



दूरभाष / Ph : 0121-2665734
फैक्स / Fax : 0121-2666062
CIN: U31200UP2003SGC027458
E-mail:- cc.hr@pvvnl.org

No. 3712 /PVVNL/HR/GEM/2025/B/6031805

Dated: 09/07/2025

Subject: Letter of Intent (Offer) for "Providing skilled & Un-skilled Manpower for operation/maintenance of 33/11 KV Substations and LT/HT distribution lines under PVVNL" against GeM Bid No. GEM/2025/B/6031805 for Electricity Urban Distribution Circle-III, Ghaziabad.

To,
✓ M/s. Globetech Creations Private Limited,
Ward No. 6, Gopal Nagar, Siswa Bazar,
Distt. Maharajganj (UP)-273163.

Dear Sirs,

In reference to above and your offer against this office GeM Bid No. GEM/2025/B/6031805 an offer is hereby given to you for "Providing skilled & Un-skilled Manpower for operation/maintenance of 33/11 KV Substations and LT/HT distribution lines at PVVNL" for following circle-

Sl. No.	Details of work	Period	Total Value(Rs.) (With GST as applicable) for 2 years
1.	Providing skilled & Un-skilled Manpower for operation/maintenance of 33/11 KV Substations and LT/HT distribution lines at PVVNL" for following circle- 1. EUDC-III, Ghaziabad.	24 Months from date of LOA	11,95,09,935.78
Total			11,95,09,935.78
Rupees Eleven Crore Ninety Fifty Lakh Nine Thousand Nine Hundred Thirty Five & Paise Seventy Eight Only			

Details :-

Sl. No.	Item Description	Maximum No. of Man Power	Monthly Wages including D.A, Employer Cont. EPF, EDLI, Admin. Expenses & Employer cont. ESI (Rs.)	Profit Margin Charges (in %)		Monthly wages per manpower incl. profit Margin Charges excluding GST	Total Expenditure including Profit Margin charges Excluding GST for 12 Months (Rs.)	Total Expenditure including Profit Margin charges Excluding GST for 24 Months (Rs.)
				Excluding GST (In %)	Including GST (In %)			
(1)	(2)	(3)	(4)	(5)		(6)	(7) = (3)×(6)×12	8 = 2×(7)
1	Skilled manpower as per specification for operation of 33/11 KV Substation round the clock in the three relay shift of 8 Hours each.	62	15,328.73	3.26271%	3.85%	15,828.862	1,17,76,673.33	2,35,53,346.66
2	Skilled manpower as per specification for maintenance of live LT, HT lines (In shutdown/break down) around 33/11 KV Substation round the clock in three relay shift of 8 Hours each.	78	15,328.73			15,828.862	1,48,15,814.83	2,96,31,629.66
2	Un-Skilled manpower as per specification for maintenance of live LT, HT lines (In shutdown/break down) around 33/11 KV Substation round the clock in three relay shift of 8 Hours each.	156	12,439.91			12,845.788	2,40,47,315.14	4,80,94,630.27
Total							5,06,39,803.30	10,12,79,606.59
G. TOTAL (With GST)								11,95,09,935.78

Note: *Statutory dues & DA may be changed with government guideline, however the value of profit of calculated with respect to % quoted at minimum wages at time of bidding shall remain fixed throughout the contract period.

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- (i) The rate includes Labour Basic Pay, DA, EPF, ESIC under the Employee's State insurance Act, 1948, Insurance under W/C act 1923, all cost on Labour Uniform, Safety Equipments, like hand gloves, Pliers, Safety belt, Shoes, etc., Leaves Salary and associated materials required for proper execution of aforesaid work like ladders, chain, ropes etc. along with contractor profit margin.
- (ii) Skilled/Un-skilled minimum basic labour wages payment is mandatory as per State Govt. order issued time to time and in case of any increase/revision in it by State Govt. corresponding changes shall be ensured and will be payable by PVVNL to the firm.
- (iii) GST shall be payable extra at actual. Payment shall be made as per terms and conditions of the tender.
- (iv) The payment to contractor shall be done as per the formula of GeM.
Minimum Wages with GST+3.85*(minimum wages without GST)/100.
- (v) Profit of Contractor shall be calculated on the basis of the minimum wages at the time of bidding by contractor.

SCOPE OF SERVICES :-

1. Operation of 33/11 KV Sub Station and its other related works round the Clock in three relay shift of 8 hours each. Shift comprising of the Skilled Operator having minimum qualification of I.T.I. in Electrical and Un-Skilled Helper in each shift for Operation of S/S Equipment and Maintenance of records as detailed in technical specification.
 - A. For Rural Substations where ESI facility isn't available and only WC is applicable.
 - 1.01 One No. Un-Skilled Manpower for 8 Hours each.
 - 1.02 One No. Skilled Manpower for 8 Hours each.
 - B. For Urban Substations where ESI facility is available.
 - 1.01 One No. Un-Skilled Manpower for 8 Hours each.
 - 1.02 One No. Skilled Manpower for 8 Hours each.
2. Maintenance of Line and its other related works under geographical area of 33/11 Kv Substation round the clock in three relay shift of 8 hours each. Gangs comprising of the skilled operator having minimum qualification as given in this specification and un-skilled helper in each shift as detailed in this specification. (In rural areas deployment in shifts shall be as per norms of UPPCL(HQ).
 - A. For LT lines, HT lines (in shutdown or breakdown) gangs in Rural Areas, where ESI facility isn't available and only WC is applicable.
 - 1.01 Two No. Un-Skilled Manpower for 8 Hours each.
 - 1.02 One No. Skilled Manpower for 8 Hours each.
 - B. For LT lines, HT lines (in shutdown or breakdown) gangs in urban areas ESI facility is available.
 - 1.01 Two No. Un-Skilled Manpower for 8 Hours each.
 - 1.02 One No. Skilled Manpower for 8 Hours each.

