

POWER TRANSMISSION CORPORATION OF UTTARAKHAND LTD

Tender No. 09/220KV(O&M)A.D/Jhajhra D.Dun 2021-22



Office of the
Executive Engineer
220 KV Operation & Maintenance Audhyogik Division
JHAJHRA, Dehradun -248007

Name of Contractor

Name of Work/ Supply Refilling of various type Fire Extinguishers at 220 KV Sub -
Station, Jhajhra, Dehradun in FY 2021 - 2022,

Name of the Proprietor of the Firm

Address of the Firm

Contact Number

Pan Number

GST Number

Validity of Rates



INSTRUCTIONS TO TENDERER
TENDER SHALL BE RECEIVED IN TWO SEPARATE PARTS EACH
PART SHALL BE IN A SEPARATE SEALED COVER AS FOLLOWS

TENDER BID PART-I: -It shall be in a sealed cover "Super scribed" Earnest Money against Open/Limited Tender No 09 /220KV(O&M)A.D/Jhajhra D.Dun 2021-22 due date **10-1-2022**

It shall contain Earnest Money in an acceptable form or documents for exemption from Earnest Money.

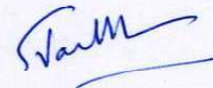
Earnest Money amounting to Rs (Rupees only) in the form of the FDR of a scheduled bank treasury receipt or interest bearing securities duly pledged in favour of EE, 220 KV Audhyogik khand, Jhajhra, Dehradun. Deposit at call of any scheduled bank in favour of Executive Engineer, 220 KV Audhyogik khand, Jhajhra, Dehradun to be deposited in Tender bid part-I "The deposit receipt pledged to the Purchaser "Received payment" under their signature.

Without this proof, request for exemption from depositing Earnest Money will not be considered and Tender will be treated "Tender without Earnest Money".

Any other exemption request will not be considered unless supported with a copy of Board's order in which such exemption has been allowed without full reference of Boards orders. Tender will be treated as "Tender without Earnest Money".

1. No Tender shall be considered where Tenderer has not rendered Earnest Money amounting to **Rs. 6000.00** in favour of **Executive Engineer, 220 KV Audhyogik khand, Jhajhra**, Dehradun, except where he is exempted from furnishing Earnest Money under any orders in force in the Board/Corporation/PTCUL.
2. This Earnest Money is enclosed in Part-I in the form of FDR/CDR/DD/TDR or Tender giving full details of Earnest Money.
3. Earnest Money will not be accepted in the form of Cheque or in any other form except detailed above.
4. Deposit all call, deposited earlier against any other Tender in the division will not be acceptable to be considered against this Tender. Any Tender having such request will be treated as "Tender without Earnest Money".
5. The Tenderer who is seeking exemption from depositing Earnest Money against some order of PTCUL, he should mention Order No. and Date and submit requisite documents and other evidence to establish such exemption in support of his case, as prescribed in Order with sealed cover for Earnest Money. without these documents exemption request will not be considered and Tender will be treated as "Tender without Earnest Money".
6. The following document may please be enclosed in the part Ist of Tender:
 - 1- FDR/CDR/TDR duly pledged in the name of **Executive Engineer, 220 KV Audhyogik khand, Jhajhra** Dehradun.
 - 2- Experience Certificate of related work/copy of supply orders or work orders. Copy of Class 'A' license Certificate.
 - 3- PAN copy and GST copy must be attached with bid document.

Where a Tenderer has neither furnished adequate Earnest Money in the prescribed acceptable form nor exempted from the same & other above said document, his second sealed cover containing the Price Bid shall not be opened and shall be kept with its seals intact in the condition in which it was received with the above reason for not opening the bid.



