

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	13-04-2026 13:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	13-04-2026 13:30:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	120 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Uttar Pradesh
विभाग का नाम/Department Name	Energy Department Uttar Pradesh
संगठन का नाम/Organisation Name	Uttar Pradesh Power Corporation Limited (uppl)
कार्यालय का नाम/Office Name	Electricity Civil Transmission Circle 132 Kv S/s Martinpurwa Lucknow
वस्तु श्रेणी /Item Category	Operation And Maintenance Of Substation - Repairing/overhauling of 36 KV Bus/line isolator at 220 kv fareednagar substation under ETD Muradnagar
अनुबंध अवधि /Contract Period	2 Month(s)
एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है/MSE Relaxation for Years of Experience and Turnover	No
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है /Startup Relaxation for Years of Experience and Turnover	No
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेज़ों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	No
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	3

बिड विवरण/Bid Details	
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	3
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	3
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	No
बिड का प्रकार/Type of Bid	Two Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	2 Days
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

ईएमडी विवरण/EMD Detail

आवश्यकता/Required	No
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ईपीबीजी विवरण /ePBG Detail

आवश्यकता/Required	No
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बोली विभाजन लागू नहीं किया गया/ Bid splitting not applied.

एमआईआई अनुपालन/MII Compliance

एमआईआई अनुपालन/MII Compliance	Yes
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एमएसई खरीद वरीयता/MSE Purchase Preference

एमएसई खरीद वरीयता/MSE Purchase Preference	No
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1. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required

Additional Compliance Documents required by buyer:Repairing/overhauling of 36 KV Bus/line isolator at 220 kv fareednagar substation under ETD Muradnagar

List of consumable/Material or spare parts as applicable:[1775067902.pdf](#)

Please upload scope of work:[1775067908.pdf](#)

List, quantity, type, specifications and other details of Machines/Product:[1775067918.pdf](#)

Operation And Maintenance Of Substation - Repairing/overhauling Of 36 KV Bus/line Isolator At 220 Kv Fareednagar Substation Under ETD Muradnagar (9)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Operation And Maintenance Service Is Required For	Repairing/overhauling of 36 KV Bus/line isolator at 220 kv fareednagar substation under ETD Muradnagar
Type of Annual Maintenance Service Provider required	Repairing/overhauling of 36 KV Bus/line isolator at 220 kv fareednagar substation under ETD Muradnagar
Status/condition of equipment/machine/system (At the time of bid)	Functional but outside AMC and Warranty
Cost of consumable/Material	Consumables to be provided by service provider (inclusive in contract cost)
Cost of spare parts	Spare parts to be provided by service provider (inclusive in contract cost and spare parts should be of OEM or OEM authorized/equivalent only)
एडऑन /Addon(s)	

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer	No
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अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

प्रेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.No.	प्रेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Quantity(Please select 1 in case operation and maintenance service is required for complete system, otherwise mention actual quantity for each line item)	अतिरिक्त आवश्यकता /Additional Requirement
1	Yogendra Kumar	201206,220 KV SUB STATION MURADNAGAR DELHI- MEERUT ROAD MURADNAGAR UTTAR PRADESH	9	<ul style="list-style-type: none"> Number of months for which Operations & Maintenance service is required during contract period : 2

क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें/Buyer Added Bid Specific Terms and Conditions

1. Certificates

Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

2. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

EXECUTIVE ENGINEER

ELECTRICITY TRANSMISSION DIVISION 220 KV S/S

DELHI MEERUT ROAD, MURADNAGAR

Mob No. 7253888445

e-mail-eeetdmrd@upp

.org

NOTICE INVITING E-TENDER

E-tender in two parts (covers), part-I (cover-1) and Part-II (cover-2) are invited for works as per details given in following table. Cover-I of bid shall contain earnest money & Tender Cost in original Cover-2 shall contain price.

Sl. No.	Item/work	Tender Reference. No.	EMD (Rs.)	Scheduled date & time of submission of bids	Scheduled date and time of opening of Part-I	Cost of tender documents with GST (Rs)

1	FOR Repairing/overhauling of 36 KV Bus/line isolator at 220 kv fareednagar subs tation under ETD Muradn agar	T-/ 01 ETD/M/ Y /	1000/- (Rs. one t housand only)	Upto 02/04/20 26 by 13:00 hrs.	02/04/2026 at 13:30 hrs.	590- (Rs. Five hund red Ninety only)
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The tender Part-I (Commercial) & Part-2 (Financial) can only be submitted by the bidder via online uploading of Documents in the PDF format only through procurement website www.etender.up.nic.in.

