

# Electricity Distribution Circle District Rampur (U.P.)



## SHORT TERM E-Tender No.13/2026-27/EDC(Rampur)

Tender description: Repairing and straightening/welding of ST Poles/PCC Pole of 33 KV and 11 KV line, Resagging of lines and other works under jurisdiction EUDD (Tech), Rampur.

*Issued By:*

*Office of The*

*Superintending Engineer*

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

*Phone No ... 9193300600, Email ID : se.rampur@pvvnl.org*

*Website: <https://etender.up.nic.in>*

*Last Date & Time of Submission: 22.05.2026 at 11:00 Hrs.*

*Date of opening of part-1: 22.05.2026 at 15:00 Hrs*

*Tender Cost (inclusive GST): 1000+180=1180, Earnest Money –Rs. 4000.00*

KEY DATES & BASIC TENDER INFORMATION

# NIT

## E-Tender Notice

**RFP No.** .....

**Dated:** .....

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

S/No.	Particulars	Details
1	e-Tendering Notice no.	13/2026-27/EDC(RAMPUR)
2	e-Bid Portal (website)	<a href="https://etender.up.nic.in">https://etender.up.nic.in</a>
3	Name of Work	Repairing and straightening/welding of ST Poles/PCC Pole of 33 KV and 11 KV line, Resigning of lines and other works under jurisdiction of EUDD- (Tech), Rampur.
	Supply of material with quantity	
4	e-Tender Cost	Rs.1000 + GST ( @18%)- Total Rs.1180 (Non- Refundable)
7	Earnest money deposit	Rs.4000 (Rs.Four Thousand Only)
8	Document downloading/sale date starts	07.05.2026
9	Document download/ sale date ends	22.05.2026 at 11:00 Hrs
10	e-Bid submission start date	07.05.2026
11	e-Bid submission end date	22.05.2026
12	Opening date of e-bid part-I	22.05.2026 at 15:00 Hrs

**Note:** Bid shall be accepted through the e-tender portal. Tender issuing authority is not responsible for the delay/downloading of tender document by the recipient due to any problem in accessing the e-tender website. The tender issuing authority is also not responsible for delay in uploading bids due to any problem in the e-tender website. Cost of Bid Document (in the form of NEFT/RTGS) & Earnest Money Deposit (EMD (in the form of NEFT/RTGS) shall be in favour of SE, EDC, Rampur bank current A/C No. 0932002100008694, Punjab National Bank, Civil Lines, Rampur, IFSC Code- PUNB0093200, MICR Code-244024102.

Further details are available at website: <https://etender.up.nic.in>

Superintending Engineer, EDC, Rampur reserves the right to reject any or all proposals or cancel or split the bid without assigning any reason thereof.

**ELECTRICITY DISTRIBUTION CIRCLE, RAMPUR**  
**Short Term E-Tender specification No.13/2026-27/EDCR/**  
**Opening Dt.22.05.2026 .**  
**Tender Proforma**  
**(To be filled by the Tenderer)**

**IMPORTANT INSTRUCTIONS TO THE TENDERERS:**

This Proforma should be duly filled by the tenderer. Replies should be complete without any ambiguity and should be clearly written against each item, Terms such as “Covering Letter” etc. shall not be acceptable. However, you can attach extra sheets if the space left is not sufficient.

General:-

- |   |                                  |
|---|----------------------------------|
| 1. Specification number against which you have tendered   | .....                            |
| 2. Amount with UTR No. & date by which cost of tender specification was transferred by you in SE, EDC, Rampur bank current A/C No. 0932002100008694, Punjab National Bank, Civil Lines, Rampur, IFSC Code-PUNB0093200, MICR Code-244024102. | .....<br>.....<br>.....          |
| 3. Have you deposited Earnest Money by RTGS?  | .....                            |
| 4. Do you agree to all the conditions of Tender form?   | .....                            |
| 5. Do you confirm that there is no typographical errors/commission in your Tender and all other document forming part of the Tender?  | .....<br>.....                   |
| 6. What is the validity period of your Tender Rate?   | .....                            |
| 7. What is the period of completion of the work? This is to be recout from the date of agreement/order. Please note that completion period is to be guaranteed tender penalty clause.   | .....<br>.....<br>.....<br>..... |
| 8. G.S.T. Number (Stated Clearly).  | .....                            |
| 9. GST (Inclusive/Exclusive)  | .....                            |
| 10. Permanent account number.(PAN).   | .....                            |
| 11. Aadhaar Number  | .....                            |
| 12. Current A/C number & IFSC Code with name of the bank.   | .....                            |
| 13. Email ID:-  | .....                            |
| 14. Mobile No.  | .....                            |

Signature of the Tenderer  
(With seal)

Address.....  
.....  
.....  
.....

