निविदादाताओं के लिए आवश्यक निर्देश

– ई–निविदा अपलोड किये जाने की अन्तिम तिथि– 03–06–2026 के 12:00 बजे तक।

– ई–निविदा का प्रथम भाग वेबसाइट पर खोले जाने की तिथि– 03–06–2026 के 15:00 बजे।

– ई–निविदा मूल्य रू0 1180/–(जी0एस0टी0 सहित) एवं ई–निविदा धरोहर राशि रू0 10,000/– मात्र https://dvvnl.org पर टेण्डर सेक्शन में जाकर अपनी फर्म की सूचनाएं भरकर एक बार पंजीकरण कर, सम्बन्धित निविदा के समक्ष 'Pay Now' पर क्लिक कर डेबिटकार्ड/क्रेडिटकार्ड/नेटबैंकिंग द्वारा, जमा करायी जायेगी। भुगतान सफलतापूर्वक होने के पश्चात्, निविदा शुल्क के सापेक्ष Tax Invioce एवं ई0एम0डी के सापेक्ष Receipt पोर्टल से स्वतः प्राप्त होगी, जिन्हें निविदा शुल्क/ई.एम.डी. जमा कराये जाने के साक्ष्य के रूप में बैंक भुगतान की पावती (बैंक कन्फर्मेशन की प्रति) के साथ जोकि निविदादाता द्वारा स्वहस्ताक्षरित होगी, ई–निविदा के प्रपत्रों के साथ ऑनलाइन अपलोड की जायेगी, अन्यथा उनकी निविदा निरस्त कर दी जायेगी।

– निविदादाता द्वारा निविदा दो भागो में डाली जाएगी।

क. प्रत्येक निविदादाता को निविदा डालने से पूर्व निविदा की निम्न शर्तों को पूर्ण करना तथा ई–निविदा पोर्टल पर प्रथम भाग (तकनीकी पार्ट) में मूलप्रति से अथवा स्व–प्रमाणित स्पष्ट/पठनीय छायाप्रतियाँ अपलोड करना भी आवश्यक है:–

1- निविदा क्रय से सम्बन्धित डी0वी0वी0एन0एल0 वेबपोर्टल से प्राप्त Tax Invioce।

2- निविदा की धरोहरराशि से सम्बन्धित डी0वी0वी0एन0एल0 वेबपोर्टल से प्राप्त Receipt।

3- The bidder should have valid for **Class 'A' Electrical License** Holder or
The bidder bill submit copy of the application made for obtaining Class 'A' Electrical License for that financial year but the date of application for the license must be before the opening date mentioned in first tender notice published. It will be mandatory for the bidder to submit the Class 'A' Electrical License before of the allotted work.

4- TECHNICAL EXPERIENCE:-
The bidder should have successfully completed the work of the following nature in the last three financial year as prime contractor from the date of opening of bid part-1:-

i) Should have successfully erected and commissioned similar or higher rating work in a **single order, having minimum order value of 80%** of the estimated cost of the present tender specification, or

ii) Should have successfully erected and commissioned similar or higher rating work in **minimum two order, having minimum order value of 50% each** of the estimated cost of the present tender specification, or

iii) Should have successfully erected and commissioned similar or higher rating work in **minimum three order, having minimum order value of 40% each** of the estimated cost of the present tender specification.

iv) Copy of Agreement and Work Completion Certificate must be enclosed in Part-I.

5- FINANCIAL EXPERIENCE:-

i **The Minimum Average Annual Turnover (MAAT) for the best three year out of the best last Five Financial years MAAT should not be less than Estimate cost (100% of the estimate Cost).**

ii. Net Worth of the bidder should be positive. Net worth means the sum total of the paid up capital and free reserves (excluding reserves created out of revaluation) reduced by aggregate value of accumulated losses (including debit balance in profit and loss account for current year) and intangible assets. (**Proof must be enclosed as per Last Financial Year 2024-25 verified by C.A.)**

iii. Solvency:- the bidder should have a minimum solvency 25% of estimated cost or credit facility for the same from Nationalized/scheduled bank. **(Not older then 06 Months from Tender Bid Ending Date)**

iv. Consortium/Joint Venture - Not allowed.