1. Cost of Tender Fee against Tender document shall be credited directly to Current Account of U.P Power Transmission Corporation Ltd. Muradnagar, "**Executive Engineer**, Electricity Transmission Division 220 KV S/S Delhi Meerut Road, Muradnagar through "**NEFT**"/**RTGS**" Transactions." Details of Transactions may also be send via e-mail (eeetdmrd@upptcl.org) Tender Fee and **EMD** shall be deposited tender wise separately i.e. there shall be clubbing of Tender Fee and **EMD** with that of other tender.

2.

2. Earnest Money is to be deposited directly to the Current Account of U.P Power Transmission Corporation Ltd. Muradnagar.

Executive Engineer, Electricity Transmission Division 220 KV S/S Delhi Meerut Road, Muradnagar through "**NEFT**"/**RTGS**" Transactions.

3. The bid of firms, without abovementioned digital transaction against the purchase of Tender Documents and Earnest Money **EMD** shall be rejected out right.

4. The full Account Details of **Executive Engineer**, Electricity Transmission Division 220 KV S/S Delhi Meerut Road, Muradnagar is given as below

(A) Account Holder Name : U.P Power Transmission Corporation Ltd. Muradnagar,
"**Executive Engineer**, Electricity Transmission Division Muradnagar EXPENDITURE ACCOUNT.

(B) Account Number : **191805500133**

(C) Bank Name : ICICI Bank, Muradnagar.

(D) Branch Detail : **ICICI Bank Ltd, Muradnagar**, (Ghaziabad) **U.P -201206**

IFSC Code : RTGS/NEFT IFSC CODE: **ICIC0001918**

5. The receipt of such digital transactions against "**Tender Fee Cost**" and "**Earnest Money**" in form of **UTR No.** must be signed by the author signatory of Bank Issuer representative & also duly signed by the bidder along with their bank information's comprising of account number and account holder name etc.

6. The receipt of digital transaction against "**Tender cost in form of UTR No.** Transaction No. duly signed by bidder shall also be intimated by e-mail (eeetdmrd@upptcl.org) before bid submission end date and time.

7. Such digital transactions receipts as described in at **Sl. No. 5**, together with prequalification details technical and commercial terms and conditions and photocopies of **PAN** of **Proprietor/Firm GST** registration declaration .

8. Financial bid containing price only shall have to be upload as **cover-2 of Tender Part-2** in the Pdf/Excel format.

9. After evaluation of **Part-I** of Tender the date and time for opening of **Part-2** will be uploaded at the website: www.etender.up.nic.in

10. No documents (**Part-I & Part-2**) of any of the firm's shall be accepted in hard-copies (i.e other then online uploaded in digitally Pdf /Excel format) through any means either by post of personal by this office.

11. Please visit website www.etender.up.nic.in for any other corrections/amendments/modifications extensions till the date of submission of Tender and thereafter.

12. **Executive Engineer**, Electy. Transmission Division Muradnagar reserves the right to accept or reject any offer without assigning any reason

13. Dispute if any, shall be under jurisdiction of Ghaziabad District Court in the State of U.P.

"Save Electricity in the interest of the Nation"

ENGINEER

PART I

SCHEDULE -A

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TENDER FORMS

FOR SUPPLY /WORKS

From:

To,

The Executive Engineer

Electricity Transmission Division

Muradnagar, (Ghaziabad)

Sir,

With reference to your invitation to tender for the above I/We hereby offer to the, Items in the schedule of prices and delivery annexed or such portion thereof as your determine in strict accordance with the annexed conditions of contract form B/A, Specifications and schedules of Rates to Satisfaction of the Purchaser or in default thereof to forfeit and pay to the U.P. Power Transmission Corporation. Ltd. the sum of money mentioned in the said conditions.

The rates quoted are inclusive pro-rate and in full satisfaction of all claims.

I/We agree to abide by tender for the period of six months from the date fixed for receiving of the same.

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A sum Rs.....in the form of is herewith forwarded duly endorsed in favor to the.....U.P. Power Transmission. Corp. Ltd. as earnest money.

I/We hereby undertake and agree to execute a contract in accordance with the conditions of the contract.