Place .....

Date:- .....

**OFFICE OF THE SUPERINTENDING ENGINEER  
PASCHIMANCHAL VIDYUT VITRAN NIGAM LTD.  
ELECTRICITY DISTRIBUTION CIRCLE  
RAMPUR**

**SHORT TERM E-TENDER NO. 13/2026-27/EDCR, DUE DATE 22.05.2026**

नियम व शर्त :-

फर्म/टेकेदार को निविदा के भाग-प्रथम में निम्नलिखित प्रपत्र अपने हस्ताक्षर(मोहर सहित) ऑन लाईन अपलोड कर उपलब्ध कराने आवश्यक होंगे अन्यथा उसका भाग द्वितीय नहीं खोला जायेगा।

1. फर्म का वैध जी.एस.टी. पंजीकरण का स्पष्ट प्रमाण-पत्र।
2. फर्म के स्वामी का पैन कार्ड, आधार कार्ड की छायाप्रति।
3. निर्धारित धरोहर राशि तथा निविदा प्रपत्र शुल्क (Non-refundable) की धनराशि अधीक्षण अभियन्ता, विद्युत वितरण मण्डल, रामपुर के विभागीय खाता सं० **0932002100008694** पंजाब नेशनल बैंक, सिविल लाईन्स, रामपुर **IFSC Code No.PUNB0093200** में **RTGS/NEFT** द्वारा दिये गये अलग-अलग ट्रान्सफर का साक्ष्य तथा योज्य यू.टी.आर. सं० पे-इन स्लिप की मूल प्रति।
4. पूर्ण रूप से भरा हुआ निविदा प्रपत्र।
5. सूक्ष्म एवं लघु उद्यमों(MSE,s) व स्टार्टअप्स को ई0एम0डी0 से छूट **MSE,s** का प्रमाण पत्र संलग्न करने के उपरान्त दी जायेगी।
6. फर्म/टेकेदार द्वारा इस आशय का शपथ पत्र की पूर्व में देश के किसी भी डिस्कॉम के अन्तर्गत किसी भी वितरण इकाई द्वारा फर्म को काली सूची में नहीं डाला गया है। (रु० 100 के स्टाम पर) (स्टाम निविदा प्रकाशित होने के बाद का होना अनिवार्य है)।
7. उत्तर प्रदेश विद्युत सुरक्षा निदेशालय द्वारा जारी (क) श्रेणी लाईसेंस की वैध प्रति।
8. **फर्म का टर्नओवर पूर्व पाँच वित्तीय वर्षों में किसी तीन वित्तीय वर्षों का औसत कम से कम 4 लाख होना अनिवार्य है (The Minimum Average Annual Turnover(MAAT) for the best three years out of the last five Financial years MAAT should not be less than 4 lakh तथा फर्म के टर्नओवर पर उसका यू0डी0आई0एन0 (UDIN) न० अंकित होना अनिवार्य है।**
- 9- Solvency:- the bidder should have a minimum solvency of 25% (1 Lac) of estimated cost for the same from Nationalized/scheduled bank. (Not older than 01 Year from the Date of opening of Part-I of this Bid)
- 10- The bidder shall have to annex character certificate from the concerned District Magistrate.(valid on the date of bid submission, Applied Certificate shall not be acceptable in any mean).
- 11- Current year net worth of the bidder should be positive. Net worth means the sum total of the paid up capital and free reserves. The Net worth certificate of CA must be provided by the contractor (Document without UDIN will not be considered and valid).
- 12- The Bidder should have successfully completed the similar work construction or shifting of line from the date of opening of Bid Part-1 (Experience Certificate and its Agreement copies are to be enclosed)
13. निविदाकार द्वारा उक्त निविदा के भाग-1 को पूर्ण करने हेतु फर्म को कम से कम एक कार्य 2.40 लाख या 02 कार्य प्रत्येक 1.60 लाख या 03 कार्य प्रत्येक 1.20 लाख के किये गये कार्यों के अनुबन्ध एवं उसके अनुभव प्रमाण पत्र लगाने अनिवार्य है।
14. यदि किसी निविदाकार द्वारा पूर्व वित्तीय वर्ष 2021-22 तथा 2022-23, 2023-24 व 2024-25 में इस मण्डल के अन्तर्गत आई0डी0एफ0 मीटरों को बदलने एवं निजी नलकूपों पर मीटरों लगाने/नगर-निकायों/बिजनेस प्लान से सम्बन्धित आगंत्रित ई-निविदाओं में कार्य किया गया है, तब कार्यरत कार्यदायी संस्था द्वारा किये गये कार्यों को शत-प्रतिशत कार्य संतोषजनक पूर्ण करने का अनुभव प्रमाण पत्र लगाना अनिवार्य है। कार्य पूर्ण न करने की दशा में उक्त निविदाकार की निविदा पर विचार नहीं किया जायेगा।
15. निविदा में संलग्न आवश्यक अभिलेखों की प्रति स्पष्ट होनी चाहिए अन्यथा की स्थिति में निविदा स्वतः निरस्त मानी जायेगी। जिसके लिए टेकेदार/फर्म स्वयं जिम्मेदार होगी।
16. निविदा का भाग-2 -द्वितीय भाग में केवल दरें ही दी जायेंगी।
17. निविदा खोले जाने की तिथि को अवकाश होने की स्थिति में निविदा अगले कार्य दिवस में खोली जायेगी।