Note:-

1. Under the above quantity may vary -50 %&+0% , individually or in total.
2. Deployment of skilled & unskilled Manpower for substation operation and Line Maintenance duties shall be as per norms of UPPCL (HQ).
3. The maximum no. of manpower in summer season i.e. (April to September) and winter season i.e. (October to March) shall vary, which will be intimated later on.
4. Essential Qualification required for manpower to be deployed (Unskilled)
 - a. Deployed Manpower shall have to be at least literate and shall possess reading & writing knowledge of Hindi and at least reading knowledge of English language.
 - b. The attendance of all the employee to be provided through the facial attendance/biometric system prevalent in PVVNL, Meerut.
 - c. Age Limit Min: 18 Years, maximum age limit 55 years (subject to sound health and fitness).
 - d. Experience : At least 1 year of work experience preferably in electrical system.
- Major Duties (For Substation and field Duties):-
 - To assist in disconnection work – If required, to assist line man in operating duly signed disconnection list by Engineer-in-charge. To carry ladder, line man's tool bag, etc.
 - To assist in maintenance of LT Line – During Maintenance of LT line, providing assistance to the Departmental Gang, in keeping the rope tightly held and carrying tools and material from Stores to site and back, as per instruction of Engineer-in-charge.
 - To assist in attending of Fault operating at consumer (FOC) of LT consumers – To assist attending faults in carrying ladder, tool bags, etc., as per instruction of Engineer-in-charge
 - To assist in other works like laying of conductor / cable.
 - To assist in HT maintenance work.
 - Proper storage of records, cleaning of equipment in proper guidance and other routine work in sub-station.
 - To abide by and conform to roles and responsibilities as notified by Purchaser / Service Recipient from time to time.
 - To perform miscellaneous and others jobs as directed by Officers / Officials and other work assigned by the officer concerned.
4. Essential Qualification required for manpower to be deployed (Skilled)

- a. Deployed Manpower shall have to possess an ITI certificate in Electrical Trade or Wireman as recognized by NCVT or SCVT or higher technical degree/diploma in engineering, AND/OR with shall possess Overhead Certification for Electrical Safety Or The Manpower shall have atleast 4 years of relevant experience and shall possess certification under RPL (Recognition of Prior Learning) by Power Sector Skill Council Or other equivalent Govt. body under Line Man or Substation operator category. The manpower should have reading & writing knowledge of Hindi/English language.
- b. Age Limit Min: 18 Years. Maximum age limit is 55 years (subject sound health and fitness.
- c. Experience : At least 1 year of relevant work experience in case of having an ITI certificate and 4 years in case of RPL Certification as indicated above.

Major Duties

A. For Substation Manpower:-

Working Conditions: General power sub-station conditions. Available for unscheduled work. Works rotating shift schedule, with one off in a week as per roster. Shift schedule changes with size of station and number of station personnel.

- Continuously observes the functioning of station equipment in substations, principally as revealed by various meters and gauges. Observes switchboard instruments for unusual operating conditions and performs the function necessary to restore the equipment to normal or remove it from service as required.
- Prepare summary of disconnection(s) in the prescribed format.
- Switches and maintains substation equipment for proper operation.
- Prepares the equipment for operation and starts, stops and controls the units, adjusting the load and voltage and accessory regulating equipment as required.
- Performs switching operations in accordance with standard operating procedures.
- Maintains daily operating log on all operations, both routine and emergency, and reports on line outages and weather conditions. Records hourly readings of indicating and integrating meters, and changes, marks and checks charts of recording instruments.
- Acts independently during an emergency by performing duties in rapid succession involving switching, adjusting load and/or voltage, or extinguishing fires.
- Issues protective tags through established safe clearance procedures for all equipment in the plant and substation.
- Notes changes in load and makes routine adjustments to meet such changes without immediate supervision. Reports unusual situations to supervisors.
- Periodically inspects station both inside and outside to determine proper operation of facilities and maintain security. Makes minor adjustments and repairs.
- Analyzes problems to determine type of repair necessary and informs proper personnel.
- Performs incidental or related duties such as watering storage batteries, cleaning up and general housekeeping and receiving telephone complaints from the public.
- Conducts public tours of station as required.
- Performs sub-dispatching as required.
- Maintaining emergency stock of spares/tools.
- Assists in training apprentices.
- May perform duties of Utilityman as required.
- Performs other duties as assigned. Job duties are subject to change as directed by Engineer-in-charge..

