



1.	E- TENDER NO.	:	ETC-95/2025-26	
2.	TENDER FOR	:	Construction of 33 KV ADMS : Bay at 132 KV Substation Gangiri, under E-400 KV S/s Aligarh	
3.	TENDER COST	:	Rs. 590.00 [Rs. 500.00 (Tender cost) + Rs. 90.00 {(CGST+SGST)/(IGST)}]	
4.	EMD	:	Rs. 5100.00	
5.	START DATE AND TIME OF SALE/DOWNLOAD TENDER DOCUMENT	:	Date	Time
			30-03-2026	13:00 Hrs
6.	END DATE AND TIME OF SUBMISSION TENDER	:	Date	Time
			13-04-2026	12:00 Hrs
7.	DATE AND TIME OF OPENING OF PART-I OF TENDER	:	Date	Time
			15-04-2026	10:00 Hrs
8.	DATE AND TIME OF OPENING OF PART-II OF TENDER	:	Shall be intimated afterward through <a href="http://www.etender.up.nic.in">www.etender.up.nic.in</a>	

OFFICE OF THE  
 SUPERINTENDING ENGINEER  
 ELECTRICITY TRANSMISSION CIRCLE  
 LAL DIGGI, ALIGARH-202001  
 PH. No.: 0571-2702130

**PRE-QUALIFYING CONDITIONS OF TENDER**

The price bid of only those firms shall be opened who shall fulfil following pre-qualifying conditions. Tenderers are required to submit the following documents in support of the same in part-I of the tenders failing which part-II (Price bid) of the tender shall not be opened. Incomplete tender documents shall not be acceptable. Tenderers not full filling pre-qualifying conditions at the time of opening of part-I of the tender, shall not be entitled for opening of price bid (Part-II) and their bids will be rejected.

1. Tender cost and requisite amount of Earnest Money will be directly credited in departmental account of Superintending Engineer, Electricity Transmission Circle, Aligarh through RTGS/NEFT from the account of the firm only. Documentary evidence with pre-qualifying condition, technical & commercial terms & conditions shall be submitted with the bid in part-I. Details of bank account given below.

**Details of Bank Account:-**

<b>Name of Account</b>	<b>Superintending Engineer, Electricity Transmission Circle</b>
<b>Account Number</b>	<b>10975836430</b>
<b>Name of Bank</b>	<b>State Bank of India</b>
<b>Name of Branch</b>	<b>Main Branch Aligarh</b>
<b>IFSC Code</b>	<b>SBIN0000604</b>

2. Documentary evidence of RTGS/NEFT, of tender cost & earnest money (having details of UTR no. date, bank account number, amount firm's name etc.) should be uploaded with part-I of tender bid on E-tender website www.etender.up.nic.in. The tender cost and earnest money should be transferred from the account of the firm only. The bids of the firm without uploading of documentary evidence of RTGS/NEFT of tender cost & earnest money (having details of UTR number date, bank account number, amount firm's name etc.) shall not be accepted and their Part-II shall not be opened.
3. The firm or its proprietors should have valid permanent account number and they shall upload Last Three Financial Years Income Tax Returns along with photo copy of PAN Number.
4. All contractor participating in tender must have GST no., relevant (must be registered for same work as tender uploaded) GST document/ certificate must be submitted along with tender document.
5. For quoting the rates, considerably below the estimated value of the tender, the security amount, as per Decision of the Board of Directors of UPPTCL vide no. 353/CS/Transco/SBd (53)/2017 dated 11.07.2017, shall be deposited by the tenderer, in whose Name/Favour, tender is finalized by the competent committee in form of FD/RTGH/NEFT/BG.
6. GST no. of UPPTCL is **09AAACU8823E1Z9**.

**2.0 Technical Qualification and Minimum Performance Requirements:**

The Applicant must have following technical experience as below (For GIS/ AIS/ Hybrid) same technology experience shall be applicable):-

**A. 33 kV Bay:**

Applicant should have successfully completed the construction, installation and commissioning work of min. **02 Nos.**(AIS/GIS) Bays **33 KV or above voltage class** in last **05 years** for any Transmission Licensee or Generation plant and as on the originally scheduled date of E- tender opening i.e.....

OR

Bidder should have successfully completed Erection, Testing & Commissioning on Turnkey basis of minimum **02 no.** 33 KV or above voltage (AIS/GIS) Sub-station having minimum 05 no. 33 KV bays during last five years for any Transmission or Generation Licensee as on the originally scheduled date of bid opening i.e. ....

Applicant must submit details in support of above as per Table A-1 along with necessary documents.

**3.0 Financial Qualification**

**3.3.1** The Minimum Average Annual Turnover\* (MAAT) will be taken as Average of the Best Three Financial Years Turnover out of the Last Five financial years preceding to the year of NIT is published. In case the Applicant is in existence for less than five financial years the minimum average annual turnover shall be average of the turnover of the completed no. of financial years. The Applicant who is in existence for less than one complete financial year shall not be qualified.

**The MAAT shall not be less than Estimated cost or 20 Lakh whichever is higher.** The project related turnover of the tendering company on standalone basis only (excluding its Associate companies /Holding Company) shall be considered.

**3.3.2** The Applicant shall have **Liquid Assets** (Cash at Bank & Fixed Deposit) and Un-Utilised credit facility (both Fund & Non Fund based) available from bank(s) duly certified by the Bank(s) at the end of Month preceding to the previous Month of E-Tender opening, **shall not be less than 15% of Estimated cost.**

**3.3.3** **Net worth of Applicant** as per the audited financial results **shall be positive** on the last day of the preceding financial year. Net Worth means the sum total of the paid-up share capital and free reserves (excluding reserves created out of the revaluation of assets, write back of depreciation provisions and amalgamation & Capital Reserve) net of P&LA/C (Dr. balance) and miscellaneous expenses to the extent not adjusted or written off.