TENDER PART-IIrd:- BID

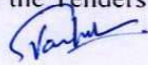
Tender Bid containing the Tenderers offering evidence of his fulfilling pre-qualifying conditions general information technical particulars, suggested deviation, prices offer etc. The Sealed cover containing the Tender Bid shall be superscribed "**Tender Bid against specification No 09 /220KV(O&M)A.D/Jhajhra D.Dun 2021 - 22**Due Date of Opening 10-2-2022

In case the Tenderer is prepared to offer any rebate or reduction in the price, the same should be clearly defined and mentioned in the Tender.

1. All works covered by the Specifications shall be carried out in accordance with the standard General Conditions of Contract Form-A. In case, any portion of the said condition of Contract is not clear to the Tenderer, clarifications must be obtained before submission of the Tender. Tenderer are requested to accept all the clauses of the form to facilitate early finalization of the Contract should the Tenderers, however be unable to comply with any conditions of Contract of the form he shall enter the proposed departure, if his Tender under chapter heading defilations from the condition of Contract form A.
2. Tender will be opened publically in the office of the **Executive Engineer, 220 KV Audhyogik khand, Jhajhra** Dehradun on the following Date and Time: -

Tender Bid Part-I	Date -10-2-2022	Time 3.00PM
Tender Bid Part-II	Date -10-2-2022	Time 3.00PM

- The Tenderers or their authorized representative may attend the Tender opening.
3. Where a bidder has neither furnished adequate Earnest Money in the prescribed acceptable form nor in the exempted form, his second sealed cover containing Tender bid shall not be opened.
 4. The purchaser shall not be bound to accept their lowest or any Tender and reserves to himself the right of accepting the whole or any portion of any Tender as he may think fit, without assigning any reasons for non accepting or rejections.
 5. The successful Tenderers will have to enter into an Agreement and will have to deposit requisite amount of Security Deposit, as required under clause of General Conditions of Contract Form A. No exemption whatever shall be granted in any case in this regard.
 6. **Executive Engineer, 220 KV Audhyogik khand, Jhajhra** Dehradun may revise or amend the Specifications and other conditions prior to the date notified for opening of the Tender. Such revision and amendments, if any will be communicated to all Tenderers and amendments or agenda to this invitation of the Tenders.
 7. The Tender should be made valid for a period of **Three months** from the Date of Opening. In case the validity given is for less period the Tender shall be treated as invalid.
 8. Any action on the part of Tenderer to revise the price/prices and or to change the structure of price/prices at his own instance after the opening of the Tender may result in rejection of the Tender and or debarring the Tenderer, from submission of Tenders to the Board at least for a period of one year in the first instance.
 9. Tender Cost will be accepted in shape of **Demand Draft Only**. The price of Tender Specifications will not be refunded in any circumstances, what so ever.
 10. Tender of the Tenderer who has not purchased the Tender Specifications will not be considered.
 11. Tender Proforma appended here should be filled in completely by the Tenderers, otherwise their Tender is liable to be rejected.
 12. Tenderers will note that if their prices are not firm and are subject to variation due to increase or decrease due to any change in the cost of material and labour, will not be admissible.
 13. In case of failure of firm to execute the work within the scheduled period, the Executive Engineer, 220 KV Audhyogik khand, Jhajhra Dehradun shall have every right to cancel the Agreement and necessary Penalty as General Conditions of Contract Form-A, will be recovered from the firm.
 14. It may be noted that no extension in the due date of opening Tender shall be granted.
 15. The undersigned reserves the right to reject any or all the Tenders without assigning any reason what so ever.