18. अधोहस्ताक्षरी को एक निविदा अथवा समस्त निविदायें निरस्त करने अथवा विभक्त करने का अधिकार होगा।
19. कृपया [www.etender.up.nic.in](http://www.etender.up.nic.in) एवं [www.pvvn.org](http://www.pvvn.org) वेबसाइट का, विवरण/अन्य संशोधन/बदलाव/नवीनीकरण/तिथि विस्तार आदि के संबंध में निविदा खुलने की तिथि तक अवलोकन करें।  
दरों की वैधता कम से कम 6 माह के लिए मान्य होना चाहिये।

**Superintending Engineer**  
**Electricity Distribution Circle,**  
**Rampur**

**Part-1**  
**DECLARATION**

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

Tender Invited by:- Superintending Engineer, EDC, Rampur.

Short term Tender for: - Repairing and straightening/welding of ST Poles/PCC Pole of 33 KV and 11 KV line, Resigning of lines and other works under jurisdiction of EUDD- (Tech), Rampur.

Name of Tenderer:-

Specification no:-

Date of opening of bid part-1:-22.05.2026 at 15:00Hrs.

IN CONSIDERATION of the SE, EDC, Rampur & PVVNL, having treated the tenderer to be an eligible bidder whose tender may be considered, the tenderer hereby agrees to the condition that the proposal in response to the above invitation shall not be withdrawn by us within 180 days from the date of opening of the tender (or any extension thereof), also to the condition that if thereafter the tenderer does withdraw his proposal within the said period, the earnest money deposited by them may be forfeited by the Superintending Engineer, EDC, Rampur-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 of..... 2026

Place:

Signed by

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

### **Normal Terms & Conditions:-**

- 1- The Contractor has to carry out the work under the supervision of the authorized representative of the purchaser authorized by the SE, EDC, Rampur.
- 2- The contractor will observe Indian Electricity rules and act strictly and no compensation will be given by the department to the contractor for any accident etc. During the course of the execution of work and all the rules of Transport Act applicable during the currency of the agreement.
- 3- **Income Tax** at source shall be deducted from the bills of contractor as per rules.
- 4- The Superintending Engineer, EDC, Rampur **can terminate the contract** if he feels that the work is not being done as per contract provisions & within the time schedule and can get the work carried out from other agency. The amount paid to other agency shall be deducted from pending bill of the contractor.
- 5- The **payment** shall be made as per actual by the **Executive Engineer, EUDD-(Tech), Rampur** after execution/ completion all the formalities required for making the payment, this is subject to availability of funds.
- 6- The Contractor shall liable to convergent and aware with the rules and regulations of Electrical safety department of the U.P Government in respect to execution of electrical works.
- 7- The **damages**, if any caused to the department during the process of work by the Contractor himself or his staff shall be recovered in full, from the pending bill/liability of the Contractor.
- 8- The Contractor shall ensure that he will not file any suit in the legislative court in future against PVVNL/UPPCL authorities in respect of employment of the labour being provided by him. However the dispute arising, if any, taken into **court**, shall be within the jurisdiction of local Court, Rampur & Hon'ble High Court, Allahabad, U.P.
- 9- In view of the urgency of work remained continued as the terms and condition of the former agreement. In witness whereof the parties hereto have signed this deed hereunder on the dates respectively mentioned against the signature of each.