**3.3.4** The Applicant shall furnish documentary evidence (Audited Annual Account & CA Certificate). **CA Certificate without UDIN No. will not be considered** in support of the qualifying requirement stipulated as above:

Sl. No.	Financial Qualifications	(Rs. in Lakh.)
1	MAAT	Estimated cost/ 20 Lakh (Higher)
2	LA	15% of Estimated cost
3	Net Worth	Positive

**3.3.5** The Owner reserves the right to reject the proposal of the Applicant, if:

- (a) The Applicant made misleading or false representation in the form of statements and attachments submitted in proof of the qualification requirements.
- (b) Has a record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion.

**3.4 Registration of ESI, EPF, WC Policy, Labour License and Electrical Safety Registration:-**

- a) The Applicant must be registered in ESI & EPF respectively including Labour department Registration in UP Govt.
- (b) The Applicant must be registered as Class A contractor in Electrical Safety Department of UP or any other State Govt. or Central Govt. (which shall be verified) and shall get extended during the tenure of Agreement.**
- (c) The Bidder must submit Character Certificate issued by District Magistrate (DM) valid on the date of Bid Submission.

Copies of Certificates in this respect shall be submitted along with Tender documents.

- (d) The Applicant should also have W.C. Policy or give affidavit to take the same before Start of the respective Work allotted to the Firm as per terms of the Contract awarded.

**3.5 Applicants Credibility Criteria:**

- (i) The Applicant who stands currently debarred by UPPTCL / Any DISCOM of UP / Govt. of UP or black listed by any Distribution/ Transmission/ Generation Utility/Govt. Department in India as on the schedule date of opening of tender shall not be eligible to participate in this tender.
- (ii) The Applicants should not have any pending litigation with UPPTCL with regard to any O&M Work/Project or related activity.

**ANNEXUREs against Technical PQR****Table A-1 (Work Order Details)**

S. No.	Work Order No. & Date	Name of the Organization	Name/ Scope of the Work	Work Order value in Rs Lakhs	Executed value in Rs. Lakhs	Schedule Completion Date	Actual Completion	Reference Document uploaded including <b>Performance Certificate</b>

Signature of the Contractor

**Note:** The Performance Certificate by Owner Organizations in support of A-1 must be submitted similar to proforma below:

**Proforma for Performance Certificate**

This is to certify that .....(Name of Applicant/ Firm) has completed the work of ..... (Detail of work completed as per column-5 as per table A-1) ..... against Agreement no./Work order no. of ..... (Name of Transmission Licensee or Generation plant)and performance is found satisfactory during complete performance period.

**Signature & Stamp of Issuing Authority**

E- TENDER FORM

E- Tender For .....

Against tender No. ETC...../2025-2026

From:

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

To,

Superintending Engineer  
Electricity Transmission Circle  
U.P. Power Transmission Corporation Limited  
Aligarh

Sir,

With reference to your invitation to tender for above, I/We offer to the UPPTCL, the items in to schedule annexure or such portion here you may determine in accordance with the annexed conditions of contract, WPP, specification and schedule of rate in the satisfaction and schedule of rate and quantity in the satisfaction of the purchaser of in default thereof forfeit the pay to UPPTCL the sum of money mentioned in the said conditions.

The rates quoted are inclusive of prorates and in full satisfaction of all claims.

I/We agree to abide by this tender for the period of 150 days from the date of opening of the tender.

A sum of Rs. ....

Rupees..... in the form of .....bearing Sl. no..... dated.....as earnest money has been forwarded to Superintending Engineer, Electricity Transmission Circle, U.P. Power Transmission Corporation Limited, Aligarh duly pledged in favour, the full value of which shall be released by UPPTCL against the security ,specified in clause of the special and general conditions to the tenderers.

WITNESS(WITH FULL ADDRESS)

Yours faithfully,

1.....

2.....

Signature of tenderer with seal

Date:-

FORM OF VALIDITY

Tender invited by:- Superintending Engineer,  
Electricity Transmission Circle,  
U.P. Power Transmission Corporation Limited  
Aligarh

Tender for: - .....

Tender Notice No. and due date:- ETC- /2025-2026 Due on .....

Name of Tenderer:- .....  
.....  
.....  
.....

IN CONSIDERATION of the U.P. Power Transmission Corporation Limited having treated the tenderer to be an eligible person, whose tender may be considered , the tenderer hereby agree to the condition that the proposal in response to the above invitation shall not be withdrawn within FOUR MONTHS from the date of opening of the tender and also to be condition that if thereafter the tenderer withdraws his proposal within the said period, the Earnest Money deposited by them may be FORFIETED to the U.P. Power Transmission Corporation Limited on the designation of the Engineer-in – charge.

WITNESS

Signature of tenderer with seal

Full Name

1.....

Signed this .....day of.....

2.....

TENDER PROFORMA  
(To be filled by the tenderer)

EXTRACT INSTRUCTIONS TO THE TENDERER

Your tender shall not be considered, if you fail to submit this proforma duly filled in. Replied should be completed without ambiguing and should be clarified in written against each item. Terms such as reference covering letter etc. shall not be acceptable. You may, therefore, attach extra sheets, if the space left is not sufficient.

