना हेल्पलाईन नम्बर पर दें : १८००-१८०-३००२ (मेरठ),
१८००-१८०-८७५२ (लखनऊ)"


अधीक्षण अभियन्ता (मुख्यालय)
पश्चिमांचल विद्युत वितरण निगम लि०
विक्टोरिया पार्क, मेरठ

**Office of the Managing Director
PVVNL, Victoria Park, Meerut.**

Bid Procedures:

Sale of Bid Document -

A complete set of Tender documents can be downloaded online by the bidders on payment of a non-refundable Rs.5900.00 (5000.00 tender fees + 900.00 GST 18%) (Rs Five Thousand Nine hundred only) through RTGS in favour of "SE (HQ), PVVNL" payable at Meerut.

The Tender document can also be downloaded from discom Web site i.e. www.pvvnl.org or E-tender website i.e. www.etender.up.nic.in. Both Parts shall be filled compulsorily online by visiting at www.etender.up.nic.in.

Earnest Money Deposit (EMD) -


All bidders are required to deposited **EARNEST MONEY of Rs.1, 00,000.00/- (Rs.One Lac only)** in the form of RTGS in favour of "SE (HQ), PVVNL MEERUT" payable at Meerut along with the bid.

The bids received without required Earnest Money & Tender fees shall be rejected without further reference. No interest shall be payable by PVVNL on the Earnest Money deposited by Bidder.

Detail of Bank :

Name of Account Holder	-	SE (HQ), PVVNL, Meerut.
Bank Account No.	-	3493639431
Name of Bank & Branch	-	Central Bank of India, Jail Chungi, Meerut.
I.F.S.C. Code	-	CBIN0282337

The undersigned reserves the right to reject any or all the tenders without assigning any reason thereto.


 Superintending Engineer (HQ)
 पश्चिमांचल विद्युत वितरण निगम लि.
 PVVNL, Meerut.
 विक्टोरिया पार्क, मेरठ

NOTE:

- i) This Agreement is to be filled in and enclosed with tender Bid Part-I.
- ii) To be made on non judicial stamp paper of Rs. 10/- + Revenue Stamp of Rs. 1/-.

AGREEMENT**Tender Invited by****Superintending Engineer (HQ)
PVVNL, Victoria Park, Meerut.****Tender Specification No****PVVNL/MT/HQ/16/CUG Service/2021-22****Tender Invited for (Name of work)** _____**Name of Tenderer** _____


In consideration of the **U.P. POWER CORPORATION LTD./ PASCHIMANCHAL VIDYUT VITRAN NIGAM LIMITED**, having treated the tenderer to be an eligible person whose tender may be considered, the tenderer hereby agree to the conditions that the proposal in response to the above invitation shall not be withdrawn within 180 days from the date of opening of tender bid Part –I & II, also to the conditions that if thereafter the tenderer does withdraw his proposal within the said period, the earnest money deposited by him may be forfeited to the U.P. Power Corporation Ltd. in the discretion of the later.

Signed this _____ day of _____ 2021.

Witness :

- (i)
- (ii)

**Signed by Tenderer
With Official Seal**


 अधीक्षण अभियन्ता (मुख्यालय)
 पश्चिमोत्तर विद्युत वितरण निगम लि.
 विक्टोरिया पार्क, मेरठ

(TENDER FORM)

Tender. No. PVVNL/MT/HQ/16/CUG Service/2021-22
(To be filled and submitted by the Tenderer in Tender Bid Part-I)

IMPORTANT INSTRUCTIONS TO TENDERERS:

Your tender shall not be considered if you fail to submit this form duly filled UP Replies should be complete without ambiguity and should be clearly written against each item. Terms such as "Refer covering Letter" etc. shall not be acceptance you may however, attach extra sheets if the space left is not sufficient.