Encl: As above.

Date date of..... (Month) 20.....year.

Witness :-
lly

Yours faithfu

Address
of the tenderer in full)

(Signature

Name.....

Seal of company

PART I

SCHEDULE B

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PRE-QUALIFICATION REQUIREMENT OF THE TENDERER

- (A) Bidder shall have registered in GST/PAN Card copy & also activated GST for this work.
- (B) Bidder has to submit current 3 years ITR Copy
- (C) Bidder must have experience of supply/work of same type as required in the Bid.
- (D) Bidder's work completion Certificate/Agreement/Material supply completion certificate must be u
ploaded by the Firm.
- (E) Material will be supplied within 60 days from date order.
- (F) Bidder shall have solvency certificate.

NOTE:

Bidder shall have to submit the documentary evidences in support of above pre-qualifying Requirement.

Additional security/Performance Guarantee:-

As per BO No-353/CS-Transco/Baithak(53)2017/ dated 11-7-2017 and GO No-622/23-12-2012-2 Audit/08,TC-2 dated 08-6-2012 contractor has to deposit additional security/ performance guarantee in the shape of FDR, if the tendered rates are found below the estimated amount as below:-

- A. 0.5% of Estimated value for each 1% upto below the rates.
- B. 1% of estimated value for each 1% beyond 10% below the rates.

DISCLAIMER

Even though the bidders may meet the above qualifying criteria, they may be disqualified if they Have

Made misleading or false representation in the forms, statements, and attachments as proof of the Qualifying requirements, and/or A record of poor performance such as non-completion/inordinate delays in completing the earlier contract(s) awarded by UPPTCL, litigation history, etc. Nigam does not bind itself to accept the lowest or any of the bids and reserves the right to accept any bid or reject any or all bids without assigning any reasons thereof.

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(Signature of the tenderer in full)

Name.....

Designation.....

Seal of company

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SCHEDULE- C

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DECLARATION

-

Tender Invited by

Tender For

Name of Tenderer

Specification No.& Date of Opening

In consideration of the U.P. Power Corporation. Ltd. having treated the tenderer to be an eligible person who tender may be considered, the tenderer hereby agrees to the condition that the proposal in response to the above invitation shall not be withdrawn within three months (or any extension thereof) from the date of opening of the tender, also to the condition that if thereafter the tenderer does withdraw his proposal within the said period, the Earnest money deposited by him may be forfeited to the U.P. Power Transmission Corporation Ltd. And at the discretion of the Purchaser, the purchaser may be debar the tenderer from tendering for minimum period of one year reckoned from the date of opening of the tender.

Signed this (date) day of.....(month)20.....year.

Place

signed by

Witness :-

Tenderer

Signature

Name.....

Designation.....

Seal of company

SCHEDULE D

SCHEDULE OF GENERAL PARTICULARS

1	Name of tenderer	
	Registered office	
	Postal Address of tender	
	Telegraphic address	
2	Name and address of manufacture, if any	
3	Location and address of works	
4	Name and address of Local representative and his telephone number, if any.	
5	Name and address of the officer of the tenderer/manufacture to whom all reference shall be made for expenditure co-ordination .	
6	Place from where service facility are available (Give full address)	
7	Whether the tenderer is sole Proprietor/Partnership concern/Pvt. Ltd. Co./Public undertaking.	
8	Named of foreign collaborator, if any	
9	Whether the designs are their own or obtained from other sources. If from other sources, the same may be indicated.	
10	Name and address of sub-supplier	
11	The name, designation, qualification and experience of the engineer employed by the tenderer in design, development and manufacturing of the quoted material.	
12	Authorised capital of the company.	
13	Annual Turnover is Rs..... per year	
14	Actual production per year of the material quoted.	
15	Manufacturing capacity per month of the quoted material.	