- 1 Specification No. against which you have tendered. :
- 2 Receipt No. & date by which the cost of tender specification was deposited by you. :
- 3 Amount of earnest money deposited with the Superintending Engineer, Electricity Transmission Circle, UPPTCL, Aligarh. :
- 4 Are you registered with the UPPTCL, if so, state the letter reference of corporation vide which you are registered. :
- 5 Do you agree with all the conditions of the tender specifications and if not, state the modifications clearly which you would desire in the general conditions of the contract Form 'A'/'B' (it may please be noted that it shall be entirely at the description of the Superintending Engineer, ETC, Aligarh to accept or reject the modifications proposed) :
- 6 Please state clearly (Answer YES/NO), if you would agree to execute the work/supply in cases the modifications suggested under sl.no.5 are not accepted by the corporation without imposing any further conditions from your side. :
- 7 Give the reference which can certify your financial status and capacity to undertake such work. One of the references should be a scheduled bank of India. :
- 8 Do you confirm that there is no typographical mistake, omissions in your tender Form and all other documents forming part of the tender (answer YES/NO) :
- 9 Have you submitted the list of past work/supplies executed(if so give details) :
- 10 What is the VALIDITY of your tender(State days/month): :
- 11 The quoted rates are FOR destination and also Inclusive of all taxes and duties except GST. :
- 12 Quote your GST No. along with their document. :
- 13 Quote your postal address along with contact number & email address. :

Signature of tenderer with seal

**WORKING EXPERIENCE AND FINANCIAL CAPACITY FOR EXECUTION OF  
WORKS/ SUPPLY**

1. Details of Working/Supplies experience of M/s.....

Sl.No.	Name of organization with which agreement/order executed	Agreement/purchase order No. & date	Details of works/supplies	Cost of agreement/ supply order.
1	2	3	4	5

**Note:-**

1. Testimonials in support of the above may be submitted from officer not below the rank of Executive Engineer.
2. Attach additional papers, if details are not covered in the table.
3. Position of last assessed your INCOME TAX CLEARANCE

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

4. Financial capacity of contractor(Give banker's name)

.....  
 .....

Signature of tenderer with seal

Date:-

**Details for Tender cost Transaction**  
**(To be Submitted with Part-I)**

<b><i>Sl. No</i></b>	<b><i>Particular</i></b>	<b><i>Description (To be filled by Tender)</i></b>
1.	Tender Number	
2.	Tenderer Name	
3.	Date of Transaction	
4.	UTR Number	
5.	Amount in Figure	
6.	Amount in Words	
7.	Details of Account from which transaction done	-
(i)	Account Name	
(ii)	Account Number	
8.	Issuing Bank	
9.	Issuing Branch	
10.	Issuing Branch IFSC Code	
11.	GST Number	
12.	Firm's Vendor Code of UPPTCL ERP	

**Details for Earnest Money Transaction**  
**(To be Submitted with Part-I)**

<b><i>Sl. No</i></b>	<b><i>Particular</i></b>	<b><i>Description (To be filled by Tender)</i></b>
1.	Tender Number	
2.	Tenderer Name	
3.	Date of Transaction	
4.	UTR Number	
5.	Amount in Figure	
6.	Amount in Words	
7.	Details of Account from which transaction done	-
(i)	Account Name	
(ii)	Account Number	
8.	Issuing Bank	
9.	Issuing Branch	
10.	Issuing Branch IFSC Code	
11.	Firm's Vendor Code of UPPTCL ERP	

Signature of tenderer with seal

Date:-

UNDERTAKING BY BIDDER TOWARDS ANTI PROFITEERING CLAUSE OF  
GST ACTS RULES  
**(TO BE SUBMITTED ON LETTER HEAD)**

To,

Superintending Engineer,  
Electricity Transmission Circle,  
Lal Diggi, Aligarh.

Subject:- Undertaking towards compliance of provision of section 171 of the GST Act 2017 pertaining to Anti Profiteering.

Ref: E- Tender/WO:PO/No.....date.....for supply/work of  
.....(Brief description of  
work/supply).

Sir,

1. We.....(Name of bidder with  
address) have submitted Bid No.....against aforesaid tender.

Or

We.....(Name of Contractor with  
address) have accepted the WO/PO  
No.....date.....for the above referred work supply.

2. According to section 171 of CGST Act/SGST Act, “any reduction in rate of tax on any supply of Goods or Services or the benefit of input Tax Credit shall be passed on to the recipient by way of commensurate reduction in prices.”
3. Accordingly, we hereby offer a discount of Rs...../.....% on quoted prices due to reduction in rate of tax or availability of benefit of input Tax Credit. Further working on the basis of which benefit of reduced prices is working out shall be provided to UPPTCL along with supporting document/evidences.
4. We hereby confirm that, above discount are maximum possible benefit available and is in compliance with the aforesaid Section 171 of CGST/SGST.
5. In case it is found at a later that, any additional benefit on account of GST is available to us, we hereby undertake to pass on the benefit to UPPCL/UPPTCL subsequently.
6. In case of failure from our part, of passing on the benefit we hereby authorize UPPTCL to recover the amount from any amount due to us, or to take legal action us for recovery the amount due to us, or to take legal action against us for recovery of the same.

Place:

Date:

Signature of Authorized Signatory of  
Bidder/Contractor  
Name  
Designation  
Seal

**AFFIDAVIT OF BIDDER**  
**(to be submitted on Rs. 100 stamp paper duly certified by Notary also with  
firms signature and seal)**

BEFORE Sri/, Notary, At-.....