S.No.	Particulars.	
1.	Tender No. against which you have tendered.	
2.	Receipt No. and date by which cost of tender specification was deposited by you.	
3.	Name and address of tendered.	
4.	Location of offices.	
5.	Amount of earnest money deposited with full details, be submitted here. (Enclose)	
6.	Quantity offered (if there are two or more items, state quantities separately with units) with tolerance.	Full.
7.	Do you agree to all conditions of the tender specification.	
8.	Name and detailed address of your authorized representative with email id and mobile No. against this tender.	
9.	Full name, Mobile number, and Email ID of Tenderers, proprietor / partners/Authorised Person/ Directors be given.	
10.	Do you agree to furnish 10% security deposit, if order is placed with you ? (Answer Yes/No).	
11.	Give GST Registration No. enclose copy	
12.	Please enclosed a certified copies of the latest Income Tax Clearance Certificate. Enclose copy	
13.	Firm Bank Details:-	
	Bank Name	
	IFSC Code	
	Account Number	
	Branch Name	
	Branch Address	
14.	Please enclose statement of past/ current supplies/ execution of works of similar nature alongwith order copies.	
15.	Whether all the scheduled and documents required have been submitted or not ?	
PRICE		
16.	If your quoted prices are inclusive of any taxes/ duties other charges except GST, give details of such taxes / duties other charges included and at what rates ?	
17.	Do you offer any discount and if so, then what is the rebate/ discount in Rs. Annually	

Date:

Place:

Signature of the Tenders
Name:


Status:

Seal of the Tendering Company

अधीक्षण अभियन्ता (मुख्यालय)
पश्चिमांचल विद्युत वितरण निगम लि.
विक्टोरिया पार्क, मेरठ

Paschimanchal Vidhyut Vitran Limited
NOTICE INVITING SHORT TERM TENDER

Department Name	PvvnL, Meerut
Tender SpecificationNo.	PVVNL/MT/HQ/16/CUG Service/2021-22
Tender Issuing Authority	SE (HQ), PVVNL, MEERUT
Address details of issuing authority	PvvnL, Victoria Park, Urja Bhawan, Meerut
Short Description	Providing 4G mobile phone services, should support in all type existing Handsets (i.e. 4G/3G/2G Handsets) in PVVNL under corporate plan.
Tender Publication	Tender specification can be downloaded from website www.etender.up.nic.in and www.pvvnL.org
Eligibility Criteria	As specified in NIT
Start date for downloading tender specification/tender documents	Date of uploading of tender
Last date for downloading specification/tender documents	16.02.2022 (12:00AM)
Last date for Bid Submission	16.02.2022 (12:00AM)
Bid Opening date.	16.02.2022 (16:00PM)
Payment mode.	Online (RTGS/NEFT)
Payment in favour of	SE (HQ), PVVNL, Meerut
Contact person names	Er.Rajendra Bhan Singh, Er.Madan Pal Singh
Contact phone no.	9193330045, 9193330040
Contact Email ID	pvvnLhq@gmail.com
Tender Documents Attachment.	As mentioned in the specification
Tender information in details.	As mentioned in the specification
Information regarding corrigendum	Tender specification can be downloaded from website www.etender.up.nic.in and www.pvvnL.org


 अधीक्षण अभियन्ता (मु०)
 पश्चिमोच्चल विद्युत वितरण निगम लि०
 मेरठ

NOTE:-

1. Please note that the tenders against this tender enquiry are being invited through e-tendering mode. **Submission of Manual tenders in any case shall not be accepted.**
2. In case the due date for opening of tender happens to be a holiday, then tenders would be received & opened on the next working day at the same time.
3. The firms shall themselves be responsible for issue/renewal of their DSC and to register on E-tendering portal in order to enable them to participate in the tender. Prospective bidders are requested to get their digital signatures issued/renewed well in time for ensuring participation in the tender and no request for extension on this account will be entertained.
4. The prospective bidders are requested to get clarification from this office in case of any difficulty regarding uploading of the tender well in time.
5. The prospective bidders are requested to be extra cautious in filling the tender and to get in touch with this office in case of any difficulty and may visit the PVVNL office for seeking clarity of the solution. Once the tender is opened, no request regarding giving relaxation or for overlooking any mistake committed by the bidder will be entertained.