B. For Field Staff (Maintenance Gang):-

- Disconnection work – Disconnecting the regular/irregular consumer in the area as per the directives of Engineer-in-charge or his authorized representative and list provided to them. Necessary information of consumer enlisted and submission of reports on zone in prescribed format as per schedule. Monitoring of disconnection attended. Prepare summary of disconnection(s) in the prescribed format.
- Maintenance of LT Line – Maintenance of LT line independently or providing assistance to the Departmental Gang. Arranging required material from stores/section holder, carrying tools and material from Stores to site and return back, as per instruction of Engineer-in-charge.
- DTR Circuit Maintenance – Regular observe the DT substation including health of transformer and its loading, leakage & hotspot etc.. To maintain Distribution Transformer as per instruction of Engineer-in-charge.
- Attending faults of LT consumers – To assist departmental gang attending Fuse off calls etc. as per instruction of Engineer-in-charge
- Other works like construction of lines and DT substations etc.
- HT maintenance work.
- Proper keeping of records and other routine works, as the directives of Engineer-in-charge or their authorized representative.
- Keeping good relations with public, consumer and departmental staff.
- To abide by and conform to roles and responsibilities as notified by Purchaser / Service Recipient from time to time.
- To perform miscellaneous other work assigned by the officer-in-charge.

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SPECIAL TERMS AND CONDITIONS:

1. Period of Contract

The period of Contract under the scope of work shall be up to 24 months from the date of start of work i.e. 01.07.2025 which can further be extended in two tranches of one year after approval of the competent committee on mutual consent between both the parties on same rates, terms and conditions, as specified in bid documents, based on the performance of the contractor. However, PVVNL may terminate the contract by giving 60 days' notice without assigning any reason.

2. Mandatory Obligations on the Contractor

- 2.1 The Contractor shall be obliged to pay the applicable wages to its deployed personnel which shall not be less than the at least minimum wages of the skilled/ unskilled personnel as applicable (as per the classification equivalent to the monthly/daily wages determined by the Labour Commissioner, Govt. of Uttar Pradesh under Minimum Wages Act, 1948 or latest amendments thereof) through bank transfer only in the account of deployed personnel. In this connection, the orders issued by Government of Uttar Pradesh revising the wages from time to time shall be binding on the Contractor from the effective date mentioned in each such notification.
 - 2.2 The Contractor shall discharge its liability for the deployed personnel in respect of Employees Provident Fund under the Employees Provident Funds and Miscellaneous Provisions Act, 1952 on regular basis on or before the due date as per provision of Act.
 - 2.3 The Contractor shall discharge its liability for the deployed personnel in respect of Employees State Insurance Corporation (ESIC) under The Employee's State Insurance Act, 1948, and only in places where ESIC is not applicable the Contractor will obtain insurance under Workmen Compensation Insurance Policy from any of the IRDA recognized Insurance Companies. Copy of the policy shall be submitted to PVVNL evidencing compliance of the provision.
 - 2.4 The Contractor shall have to bear all other liabilities as per existing "Contract Labour (Regulation and Abolition) Act, 1970", Maternity Benefit Act 1961, Equal Remuneration Act 1976 and other applicable Labour Acts as amendable from time to time.
 - 2.5 The Contractor shall also bear all other expenses like Leaves, training, additional Salary, Group Insurance.
 - 2.6 The contractor shall mandatory provide the following items/material to all its deployed personnel-
 - (a) Reflective Radium jacket.
 - (b) 02 Nos. Summer Uniform and 01 No. Winter Uniform.
 - (c) Photo Identity Card.
 - (d) Safety equipments like hand gloves, pliers, safety belt, shoes etc and other associated materials required for proper execution of aforesaid work like ladders, chain, ropes etc.
 - 2.7 The Contractor shall be liable to give work off / holidays to the deployed labour as per The Contract Labour (Rules and Abolition) Act, 1970 or latest amendments thereof and shall also be liable to provide the substitute labour for this periods.
 - 2.8 The Contractor shall have to provide a Photo Identity card for each and every deployed personnel which will have to be prominently displayed while on duty.
 - 2.9 The Contractor will have to make the payments of wages directly into a Bank Account of deployed personnel through NEFT/RTGS and shall provide details of their bank accounts number, bank name, etc. to the Executive Engineer.
 - 2.10 The Contractor will mandatorily submit documents showing the proof of age and qualification of the personnel deployed by it, for executing the contract, and get it verified by concerned Executive Engineer of the division, PVVNL or any other Officer as authorized by Executive Engineer PVVNL from time to time. The verification of the credentials of the personnel by PVVNL is mandatory and shall majorly be a one-time activity in a year. Duly signed Declaration to be given for all deployed manpower should be submitted to the Officer-in-charge authorized by PVVNL before deploying the respective manpower. Random police verification would be carried out regularly to the check the genuineness of the declaration.
In case, the bill raised by the Contractors after three months gap, the same shall be passed only after successful verification of the credentials of deployed labour by PVVNL. Any addition/ removal of work force will be properly / promptly intimated to PVVNL and the added work force credentials will also be verified by PVVNL.
 - 2.11 The Contractor shall have to ensure fulfillment of the eligibility criteria as mentioned in Section-Qualification Requirement Eligibility criteria of Bidders of the bid document, at all times.
3. (a) If in a particular district, the ESI facility is statutorily available for urban as well as rural labour, in such case the payment of ESI labour deployed in rural areas will also be reimbursed by PVVNL on the approved rates for urban areas. The contractor shall have to produce necessary documentary evidence in support thereof.
(b) All statutory payments including bonus (As per payment of Bonus Act 1965 and its amendments thereafter) if applicable, is the sole responsibility of the contractor.