**Affidavit**

WHEREAS Superintending Engineer, Electricity Transmission Circle, UPPTCL, Aligarh, having Office at Lal Diggi, Aligarh-202001, U.P has floated its E- Tender No.....inviting bids from eligible bidder for **Construction of 33 KV ADMS Bay at 132 KV Substation Gangiri, under E-400 KV S/s Aligarh**, AND WHEREAS M/s .....having its registered office at (briefly "Bidder") has offered its ETC bid on .....in response to the said E- Tender No.....of UPPTCL expressing its interest to take Lease of Dark Fiber for providing value added telecom service to outsider.

AND WHEREAS the said E- Tender No..... of UPPTCL requires the Bidder to solemnly confirm no debarment/black listing, accept fraud prevention policy of UPPTCL and affirm the correctness of the document & information furnished in its bid so offered to UPPTCL.

NOW THEREFORE, in response to the above requirement, and having been duly authorized by the Bidder, I Sri/ Mrs. ....aged about ..... years, Son/Daughter/Wife of Sri/Mrs. ...., at present working as..... of M/s..... (The Bidder) do hereby solemnly affirm and state as follows:

1. That I am competent and have been duly authorized by the Bidder M/s..... to swear this affidavit on its behalf.
2. I/We, the undersigned do hereby declare that, I/We have never failed to perform satisfactorily in any work of UPPTCL/ Govt. Of Uttar Pradesh /Central Govt./ in any Govt. funded Project during last three financial years (and the current financial year) and / or I/We do not stand currently debarred/blacklisted (nor any litigation pending) by Government of India/Government of Uttar Pradesh/Central PS Us/State PSUs of any State of India.
3. Further, I/We, the undersigned do hereby declare that, I/We have not been declared as Insolvent or referred to National Company Law Tribunal (NCLT) under the Insolvency and Bankruptcy Code (IBC), 2016.
4. We have read the contents of the Fraud Prevention Policy of UPPTCL displayed on its ETC tender website <http://www.UPPTCL.org>, ETC and undertake that we along with our associates / collaborator / Vendor/sub-vendors/ consultants / service providers shall strictly abide by the provisions of the fraud prevention policy of UPPTCL
5. That the documents and information furnished by the Bidder in its bid offered in respect to the said ETC Tender No..... of UPPTCL are true and correct.
6. That in the event any document and information as furnished by the Bidder in response to the said E-Tender No of UPPTCL is found/ considered by UPPTCL at any time as to be not correct/ wrong, UPPTCL shall be competent and at liberty without any show cause to the Bidder to terminate its Lease Agreement/ agreement with the Bidder.,
7. UPPTCL shall also be competent, without any reference to the Bidder, to black list the Bidder and debar the Bidder from participating in any other Tender of UPPTCL pursuant to its consideration/ finding that the Bidder has furnished any incorrect/ wrong document and information tendered/made pursuant to E- Tender No of UPPTCL.
8. That the affirmation made herein above is/are correct and true and nothing stated herein is false.
9. I/We, the undersigned do hereby declare that, I/we have no any pending litigation with the UPPTCL.

## **GENERAL CONDITIONS**

### **1-SCOPE OF WORK:-**

The Scope of the work covers Construction of 33 KV ADMS Bay at 132 KV Substation Gangiri, under E-400 KV S/s Aligarh, including all other associated works to complete the work shall be as per specification as detailed in the technical Specifications. The other works which have not been included in the price schedule but essential for successful completion of work shall be done by the contractor without any extra cost.

### **2-MATERIAL AND WORKMANSHIP:-**

The entire execution of work shall be done observing strict quality control in line with various drawings and technical specifications. Any sub standard work done shall not be acceptable in any case. The workmanship shall be of highest grade and entire manufacturing shall be in accordance with the best modern engineering practices.

### **3-MINOR ACCESSORIES FOR COMPLETION OF WORK:-**

The contractor shall also complete all the minor works which have either not been specifically mentioned in this specification or in the tender submitted but are essential to complete the work satisfactorily as per technical specifications. No extra payment shall be made on account of this. The nature of minor work shall be decided by the Supervising Engineer.

### **4-SUB STANDARD WORK:-**

In case, any work or part thereof not found as per technical specification shall not be accepted. The contractor shall have to do the defective part of work again at his own cost. The cost of any test as ordered by the engineer of contract to ascertain the proper quality of work shall be borne by contractor. In this connection the decision of engineer of contract shall be final.

### **5- T & P:-**

All T & P required for proper execution of works shall be arranged by the contractor himself, at his own cost.

### **6- LABOUR:-**

All types of labour, skilled & unskilled shall be arranged by the contractor at his own cost. In this connection department does not take any responsibility. All the labour laws will be followed by the contractor.

However, if at any stage it is found that proper skilled personnel has not been deployed by the contractor for the work he has to withdraw the unskilled labour doing the skilled job and deploy skilled personnel meant for doing the job. Also the person deployed by the contractor found indulging in the act of union, indiscipline or anything objectionable activity shall be removed from site if asked to do so by supervising engineer/engineer of contract.

### **7- ELECTRICITY RULE:-**

All the works shall be carried out as per relevant provision of Indian Electricity Rule 1956 and Indian Electricity Act 1910/2003 or any amendment thereof. Technical specification of the contract and any other manual referred to therein shall be strictly adhered to.