16. Tenderers are required to submit a valid Income Tax Clearance Certificate along with their Tender. Firm not registered in Income Tax Department need not to submit their Tender, else it will be summarily rejected.
17. No conditional offer shall be accepted.
18. Any approach etc. officially or otherwise on part of the Tenderer or his representative shall render his Tender liable to be summarily rejected.
19. Telegraphic Tender will not be accepted.
20. The Tender will be submitted in Two Parts as detailed above.
21. The sealed envelopes containing full particulars of Tender will then be placed in another sealed cover bearing on the top detailed above.
22. The Tenderer should submit to execute an Agreement to the effect, on a stamp paper with Rs.100/- in the Performa of Agreement enclosed as Appendix.
23. **LEFT OUT WORKS:** - If the Contractor fails to complete the work timely or leave any part of work incomplete then Power Transmission Corporation of Uttarakhand Ltd. will be at a Liberty to get the work carried out departmentally or through any other Contractor/Agency and may postpone till the completion of the work, the assessment of the compensation to be paid by the Contractor. In such a case, the Contractor shall pay all expenses which may be incurred in excess of the same which would have been carried out by him and a Certificate in writing of the Executive Engineer/Chief Engineer (O&M) shall be final and conclusive as against the Contract to the amount of any such expenses. If upon any occasion the Chief Engineer/Executive Engineer, abstains from exercising the powers given to him by this clause, such abstention shall not prevent him from exercising such powers upon a subsequent occasion if the Contractor again make default, not shall such abstention absolve the Contractor from liability to pay compensation for any fault which may have made.
24. **COMPENSATION:** - The Contractor shall be fully responsible for all sorts of accidents, breakage or loss etc., which may occur to the Corporation during the execution of the Contract. The Contractor shall also be fully responsible for all sorts of accidents which may occur to his labour during the execution of the work Contract. in accordance with the provision of Workman's Compensation Act.
25. **SITE CLEARANCE FOR WORK:** - Site clearance for work will be done by the Contractor in the presence of Junior Engineer, maintaining the Lines/Substations.
26. **DISPUTE:** - In case of any dispute between the Contractor and the **Executive Engineer, 220 KV Audhyogik khand, Jhajhra** Dehradun the decision of the Chief Engineer O&M), 26 Civil Line, Roorkee will be final and binding on both parties.
27. **VARIATION IN ACTUAL QUANTITY:** - The quantities of works mentioned above may vary 05% plus-minus on either side with the conditions due to change of time, if there is similar nature of work on other lines/Substations, Work has to be done on such Line/Substation on the Tendered rate.
28. **ACCOMODATION:** - The Contractor shall make his own arrangement for the stay of his staff at different sites and transport thereof, during the execution of the work.
29. **Labour Laws:-**
 - 30.01:- Persons below the age of 18 years shall not be employed for the work no female worker shall be employed in the night shift between 07.00 p.m and 06.00 a.m next day.
 - 30.02:- Contractor shall maintain a valid labour license under the Contract labour (regulation and abolition) Act for employing necessary manpower required by him. In the absence of such licensee, the Contract shall be liable to be terminated without assigning any reason thereof.
 - 30.03:- The Contractor shall at his own expenses comply with all Labour Laws and keep the PTCUL indemnified in respect thereof. Some of the major liabilities under various Labour and Industrial Laws which the Contractor shall comply with areas under:-
 - i) Payment of contribution by way of Employer's Contribution towards Provident Fund, Family Pension Scheme, Deposit Linked Insurance Scheme, Administrative Charges, etc at the rate made applicable from time to time by the Government of Uttarakhand/Government of India or other Statutory Authority.



- ii) Paid leave facility and wages as per the provision of the Factories Act.
 - iii) Identity Card as prescribed under the Factories Act with photo affixed thereto, for identification.
 - iv) Payment of Retrenchment Compensation, Notice Pay and other Liabilities as per Industrial Disputes Act. Any payment to the Contractor's Employee arising out of any claim of disputes under the Industrial Disputes Act 1947 or any other Labour Laws.
 - v) Payment of Compensation in case of accidental injury.
 - vi) Provision of crèche, if the female laborers or relevant provision.
 - vii) Maternity Leave as per the provisions of the Maternity Benefit Act.
- The above are some of the major Liabilities of the Contractor in addition to other Liabilities, prescribed under the various Labour Laws, in force from time to time, from Statutory Authorities like State Government/Government of India, which the Contractor shall have to comply with.