16	State the name and designation of your relative (s) If any working in corporation.	
17	Earnest month (i) Earnest money deposit or not	
	(ii) If yes, state amount of earnest money deposited.	
	(iii) No. & date of Bank Guarantee/Bank Draft (for earnest money)	
18	Validity of offer (A minimum validity of three month from the date of tender opening is required)	
19	1% security deposit in terms of clause 3 of From 'B' is not deposited within 15 of placement of order. Whether or not willing to deposit. If no, state reasons.	Yes/No
20	Whether agreeable to furnish 10% performance bank guarantee or not, state reason.	Yes/No
21	Whether the offered material is type tested or not.	Tested/Not tested
22	Whether type test certificate of offer material are enclosed or not.	Enclosed/not enclosed
23	Whether Certification for satisfactory performance of offered material enclosed or not.	Enclosed/not enclosed
24	Whether Ex-works prices quoted.	Yes/No
25	Whether Freight charges have been quote separately.	Yes/No
26	Whether the quoted prices are also warehouse th warehouse and 45 days storage th ereafter quoted separately.	Yes/No
27	Whether the quoted prices are also applicable for any reduced order.	Yes/No
28	Terms of payment as mentioned in relevant clause are acceptable or not	Yes/No
	State trade/States tax Number	Yes/No
29	(i) Central	Yes/No
	(ii) State	Yes/No
30	Income tax clearance certificate Enclosed or not,	Yes/No

31	Whether the tenderer is agreeable to supply the material, in case the deviation stipulated by him are not acceptable to the corporation.	Yes/No
32	Have you noted that material dispatch will be by Road Transport only.	Yes/No
33	Testing facilities.	
(a)	Type tests.	Available/not available
(b)	Routine tests.	Available/not available
34 (a)	Manufacturing experience of quoted material.	Enclosed/not enclosed
(b)	Evidence of statement 34(a)	Enclosed/not enclosed
35	Material quoted in service since.	Given the year with evidence/Not given
36	Tax and Duties	Applicable extra/Not applicable
37	Excise Duties	Applicable extra/Not applicable
38	Desired delivery (Annex-I)	Applicable extra/Not applicable
39	Drawings (Schedule F)	Enclosed/not enclosed
40	Whether the prices quoted are after taking motivate benefit.	Yes/No
41	Receipt No.	

NOTE:- Quantity may vary as per site condition/requirement but Price variation shall not be allowed in any condition.

Tenderer

Full Signature

Name

Designation

Date

Seal of Company.

PART I

SCHEDULE E

DEVIATIONS FROM 'INSTRUCTIONS TO TENDERERS' & ITS PRICE INCIDENCE

(All deviations from the Instructions to Tenders' shall be filled in clause, in this schedule, compliance with the Specifications will be taken as granted if the deviation are not specifically mentioned in this schedule. In case the tenderer is required to agree to the standard clause, then he may indicate the amount by which the tendered price will thereby the increased or decreased.)

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Sl. No..... Clause No.....Deviation.....Price incidence (Increase/Decrease)

The tenderer hereby certified that the above mentioned are the only deviations from the 'Instructions to tenderer'

Tenderer

-

(Signature of the tenderer in full)

Name.....

Designation.....

Date.....

Seal of company

PART I

SCHEDULE F

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DEVIATIONS FROM 'GENERAL REQUIREMENT' OF SPECIFICATION & ITS PRICE INCIDENCE

(All deviations from the 'General requirement of specification' shall be filled in clause, in this schedule; compliance with the Specifications will be taken as granted if the deviation are not specifically mentioned in this schedule. In case the tenderer is required to agree to the standard clause, then he may indicate the amount by which the tendered price will thereby be (increased or decreased.)

Sl. No. Clause No.....Deviation..... price incidence (Increase/Decrease)

The tenderer hereby certified that the above mentioned are the only deviations from the 'General requirement of specification'

Tenderer

(Signature of the tenderer in full)

Name.....

Designation.....

Date.....

Seal of company

SCHEDULE 'G'

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DEVIATIONS FROM 'GENERAL CONDITIONS OF CONTRACT FORM "B" ITS PRICE INCIDENCE

(All deviations from the 'General Condition of contract form shall be filled in clause, in this schedule, compliance with the Specifications will be taken as granted if the deviation are not specifically mentioned in this schedule. In case the tenderer is required to agree to the standard clause, then he may indicate the amount by which the tendered price will thereby the (increased or decreased.)

Sl. No. Clause No.....Deviation..... price incidence (Increase/Decrease)

The tenderer hereby certified that the above mentioned are the only deviations from the 'General condition of contract form A/B"

Tenderer

(Signature of the tenderer in full)

Name.....

Date.....

