

DAKSHINANCHAL VIDYUT VITRAN NIGAM LIMITED
Electricity Distribution Circle, Etah



Name of Work: Shifting of 11 KV and LT lines and other electrical equipment in Piwari-Marhara-Ratibhanpur Marg Chaudikaran under EDD-Jalesar, Etah on semi turnkey basis (Deposit Scheme)

**Office of the
Superintending Engineer
Electricity Distribution Circle
Railway Road,
Etah-207001**

PRE-QUALIFYING CONDITIONS:-

- 1) निविदाकार को अपने व्यवसाय के **PAN** के **Operative** तथा **Active** होने की पुष्टि का सी0ए0 से जारी सर्टिफिकेट (जो एक माह से अधिक पुराना न हो) अपलोड किया जाना अनिवार्य है।
- 2) **Assesment Year 2023-24, 2024-25 & 2025-26 ITR** की छायाप्रति अपलोड करना अनिवार्य है।
- 3) श्रम विभाग से Contract Labour (Regulation & Abolition) Act 1970 में निर्गत अद्यतन पंजीकरण प्रमाण पत्र अपलोड करना अनिवार्य है।
- 4) The Tenderer is required to affix their signature and official seal on each page of the Tender Terms & Conditions as a token of unconditional acceptance and consent. The duly signed and stamped document must be scanned and uploaded as part of the technical bid submission.
- 5) Certified copy of GST registration of the firm must be enclosed.
- 6) Self-attested copy of PAN of the firm must be enclosed.
- 7) The bidder should have a valid Class "A" Electrical License Holder or the bidder will 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 start of the allotted work.
- 8) The bidder should have successfully completed the turnkey/semi-turnkey work of the following nature in the **last five 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 turnkey/semi turnkey order, having minimum order value of 60% (Rs. 14.40 Lac) 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 turnkey/semi turnkey order, having minimum order value of 40% (Rs. 9.60 Lac) 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 turnkey/semi turnkey order, having minimum order value of 30% (Rs. 7.20 Lac) each of the estimated cost of the present tender specification.

Copy of Agreement and Work Completion Certificate must be enclosed in Part-1

A. Financial Requirement :-

- I. **Minimum Average Annual Turnover (MAAT) for the best Three years out of the last Five Financial years MAAT should not be less than Rs. 24.00 Lac (100% of the estimated cost.) (Self attested copy of turnover certificate with UDIN No. verified, to be enclosed)**
- II. **Net Worth :-** 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.
- III. **Solvency:-** The bidder should have a minimum solvency **Rs. 6.00 Lac (25% of estimated cost)** or credit facility for the same from Scheduled Commercial bank.

Note :- Audited Balance sheet and certificate from Auditor for consideration of MAAT and Net worth should be uploaded with tender document by the Bidders.

B. The bidder shall have to annex character certificate issued from the District Magistrate along with the Techno Commercial part of the bid document. Character certificate **should be valid on the date of bid submission.**

C. The bidder should not be blacklisted/debarred from business in any Govt./Semi Government/PSU/Local Bodies etc. at the time of bid opening. They have to submit an undertaking regarding this along with the bid.

9) **CONSORTIUM JOINT VENTURE :- NOT ALLOWED**

10) **ASSESSMENT OF CAPABILITY:-**

Notwithstanding anything stated above the Purchaser reserves the right to assess Capability and capacity of the bidder to successfully execute the work covered under the Package within stipulated completion period. This assessment shall inter-alia include (i) document verification: (ii) details of works executed, works in hand, anticipated in future in addition to the works involved in present bid, (iii) details of manpower and financial resources; (iv) details of quality systems in place; (v) past experience and performance; (vi) Customer feedback; (vii) banker's feedback etc.

11) The bidder shall also furnish pre-qualifying information in schedule – B along with Documentary evidence in support of the qualifying requirements stipulated as above.

Once the tender is submitted no subsequent correspondence will be entertained.

12) 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.

13) **Earnest Money:** Copy of FDR of Earnest money (1% of the Estimated Bid Value) **Rs. 24,000.00** to be uploaded (In favour of SUPERINTENDING ENGINEER, EDC, ETAH) and original FDR to be provided at the time of Agreement. In case of MSE's the bidder shall be exempted In reference of UPPCL Letter No. 1499/Karya/Chaudah /PAKALI/2021-29K/1983 Dated : 13.09.2021.