6- The bidder shall have to annex Character Certificate, valid on the date of bid submission from the District Magistrate along with the Techno Commercial part of the bid document.

(a) The bidder should not be blacklisted/debarred from business in any Govt./Semi Government/ PSU/ Local Bodies etc. at the time of bid opening in Rs. 100.00 non judicial stamp paper. The bidder has to submit an undertaking regarding this along with the bid. This undertaking must be uploaded and submitted physically also. The undertaking should be latest. (Format Enclosed with tender documents) **(Not older then 03 Month from Tender Bid Ending Date)**

(b) निविदाकार पर उसके सम्बन्धित/किसी भी थाने में एफ0आई0आर0/मुकदमा दर्ज न होने का चरित्र प्रमाण पत्र रू0 10/– के **नॉन ज्यूडिसियरी स्टाम्प पेपर** पर मय नोटरी संलग्न करना अनिवार्य है। **(Not older then 03 Month from Tender Bid Ending Date)**

(c) Validity of rate for 180 Days declaration on Rs. 10/- Non-judicial stamp paper with notary. (Format Enclosed with tender documents)

7- The contractor will have no claim to ask for the reason from the Engineer of contract, if his tender bid Part-II is not opened.

8- निविदादाता/फर्म का पैन कार्ड के Operative तथा Active होने की पुष्टि का Chartered Accountant (CA) द्वारा निर्गत प्रमाण–पत्र, जो कि निविदा जमा किये जाने की तिथि तक 01 माह से अधिक पुराना न हो।

9- निविदाकार द्वारा श्रमायुक्त उ0प्र0 सरकार (Office of the Labour Commissioner) द्वारा निर्गत वैद्य प्रमाण–पत्र संलग्न करना अनिवार्य है।

10- फर्म का पैनकार्ड अथवा फर्म के स्वामी का पैनकार्ड एवं आधार कार्ड।

11- निविदादाता का जी.एस.टी. पंजीकरण प्रमाण पत्र।

12- कर निर्धारण वर्ष (Assessment Year) 2025–26 का इनकम टैक्स रिटर्न (I.T.R.) संलग्न करना आवश्यक है।

13- आवेदक/फर्म की, अन्य डिस्कॉम के विरूद्ध मुकदमों के इतिहास के साथ–साथ बकाया राशि का विवरण अथवा न होने से सम्बन्धित स्वप्रमाणित शपथ–पत्र संलग्न करना अनिवार्य है।

14- निविदा प्रपत्र के साथ विशिष्ट नियम एवं शर्तें संलग्न हैं, जिसे अपनी सहमति/असहमति अंकित करते हुये निविदादाता द्वारा निविदा के प्रथम भाग में अपलोड किया जायेगा।

- निविदा में मांगे गये प्रपत्र ही प्रथम भाग में संलग्न करें, अनावश्यक प्रपत्र संलग्न न करें।
- निविदाकार द्वारा उपरोक्त क्रम सं0 01 से 14 हेतु वांछित प्रपत्र ही संलग्न किये जायें, उपरोक्त वांछित प्रपत्रों के अलावा अन्य कोई भी प्रपत्र उस शर्त हेतु स्वीकार नहीं किया जायेगा।
- प्रथम भाग में पूर्ण भरा हुया निविदा प्रपत्र एवं उपरोक्त बिन्दु सख्या 01 से 14 तक वांछित प्रमाण–पत्र अपलोड किये जाऐंगे तथा निविदा के प्रथम भाग में उपरोक्त वांछित प्रपत्रों में से एक भी प्रपत्र अप्राप्त पाये जाने एवं स्पष्ट/पठनीय न होने की स्थिति में निविदादाता की बिड को अस्वीकार कर दिया जायेगा और निविदा का द्वितीय भाग नहीं खोला जायेगा।
- निविदा के द्वितीय भाग को पूर्ण रुप से सभी कॉलमों को भरकर केवल ऑन–लाइन अपलोड करना होगा अन्यथा की स्थिति में द्वितीय भाग निरस्त माना जायेगा।

ख. ई–निविदा का प्रथम एवं द्वितीय भाग (तकनीकी/प्राइज पार्ट) केवल ई–पोर्टल के माध्यम से ही प्राप्त किया जायेगा।