**8- SAFETY:-**

All safety rules shall be strictly observed by the contractor during the entire period of execution of work. However, in case of any major or minor accident, the contractor shall be wholly responsible for all consequences arising thereof including payment of compensation under 'Workers' compensation Act and the department shall in no way be responsible of this. Contractor shall ensure insurances of the staff deputed under work compensation Act and ESI. The deputed staff shall have minimum qualification and valid registration for the work of electrical installation.

**9- ELECTRICITY:-**

Electricity supply whenever required for completion of work will be provided by the department at the distribution Board installed in switchyard/control room free of cost.

**10- ACCOMODATION:-**

No accommodation shall be provided by the department at site for housing of labour & material. However, the contractor may make his own temporary arrangement at place as decided by supervision engineer at the site.

**11- STORAGE OF MATERIAL:-**

All the material as and when received shall be handed over to contractor by the concerned JE on verification of the invoice immediately. The contractor shall make his own arrangement to store it properly till the completion of work.

**12- WATCH & WARD:-**

Round the clock watch and ward of material shall be done by the contractor at his own cost. For this he will deploy separate security gang other than regular gang. Department does not take any responsibility in this regard.

**13- THEFT & LOSSES:-**

In case of any theft and losses, of material duly handed over to contractor, he shall be fully responsible for the same. Necessary FIR shall be lodged by him with the concerning Police Station. And in case of losses so incurred, not having being recovered by Police, the recovery of same shall be made from the contractor's pending bill and in case the recovery being found in excess of all claims of the contractor arising out of this contract, the same shall be recovered from bills of other contract in the Division or from other Divisions of UPPTCL.

**14- WASTAGE:-**

All efforts shall be made to have minimum wastage of material handed over to contractor for execution of work or for making supply. However, wastage shall only be allowed if given in special condition of the contract.

**15- FORCE MAJURE:-**

Due to force majeure reasons which shall include, acts of God, acts of public enemy, wars blockages, insurrection, riots, epidemics, landslides, earthquakes, storm, lightening, floods, washouts, civil disturbances, exploration, strike and any other similar events beyond the control of the contractor, if written notice is given within 07 days from occurrence, the contractual obligations shall remain suspended till the force majeure continues.

**16- VARIATION:-**

- a) The quantity mentioned in the bill of quantity may vary up to (+) (-) 10%.

**17- INSURANCE:-**

The responsibility to maintain adequate insurance coverage at all times during period of contract for safety of staff deployed and material handed over shall be that of contractor only. The contractor shall also arrange necessary insurance to indemnify third party risk arising out of work to be executed by him at his own cost. The department shall not be responsible in any way, in case of any mishappening. The risk covered under insurance shall be loss/damage in transit, loading/ unloading, Storage and erection (transit cum 45 days storage insurance) theft, pilferage accident of all kind etc.

In cash of electrical accident(fatal) of the contractor's employee immediate relief of Rs.10.00 lacs to be provided to the dependents of the deceased. The same shall be paid by the department and for the recovery contractor has to ensure Group Insurance of all the employees engaged by him and the premium shall be paid by him only at his cost. The contractor shall lodge claim to the insurance company and pay back the amount of Rs.10.00 lacs to the department within 120 days failing which same shall be deducted from the bills of the contractor.

**18- SUPERVISION:-**

Executive Engineer E-400 KV S/s Div Aligarh shall be over all in-charge of supervision of each & every work in the contract. JE and SDO entrusted to get the work done, shall personally ensure that the execution is done exclusively as per specification of contract. In case of any deviation he will immediately write to contractor under intimation to Supervising Engineer. For any poor workmanship JE and SDO shall be personally responsible.

**19- RECORDING MEASUREMENT:-**

As soon as any work is completed or material received and checked, its measurement shall be recorded in the MB by JE immediately without waiting for bills to be raised by the contractor. Timely Issue of material shall be ensured by JE and AE/SDO. In case of any dispute in measurement and the contractor not agreeing with it, he will immediately bring the matter to the notice of SDO/Supervising Engineer giving his reasons for incorrect measurement.

**20- VERIFICATION OF BILLS:-**

Contractor has to submit bills on BTS and a hard copy to be submitted to Executive concerned within 07 days of creation of BTS. All the rule of inventory/guidelines material movement and payment of bill shall be ensured by concerned SDO/EE on SAP/ERP.

**21- DISPUTE:-**

Any dispute arising out of the contract shall be under the jurisdiction of local courts at Aligarh and Honourable High Court, Prayagraj.

**22- OTHER TERMS & CONDITIONS:-**

The other terms and conditions shall be governed as per U.P. Power Corporation's general terms and conditions of WPP.

SUPERINTENDING ENGINEER  
ETC ALIGARH

## FINANCIAL CONDITIONS

### 1- **PRICE:-**

The prices quoted shall be firm during the period of contract.

### 2-**STATUTORY DUTIES AND TAXES:-**

a) **LOCAL TAXES AND LEVIES:-** All such taxes, if levied shall be borne by the contractor & deemed to be included in rates quoted.

b) **INCOME TAX -** The contractor shall be liable and responsible for payment of such taxes if attracted under the provision of law. The same shall be deducted from the bills of the contractor.

c) **GOODS & SERVICE TAX :-** Goods & Service tax as per provision of the law, if applicable shall be paid extra.