4. Submission of Bills

- 4.1 The Contractor shall submit bills with all prescribed documents to Circle/ Division office or any other office as prescribed by PVVNL.
- 4.2 While submitting the bills for payment purpose, the Contractor shall have to enclose copy of the following documents before 10th (Tenth) day of the succeeding month for the work/ service extended during the previous month:
 - Each month EPF Challan Sheet along with ECR Sheet in which deployed manpower should be highlighted for EPF verification.

- Copy of Biometric Card provided by ESIC (along with ESIC receipt) of each labour deployed. In case ESIC is not applicable then the copy of Workmen Compensation Insurance policy or Group Personal Accident Policy, taken from any of the PSUs for the number of labours deployed.
 - The Contractor shall have to get the attendance sheet (day-wise and shift-wise) verified by second working day of next month by Officer-in-charge or their authorized representatives and submit it with consolidated bills up to 10th (tenth) day of the succeeding month.
 - Attendance of employee deployed against subjected tender shall be made through bio-metric system.
 - The Contractor shall have to provide Bank Account details of each deployed manpower in which he is paying the wages to the labours. Also Contractor shall have to provide monthly statement of bank account showing transaction of salary in his manpower's account.
 - Shift wise roster.
 - GST receipt along with deposit challan & copy of return file as per rules.
 - Receipt of Premium paid to Workmen Compensation Insurance Policy or group personal accident policy.
 - Any other document, if applicable.
- 4.3 All above payment excluding wages (wages to be paid on 7th day) shall have to be made in respective department by tenth of succeeding month else penalty of Rs.100/- per day per personnel for which the payment including the salary disbursement has been delayed or not been done (along with all the penalties imposed by ESIC or EPFO) shall be imposed and recovered from its bill/ contract performance guarantee. Any non-compliance regarding timely payment of salaries, PF, ESIC or any other payments due by Contractor to the deployed manpower may attract Stringent Actions including Legal proceedings and repetition of such offences might result into blacklisting of the Contractor for any future contracts/ tenders.
- 4.4 After the successful completion of work/ service during the very first month of the contract period, the bills shall be passed only after the Contractor produces the undertaking for depositing wages into the accounts of the personnel deployed by it. The evidence of payment of EPF (i.e.) ECR, ESIC (or WC Policy), and applicable GST shall not be mandatory to submit in first month. However, from the second month onwards all such statutory payments proofs are to be furnished along with the bills submitted by the Contractor (in accordance with guidelines mentioned in 4.2 above in this section). PVVNL will verify the disbursement of wages along with the evidence of payment of EPF, ESIC or WC (as the case may be). PVVNL will cross check the details, submitted by Contractor to PVVNL along with its bill from the EPFO portal. PVVNL will also verify the payment receipts submitted by Contractor for the ESIC contribution or WC contribution of the concerned employees.
- 4.5 Contractor shall present bills in two parts, first part consisting of wages paid to the contractor's personnel and its proof like RTGS receipt etc and other part will consist of statutory payments like details of EPF, ESI etc as applicable. However before submission of the bill, the Contractor has to ensure that the payment of persons deployed by the Contractor have been made for the billed period before 7th (seventh day) of the succeeding month. The correctness of amount and/or of any penalty imposed by the competent authority of PVVNL/ Service Recipient shall be binding on the Contractor.
- 4.6 Payments shall be made promptly by the PVVNL, within thirty (30) days after submission of a valid bill along with all prescribed documents mentioned in Clause 4.1 of Special conditions of Contract. In such case, where there is any dispute/ issue related to the billed amount then payment at the rate of 80% of the least allowable amount (after deducting taxes, penalties & Performance Security) of the bill shall be done and the balance amount payable/ recoverable if any, shall be paid/ adjusted along with next month's payment.

It should be noted that in case of compensation recoverable, the Contractor shall have to deposit the payment with PVVNL not later than fifteen (15) days after submission of settlement statement. For any delay beyond this period (15 days), the Contractor shall have to pay the settlement amount along with the applicable bank interest, beyond the 15 days period.

In any bill payment related dispute/issue arising between PVVNL and Contractor, a committee shall be formed and convened by concerned Superintending Engineer for resolution of such disputes. The committee shall resolve such issues within a period of 30 days from the day of identification of such issues. The decision of the committee shall be binding on both the parties.

In case there is no further resolution regarding bill payment related dispute/ issue within the stipulated timeline, Clause-15- of General Conditions of Contract will be applicable.

- 4.7 The contractor shall also have to give an undertaking that , they are not availing any benefit of Employer's share of Employee Provident fund (EPF) under schemes like Pradhan Mantri Protsahan Yojana (PMRPY) or any other similar schemes. In case, contractor is availing any benefit for any such said schemes, the same shall be intimated to PVVNL and reimbursement shall be reduced to the extent of benefit received by the Contractor. In case, the fact of such reimbursement is not disclosed and is discovered subsequently, penal action shall be taken against such a Contractor.

5 Changes in Manpower Requirement

- 5.1 The Contractor/ Contractors shall have to deploy the requisite number of manpower as and when required and notified by Engineer In charge (of concerned Circle/ Division). PVVNL/ Service Recipient reserves its right to increase or decrease the manpower requirement numbers during the period of the contract as per the job requirement and Contractor/ Contractor shall have to abide by the same without any fail/ objections. The change in manpower requirement shall be within the variation limit, mentioned in the specifications i.e (-50/+0%). However in case of construction of new substation & lines the contractor will be kind to provide additional manpower on the same terms & condition after getting approval from MD Purchase/ work committee.