ग. यदि निविदा के तकनीकी ''प्रथम भाग'' खुलने के दिवस को अवकाश होता है, तो निविदा अगले कार्य दिवस में पूर्व निर्धारित समय पर खोली जायेगी। ई–निविदा के प्रथम एवं द्वितीय भाग (तकनीकी एवं प्राइज पार्ट) को ई–टेण्डर की बेवसाइट पर खोलने हेतु तदानुसार बेबसाइट पर ही सूचित किया जायेगा।

घ. कार्य को शीघ्र पूर्ण कराये जाने की आवश्यकता के कारण कार्य ई–निविदा में न्यूनतम प्राप्त दर/स्वीकृत दर पर एक से अधिक कार्यदायी संस्थाओं को आवंटित किया जा सकता है।

ड. एक से अधिक कार्यदायी संस्था में निविदा में बराबर रेट आने की स्थिति में समान कार्य में अधिक अनुभव/टर्न ओवर वाली कार्यदायी संस्था को वरीयता दी जायेगी।

च वित्तीय अनुमोदन प्राप्त न होने की दशा में निविदा स्वतः ही निरस्त मानी जायेगी।

छ. **No Tender will be accepted conditionally.** (सन्दर्भित निविदा में किसी भी निविदाकार की सशर्त निविदा स्वीकार नहीं की जायेगी)

नोटः– अधोहस्ताक्षरी को उक्त ई–निविदा को बिना कारण बताये निरस्त एवं संशोधित करने का अधिकार सुरक्षित होगा।

PART - I

DAKSHINANCHAL VIDYUT VITRAN NIGAM LIMITED
ELECTRICITY DISTRIBUTION CIRCLE-I
LAL DIGGI, ALIGARH

Replacement of 33 KV/11KV/LT lines pole line, cable etc. damaged due to various reasons Deviya Aapda and restoration of supply under EDD-Sarsol (Aligarh).

E-TENDER SPECIFICATION NO.	:	**EDCA-01/2026-27**
AMOUNT OF EARNEST MONEY	:	**Rs. 10,000.00**
DATE OF OPENING	:	**03-06-2026**

M/s____
(To be filled by tenderer)

GSTIN No. ______________________________

TENDER COST: Rs. 1180/- (Incl. GST)

Tax Invoice No. ______________________ Dated_______________ Rs. _________________

TENDER EARNEST MONEY : Rs. 10,000/-

Receipt No. _________________________ Dated_______________ Rs. _________________

For and on behalf of the Engineer

For and on behalf of the Tenderer

TENDER FORM

(To be filled in by the tenderer)

EARNEST MONEY

From :

M/s_______________________________

____

____

To,

The Superintending Engineer
Electricity Distribution Circle-I,
Aligarh.

Sir,

With reference to your invitation to tender for the above I/We hereby offer to the U.P. Power Corpn.Ltd./DVVNL. The items in the schedule and deliveries annexed such portion thereof as you may determine in strict accordiance with the annexed conditions of contract Form 'B' special conditions, specifications and schedule of rates to the satisfaction of the purchaser or in default thereof to forefeit and pay to the U.P. Power Corpn.Ltd./DVVNL.The sum of money mentioned in the said conditions.

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

I/We agree to abide by this tender for the period of 120 days from the date fixed for receiving the same.

A sum of Rs.____________ through RTGS/NEFT Receipt No. ____________________ Date_________________ is herewith forwarded duly endorsed in favour of DVVNL, Agra website as earnest money the full value of which shall be retained by the U.P.Power Corporation Ltd/DVVNL Account of security deposit specified in clause 3 of the said conditions of contract form 'B'.

Yours faithfully

(Signature of the tenderer in full)

Date :

Witness

Address

Occupation

INFORMATION TO BE SUPPLIED BY THE TENDERERS

Schedule (A)