### **SPECIAL TERMS & CONDITIONS:**

- 1- If any mishap accident damage or theft of material handed over to Contractor occurred during the period of execution of work, the Contractor will be responsible for the same. If any compensation is due to any labour in case of accident; it will be born by the Contractor. Therefore, the worker employed on the work should be duly insured covering the accidental risk, as required.
- 2- The terms & conditions as mentioned in Form 'A'/B' of U.P. Power Corporation for Contractor shall also be the part of the agreement.
- 3- All the T&P and labour required for proper execution of the work shall be arranged by the Contractor at his own cost.
- 4- Other terms & conditions which were enclosed with the tender will be binding on the Contractor.
- 5- The work shall be carried out as per RESSPO/departmental norms & specifications under the supervision of SE, EDC, Rampur.
- 6- If Contractor fails to complete the work within stipulated time, Superintending Engineer, Electricity Distribution Circle, Rampur will be authorized to get it completed from any other debitible agency and the cost of such work will be deducted from the Contractor's bill.
- 7- If any dispute arises that will be settled by the undersigned. In case of non-settlement of dispute the matter will be referred to the Chief Engineer (Distn), Moradabad Zone, Moradabad and the decision of the Chief Engineer (Dist), Moradabad Zone, Moradabad shall be final and binding upon both the parties.
- 8- Stock materials required (non-specified material in tender specification) for construction of line as involved shall be provided by the department. The responsibility of employment of labour, arrangement of tools & equipment's for execution of work, transportation of materials from different stores to site of work and back cartage of rest material, supervision of work to its successful completion will be that of the Contractor.
- 9- The work will be carried out in accordance with RESSPO norms and with the direction and design given by the representative of the Corporation as per Corporation's Construction manual and Instructions as designated from time to time. If any defect is found, the Contractor will have to rectify the same at his own cost. If he fails to do so the Corporation will be at liberty to carry out the work to remove such defects and deduct the expenses so incurred from the Contractor's bill.
- 10- The payment will be made to the Contractor by the concerning Executive Engineer on the basis of verification of bills by the concerning Sub-Divisional Officer as well as on satisfactory completion of work in the running bills.

- 11- The Contractor will do proper request to concerning Sub-Divisional Officer/ Executive Engineer for taking proper shut down as and when necessary and the Department shall not be responsible if any type of mis-happening/accident takes place during the course of execution of the work by the Contractor, mostly shut down may be taken in roasting hours.
- 12- The Contractor will be solely responsible for completion of work and he will deploy on the Corporation work that may be entrusted to him from time to time and he will be liable to meet out all the requirement of laws/rules governing Employment of the labour and their safety at work site.
- 13- The Contractor will take proper care that during the course of construction of lines, the Electricity Rules are followed in respect of clearance safely and sag etc. The sag should be as per ISS and to the satisfaction of Corporation's representative.
- 14- Corporation will not be responsible for back stoppage of work whatsoever reason may be.
- 15- Contractor shall be responsible for back cartage of un-used, scrap, surplus material and the material removed after replacement from site to Electricity Store Centre, Rampur which should be verified by SDO & Executive Engineer concerned, otherwise appropriate cost of such material shall be recovered from the Contractor's Bill(s).
- 16- The GST, if/as applicable, shall be paid extra on actual.
- 17- Executive Engineer shall ensure proper sanction of estimates, package & fund linkages against the proposed works & also the provision of expenditure to be made in the budget as required.
- 18- The inspection of material which will be provided by the Contractor shall be ensured at the level of Executive Engineer before start of work by the Contractor.
- 19- The agreement will be effected up to the limit of saturation of its value.
- 20- 10 percent security shall be deducted from contractor's running bills which shall be released to the contractor after successful completion of the work.
- 21- The contractor shall be required to deposit the security @ 10% of the total value of the contract in the shape of FDR/CDR/TDR duly pledged in favor of SE, EDC, Rampur in the form of bank guarantee in favor of the Corporation which shall be released after 06 months of satisfactory completion.
- 22- Income tax shall be deducted from contractor bills as per rules.
- 23- All other terms & conditions shall be governed by the relevant clauses of general condition of Form-"A".