5.2 PVVNL reserves the right to extend the services of the contractor in other circles within PVVNL on the same rates, terms and condition.

6 Contract Performance Guarantee

- (a) The Contractor shall furnish Bank Guarantee (valid for the entire contract period + 6 months and extension, if any) thereof for an amount totaling 15% of per annum contract value. The bank guarantee shall be from Scheduled commercial bank excluding Cooperative bank and Regional Rural banks (of any Bank having Branch situated in the State of Uttar Pradesh). The bank guarantee should also have a further claim period of 3 months from the date of completion of the contract.

In case of revisions of minimum wages as notified by Labour office, Uttar Pradesh, Contractor shall have to pay the wages to their deployed workers as per revised minimum wages as notified time to time by competent authority. Accordingly DA, PF & ESI shall be calculated based on prevailing minimum wages and bill shall be submitted accordingly.

- (b) The payment to contractor shall be done as per the formula of GeM.
(((Basic monthly pay (INR) exclusive of GST+ESI (INR Monthly)+Provident Fund (INR Monthly)+ELDI (INR Monthly)+ Bonus (INR Monthly)+Optional Allowances 1 (INR Monthly)+Optional Allowances 2 (INR Monthly)+Optional Allowances 3 (INR Monthly)+EPF Admin Charges (INR Monthly))*1.18+ (Percentage of Service charge (Basic monthly pay (INR) exclusive of GST+ESI (INR Monthly)+Provident Fund (INR Monthly)+ELDI (INR Monthly)+ Bonus (INR Monthly)+EPF Admin Charges (INR Monthly)+Optional Allowances 1 (INR Monthly)+Optional Allowances 2 (INR Monthly)+Optional Allowances 3 (INR Monthly)) /100))*Tenure/ Duration of Employment (In Months) * Number of Resources to be hired))
- (c) The Contract performance guarantee shall be in name of Superintending Engineer of concerned Distribution Circle & it should be submitted within 28 days from the date of LOI. The contract agreement shall be executed within 30 days from the date of LOI, failing which the action may be taken as per terms/rules in related matter.

Note :- Exemption to Micro, Small firms registered under MSME & Startup shall be as per corporation order issued from time to time.

7. (a) In case, any penalty is imposed by the regulator/ government/ any other judiciary or compensation thereof, as decided by the concern authority, on PVVNL related to services/ scope of work as per this Bid document, then the same shall be passed on to the Contractor.
- (b) Contractor shall have to cooperate with PVVNL to conduct random checks with outsourced employees deployed to check the disbursal of salaries and other compliance payments like PF, ESIC, etc. by the Contractor. Subsequently, if it is found that the Contractor is not complying with stipulated pay-outs to its labour, PVVNL shall initiate actions like Encashment of BG / Legal Proceedings / Blacklisting of the Contractor and forfeiture of Bank Guarantee etc.

8. Online Portal:-

A portal has been created to monitor wages, EPF, ESI and other statutory contributions and the agency will be required to upload the following information on Outsource Karmi Portal of UPPCL:-

1. Name of Discoms.
2. Name of Zone.
3. Name of Distribution circle.
4. Name of Division.
 - i) Name of Contractual Manpower, Address, Mobile No. & Aadhar No./ UAN/ or any other photo Identity Proof which includes voter Identity card, PAN card and copy of Bank Passbook.
 - ii) Tender Specification No.
 - iii) Agreement No. with date.
 - iv) Validity Period of the Contract.
 - v) Total no. of Manpower deployed by the contractor.
 - vi) Total registered no. of Manpower under ESIC (कर्मचारी राज्य बीमा निगम 1948) act.
 - vii) Total registered no. of employee under Building Construction Act 1996 (भवन सन्निर्माण अधिनियम 1996)
 - viii) EPF registration no. of contractor.
 - ix) ESI registration no. of the Contractor.
 - x) Nature of manpower (with number) – Skilled/un-skilled.
 - xi) Total registered no. of Manpower under EPF (कर्मचारी मविष्य निधि एक्ट 1952) act for above agreement.
 - xii) Total monthly payment made through RTGS including wages, EPF, ESI etc.-
 - xiii) Any other relevant information required to complete requisite details on portal.

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9. Safety Instructions

- a. Since it requires working on LT & HT lines, therefore bidders shall have to have skilled manpower having necessary certification and experience of working on operation of substation. The manpower deployed for such work should be well versed with necessary tools & safety procedures for working on hot (live) LT & HT lines.
 - b. The bidder shall be responsible for providing all safety apparatus like gloves, pliers, safety belt etc. to the deployed manpower, as per the prescribed norms of Directorate of Electrical Safety.
 - c. Necessary training of safety procedures shall have to be imparted to the manpower by the contractor.
10. The bidder shall be required to ensure that each deployed personnel in a particular sub-station/ feeders is not a local person for that area. The Engineer in Charge shall have right to ask the contractor to replace or transfer deployed manpower without any reasons thereof.
11. Contractor will be required to take a Group insurance policy of its deployed manpower for at least 10.0 lacs per person from a IRDA recognized insurance company. In case of unfortunate death of a contractor's employee in any work related accident, immediate relief of Rs 10.0 lacs shall be released by the respective SE to the next of kin of deceased. The contractor shall have to deposit this amount in the concerned PVVNL account within 120 days or after getting the claim from the Insurance Company, whichever is earlier. Otherwise amount will be adjusted to bill of outsource agency as per UPPCL/PVVNL rules & regulation.
12. All rules and regulation of UPPCL and PVVNL shall be observed.