TENDER PROFORMA

S.No.	Particulars	
1	Specification against which you have tendered.	
2.	Receipt No. and date by which cost of tender form was deposited by you.	Name of Bank ______________________ RTGS/NEFT Tax Invoice No. :- ______________________ and Date ______________________ Amount ______________________
3.	Specification of the material for which tender has been submitted.	
4.	Quantity offered (If there are two or more items state quantities separately with units).	
5.	Amount of Earnest money deposited with units).	Name of Bank ______________________ RTGS/NEFT Receipt No. :- ______________________ and Date ______________________ Amount ______________________
6.	Are you registered with the U.P. Power Corpn. Ltd.? If so, state the letter reference of Board vide which you are registered.	
7.	Do you agree to all the conditions of the tender specification and if not, state the modifications clearly which you would desire in the general conditions of contract Form (A) (it may please be noted that it shall be entirely at the discretion of the purchaser to accept or reject the modification proposed).	
8.	Please state clearly (Answer Yes/No) if you would agree to undertake the supply in case the modification as suggested under SI. 7 is not acceptable to the Board without imposing any further condition (s) from your side,	
9.	Please give two references who can certify your financial status and capability to undertake such supply order, one of the reference should be scheduled bank of India.	
10.	Do you confirm that there are no typographical errors/omissions in your tender and all other documents forming parts of the tender (Answer Yes/No.)	

11.	Have you submitted the list of past supplies?	
12.	What is the validity period of your tender?	
13.	What is the delivery period? Please state if the delivery is guaranteed under penalty state the delivery rate/month.	
14.	Are you agreeable to the delivery period being reckoned from the date of receipt of acceptance letter by you.	
15.	**Firm's Bank Account Details:-** **A-** Current Account Number- **B-** IFSC Code- **C-** Branch Name- **D-** Bank Name- **E-** E-Mail ID- **F-** Mobile Number-	 …………………………………………………….. …………………………………………………….. …………………………………………………….. …………………………………………………….. …………………………………………………….. ……………………………………………………..

For and on behalf of the Engineer

For and on behalf of the Tenderer

PRICE/PRICES

1	Is the quoted price for each item firm and firm in all respects?	
2.	a. If the quoted price is variable, please give the price variation formula and also the basis (with documentary evidence) of quoted price. Give the calling, limits of price variation in Rs. per unit. b. Do you agree that the price variation clause shall be applicable only within the guaranteed completion period as mentioned in tender and shall not be applicable thereafter even if extension in delivery is granted at a later stage on any ground whatsoever? c. Have you furnished the documentary evidence in respect of basis mentioned in item 2 (a) above?	
3.	Is the quoted price exclusive of GST ?	
4.	If the quoted price is inclusive of GST what is the amount of GST Included and at what rate?	
5.	Is the quoted price exclusive of Excise duty on finished on product?	
6.	If the quoted price is inclusive of Excise duty on finished product. What is the amount of Excise duty included and at what rate?	
7.	Is the quoted price exclusive of transit insurance charges overing 30 days?	
8.	If the quoted price is inclusive of insurance, what is the amount of insurance charges included and what rate?	
9.	Please state, if you would claim any other charges over and above the price as extra which are not covered by sl.no. 3 to 8. If yes, please state each extra separately indicating the amount in Rs. against each as per unit basis.	
10.	Do you offer any discount and if so what is the discount in Rs./unit.	
11.	Have you read the standard clause 5.23 (b) of special conditions which forbids change of price/ prices its/their structure after the opening of tender?	

For and on behalf of the Engineer

For and on behalf of the Tenderer

Part-1

DECLERATION

(To be executed on a non-judicial stamp paper in Rs. 10 with notary)

Tender Invited by : **SUPERINTENDING ENGINEER, ELECTRICITY DISTRIBUTION CIRCLE-I, ALIGARH**

Tender for : ______________________________

Name of Tenderer : M/s. ______________________________

E-Tender No. : ______________________________

Date of opening of Bid Part-1:- ______________________________

IN CONSIDERATION of the Dakshinanchal Viduyt Vitran Nigam Limited (EDC-I, ALIGARH), having treated the tenderer to be an eligible bidder 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 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 DVVNL (EDC-I, ALIGARH), 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 ……….20

Place:

Signed by

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

Annex-VI: Format for No blacklisting/de-registered/Non-Debarment DECLERATION

Set out below is the form of the declaration to be provided by the Bidder
(To be executed on a non-judicial stamp paper of Rs. 100 with notary)

I, ____(*name of the authorized representative/ proprietor*) of ____(*address*) hereby states that :-

I am currently a (designation) of________________________.

I confirm & declare that we, M/s. ____ have not been blacklisted/de-registered/debarred by any Govt. department/Public Sector Undertaking/ Private Sector or any other agency for which we have executed/ undertaken the works/supplies /services.