अधीक्षक अभियन्ता (मुख्यालय)
पश्चिमांचल विद्युत वितरण निगम लि.
विक्टोरिया पार्क, मेरठ

3: SCOPE OF THE WORK

3.1 Purpose:

Tender Specn. No. PVVNL/MT/HQ/16/CUG Service/2021-22 Mobile phone connections Corporate Plan (GSM SIM CARDS) on GSM Network, should support in all type existing Handsets (i.e. 4G/3G/2G Handsets) under corporate plan in the PVVNL working Area covers western UP, Ghaziabad and Noida of Delhi Circle for under free closed user group (CUG) post-paid plan for prompt and efficient communication.

3.2 Scope of Work

- 3.2.1 The bidder shall provide free outgoing and incoming calling along with free roaming on all CUG Numbers in all over India.
- 3.2.2 The bidder needs to provide 4G Internet services on the CUG numbers, CUG Sim services should worked in all type existing Handsets (i.e. 4G/3G/2G Handsets).
- 3.2.3 Those firms tender will not be accepted, whose ~~has~~ services does not supported all type existing handsets (i.e. 4G/3G/2G Handsets).
- 3.2.4 The rental of the CUG & Mobile Internet shall be fixed and no extra billing will be allowed other than quoted rates + Taxes.
- 3.2.5 All existing Numbers of PVVNL have to be ported/migrated to new service provider network, without any charge.

3.3 Eligibility Criteria of Bidders:

- 3.3.1 The bidder should be a GSM Mobile service provider, operating in the whole State of Uttar Pradesh & Delhi NCR.
- 3.3.2 The bidder should have valid spectrum licence for all over India.
- 3.3.3 The bidder Provide 4G mobile phone services, should support in all type existing Handsets (i.e. 4G/3G/2G Handsets) in PVVNL under corporate plan.
- 3.3.4 The bidder should have sufficient customer service retail centres to serve our employee base across UPW & Delhi NCR. Complete list to be submitted along with tender.
- 3.3.5 The Bidder must be providing uninterrupted communication and shall ensure good signal strength across the State & Delhi NCR. In case of any specific area wherein there is ineffective service, the service provider shall endeavour to redress the complaint
- 3.3.6 The bidder must provide a Service Manager at State level who:
 - 3.3.5.1 Should be responsible for all the relevant issues like billing issues, payments, issuing of new sim cards in case previous sim card damaged or lost, mobile number /sim card swapping, suspension or restoration, no network or signal related issues.
 - 3.3.5.2 Must be available during standard business hours (9.00 AM to 6.00 PM) via email/telephone/SMS. There must be a specified individual to serve as backup during vacations and other times if the named Service manager is not available. Further the alternate manager must be able to be reached for emergency purposes during off hours.
- 3.3.7 Bids of bidders quoting as authorized representative of the original Mobile Service Providers can be considered, provided the bidder furnishes a legally enforceable authorization from the Original Mobile Service Provider in the prescribed form.
- 3.3.8 The signatory of offer shall enclose power of attorney/authorization letter issued in his/her name. All pages of offer shall be signed and stamped by the bidder.
- 3.3.9 Bidder should provide USL License for all over India where the telecom services are being provided.

3.4 Terms and conditions for successful bidder:

- 3.4.1 No handling, clearing, transport charges etc will be paid for the SIMs.
- 3.4.2 All existing numbers will be ported & activated under corporate account, billing will be made on Company Owned Company Paid basis through our different drawing & disbursing offices i.e EE or SE as per office.
- 3.4.3 PVVNL Offices details MD Office / Circle Office/ Divisional Office etc.
- 3.4.4 Existing SIMs Ported/migrated as following and 1000 new sims to may be allotted to PVVNL.

PLAN-1(Lowest)	Substation / Junior Engineer and same level posts	3313
PLAN-2	Assistant Engineer and same level posts	377
PLAN-3	Chief Engineer / Superintending Engineer /Executive Engineer and same level posts	229
PLAN-4	Managing Director/ Directors/ Company Sectary	6
	Total	3925

3.5 TENDER PARTICULARS

Tender Fee	Rs. 5900/- (Rs. Five Thousand Nine Hundred only.)
Earnest Money	Rs. 1,00,000/- (Rs. One Lakh Only)
Due date for receipt of bid	16.02.2022
Date of opening of the bid	16.02.2022

3.6 SUBMISSION OF BID

Bid offers are to be submitted in two parts on www.etender.up.nic.in.