13. OTHER TERMS & CONDITIONS:

- (i) Work will be carried out in the direct supervision of concerned Superintending Engineer and he will be CEO for this purpose.
- (ii) It will be the responsibility of CEO concerned Superintending Engineer that entire work is done strictly as per norms of PVVNL and scope of work/ services specified in the tender specification, GCC, SCC, Form-A. Which shall be integral part of contract.
- (iii) Work shall be executed strictly as per tender specifications which shall be part of the contract and standard terms & conditions of UPPCL/ PVVNL.
- (iv) Profit Margin Prices of skilled/ Un-skilled Manpower for operation/ maintenance of 33/11 KV Substations and HT/ LT distributions lines at PVVNL shall remain firm during currency of the contract of two years from date of LOA which can further be extended in two tranches of one year after approval of the competent committee.
- (v) Addition/ Reduction in Skilled/ Un-skilled Manpower required for execution of this work can be availed within the variation allowed either way after getting approval from MD, PVVNL.
- (vi) The payment will be made by PVVNL (HQ), authorized by him as per actual deployment of labour measurement at sites, as per specification terms and conditions.
- (vii) CEO shall ensure work executed as per tender specifications ensuring validity of Class-A Electrical Contractor Certificate, timely EPF, ESIC, charges etc. submission to concerned authorities.

14. PVVNL's representative

- a. The PVVNL shall appoint an officer/ employee designated as the Controlling Officer/ Officer-in-charge who shall carry out the functions and obligations of the PVVNL under the Contract.
- b. The PVVNL may from time to time appoint any other person as the Controlling Officer/ Officer-in-charge in place of the person previously so appointed, and shall give a notice of the name of such other person to the Contractor without delay. The PVVNL shall take reasonable care to see that no such appointment is made at such a time or in such a manner as to impede the progress of works/ services. The Controlling Officer/ Officer-in-charge shall represent and act for the PVVNL at all times during the currency/ validity of the Contract.
- c. Any decision, instruction or approval given by the Controlling Officer/ Officer-in-charge of the PVVNL to shall be binding on the Contractor.
- d. All notices, instructions, orders, consents, certificates, approvals and all other communications under the Contract shall be given by the Controlling Officer/ Officer-in-charge.
- e. The Controlling Officer/ Officer-in-charge may authorize his representative(s) as site-in-charge for the works/services.

15. Contractor's Representative

- a. The Contractor shall employ at least one competent representative (name, address, telephone number, identity proof of the representative shall be communicated in writing to the Controlling Officer/ officer-in-charge by the Contractor) to supervise the works/ services at each Circle. The said representative, (or if more than one shall be employed, then one of such representatives), shall be present whenever required and should be approachable in person or on phone at time and location as specified by the PVVNL/ Service Recipient. Any written order or instruction which the Controlling Officer/ officer-in-charge or his duly authorised representative may give to the said representative of the Contractor shall be deemed to have been given to the Contractor.
- b. The Controlling Officer/ officer-in-charge shall be at liberty to object to the presence of any representative or person employed by the Contractor for execution of the Contract or otherwise at the site, who in his/ her opinion is found to have misconduct him-self/ her-self or be incompetent or negligent and the Contractor shall remove the person so objected to, upon receipt from the Controlling Officer/ officer-in-charge a notice in writing requiring him to do so and shall provide in his place a competent representative at the Contractor's risk and expense.

16. Bankruptcy/Insolvency of the Contractor

- a. If the contractor is imprisoned, becomes insolvent, compound with his creditors, has a receiving order made against him or carries on business under a receiver for the benefit of the creditor or any of them or being a partnership firm, become dissolved or being a corporation, goes into liquidation or is being wound up, not being a voluntary winding up for the purpose only of amalgamation or reconstruction, the PVVNL shall be at liberty:

To give such liquidated contractor or other person in whom, the Contract may become vested, the option thereof to award the Contract or a portion to any other contractor, thereof to be determined by the PVVNL subject to his/her providing an appropriate guarantee for the performance of such Contract.

17. Duty and Behavior of Contractor's Personnel

- a. The personnel deployed by the Contractor must always carry their Photo-ID cards.
- b. The personnel deployed by the Contractor shall maintain the decorum and obey the instructions of the officer-in-charge of the PVVNL for that particular work and place of duty. They must follow the procedures of duty, performance and stipulated time guideline for working hours as set by the officer-in-charge of the PVVNL from time to time.
- c. It shall be accepted as an inseparable part of the Contract that in matters regarding competency, efficiency, conduct and behaviour, the decision of the Officer-in-charge of the PVVNL shall be final and binding on the Contractor in all such matters.