**General Instructions to Tenderer :**

1. **Tender documents will not be sold manually. Details under documents will be available on e-tender Website [www.etender.up.nic.in](http://www.etender.up.nic.in). Price bid will be available online at [www.etender.up.nic.in](http://www.etender.up.nic.in) & [www.pvvn.org](http://www.pvvn.org).**
2. **Tender are to be submitted in 2 parts which shall be uploaded on e-tender web portal [www.etender.up.nic.in](http://www.etender.up.nic.in).**
3. **The Part-I (Tender Cost + EMD) :- The Tender Cost & EMD Will have to be deposited on-line through RTGS/NEFT in Account No. 0932002100008694 (Punjab National Bank, Civil Lines, Rampur) of EDC, Rampur, IFSC Code No. PUNB0093200. The Scanned Copy of pay in slip/ UTR No. as a proof depositing tender cost & EMD each respectively has to be uploaded on the e-tender website [www.etender.up.nic.in](http://www.etender.up.nic.in). Each & Every Page of tender documents submitted, in support of fulfilling the pre-qualifying requirements, should be duly signed, stamped & scanned. The Scanned copy of all the techno commercial documents are compulsorily to be uploaded on the e-tender website [www.etender.up.nic.in](http://www.etender.up.nic.in). No hard copy of these documents are required to be submitted.**
4. **The Part-II (Price BID) :- The Price Bid is to be filled compulsorily online by visiting at [www.etender.up.nic.in](http://www.etender.up.nic.in) failing which the bid shall be treated as cancelled.**
5. The tenderers are required to go through all the instructions/conditions/procedures and specifications for careful and strict compliance before submitting their tenders.
6. The tenderers should state the earliest period for the execution of the complete work, performance will be given to the tenderers offering early completion of work.
7. In case the tenderer is proposed to offer any rebate or reduction in the price, the same should be clearly defined and mentioned in the tender.
8. In case of any dispute, the decision of the Superintendent Engineer, Electricity Distribution Circle, Rampur, will be final and binding on both the parties.
9. Price Bid uploaded on E-tender website shall be considered for selection of the lowest bidder.
10. The above terms & Conditions are final hence if any terms & conditions in respect of above, are found contrary to all above at any other place in the tender, that conditions will treated as cancelled.

**Superintending Engineer  
Electricity Distribution Circle,  
Rampur**

SHORT TERM e-tender no ...../2026-27/EDCR FOR THE WORK OF REPAIRING AND STRAIGHTENING/WELDING OF ST POLES/ST POLE OF 33 KV AND 11 KV LINE, RESAGGING OF LINES AND OTHER WORKS UNDER JURISDICTION OF EUDD- (TECH), RAMPUR.

From: -

M/s.....

.....  
.....  
.....

To,

**The Superintending Engineer,**  
Electricity Distribution Circle, PVVNL,  
Rampur.

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 the sum of money mentioned in the said conditions.

**THE RATES QUOTED ARE NET AND FIRM AND IN FULL SATISFACTION OF ALL CLAIMS. I/WE AGREE TO ABIDE BY THIS TENDER FOR THE PERIOD OF 180 DAYS FROM THE DATE OF OPENING OF BID PART-1.**

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

A sum of Rs. .... vide no. .... dated ..... of ..... bank, in the form of..... And having the validity for the period of ..... as earnest money pledged in favour of.....is enclosed, the full value of which shall be retained by the PVVNL, Meerut on account of earnest money security deposit specified in the said clause of the “Instructions to the Tenderers”.