I confirm that in case of false declaration, I/my firm shall be disqualified from the tender process.

I confirm that I have made enquiries of all appropriate persons and taken other steps as appropriate so as to obtain the knowledge and information as required to make this declaration.

AND I/WE MAKE this solemn declaration conscientiously believing the same to be true.

MADE AND DECLARED at this _____day of _______.

____
(Name and Designation)
(Agency seal)

TERMS AND CONDITIONS

NOTE : These terms and conditions shall be read and construed alongwith the general conditions in UPPCL Form-A but in case there shall be any conflict or inconsistency between these terms and conditions and the conditions in UPPCL Form 'A' the provisions of these terms and conditions shall prevail.

1. **Scope of work**: Replacement of 33 KV/11KV/LT lines pole line, cable etc. damaged due to various reasons Deviya Aapda and restoration of supply under EDD-Sarsol (Aligarh).

   The Quantity mentioned against this BOQ is final however, within the ceiling of the agreement amount against this tender the quantity of any item can vary as per requirement of site conditions.

2. **Supervising Engineer:** The concerned EE will be supervising Engineer of the work. The Supervising Engineer of the work will be responsible for supervision of work on behalf of DVVNL. The work will have to be carried out in accordance with Construction Manual applicable in UPPCL and specification of work. In the event of any difference or conflict between Contractor and DVVNL on interpretation of Terms and conditions of this agreement, the decision of Superintending Engineer, Electricity Distribution Circle-I, Aligarh shall be final and binding on both parties.

3. **Prices/Rates:** The rates will be quoted by the Contractor as per BOQ enclosed. The rates quoted by the contractor shall remain firm in all respect. No escalation of the rates for execution of work shall be allowed during the pendency of the contract.

4. **Taxes:** All rates in this price schedule/BOQ are including of GST as per rules and Income tax shall be deducted from the bills at the time of making payment. Any other tax shall be applicable as per rules.

5. **As per section 171 of CGST Act 2017**, 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. Hence supplier/manufacturer to ensure to pass the benefit of reduced prices to DVVNL. Further price quoted by supplier/manufacturer is subject to scrutiny under above section.

6. **Material, T&P and Labour:** All the material will be supplied by the department as per details given in price schedule, BOQ and terms and conditions. All the T&P and labour required for proper completion of works will be arranged by the contractor at his own cost.

7. **Completion of work and Penalty:** The entire work of the contract will have to be completed within 15 days from the date of handing over of complete material to be issued by the DVVNL. The penalty for delay in completion of work shall be deducted @ half percent per week of incomplete/remaining works subject to the maximum ten percent.

8. **Damage, loss and theft of material:** If any material is damaged, lost and stolen after handing over the same by the JE/ASK concerned to the Contractor, its cost at stock issue rates of UPPCL Store Organization or procurement cost will be deducted from the Contractor claims or his legal heirs or security deposited by the contractor.

9. **Variation in quantity of work: The quantity mentioned against this BOQ is final however, within the ceiling of the agreement amount against this tender the quantity of any item can vary as per requirement of site conditions.** The quantity of work given in price schedule may vary **± 50%** for any additional work without obtaining consent of the contractor**.** Variation in capacity of transformer may be done by the concerned Executive Engineer as per requirement of site condition. Even after variation in individual quantity of tender, Amount of tender should not exceed beyond agreement.

10. **Payment:** The entire payment shall be released to the Contractor on the basis of measurement of works executed by the Contractor against running bills of value not less than Rs. 10,000/- each as per terms and conditions of the contract and UPPCL Form-'A' Besides it the work will not be stopped by the Contractor in the middle due to delay in making running payment. The contractor shall submit the pre-receipted bill in duplicate to EE concerned for payment and measurements. Before payment income tax clearance certificate must be obtained.

11. **Security:** The amount of security will be 10% of total value of contract shall be deposited by the contractor in the division before execution of work in the form of FDR/TDR/BG (Period of 01 Year) and the same shall be forfeited in case of failure of contractor to do the work satisfactorily. Executive Engineer, EDD-Sarsol (Aligarh) will be the Supervising Engineer for quality of work. After successfully completion of work upto satisfaction of Supervising Engineer shall be security money refunded after 06 months of the satisfactory completion of work. Stamp shall be deposited by the contractor on security as per decision of Hon'ble Supreme Court against writ petition No. 51972/2006.