14) **Contract Performance Guarantee:-** The security deposit or contract performance guarantee shall be as per below mentioned condition. Bank Guarantee/ FDR should be submitted (valid for 18 months thereof for an amount totaling 10% of contract value in favor of SE, EDC, Etah. The bank guarantee/ FDR shall be from Scheduled commercial bank.

15) Conditional tenders will not be accepted.

- जेम निविदा में मांगे गये प्रपत्र ही प्रथम भाग में संलग्न करें, अनावश्यक प्रपत्र संलग्न न करें।
- निविदाकार द्वारा उपरोक्त वांछित प्रपत्रों के अलावा अन्य कोई भी प्रपत्र उस शर्त हेतु स्वीकार नहीं किया जायेगा।
- प्रथम भाग में पूर्ण भरा हुआ निविदा प्रपत्र एवं उपरोक्त वांछित प्रमाण-पत्र अपलोड किये जाएंगे तथा जेम निविदा के प्रथम भाग में उपरोक्त वांछित प्रपत्रों में से एक भी प्रपत्र अप्राप्त पाये जाने पर निविदादाता की बिड को अस्वीकार कर दिया जायेगा और निविदा का द्वितीय भाग नहीं खोला जायेगा।
- जेम निविदा के द्वितीय भाग को पूर्ण रूप से सभी कॉलमों को भरकर केवल ऑन-लाइन अपलोड करना होगा, अन्यथा की स्थिति में द्वितीय भाग निरस्त माना जायेगा।
- यदि जेम निविदा के तकनीकी "प्रथम भाग" खुलने के दिवस को अवकाश होता है, तो निविदा अगले कार्य दिवस में पूर्व निर्धारित समय पर खोली जायेगी।

नोट:- अधोहस्ताक्षरी को उक्त जेम निविदा को बिना कारण बताये निरस्त करने का अधिकार सुरक्षित होगा।

अधीक्षण अभियन्ता
विद्युत वितरण मण्डल, एटा।

TERMS AND CONDITIONS

NOTE:- These terms and conditions shall be read and construed along-with 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.

Scope of work: Shifting of 11 KV and LT lines and other electrical equipment in Piwari-Marhara-Ratibhanpur Marg Chaudikaran under EDD-Jalesar, Etah on semi turnkey basis (Deposit Scheme)

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, Etah** shall be final and binding on both parties.
- 3. Prices/Rates:** The rates will be quoted by the Contractor as per Annexure -'A' 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 :** This is a work contract as such GST shall be paid inclusive as applicable 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 without any wastage allowance as per details given in price schedule, Annexure-'A' 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 30 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.
- 10. Variation in quantity of work:** The quantity of works given in price schedule Annexure 'A' may vary $\pm 10\%$ without obtaining consent of the contractor.
- 11. 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 **Concerned Executive Engineer** for payment and measurements. Before payment income tax clearance certificate must be obtained.

12. Security: The successful contractor shall be required to furnish a **Contract Performance Bank Guarantee (CPBG)** or **Fixed Deposit Receipt (FDR)** equivalent to **10% of the total contract value**.

This security deposit must be submitted to the Circle Office prior to the execution of the formal agreement and same shall be refunded after 6 months of the satisfactory completion of work.

Note:- This clause will prevail if B.G. Percentage is different at any other place in Bid/Tender Document.

13. 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 arising 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, Etah** 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/EE concerned so that he may be informed of any communication to be made from time to time.
- (g) All disputes arising out of related to the subject matter of Contractor shall be subject to the jurisdiction of the local courts at Etah or High Court at Allahabad/Lucknow.
- (h) The date of start of the work shall be informed in writing to the Contractor by SDO/JE concerned.
- (i) Octroi charges if any shall be paid by the Contractor.
- (j) In case the Contractor fails to start the work his security shall be forfeited to the UPPCL's/DVVNL account.
- (k) The condition of Form-A of UPPCL shall be applicable and binding on the Contractor.
- (l) In case the Contractor fails to execute the agreement his earnest money shall be forfeited to the UPPCL's/DVVNL account.
- (m) The bidder shall be strictly bound to execute the assigned works and supplies in accordance with the prescribed standards and technical specifications as laid down in **Form 'A'** and **Form 'B'** of the UPPCL General Conditions of Contract. Any deviation from these established benchmarks without prior written approval may lead to the termination of the contract.

**Superintending Engineer
Electricity Distribution Circle, Etah**