1. **Part-I** shall contain Technical qualification details of the bidder together with his capabilities and earnest money.
2. **Part-II** Price bid (Part-II) is to be filled compulsorily online by visiting at www.etender.up.nic.in upto 12:00 hrs on the date of opening .
3. If the date happens to be a public holiday then the tenders shall be opened on next working day on the same time.

The tender documents containing application formats and the details of the proposal available on www.etender.up.nic.in earnest money and tender fee should be addressed to SE (HQ), PVVNL, Meerut.

Bidder may also download tender document from our web site www.pvvnl.org and later submit the tender fee.

The prospective bidder should have the necessary technical competence, financial standing, experience, expertise for Mobile phone connections (GSM SIM CARDS) on GSM Network in the PVVNL working Area covers western UP, Ghaziabad and Noida of Delhi Circle for under free closed user group (CUG) post-paid plan for prompt and efficient communication.

3.7 PROVISION FOR QUANTITY VARIATION

While placing the order, or during the execution, the utility reserves the right to modify the quantities to the effect of any extend the individual items on either side i.e. +/-, with the unit rates unaltered.

: Instructions to Tenderers including Pre Qualifying Conditions

4.1 INTRODUCTION

Tender Specn. No. PVVNL/MT/HQ/16/CUG Service/2021-22 Mobile phone connections Corporate Plan (GSM SIM CARDS) on GSM Network, should support in all type existing Handsets (i.e. 4G/3G/2G Handsets) under corporate plan in the PVVNL working Area covers western UP, Ghaziabad and Noida of Delhi Circle for under free closed user group (CUG) post-paid plan for prompt and efficient communication.

4.2 CLARIFICATION ON BID DOCUMENTS

The prospective bidders may obtain any clarification regarding the bid document by writing or E-mail to:

S.E. (HQ)
PVVNL Urja Bhawan.
Victoria Park, Meerut.
Email- pvvnlhq@gmail.com

Clarification given in reply to any of the prospective bidders shall be addressed to all the agencies that have purchases the bid documents.

The bidder is advised in his own interest, to examine the bid documents instruction forms, terms and general information. Failure to submit information, which is essential to evaluate an applicant's bid or submission of bid not substantially responsive to the bid document may result in disqualification of the bid.

4.3 SITE VISITS


The bidder may in his own interest, before submitting his bid examine the PVVNL Sub Stations/Sub Divisions/Divisions/Circles/Zones area involved satisfying himself regarding the field conditions and area covered.

The bidder may contact EE (HQ) /JE (HQ), Meerut whose office is located at PVVNL Head Quarter, Victoriya park Urja Bhawan Meerut for help in facilitating these visits. No claim for change in the bid or terms and condition of the contract shall be entertained on the ground that the conditions are different from what were contemplated.

4.4 AMENDMENTS TO BID DOCUMENT

At any time prior to the last date for submission of bid as well as designated date for opening of price bid, PVVNL may for any reason, whether of its own or by way of clarification given at the request of prospective bidder, modify the bid document by issue of amendment which shall form part of it.

The amendment(s) shall be sent in writing to prospective bidders, who shall return one copy of it duly signed with their bid. Suitable extension to the due date, if considered necessary will be allowed to afford reasonable time to take into account, such amendments.


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 पश्चिमोत्तर विद्युत वितरण निगम लि०
 मेरठ

4.5 DOCUMENTS COMPRISING THE BID

4.5.1 PART-1: PRE QUALIFICATION, TECHNICAL AND OTHER DETAILS

The bidder shall submit the documents of pre qualification technical and other details with the bid covering letter. Technical bid should be Part-I the format given in duly filled in all columns and duly signed by the bidder on each page and should be accompanied with the following documents:-

- (i) This tender/offer document (duly signed) in token of acceptance of all Terms & Conditions (**Annexure-III**).
- (ii) **Earnest Money of Rs. 1,00,000/-** in the form of RTGS in favour of **S.E. (HQ), PVVNL payable at Meerut**. The earnest money will be refunded without interest.
- (iii) Tender Fees of Rs. 5900/-(Non -Refundable) in the form of RTGS in favour of **S.E. (HQ), PVVNL payable at Meerut** in given Account number.
- (iv) List of Retail service centers in entire of all over UP/NCR.
- (v) Authorization to a responsible officer of the organization for signing bid documents (**Annexure-II**).
- (vi) Documentary evidence for the Constitution of the firm.
- (vii) Certified copy of PAN Card of Firm.
- (viii) Certified copy of Service Tax/GST Number of firm.
- (ix) Other details as called for in the bid document or which the bidder may like to highlight.
- (x) Authorised TRAI License Certificate Copy.