### 3-**SECURITY DEPOSIT:-**

a) In order to secure/assure the fulfilment of the contract, the successful tenderer, upon receipt of preliminary acceptance letter/detailed purchase order as the case may be, shall furnish within 15 days a security amount of 1% of the contract value in the form of FDR/CDR in favour of the ordering authority or as directed.

b) The amount of Earnest money may be converted into security deposit subject to condition that additional amount (difference) has to be furnished in the form of FDR/CDR.

c) The security money shall be released after 6 months from the date of successful completion of supply/work.

d) The security money shall be forfeited either in whole or in part at the absolute discretion of the engineer of contract, if the contractor fails/neglects to observe/perform any of his obligations under the contract.

e) Additional Security of Rs. .... in terms of corporation order No. 353/CS/Transco/cSBd(53)/2017 dated 11.07.2017 has been deposited vide FDR A/C No. .... dated .....of .....

### 4-**COMPLETION PERIOD:-**

**The work of Construction of 33 KV ADMS Bay at 132 KV Substation Gangiri, under E-400 KV S/s Aligarh shall be completed within 30 days from the date of Agreement/issue of LOI. Subject to availability of shutdown.**

(a) Delay on part of UPPTCL shall not be counted in the above period.

### 6-**DELAY IN COMPLETION OF WORK:-**

a) Time is the essence of any contract. Should the contractor fails to execute the work within specified time schedule for completion of work, a penalty @ ½ % per week of part there of subject to maximum of 10% shall be deducted from the bills of the contractor.

- b) If the contractor fails to execute the work after expiry of time as given in the  
c) notice served to contractor, the supervising engineer shall purchase or get the work executed from other agency and the excess expenditure so incurred in completion of balance work shall be recovered from the contractor's pending bills against the agreement or anywhere else in UPPTCL or from the security/performance deposit.  
d) Any financial liability arising from and consequent upon failure of the contractor to adhere to the stipulated delivery schedule shall be to the contractor's account.

**7-TERMS TO PAYMENT:-**

100% payment shall be made through ERP after deducting all taxes and duties as per govt. rules. The contractor has to deposit 10% performance guarantee in shape of FDR/CDR valid for six months from the last date of successful completion of work for performance Guarantee in favour SE ETC Aligarh at the time of agreement and shall be released after six months from the last date of completion of work after getting satisfactory performance report from the concerned Supervising Engineer the executive engineer concerned. The payment shall be made online through ERP/SAP.

**8-MODE OF PAYMENT:-**

- a) All payment shall be made through RTGS/NEFTs/ Online Medium only. Contractor has to submit bills on BTS and a hard copy to be submitted to Executive concerned within 07 days of creation of BTS.  
If, the payment is withheld due to reasons attributable to the contractor, same shall be released only after grounds for withholding the payments are removed.

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### **SPECIAL CONDITIONS OF CONTRACT**

**NOTE:-** **These conditions shall be read and construed along with the General Conditions of WPP but in case there is any conflict or inconsistency among these special conditions and the General Conditions, the provisions of Special Conditions shall prevail.**

### **SCOPE OF WORK**

This contract is work contract for Construction of 33 KV ADMS Bay at 132 KV Substation Gangiri, under E-400 KV S/s Aligarh with other associated works as specified in the Technical Specifications of work, Schedule of quantity and prices, conditions of WPP and drawings and manuals etc. If the contractor fails to carry out the work at any moment, the work shall be got done by some other agency and for that actual expenditure incurred plus 15% supervision charges may be recovered from the contractor and security/earnest money or such other payments shall be forfeited. Letter sent to the contractor through registered post from EE concerned /Engineer of contract shall be considered enough for the purpose.

### **SUPERVISING ENGINEER**

Executive Engineer concerned or his authorized representative shall be responsible for execution of contract on behalf of the UPPTCL in accordance with the terms and conditions thereof for the work or such portion. In case of conflict between Supervising Engineer and contractor on interpretation of the terms and conditions of this contract, the decision of the Superintending Engineer, Electricity Transmission Circle, Aligarh shall remain final and binding on both parties.

### **PRICES**

The prices given in the schedule of quantity and prices shall remain firm in all respect till completion of contractual work.

### **GOODS & SERVICE TAX**

Goods & Service tax as per govt. orders issued from time to time shall be paid by the department extra and other taxes which are legally applicable as per rules shall be borne by the contractor which shall be deducted from the bills of the contractor.

### **SUPPLY OF MATERIAL SHALL BE AS PER FOLLOWING CONDITIONS-**

#### **a) Consignee**

Executive Engineer, Electricity 400 KV S/s Division Aligarh or his authorized representative shall be consignee on behalf of the UPPTCL in accordance with the terms and conditions thereof.

**b) Technical specification and Guaranteed Technical Particulars**

Technical Specification and the guaranteed technical particulars of the equipment/ material to be supplied under this order shall be as detailed in specification, furnished by contractors in tender document and confirmed during sub-sequent correspondence. The material shall be as per drawing /sample.

**c) Delivery**

- i) The delivery shall be affected in serviceable lots/sets of equipment. In case of part dispatches, the delivery shall be deemed to have been affected when last component /part of the equipment of serviceable lot/ set has been delivered.
- ii) The delivery of the equipment shall be completed within 30 days from the date of Issue of LOI/supply order.
- iii) The material shall be supplied from manufacturer or his authorised dealer.

**e) Mode of dispatch**

All the ordered equipment/material and fittings shall be dispatched by the contractor from his work to 400 KV S/s by road transport.

**f) Insurance**

The contractor shall arrange for transit cum 45 days storage insurance from his warehouse to Purchaser's warehouse.

**g) Type/Acceptance Tests**

The type/acceptance test reports of the material shall be submitted to EE concern before supply of material for necessary approval.

**h) Penalty**

Should the supplier fail to deliver the material within specified time schedule a penalty @ ½ % per week or part there of subject to maximum of 10% shall be deducted on the value of incomplete supply.