30.1:- Provident Fund and Family Pension Scheme

The Contractor shall submit along with his bills (month wise) a statement regarding deduction against Employees Provident Funds and Family Pension Scheme in respect of each concerned Employee. Provident Fund and Family Pension Scheme at the rate of 18% (or at the rate made applicable by the Government from time to time of the wages. The Contractor's contribution and his workers contribution towards Provident Fund and Family Pension Scheme shall be deposited by the Contractor with Regional Provident Fund Commissioner.

30.2:- Deposit Linked Insurance Scheme

The Contractor shall have to deposit ½% of the wages in respect of Employees, who is a member of the Provident Fund, as the contribution to the Deposit Linked Insurance Scheme with Regional Provident Fund Commissioner.

30.3:- Administrative charges

Administrative charges for maintaining Provident Fund account shall be deposited by the Contractor with Regional Provident Fund Commissioner, at the rates applicable.

30.4:- Paid Leave Facility

Paid Leave Facility at the rate of one day for every twenty days worked by the Contract labour, shall be provided by the Contractor to his workers. He shall maintain Leave Records, Leave Cards, for individual labourer which shall be only verified, approved and certified by the authorized officer of the PTCUL.

30.5:- Workman's Compensation Fund and Employer's Liability Insurance

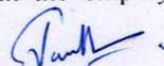
The Contractor shall cover all his employees under Workmen's Compensation Fund and under the Liability Insurance. The purchaser shall not be responsible for any payment of compensation to the workers/supervisor of the Contractor for Fatal or Non-fatal accidents, during the pendency of the Contract.

30.6:-

The contractor shall employ adequate number of experienced staff at site for daily supervision and for maintenance of various Registers and Records required under the Law and Contract. No payment for supervision shall be admissible.

30.7:- Contractor to indemnify the Corporation

The Contractor shall indemnify PTCUL and every member Officer and Employees of PTCUL also, Engineer-in-Charge and his staff against all action, proceedings, Claims, Demands, Costs and Expenses whatsoever, arising out of or in connection with the matters referred herein above elsewhere and against all actions, proceedings, claims, demands, costs and expenses which may be made against PTCUL or Government for or in respect of performance of his obligation under the Contract documents. PTCUL shall not be liable for intervention of Authority/Government for or in respect of performance of his obligation under the Contract documents. The PTCUL shall not be liable for or in respect of or consequence of any accident of injury to any workman or other person in the employment of the Contractor or his Sub-



Contractor and the Contractor shall indemnify and keep indemnified PTCUL against all claims, demands, proceedings, cost, charges and expenses whatsoever in respect thereof or in relation thereto.

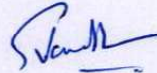
30.8:-Workmen's compensation and Employer's Liability Insurance

Insurance shall be effected for all the Contractor's employees engaged in the performance of this Contract. If any of the work is sublet, the Contractor shall be responsible for the sub-Contractor to provide workmen Employer's Liability Insurance for the latter's employees, such employees shall be covered under the Contractor's Insurance.

30.9:-Wages to be paid & Time of payment etc. by The Contractor

a) The Contractor shall pay minimum wages per day to his labourers/ Workers as per rates fixed under the Minimum Wages Act. The wages of every Contract labourer employed by him under this Contract shall also be paid by him before the expiry of 7th day from the last day of the month in respect of the wages are payable (i.e wages of a month have to be paid by him in the first week of the next month). Any default will result in cancellation of Contract forthwith or else the Contractor shall be punishable to the extent of Rs. 100/- per each day or as per the prevailing rules of Labour Laws.

b) The Contractor shall give his Telephone/Mobile Number and Address to PTCUL. so that, in case of labour trouble etc., the Contractor may be contacted. The Contractor shall arrange to have his office outside the Factory/Work premises and the Contractor shall keep himself present throughout the working hours.



**Executive Engineer
220 KV Audhyogik khand
Jhajhra Dehradun**