4.5.2 PART II: FINANCIAL OFFER AND TERMS AND CONDITIONS.

Price bid (Part-II) is to be filled compulsorily online by visiting at www.etender.up.nic.in upto 12:00 hrs on the date of opening of Part-I. The Part-I shall be opened on the same day at 16:00 hrs.

4.6 SUBMISSION OF BIDS

4.6.1 SEALING, SIGNING, MARKING AND SUBMITTING THE BIDS

The bidder shall submit his bid All pages of the bid, including where entries or amendments have been made shall be initialed by the person signing the bid.

This bid document, duly signed, shall also be attached with the each bid in token of acceptance of its terms and conditions, except those mentioned in the deviation list.

“Bids for Mobile phone connections Corporate Plan (GSM SIM CARDS) on GSM Network should support in all type existing Handsets (i.e. 4G/3G/2G Handsets) in the PVVNL working Area covers western UP, Ghaziabad and Noida of Delhi Circle for under free closed user group (CUG) post-paid plan for prompt and efficient communication in Part-I.


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4.6.2 Bid validity

Bids shall remain valid for acceptance for a period of unlimited period after the date of opening of Price Bid. PVVNL may request for suitable extension. If the day up to which the bid is to remain valid is a holiday, the offer shall remain valid up to the next working day.

4.6.3 Earnest money

The bid shall be accompanied by in the form of RTGS for an amount of Rs. 100000.00 (Rs. One Lakh only) in favour of SE (HQ), PVVNL, Meerut valid for 18 months as earnest money in part I of the bid. The earnest money will be refunded to the unsuccessful bidder.

4.6.4 Bids rejection

- (a) Any bid received after the deadline for submission shall be rejected.
- (b) Failure in submission of any one or more documentation required in clause 4.5.1 and any technical mismatch shall cause rejection of the bid.

4.7.1 CLARIFICATION OR MODIFICATION OF BIDS SUBMITTED

To assist in the examination, evaluation and comparison of bids, PVVNL may ask bidders individually for clarification, in writing. No change(s) in the substance of the bid shall be permitted except as required to confirm the correction of any type of typographical error(s).

4.8 SIGNING OF AGREEMENT


The successful bidder shall, on receipt of Letter of Acceptance (LOA) from PVVNL enter into a contract with PVVNL by jointly signing an Agreement. The draft of the Agreement based on the terms sheet detailed in Section-5, shall be forwarded to the successful bidder for execution. The Agreement shall be executed within fifteen days thereafter. The person signing the Agreement must be duly authorized by the bidder.

4.9 PERFORMANCE SECURITY

Within 30 days of receipt of the LOA, the successful bidder shall furnish to PVVNL a performance security for the 10% of awarded amount of Part-A of the contract for the entire term of Part-A & Part-B, in any one of the following formats to guarantee faithful performance of the Contract, on submission of which the earnest money deposit shall be refunded: -

- (i) A FDR/ Bank Guarantee (validity period minimum 24 months) duly pledged in favor of SE (HQ), PVVNL, Meerut issued by any Indian Nationalized Bank.
- (ii) Bank guarantee (validity period minimum 24 months) as per the Performa, to be provided by PVVNL.

The performance security shall be refunded to the successful bidder on completion of the work as per the Agreement. The bidder has to first furnish the performance security amount and then commence work. Failure in furnishing the performance security shall result in annulment of the award and forfeiture of the earnest money.