18. Safety Provisions

- a. The Contractor shall arrange for the safety in its operation as prescribed by the PVVNL and all safety protective equipment's and tools are to be provided by the contractor. It is the responsibility of the Contractor to deal with any liability arising due to any injuries occurring to the Contractor's staff during performance of duty. The PVVNL would not be liable to pay any compensation to the injured employees of the Contractor under any circumstances.
- b. In case the Contractor fails to make such arrangement, the authorized officer/ staff of the PVVNL shall be entitled to recover the costs thereof from the Contractor. The failure to comply with the provisions of the Safety Rules and Regulations, if any, the Contractor shall without prejudice to any other liability pay to the PVVNL a penalty amount, as determined by the competitive authority of the PVVNL.

19. Checks and Supervision by the Contractor

- a. The Contractor shall ensure that its personnel perform their duties efficiently by exercising frequent surprise checks and by appointing sufficient supervisory staff as felt necessary by the PVVNL. In case it is found that any damage has occurred due to negligence, ignorance or not performing the duty by the personnel of the Contractor, all the losses so occurred to the PVVNL shall be recovered from the amounts payable to the Contractor and its security deposits or Contract Performance Guarantee.

20. Notices and Instructions

- a. The Contractor shall furnish the complete address of its permanent office and local office along with telephonic numbers, fax numbers, emails, etc. to the PVVNL. Any notice or instructions to be given to Contractor under the terms of the Contract shall be deemed to have been served on him if it has been sent at local office or to the address of the Contractor last notified by them or delivered to authorized signatory.

21. Health of the Personnel deployed

- a. All persons deployed by the Contractor shall be of sound physical and mental health and should not be under the influence of any drug or liquor during duty and have full knowledge and experience to competently complete the job assigned to them. In case it is found that any loss has occurred to the PVVNL's property/ interest due to deployment of such personnel, the same shall have to be replaced by the Contractor without any extra cost to the PVVNL.

22. Uniforms and other supplies

- a. The cost of uniform and other items required for due fulfilment of duties shall be borne by the Contractor. The PVVNL shall not pay any extra charges (or any out-of-pocket expense) to the Contractor against such items which are required for performing proper and efficient working.
- b. Each deputed person shall carry Photo-ID card issued by the Contractor at all times and in case of expiry of the card, the same shall be promptly renewed by the Contractor. Contractor will ensure timely issuance of the ID cards which will be valid throughout the period of Contract.

23. Removal/Replacement of Personnel deployed

- a. The personnel being deployed by the contractor shall ordinarily be continued and would not be changed without written intimation and consultation of Officer-in-charge of the PVVNL. If contractor at its initiative replaces the personnel without intimation and due consent of the PVVNL then a penalty of Rs.100/- per day per person may be charged to the Contractor from the date of change of deployed personnel till the date of intimation. In case, the contractor fails to provide the replacement of manpower on leave or absence, a penalty of Rs. 100 per day per personal shall be imposed.



- b. The Contractor shall share the list of all personnel deployed on field on actual basis at the start of the project. Further, the Contractor shall provide the list of all such personnel on a monthly basis to the PVVNL. Any change in the field personnel shall be immediately communicated to the PVVNL in addition to the monthly update.
- c. Upon the written directions of the Officer-in-charge of the PVVNL, the Contractor shall immediately remove from the works/ services any person or persons deployed thereon, who may in the opinion of the Officer-in-charge is incompetent or responsible for misconduct. In case the Contractor has any difference of opinion with Officer-in-charge of PVVNL in this regard, the matter shall be referred to Circle-in-charge whose decision shall be final and binding by the Contractor. Such persons shall not be employed again on the works without the written permission of the Officer-in-charge, or any other officer authorized for such purpose.
- d. All personnel engaged under this Contract by the Contractor shall be employees of Contractor. PVVNL shall not have any liability/responsibility to absorb the persons engaged by the Contractor and/or extend any type of recommendation, etc. for obtaining any job with the PVVNL or elsewhere.

24. Subletting

- a. The Contractor shall not sublet any activity or any part thereof under the Contract.

25. Force Majeure

- 25.1 Force Majeure means any event or circumstance or combination of events and circumstances including those stated below that wholly or partly prevents or unavoidably delays an affected party in the performance of its obligations under this Agreement, but only if and to the extent that such events or circumstances are not within the reasonable control, directly or indirectly, of the affected party and could not have been avoided if the affected party had taken reasonable care or complied with prudent utility practices.
- 25.2 Act of God, including, but not limited to lightning, drought, fire and explosion (to the extent originating from a source external to the site), earthquake, volcanic eruption, landslide, flood, cyclone, typhoon, tempest, tornado, mutiny, civil commutation, riot, terrorist attack, strike (subject to certification by Labour Commissioner), lock-out (subject to certification by Labour Commissioner), exceptionally adverse weather conditions which are in excess of the statistical measures for the last hundred (100) years, any act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, direct or indirect political events; or any event or circumstance of a nature analogous to any of the above.
- 25.3 A notification to this effect duly certified by statutory authorities shall be provided by the Contractor to the Discom. The authority as decided by the Discom (including committee, etc.) shall decide upon Force Majeure cases and the decision of such authority shall be final and binding on Contractor/Contractor.