Seal of company

SCHEDULE 'H'

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DEVIATIONS FROM 'SPECIALCONDITIONS OF SPECIFICATIONS AND ITS PRICE INCIDENCE

Sl. No. Clause No.....Deviation..... price incidence (Increase/Decrease)

Tenderer

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

Sl. No.	Particular	Description (To be filled by Tenderer)
1	Tender Name	
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	

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Tenderer

(Signature of the tenderer in full)

Name.....

Date.....

Seal of company

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

-

-

(To be Submitted with Part-I)

Sl. No.	Particular	Description (To be filled by Tenderer)
1	Tender Name	
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	

Tenderer

(Signature of the tenderer in full)

Name.....

Date.....

Seal of company

TERMS & CONDITIONS OF CONTRACT -- FOR SUPPLY OF VARIOUS ITEMS AT 2 KV FARIDNAGAR SUBSTATION UNDER ETD, MURADNAGAR

Scope of Work: - FOR Repairing/overhauling of 36 KV Bus/line isolator at 220 kv Faridnagar substation under ETD Muradnagar

T & P: -

T & P required for proper execution of works shall be arranged by the contractor himself at his own cost. However, any special T & P as specified in contract and necessary for completion of work can be had from the Dep. On request free of charge. But non availability of any such T & P shall not absolve the contractor of his responsibility to complete the work. No extra payment shall be made on account of this.

LABOUR: -

Efficient Mechanic/skilled labours shall be arranged by the contractor at his own cost. In this connection department does not take any responsibility. However, if at any stage it is found the proper skilled personnel have not been deployed by the contractor for the work, he has to withdraw the unskilled labour doing the skilled job and deploy skilled personnel for doing the job. Also, the person deployed by the contractor found including in this the act of union, indiscipline or anything objectionable, shall be removed from site if asked to do so by engineer.

ELECTRICITY RULE: -

Construction work shall be carried out as per relevant provision of Indian Electricity rule 1956 and Indian Electricity Act. 1910 or any amendment there of technical specification of the contract any other manual referred to therein shall be strictly adhered to.

SAFETY & WORKMANSHIP: -

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 who is responsible for all consequences arising there of including payment of compensation under "Workers" compensation Act and the department shall in no way be responsible of this. S & AE shall ensure that at no level the safety rule is violated.

MATERIAL: -

Material shall be provided by the contractor at his own cost.

THEFT & LOSSES: -

In case of any theft and losses of material, reported by security guard/Contractor, necessary

FIR shall be lodged by concerned JE with the concerning Police Station.

INSURANCE: -

The responsibility to maintain adequate insurance coverage at all times during period of contract for safety of staff deployed and spares handed over for maintenance shall be that of contractor. The contractor shall also take necessary insurance to indemnify third party risk arising out of work to be done by him at his own cost. The department shall not be responsible in any way in case of any mishappening. The contractor shall provide with copy of all insurance policies & documents to Executive Engineer.

SUPERVISION: -

Work shall be supervision by Assistant Engineer/JE shall be over all in charge of supervision of each & every work in the contract. JE entrusted to get the work done, shall personally ensure that the execution is done exclusively as per specification of contract. In case of a deviation, he will immediately write to contractor under intimation to Assistant Engineer in Charge.

ENGINEER: -

Executive Engineer, Electy. Transmission Division Muradnagar, UPPTCL, shall be Engineer of the contract.

VERIFICATION OF BILLS: -

After the work has been satisfactorily complete at the end of each month Contractor will submit bill to concerned JE/AE for recording in MB and Verification in first week of every month or earlier. Any delay beyond that shall have to be justified by JE&AE in the covering letter. There should not be any substantial gap between the date of verification of bills in MB and its submission in the office of EE.

DISPUTE: -

In case of any dispute in respect of interpretation of any provision in the contract of any nature in respect of the work, the decision of the Superintending Engineer, Electy. Trans.

...de, UPPTCL, Ghaziabad shall be final & binding upon both the parties.

JURISDICTION OF COURT: -

The contract shall be governed by the Law of Government of India for the time in force in District Ghaziabad in the state of U.P. and shall be under the jurisdiction of Hon'ble High Court Allahabad.

PENALTY: -

The Contractor shall have to execute the above work within stipulated time, failing which a penalty @ ½% per week on remaining work subject to maximum of 10% of amount of the work shall be levied and recovered from the contractor's bills.

FINANCIAL CONDITIONS: -

PRICE: - To be quoted on rate schedule enclosed.