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5. QUALIFICATION REQUIREMENT

5.1 INTRODUCTION

Tender Specn. No. PVVNL/MT/HQ/16/CUG Service/2021-22 Mobile phone connections Corporate Plan (GSM SIM CARDS) on GSM Network, should support in all existing Handsets (4G/3G/2G) under corporate plan in the PVVNL working Area covers western UP, Ghaziabad and Noida of Delhi Circle for under free closed user group (CUG) post-paid plan for prompt and efficient communication.

5.2 ESSENTIAL TERMS AND CONDITIONS


- 5.2.1 Offer must be legible, clear and free from overwriting and cutting, incomplete offers are liable to be rejected. Offer/Rates must be provided in the enclosed formats Price bid form.
- 5.2.2 Offer must be clear and complete in all respects, no such amendments/hidden cost /additional cost, charges etc. will be entertained after submission of offers.
- 5.2.3 At any time prior to the date of submission of bid, PVVNL may for any reason, whether at its own initiative or in response to a clarification sought/requested by a prospective bidder, modify the bidding documents by an amendment. All prospective bidders who have received the bidding document will be notified of the amendment in writing/through e-mail/website and same will be binding on them. In order to allow reasonable time, for taking the amendment into account, PVVNL may at its discretion, extend the date and time for submission of bids.
- 5.2.4 Bid(s) received after the time and date specified for receipt of tenders will not be entertained.
- 5.2.5 PVVNL reserves the right to cancel this invitation and / or invite fresh Proposals with or without amendments to this invitation, without liability or any obligation for such invitation and without assigning any reason.
- 5.2.6 Managing Director, PVVNL, Meerut reserves the rights to accept/reject any or all the bid(s) without assigning any reason.
- 5.2.7 Rates quoted/finalized will remain valid atleast for 3 years (Three Years). Further in case of increase in call charges in future, during this period, the quoted/finalized rates shall not be increased.
- 5.2.8 PVVNL, Meerut will not pay any cost toward SIM charges, security deposit and installation/activation charges. SIM cards are to be issued in the name of PVVNL, Meerut. No roaming charges to be levied in State like UP / Delhi NCR
- 5.2.9 The Vendor shall issue new connection on request of PVVNL within 4 working days. This includes delivery of sims and activation of the sim within the stipulated period.
- 5.2.10 No VAS (Value Added Services) i.e (Hello tunes, Game shows, Internet) facility will be provided on any of the CUG Sim until the request is forwarded from PVVNL. In case any VAS activated on CUG Sim without prior permission from PVVNL no payment will be released for the additional charges.
- 5.2.11 The PVVNL, Meerut may terminate the contract any time in case the services of the vendor are not found satisfactory or any reasons by giving one month prior notice to the service provider.
- 5.2.12 No bid conditions like "AT CURRENT MARKET RATES" shall be accepted. No handling, clearing, transport charges etc., will be paid. The deliveries should be made as stipulated in the purchase order placed with successful bidders.
- 5.2.13 Caller Tune may be change by department according to need ,without any cost (free).
- 5.2.14 No bidder will be allowed at any time on any ground whatsoever to claim revision of or modification in the rates quoted by him. The representation of the bidder that clerical error, Typographical error etc. has been committed in the bid and request for revision shall not be considered after opening of the bid. Conditions such as "SUBJECT TO AVAILABILITY" "SUPPLIES WILL BE MADE AS AND WHEN SUPPLIES ARE RECEIVED" etc., will not be considered under any circumstances and the bids of those who have placed such conditions shall be treated as incomplete and such bids, shall be summarily rejected.
- 5.2.15 If more then one service provider given the same rate, then work will be divided. After negotiation to L1 Bidder as per rules.
- 5.2.16 if the service provider network has a continuous problem in service or network in any area, then Authorized officers free to get service from any other contracting firm/service provider on the same terms conditions and rate.

5.3 OTHER TERMS & CONDITIONS

- 5.3.1 The bidders are further advised to browse web site regularly before the opening of tender for any amendments/latest up-dates etc.
- 5.3.2 In any case the tender opening day is declared as a holiday by Uttar Pradesh Govt. than the next working day will be treated as receipt and opening day at the same time & venue.
- 5.3.3 The vendor shall provide the duplicate Sim/Blank Sim at free of cost, in case of damage & lost within 4 days from request receiving date.
- 5.3.4 If any SIM replacement is required due to number Portability, same shall be offered free of cost to PVVNL.
- 5.3.5 If some other service provider is selected after the expiry of contract, then all the number of CUG will be allowed to be used/ preferred to new service provider, and same be ported to new Vendor.
- 5.3.6 Postpaid facility shall be activated on all numbers.
- 5.3.7 Validity of rates is 180 days.