12. The contractor shall be responsible for any accident of the labour/outsider during the work.
13. I-cards as prescribed by DVVNL shall be issued to all staff deputed for the work by contractor himself.
14. Contractor shall ensure that minimum wages as applicable in Aligarh district are paid to his labour/ supervisor. If any complaint is received in this respect then action as per rules shall be taken against the contractor.
16. As executed estimate shall be got sanctioned by the competent authority so that issued material may be regularized.
17. Videography shall be done before start of work & after completion of work and copy of the same shall be made available to Executive Engineer. After completing the work a copy of sanctioned as executed estimate shall be made available to Store Division to regularize the material taken on 8B. Lowest of the cost shall be paid to the contractor on this account.
18. If the successful contractor fails to carry out the work at any stage, in the event the remaining work shall be got executed through some other outer agency and for that extra actual expenditure plus 15% supervision charges thereon shall be imposed and recovered from the contractor and the security shall be forfeited. Letter sent to this effect shall be considered enough for this purpose from SDO/EE concerned.
19. **Other terms and conditions :**

(a) No claim shall be entertained for the labour rendered idle on any account such as due to delay in issue of material by the DVVNL or shut down of electric line or delay in payment.

(b) The Contractor and SDO concerned shall remain present at the time of recording the measurements by the JE concerned.

(c) The Contractor shall have to take possession of the material immediately when it is handed over by the JE/ASK concerned.

(d) The Contractor shall be responsible for making payment of compensation/any other liability arised due to accident etc. of any of the labourer in terms of Compensation Act.

(e) If the contractor is found delaying the execution of work or work is not being done according to the specification etc. the agreement shall be terminated without assigning any reason and the decision of the Superintending Engineer, EDC-I, Aligarh shall be final on this issue and work shall be entrusted to other agency. Extra cost of the work as carried out by the other agency shall be debited to the Contractor account. The security etc. will be forfeited to the UPPCL's account in case the contractor fails to complete the work.

(f) The Contractor shall communicate his permanent and local address, telegraphic address and telephone number to the JE/SDO concerned and EE, EDD-Sarsol (Aligarh) so that he may be informed of any communication to be made from time to time.

(g) इस कार्य को उत्तर प्रदेश पावर कारपोरेशन लि0, लखनऊ के जानपदीय कार्यों/रेस्पों के निर्धारित तकनीकी विशिष्टिकरण मानकों एवं दरों के अनुरूप ही कराया जायेगा तथा कार्यदायी संस्था द्वारा उक्त निविदा के सापेक्ष पूर्ण किये गये कार्यों का निरीक्षण/परीक्षण टी.पी.आई.ए. व अन्य एजेन्सी के माध्यम से कराया जा सकता है।

(h) उपरोक्त कार्य स्वीकृत पैकेज/प्रांक्कलन के वित्तीय लिंकेज में कुल व्यय की धनराशि के अन्तर्गत प्राप्त जमा राशि की सीमा तक ही कराया जायेगा, जिसकी समीक्षा नियमित रूप से सम्बन्धित अधिशासी अभियन्ता द्वारा की जायेगी तथा उपरोक्त कार्य का भुगतान ''ओ0एण्ड0एम0'' मद के अन्तर्गत किया जायेगा।

(i) All disputes arising out of related to the subject matter of Contractor shall be subject to the jurisdiction of the local courts at Aligarh or High Court at Allahabad/Lucknow.

(j) The date of start of the work shall be informed in writing to the Contractor by SDO/JE concerned.

(k) Octroi charges if any shall be paid by the Contractor.

(l) In case the Contractor fails to start the work his security shall be forfeited to the UPPCL's/DVVNL account.

(m) The condition of Form-A of UPPCL shall be applicable and binding on the Contractor.

(o) The Payment or First Running payment of work should be paid to the contractor after the contractor has deposited the security amount in the division.

(p) In case the Contractor fails to execute the agreement his security money shall be forfeited to the UPPCL's/ DVVNL account.