DAMAGE OF EQUIPMENT: - The contractor shall ensure to follow all instructions issued by concerned AS/JE. In case of damage of any equipment, if it is found due to negligence of contractor's employee/labour, same shall be recovered from contractor's bill.

6. STATUTORY DUTIES AND TAXES: -

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

INCOME TAX: - The contractor shall be liable and responsible for payment of such taxes if attracted under the provision of law.

GST: - GST as applicable as per provision of the laws shall be paid extra by the department.

7. EARNEST MONEY & SECURITY DEPOSITE: -

The contractor shall furnish security @1% of total value of the contract on start of work otherwise shall be deducted from 1st running bill. The amount of earnest money will be converted into security deposit.

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

The security money shall be forfeited either in whole or in part at the absolute discretion of the engineer, if the contractor fails or neglect to observed or perform any his obligation under the contract.

8. COMPLETION PERIOD: -

Material shall be delivered within 30 days from the date of this order.

9. TERMS OF PAYMENT: -

90% payment on monthly basis shall be made within one week of submission of bills and 10% payment may be released on submission of CDR/FDR of 10% amount of monthly bill.

Balance 10% payment or FDR/CDR of 10% amount shall be withheld as performance guarantee and shall be released after 6 months period from the date of completion of work after necessary certification by JE/AE that the work has been completed satisfactorily as per specification and nothing is outstanding against the contractor against this agreement or any other agreement of Dn.

10. MODE OF PAYMENT: -

All payment shall be made through account payee cheques only drawn on the banker of the concerned division.

Proper receipt of the cheques must be given in the office before the cheque delivered to contractor.

The cheque shall only be delivered to the person having executed the agreement or any authorized representative of the firm with his signature duly attested.

11. WITHHOLDING OF PAYMENT: -

Payment can be withheld on account of following at the discretion of engineer.

Violation of any contractual obligation on part of the contractor.

Failure by the contractor to make due payment of material or labour employed by him.

In sufficient progress of work. When the ground for withholding the payments are removed, payment shall be made without any delay.

2. NOTICE TO CONTRACTOR: -

Notice may be given to contractor, if the Corporation thinks fit by the Registered post at the address given below:

/s

A part from terms and conditions mentioned above provision contained in General Conditions of Contract "A" of UPPTCL shall also be applicable.

However, in case of any discrepancy provision mentioned in general terms & conditions and special conditions will prevail over of from A conditions

3. Buyer Added Bid Specific ATC

Buyer uploaded ATC document [Click here to view the file.](#)

4. Buyer Added Bid Specific Scope Of Work(SOW)

File Attachment [Click here to view the file.](#)

अस्वीकरण/Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category

item bunched with it.

4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.
15. Any ATC clause in contravention with GeM GTC Clause 4 (xiii)(h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.
16. Buyer added ATC Clauses which are in contravention of clauses defined by buyer in system generated bid template as indicated above in the Bid Details section, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by GeM GTC.
17. In a category based bid, adding additional items, through buyer added additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogs or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

All GeM Sellers/Service Providers shall ensure full compliance with all applicable labour laws, including the provisions, rules, schemes and guidelines under the four Labour Codes i.e. the Code on Wages, 2019; the Industrial Relations Code, 2020; the Occupational Safety, Health and Working Conditions Code, 2020; and the Code on Social Security, 2020 as and when notified and brought into force by the Government of India.

For all provisions of the Labour Codes that are pending operationalisation through rules, schemes or notifications, the corresponding provisions of the pre-existing labour enactments (such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972, etc. and relevant State Rules) shall continue to remain applicable.

The Seller/ Service Providers shall, therefore, be responsible for ensuring compliance under:

- **All notified and enforceable provisions of the new Labour Codes as mentioned hereinabove; and**
- **All operative provisions of the erstwhile Labour Laws until their complete substitution.**

All obligations relating to wages, social security, safety, working conditions, industrial relations etc. and any other statutory requirements shall be strictly met by the Seller/ Service Provider. Any non-compliance shall constitute a breach of the contract and shall entitle the Buyer to take appropriate action in accordance with the contract and applicable law.

This Bid is governed by the [सामान्य नियम और शर्तें/General Terms and Conditions](#), conditions stipulated in Bid and [Service Level Agreement](#) specific to this Service as provided in the Marketplace. However in case if any condition specified in सामान्य नियम और शर्तें/General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।/In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

---धन्यवाद/Thank You---