5.4 CONTRACT PERIOD:

- 5.4.1 Initially the contract should fixed price contract for 3 years, it will be fixed, extendable from year to year, subject to satisfactory performance during the contract period.
- 5.4.2 If the Vendor fails to perform the services within the stipulated delivery period or within any extension period granted by the Purchaser, the purchaser will be at liberty to terminate the Contract without prejudice to any other Rights that the purchaser may have against the supplier as per provisions of the Contract.
- 5.4.3 The Managing Director, PVVNL, Meerut will be at liberty to terminate without assigning any reasons thereof, the contract. The bidder will not be entitled for any compensation whatsoever in respect of such termination.


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6. GENERAL TERMS & CONDITIONS

6.1 INTRODUCTION

Tender Specn. No. PVVNL/MT/HQ/16/CUG Service/2021-22 Mobile phone connections Corporate Plan (GSM SIM CARDS) on GSM Network, should support in all existing Handsets (4G/3G/2G) under corporate plan in the PVVNL working Area covers western UP, Ghaziabad and Noida of Delhi Circle for under free closed user group (CUG) post-paid plan for prompt and efficient communication.

6.2 DEFINITIONS

The following words and expression shall have the meaning hereby assigned to them except where the context otherwise so requires.

- “Agency” shall mean the Firm/Company or organization whose bid has been accepted by PVVNL and Agreement entered into with and includes his legal representative(s) or successor(s).
- “Agreement” shall mean the Agreement entered into between the Employer and the agency setting out the terms and conditions for Meter reading, bill generation and bill distribution.
- “Area” of “Specified Area” shall mean the area covered under PVVNL.
- “Employee” shall mean the employee of the agency engaged for Supply, Installation and commissioning of RF based AMR system in designated towns/divisions.
- “Employer” shall mean the Agency, Meerut which term shall include his successor(s) and permitted assigns.
- “Officer” shall mean an officer nominated by the Employer to deal on his behalf with the agency.
- “UPERC” shall mean Uttar Pradesh Electricity Regulatory Authority.
- “PVVNL” shall mean Paschimanchal Vidyut Vitran Nigam LTD. having its registered office at Victoria Park, Meerut which terms shall include its successors and permitted assigns. For the purposes of this tender PVVNL shall also mean the office which invited this tender.

6.3 CONTRACT AGREEMENT

The agency will have to enter into an Agreement with PVVNL for setting out all terms and conditions including those mentioned in this Terms Sheet.

The Agreement shall set out specific events of default that will entitle the other party to terminate the Agreement. The party committing an event of default, which is capable of being remedied, will be given a reasonable opportunity to remedy the default.

If the Agreement is terminated early without giving any reason the terminating party will pay suitable liquidated damages to be set out in the Contract Agreement to compensate for loss suffered by the other party on account of such termination.

The Agreement can however, otherwise be terminated by PVVNL giving 45 Days' notice. These terms shall be included in the agreement.

Agency shall indemnify PVVNL against any claims, demands, cost and expenses whatsoever which may be made against it, because of failure of the agency or its representative in the performance of their duties and negligence on account of any accident or injury or any form of default to any person, consumer and or a person employed by the Agency or their successors or assigns.

6.4 HANDING OVER ON TERMINATION

The contract Agreement shall require the Agency to co-operate in handing back the facilities and records in good working order to PVVNL after termination of Agreement.

Upon termination of the Agreement, the Company's authority to act in the area shall immediately cease.

6.5 ASSIGNMENT

Bidder may not be assign or transfer any of its rights and obligations under the Agreement to any other agency or person without the other party's consent.

6.6 GOVERNING LAWS AND JURISDICTION

The Agreement shall be governed by the Indian Law. Only appropriate courts under the Jurisdiction of Hon'ble Allahabad High Court shall have exclusive Jurisdiction to deal with any matter arising out of or relating to the Agreement or otherwise.