**Testing & Inspection**

i) All items should be dispatched only after getting equipment inspected or getting inspection waiver as the case may be and after obtaining approval of certificates of routine testes carried out on all equipment in accordance with the latest revision of relevant I.S.S. The inspection call shall be given only when the equipment has been ready in all respect. A period of 01 weeks (with in U.P.) /02 weeks (beyond U.P.) shall be allowed to U.P.P.T.C.L for making travel arrangements of inspection officers to reach the works. In case, the equipment is not available

ii) For inspection at the time of arrival of inspection officers, the contractors shall pay to UPPTCL a sum decided by chief Engineer (TSW) Agra and demanded by "Consignee" the amount shall be paid within 30 days from the date of demand. Further action for inspection of material shall be taken only after the same amount is deposited.

**i) Guaranty/Warrantee**

The material shall be guaranteed for 12 months from the date of putting in use or 18 months from the date of received. The warranty/guarantee shall be extended to UPPTCL by the bidder/manufacturer and defective/damaged material shall be replaced free of cost by the bidder /manufacturer for the period of warranty/guarantee.

**Price reduction for Drawing & manuals**

In case the drawing and manuals as required in this ordered are not supplied by the contractor to the engineer of the contract & Consignee (s), the contractor shall make a deduction equal to 2% of the Ex- works value of the equipment from the bills.

All relevant drawing of equipment/ must be submitted for approval within a week and the agreement/contract must be executed within two weeks of this order.

**MATERIAL TO BE DELIVERED TO THE CONTRACTOR BY THE DEPARTMENT**

The material as per Technical Specifications shall be provided by UPPTCL in the shape and manner specified therein. All labour, T&P and material required for successful completion of work shall be arranged by the contractor at his own cost.

**EXTRA/INCREASE/DECREASE OF WORK**

The contractor shall also complete the works which are not mentioned in the schedule of work but are essential to be done for successful completion of work/contract, shall also be carried out by him without any extra cost as per direction of supervising engineer. The quantity of work may increase/decrease as per decision of UPPTCL without assigning any reason thereof and the contractor shall not claim for it.

**COMPLETION PERIOD**

**The work of Construction of 33 KV ADMS Bay at 132 KV Substation Gangiri, under E-400 KV S/s Aligarh shall be completed within 30 days from the date of Agreement/issue of LOI. Subject to availability of shutdown.**

In case of delay at the end of contractor, a penalty, shall be levied on the contractor as per penalty clause of WPP.

**PENALTY**

If contractor fails to complete the contractual work, the same shall be got done through other agency by the department and additional cost (different amount) of the work shall be levied on the contractor and shall be deducted from his pending bills/security deposited.

- i. In every case in which by virtue of the provisions of labour laws inferred in the state of U.P. all rules and regulations made there-under, the corporation will be liberty to recover such other amounts or any part thereof by deducting it either from his credits with-the corporation to the contractor whereas under this contract or otherwise.

**SECURITY/CUSTODY OF MATERIAL OF UPPTCL**

The contractor shall be fully responsible for security of UPPTCL's material taken in his custody and any shortages/damages caused thereon, shall be recovered from him as decided by the UPPTCL. The contractor shall bear all risk and responsibilities of his labour engaged by him. UPPTCL shall not be held responsible for any casualty, fatal or minor caused to the labour engaged by the contractor at site and he himself shall be fully responsible thereof and shall also bear all risks and responsibilities of his deployed labour. All the labour laws shall be followed by the contractor for the employees to be deployed for the work.

**SECURITY DEPOSIT**

1% Security amount of the contract value shall be deposited by the contractor before execution of agreement which will be refunded after 06 months on successfully completion of work having no dues from the Executive Engineer concerned. The earnest money submitted against the tender shall be converted into security money. If the earnest money is less than 1% of the contract value, the balance amount of security shall be submitted by the contractor in the form of FDR/CDR by pledging in favour of SE, ETC, Aligarh.

Additional Security of Rs. ....in terms of corporation order No. 353/CS/Transco/cSBd(53)/2017 dated 11.07.2017 has been deposited vide FDR A/C No. .... dated 16.03.2022of .....

**PERFORMANCE GUARANTEE**

An amount of 10% of the contract value (with GST) shall be submitted by contractor in shape of FDR/CDR valid for six months from the last date of successfully completion of work for performance Guarantee in favour SE ETC Aligarh at the time of agreement and shall be released after six months from the last date of completion of work after getting satisfactory performance report from the concerned Supervising Engineer.

**PAYMENT**

100% payment after satisfactory complete of work and deducting all taxes and duties as per govt. rules shall be made by the Executive Engineer concerned subject to availability of fund.

**JURISDICTION:**

The contract shall be governed by the Laws of Government of India for the time being in force in District Aligarh in state of Uttar Pradesh and shall be subject to the jurisdiction of local courts at Aligarh and High Court of Judicature at Prayagraj U.P Only.