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

Firm RTGS Details:-

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

Firm current account number-

Name of Bank with address:-

IFSC code of the branch-

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

UTR no.-

Yours faithfully,

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

## Terms & Conditions

### **1. Earnest Money Deposit**

- 1.01 The EMD amounting Rs.4000.00 (Four Thousand Only) shall be submitted online through NEFT/RTGS. RTGS/NEFT receipts to be uploaded on the E-tendering portal.  
The bidders are required to deposit EMD online through NEFT/RTGS in Bank Account Number 0932002100008694, IFSC code PUNB0093200, MICR code 244024102 in the name of SE, EDC, RAMPUR viz. copy of original pay in slip of the bank, along with copy of confirmation mail from issuing bank shall be uploaded e-Procurement portal of **GoUP**.
- 1.02 The bid proposal/offer shall necessarily contain EMD of requisite amount and should be furnished through appropriate mode as specified in Section- "Essential tender information on e-portal" of the bid document.
- 1.03 Any bid proposal/offer not accompanied by the EMD shall be rejected and returned to the bidder unopened.
- 1.04 If on opening of bid any discrepancy in EMD is found (relating to amount, etc.), the bid shall be summarily rejected.
- 1.05 In case of unsuccessful bidders, the EMD shall be refunded after successful submission of Contract performance guarantee by the successful bidder. No interest whatsoever shall be payable on such deposits lying with the DISCOM.
- 1.06 In case the bidder is likely to be awarded the Contract or if the case has not been finalized, the EMD shall be retained for the period equal to the bid validity period. The EMD of successful bidder shall become part of the initial contract performance guarantee. No interest shall be payable on such deposits lying with the DISCOM.
- 1.07 The DISCOM reserves the right to forfeit EMD or part thereof in circumstances and initiate actions as deemed appropriate, which according to it indicates that the bidders are not earnest in accepting/executing orders placed under given specifications.
- 1.08 The bank charges (if any) shall be attributable to the bidder, only.
- 1.09 EMD shall be forfeited in case of withdrawal or modification of a bid/offer after opening of the bids within the validity period as specified in E-tender Notice.

### **2. Documents comprising the bid and sealing of bid**

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

### **3. Submission of bid**

- 3.01 Both the Part-1 and Part-2 shall be submitted online only.
  - i. The Bidders are requested to ensure that all required schedules duly filled-in, are submitted. The bidders should also note that in absence of any of the schedules except price bid, their offer is likely to be rejected.
  - ii. Transfer of the documents purchased online by one bidder to any other bidder is not permissible.
  - iii. The submission of a tender by the bidder implies that he has read and accepted the instructions, conditions of the Contract and made himself aware of the scope and specifications of the work to be done/ supplies to be made. The DISCOM will not, after acceptance of Contract rate, pay extra charges for any reason whatsoever, in case the bidder is found later to have misjudged any condition(s).
  - iv. It is necessary to purchase the Bid documents online from e-portal of GoUP.

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

### **5. Opening of bids**

- 5.01 The DISCOM shall open online bids at the date and time for opening of bids as specified in Section-I "Essential tender information" of this bid document or on the date and time as intimated to the bidder on successful completion of evaluation of techno-commercial bids in case of Single-Stage Two-Envelope bidding. In the event of the specified date for the opening of bids being declared a holiday for the DISCOM, the bids will be opened at the appointed time on the next working day.
- 5.02 Bids that are not opened and read out at bid opening will not be considered for further evaluation, regardless of the circumstances.
- 5.03 The bidders' names, bid prices, and the presence or absence of the requisite EMD and such other details as DISCOM at its discretion may consider appropriate, will be recorded at the time of bid opening.
- 5.04 In the case of Single-Stage Two-Envelope bids, on the bid opening date only the techno-commercial bid shall be opened. The date for opening of the Price bid shall be as per Key date. In case of extension of due date, the same shall be uploaded in DISCOM's website & e-portal and accordingly Key date shall be amended. No separate intimation shall be given to the bidders.
  - i. Opening of Envelope-I (A) (containing Earnest Money Deposit) and Envelope- I (B) (containing Techno-commercial bid): The first envelope with EMD shall be opened on the due date and time of bid opening as specified in Section-I Essential tender information of this bid document. The requirement for EMD shall be verified and thereafter the second envelope, i.e. the Techno-commercial bid, shall be opened on the same date in respect of eligible bidders (whose EMD is found to be as per the requirements).
  - ii. Opening of Envelope-II - Price bid: Price Part of only those Bidders shall be opened on-line who are determined as having submitted substantially responsive bids and are ascertained to be qualified to satisfactorily perform the Contract. A negative determination of the bids, shall be notified by the DISCOM to such Bidders and the price bid uploaded by them shall not be opened

### **6. Change in date and time of opening of bids**

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

### **7. Canvassing of bids**

- 7.01 Bid shall be deemed to be under consideration, after opening of bid, till placement of order to the successful bidder. During this period, the bidders or their authorized representative(s) or other interested parties are advised strongly in their own interest, to refrain from contacting or influencing by any means any of the DISCOM's personnel or

representative on matters relating to bid under process. As any such effort or activity may result in rejection of that bidder's proposal/offer.