20. VENDOR PENALTIES OF BILL AS PER RULES OF CHAIRMAN, UPPCL, LUCKNOW L.NO. I/10086/2025, DT. 01.05.2025:-

As part of our on-going commitment to maintaining financial discipline and ensuring timely accrual & payment of Vendors Liability, the "Guidelines for Bill Submission d a t e by Suppliers/Service Providers (Vendors)" are being issued to all the DISCOMs /Distribution Divisions for the payment of bills to Vendors. These measures aim to streamline the payment process ensuring timely payment and enforce adherence to timelines.

1. Definitions:

(i) Work Completion Date :
It means the date of completion of work as per Measurement Book/Service Entry Sheet of the respective contract. In respect of supply contracts, the receipt of the material will be considered the work completion date. This is the actual date of work completion, not the scheduled date as per agreement/contract.

(ii) Bill Due Date: It means 15th calendar day from the date of completion of work or part of the work, as per the Measurement Book/Service Entry Sheet as certified by Engineer-in-charge of contract.

(iii) Bill Submission Date: It means the date on which the physical copy of the bill has been received by the contract in-charge. After implementation of Vendor Bill Tracking System (VBTS) on ERP it would mean the date on which bill is uploaded by vendor on VBTS.

Till implementation of VBTS in ERP, a register will be maintained by contract in-charge for recording receipt of bill, and an acknowledgement of receipt of physical copy of invoice shall be given by contract in-charge to vendor.

For example, if the work completion date as per the contract is 30th April the bill due date for bill submission would be 15th May i.e. 15 days from work completion date.

(iv) If The bill due date or subsequent days are Public holidays then the immediate next working day will be the bill due date.

2. Bill Submission by Vendors:

i. Vendors are required to submit their bills within the bill due date in physical copy while soft copy may be sent through e-mail to the official email ID of the contract in-charge as a matter of precaution and proof. After implementation of VBTS, vendors are required to upload invoices on VBTS.

ii. However, in case of delay beyond the specified bill due date as defined above, penalty as specified hereinafter will be imposed.

3. Penalties for Late submission of Bills by Vendors:

i. In order to encourage the vendors to submit the bills timely, a token penalty will be charged as follows for delays in the bill submission beyond the bill due date.

Sr. No.	Delay in Bill submission from the bill due date	Penalty on the Delayed Bill Amount (excl. taxes)
1	01-15 Days	0.10%
2	16-30 Days	0.50%
3	31-45 Days	0.75%
4	46-60 Days	1.00%

ii. If the delay continues and the Vendor fails to submit the bill within 60 days of the bill due date, a penalty @ 2% of the bill amount (excluding taxes) shall be imposed for bills submitted between 61-180 days of due date and bills will only be accepted with detailed justification in writing and due authorization of the concerned Chief Engineer. He will not have the right to waive the penalty.

iii. Bill submitted after 180 days from the due date shall only be accepted after the permission/approval of Managing Director of the DISCOM and a penalty @ 3% of t h e bill a m o u n t (excluding taxes) shall be imposed in such cases. He will not have the right to waive the penalty.

iv. Bill submitted after 365 days from the due date shall not be accepted under any circumstances.

V. GST is not applicable on the above mentioned penalty as per the circular no 178/10/2022-GST.

4. Implementation and Monitoring:

i. The above guidelines are to be included :

a. By works & procurement sections, in the contracts yet to be awarded (currently under process of award) & for all future contracts from the date of the issue of this OM**.**

b. In contracts under execution, additional instructions may be issued by the contract in-charge to the vendors, post issue of this OM.

ii. Al Vendor/Supplier/ Service providers are to be encouraged to submit their bills promptly as per the provision of the respective contracts. They should be intimated through email, WhatsApp for adherence of timely bill submission as per this circular**.**

iii. Vendor Bill Tracking system, which is in advanced stage of implementation in ERP, will be used by all Vendor /Supplier/ Service provider to submit the bills online along with the hard copy, and track their bills, once ready **.**

iv. Adequate publicity/circulation to inform Vendors about this OM must be ensured through email, WhatsApp and also through additional instruction in case of on-going contracts by contract in-charge**.**

5. Please ensure that these directions are implemented effectively and communicated to your respective teams and Vendors**.**

For and on behalf of the Tenderer	**For and on behalf of the Engineer**