6.7 DISPUTES

Disputes under the Agreement shall be settled by mutual discussions. Failing this, the disputes will be refereed to arbitration by Managing Director, PVVNL or his nominee.

The Arbitration shall be carried out as per Indian Arbitration Act and the arbitration award shall be binding on both the parties. The cost of Arbitration shall be borne by the party initiating the request for arbitration proceedings.


The parties to the Agreement shall continue to fulfill their obligations under the Agreement during arbitration proceedings and no payment shall be withheld on this account, unless it is a subject matter of the dispute.

6.8 FORCE MAJURE DEFINITION

Force Majure means any of the following events or circumstances if such events or circumstances are beyond the reasonable direct or indirect control and without the fault or negligence of the Party claiming Force Majure and which results in such party's liability, notwithstanding its reasonable best efforts, to perform its obligations in whole or in part in the area of work assigned to it as per the Agreement

- i) Strike lockouts or other industrial dispute or disturbances.
- ii) Act of foreign enemy, war (whether declared or undeclared) revolution, civil commotion, terrorist Act, blockage, insurrection or events such as arson, disturbance of public order, sabotage, explosion and Act of vandalism.
- iii) Lightning, storm, typhoon, flood, torrential rain, tidal wave, earthquake, landslide, epidemic or similar cataclysmic events.
- iv) Any legislation, law, directive, regulation, rule decree, order, restraint or other action (including expropriation or compulsory acquisition) by a Public Sector entity or other governments and all supra-national, national or local agencies, authorities departments, ministries and officials.

Note: Financial inability to perform or changes in market conditions shall not constitute an event of Force Majure.


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6.9 EFFECT OF FORCE MAJURE

In the event either party is rendered unable by reason of an event of Force Majure in effect after the date thereof to perform wholly or in part, any obligation imposed upon it, then upon such Party's giving prompt notice the obligations of such party shall be suspended or excused to the extent affected by such event of Force Majure.

Time for performance of the relative obligations suspended by the force Majure shall then be extended by the period of delay, which is directly caused by the event of Force majure. The party giving such, notice shall be excused from timely performance of its obligations for so long, as the relevant, event of Force Majure continues and to the extent that such party's performance is prevented, hindered or delayed, provided the party affected by the Force Majure, makes due efforts to negate the effect thereof to fulfill its obligations.

6.10 TERMS OF PAYMENT:

Concerned Paying Authority the payment shall be released.

6.11 OTHER TERMS & CONDITIONS

After allotment of work ,if firms are break the rule and provide poor services ,that PVVNL has reserve the right for termination of agreement ,after one month notice

In case of ambiguous or contradictory terms and conditions mentioned in the bid, interpretations as made by PVVNL shall be final and binding on all parties.

PVVNL reserves the right to amend the nature or scope of the proposed contract, reject or accept any bid, cancel the bid process or/and reject all applications.

PVVNL shall neither be liable for any action nor be under any obligation to inform the bidders of the grounds for any of its actions.

The General Condition of Contract Form "A" of PVVNL shall be applicable to this tender.


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ANNEXURE-II

SERVICE PROVIDER'S AUTHORIZATION FORM

No. Dated.....

To

Dear Sir,

Bid Ref. No.

We who are established and reputable service providers of having company outlets at Registered office at possessing License No. dated..... valid upto (copy enclosed) do hereby authorize M/s (Name and Address of Representative) to submit a bid, and subsequently negotiate and sign the contract With you against the above mentioned tender.

No company or Firm or individual other than M/s are authorized to bid, negotiate and conclude the contract in regard to this business against this specific tender.

We hereby extend SIM connection offered for supply against this invitation for bid by the above firm.

Place.....

Date

Seal and Signature of authorized person

Name

Designation

Contact No


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DECLARATION FORM


I/We have our office at do declare that I/We have carefully read all the conditions of bid documents and hereby agree to all the conditions and abide by all the conditions set forth therein, for the supply to Govt. Institutions.

Signature:

Date:

Name of the Organization and Address:

Attested by Notary Public:


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