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

8.01 The DISCOM reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected bidder(s) or any obligation to inform the affected bidders) of the grounds for such decision. No correspondence, in any form, and at any time, shall be entertained by the DISCOM in this regards.

**9. Currency of Price Bid**

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

**10. Validity of bids**

10.01 The bidder's proposal must remain valid for acceptance for a period of 365 days from the date of opening of bid (Envelope-1) or any other extended date for their receipt or any other extended period consented upon by the bidders. The DISCOM may ask the bidder to extend the validity period of their bid) and during this period no bidder shall be allowed to withdraw their bid. Any such withdrawal during the said period will entail forfeiture of EMD deposited by the bidder with their bid. The bidders who agree to such extension shall confirm that they maintain the availability of the professional staff nominated in the proposal or in their confirmation of extension of validity of the proposal.

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

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

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

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

**11. Bid evaluation**

Preliminary examination

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

**12. Period Of Contract**

The period of Contract under the scope of work shall be completed 30 days from the date of issue of material. Further, the Discom may terminate the contract by giving 30 days' notice without assigning any reason.

**13. Jurisdiction**

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

**14. Blacklisting**

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

**15. Taxes**

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

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

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

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

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

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

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

## **16. Termination of Contract**

### **16.01 Events of default**

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

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

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

### **16.2 Termination for Convenience**

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

### **16.3 Termination due to Change in Government / Management Policy**

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

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

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

- i. Upon serving the “Order for Termination”, the Discom shall have rights to step-in and takeover the operations. The Contractor shall be obliged to co-operate with Discom and provide all necessary support, data, documents, information, etc. which may be required by the Purchase for successful takeover of the operations and continuum of the services. However, during transition period the Contractor shall continue to provide such services, as may be required by the Discom for smooth take-over of operations.
- ii. If the contract has been terminated on occurrence of “Event of Default” as defined in
  - a. Clause 20.1. The Contract Performance Guarantee submitted by the Contractor shall be invoked on or after the effective date of “Termination of the Contract” and amount so realised shall be forfeited by the Discom, as a reasonable pre-estimate of the losses which have occurred to the Discom due to non-performance of the Contractor.
- iii. If the contract has been terminated on convenience as per Clause 20.3, the Discom shall have rights to recover any amount payable by Contractor to the Discom from the Contract Performance Guarantee.
- iv. The Discom unconditionally reserve the rights to claim from the Contractor, any cost, expenses or loss that may be incurred by reasons of breach of terms and conditions of the contract.
- v. The Discom shall not be liable for payment of any compensation, whether in contract or tort or otherwise, towards the Contractor or any third party, upon termination of the contract.
- vi. Upon termination of the contract, the Contractor shall immediately:-
  - ) Remove it’s manpower deployed on performance of services pertaining to the Contract;
  - a) Cease all further work, except for such work as the Discom may specify in the “Order for Termination” for the sole purpose of protecting that part of the facilities already executed, or any work required to leave the site in a clean and safe condition;
  - c) Remove all Contractor’s equipment from the site, repatriate the Contractor’s and its subcontractors’ personnel from the site, remove from the site any wreckage, rubbish and debris of any kind, and leave the whole of the Site in a clean and safe condition; and
  - d) deliver to the Discom the parts of the facilities executed by the Contractor up to the date of termination
  - e) to the extent legally possible, assign to the Discom all right, title and benefit of the Contractor to the facilities as of the date of termination, and, as may be required by the Discom, in any subcontracts concluded between the Contractor and its Subcontractors; and
  - f) Deliver to the Discom all non-proprietary drawings, specifications and other documents prepared by the Contractor or its Subcontractors as at the date of termination in connection with the facilities.
  - g) The Discom shall have the rights to recover from the Contractor any loss or damage occurred to the property/ items/ materials/ equipment etc. of the Discom, due to any act of Contractor or its personnel.

## **17. Miscellaneous**

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