SUPERINTENDING ENGINEER  
ETC ALIGARH

**ढेका श्रमिक(विनियम ँव उन्मूलन) अधिनियम,1970 के प्राविधान**

1. यह कि संविदाकार का यह दायित्व होगा कि वे कार्य हेतु केवल वे ही कार्मिक नियोजित करें जो आवंटित कार्य के लिये आवश्यक तथा लागू अधिनियमों/कारपोरेशन के आदेशों में इंगित शैक्षणिक /व्यावसायिक योग्यता/प्रशिक्षण रखते हों ँव आवंटित कार्य करने के लिये सक्षम/अधिकृत हों।
2. यह कि संविदाकार का यह दायित्व होगा कि वे नियोजित किये जाने वाले कार्मिकों के कारपोरेशन द्वारा निर्धारित मानकों/संस्था द्वारा प्रशिक्षण सुनिश्चित करें जिसकी सूचना कारपोरेशन के सक्षम अधिकारी को उनकी संतुष्टि के लिये उपलब्ध कराई जायेगी।
3. यह कि संविदाकारों द्वारा कार्मिकों के नियोजन में पूर्ववर्ती परिषद/कारपोरेशन में कार्य कर चुके अथवा शिशिक्षु अधिनियम,1961 के अन्तर्गत प्रशिक्षण प्राप्त शिशिक्षुओं को वरीयता दी जायेगी।
4. यह कि संविदाकार का यह दायित्व होगा कि वे नियोजित किये जाने वाले कार्मिकों का नाम,पिता/पति का नाम,स्थाई ँव अस्थाई पता, जन्मतिथि, शैक्षणिक /व्यावसायिक योग्यता, कार्य का अनुभव कारपोरेशन/विद्युत वितरण कम्पनी में प्रस्तावित तैनाती स्थल ँव कार्यों ँव उत्तरदायित्वों का अवधि ँव समय(घण्टे), कार्मिक की नवीनतम सत्यापित फोटो सहित सभी विवरण स्वयं अथवा अपने अधिकृत प्रतिनिधि द्वारा हस्ताक्षरित पहचान-पत्र की संख्या/विवरण, देय वेतन/भत्ते/सुविधाओं, इनकी अनुमन्यता ँव अवधि, भविष्य निधि खाता संख्या,बीमा तथा सम्बन्धित कार्मिक के बैंक खाते का पूर्ण विवरण संविदा हस्ताक्षरित करने वाले अधिकारी को संविदा हस्ताक्षरण के समय उपलब्ध कराये(कार्य प्रारम्भ करने से पूर्व) ँव इनमें यदि निविदा अवधि में कोई संशोधन हो तो उसकी सूचना 24 घण्टे के अन्दर सम्बन्धित अधिकारी को उपलब्ध कराये।
5. यह कि सम्बन्धित संविदाकार का यह दायित्व होगा कि वे नियोजित किये जाने वाले कार्मिकों के नियोजन के सम्बन्ध में लागू सभी नियमों /अधिनियमों –यथा भविष्य निधि कटौती,कर्मकार क्षतिपूर्ति अधिनियम,1923 आदि का परिपालन सुनिश्चित करें।
6. यह कि सम्बन्धित संविदाकार द्वारा यह सुनिश्चित किया जायेगा कि नियोजित कार्मिक को न्यूनतम वेतन अधिनियम, 1948/लागू अधिनियम/आदेश के अन्तर्गत देय वेतन/भत्तों का ससमय नियोजित कार्मिक के बैंक खाते में भुगतान किया जाता है।
7. यह कि सम्बन्धित अधिकारी को यह अधिकार होगा कि वे बिना किसी पूर्व सूचना के संविदाकार द्वारा प्रस्तावित /नियोजित किसी कार्मिक का नियोजन निषेध कर सके।
8. यह कि कारपोरेशन के सम्बन्धित अधिकारी को यह अधिकार होगा कि वे बिना किसी पूर्व सूचना/क्षतिपूर्ति के संविदाकार द्वारा अपने उत्तरदायित्वों/दिये गये निर्देशों के अनुपालन न होने पर संविदा निरस्त कर सके।
9. यह कि सम्बन्धित अधिकारी का यह दायित्व होगा कि वे यह सुनिश्चित करें कि संविदाकार द्वारा उपलब्ध कराये गये कार्मिक आवंटित कार्य करने के लिए आवश्यक शैक्षणिक योग्यता/व्यावसायिक योग्यता/प्रशिक्षण रखते हो ँव आवंटित कार्य करने के लिये सक्षम/अधिकृत हो। उनका यह भी दायित्व होगा कि वे यह सुनिश्चित करे कि प्रस्तावित कार्मिकों के सम्बन्ध में वॉछित /इंगित सूचनाएं /अभिलेख प्राप्त हो गये है।
10. यह कि सम्बन्धित अधिकारी का यह दायित्व होगा कि वे यह सुनिश्चित करने के लिए कि संविदाकार द्वारा नियोजित कार्मिकों को देय वेतन /भत्तों आदि का ससमय भुगतान बैंक द्वारा सम्बन्धित कार्मिक के बैंक खाते में किया गया है, एक अधिकारी नामित करेंगे। सम्बन्धित अधिकारी का यह भी दायित्व होगा कि वे समय समय पर स्वयं अनुश्रवण कर संविदाकार द्वारा अपने दायित्वों का पालन/निर्वहन सुनिश्चित करें।
11. यह कि सम्बन्धित अधिकारी का यह दायित्व होगा कि वे यह सुनिश्चित करें कि दुर्घटना की स्थिति में लागू कर्मकार क्षतिपूर्ति अधिनियम,1923 /अन्य आदेशों /अधिनियमों आदि के अन्तर्गत अनुमन्य क्षतिपूर्ति /सुविधा सम्बन्धी दायित्वों का तत्काल निर्वहन निर्धारित प्रक्रिया के अनुसार संविदाकार द्वारा किया जाता है।

**अधीक्षण अभियन्ता**  
**विद्युत पारेषण मण्डल, अलीगढ**