26. Damage to Property and injury to personnel

- a. The Contractor shall indemnify and keep indemnified the PVVNL against all losses and claims for injuries or damage to any person or any property whatsoever which may arise out of or in consequence of the execution of the Contract and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect of or in relation thereto.
- b. The PVVNL shall not be liable for damage or compensation payable as per provision of law/act in respect or consequence of any accident or injury to any workmen or other person in the employment of the Contractor. The Contractor shall have to pay all claims, demands, proceedings costs, charges and expenses whatsoever in respect there of or in relation there to.
- c. In the event of any accident and/or injury, in respect of which compensation may become payable under the Workman's Compensation Act-VIII of 1923 including all amendments thereof, Authorized officer of PVVNL shall have full powers to retain out of any sums payable/becoming payable to the Contractor, any sum as may be deemed sufficient to meet such liability on receipt of award of compensation from the competent authority under the said act, and the same shall be adjusted from this amount. Any shortfall shall be recovered and any excesses shall be refunded. The opinion of the Authorized officer of PVVNL shall be final in regard to all matters arising under this clause.
- d. In case it is found that any theft or damage has occurred to the property or premises of the PVVNL due to negligence of personnel in performing their duty and/or absence from the place of duty and/or not providing substitute by the Contractor or any other reason, the cost of all such losses or damages as assessed by the PVVNL shall be recovered from the Contractor's monthly bill or from their Security Deposit/Contract Performance Guarantee or in any other manner as may deemed fit.
- e. In case any personnel of the Contractor is implicated in any law suit or is injured by any person or group of persons, agitating mob, etc. during the course of performing his/her duty/their duties for the PVVNL, it shall be the sole responsibility of the Contractor to defend its personnel in the court of law or to extend all medical and financial help, etc. without charging any cost to the PVVNL.
- f. The PVVNL shall be deemed to be indemnified by the Contractor for lapses or other mischief's etc. by its personnel
- g. Claims arising due to "any activity" shall be liable for adjustment from contract performance guarantee furnished by Contractor.

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27. Settlement of Disputes and Arbitration

- a. If any dispute or difference of any kind whatsoever arises between the PVVNL and the Contractor in connection with or arising out of the Contract, the parties will make every effort to resolve amicably such dispute or difference by mutual consultation. For this purpose, a committee may be constituted comprising representatives from both the parties. The committee shall be formed and convened by SE, Circle Office. After sixty (60) days from the date, the dispute is first brought to the notice of either party, if the parties have failed to resolve their dispute or difference by such mutual consultation, then the dispute shall be referred in writing by either party to initiate the Arbitration process.
- b. The arbitration proceedings shall be conducted in accordance with the arbitration law.
- c. The cost of the arbitration shall be equally shared by the PVVNL and the Contractor. The arbitration shall be conducted at the Headquarters of Arbitrator (Adhikaran) or Headquarters of PVVNL as may be applicable.
- d. Notwithstanding any disputes with reference to the Contract pending for arbitration, the Contractor shall continue to perform his obligations in accordance with the PVVNL's decision or instruction, and PVVNL shall also continue to perform his obligations under the Contract including payment of any undisputed monies due to the Contractor.

28. Jurisdiction

- a. Any dispute or difference, arising under, out of, or in connection with Tender/ Contract order shall be subject to exclusive jurisdiction at Hon'ble District Court Meerut / High Court Allahabad only.

29. Blacklisting

- a. In case(s) of severe default(s) by the Contractor (including but not limited to clause-20 of this section), the process of blacklisting or debarment of Contractor and recoveries, if any) thereof may be undertaken by the PVVNL if deemed necessary.

30. Necessary Compliances (applicable in accordance with Eligibility Criteria)

- a. The Contractor shall provide and be responsible for payment of wages, salaries, and other statutory privileges and facilities as applicable to its personnel as per relevant and applicable law/ rules/ regulations and orders of the Central/ State Government or local authorities or other authorities as are in force from time to time.
- b. The Contractor will ensure that all its employees are covered under Employee State Insurance (ESIC) Scheme and if in any circle/ district ESIC Dispensary/ Hospital is not located then Contractor needs to cover its employees under Workmen's Compensation Insurance Policy.
- c. All personnel engaged under this Contract by the Contractor shall be employees of Contractor. PVVNL shall not have any liability/ responsibility to absorb the persons engaged by the Contractor and/ or extend any type of recommendation, etc. for obtaining any job with the PVVNL or elsewhere.
- d. The Contractor shall at the time of execution of the Contract have PF code number obtained from authorities concerned under the Employee's Provident Fund and Miscellaneous Provisions Act, 1952 and remit contributions in respect of the employees employed by him to the PF office concerned every month or obtain the same within a month after the agreement for the concerned employees.
- e. The Contractor shall maintain all records/ registers as required to be maintained under various labour laws and other statutory laws in force and as amended from time to time, mentioned above and produce the same before the Statutory Authorities as well as the Authorities of the PVVNL as per the time period defined by the PVVNL.
- f. The Contractor shall also submit periodical reports on various labour laws such as Contract Labour (Registration & Abolition) Act-1970, Employees Provident Fund Act etc., under intimation to maintain the designation of the principal employer.
- g. The Contractor shall pay the Minimum Wages (as applicable) and other payments as notified by the Government from time to time to its employees. However, the PVVNL/ Service Recipient shall reimburse the Contractor to the extent of the amount of variation arising out of the revisions in minimum wages as specified by the Labour Commissioner of Uttar Pradesh (for highly-skilled, skilled, semi-skilled and unskilled manpower as applicable), and derived statutory obligations thereof provided the documentary evidence(s) is/ are produced by the Contractor making such payments to that extent only.
- h. The Contractor shall be responsible for payment of overtime wages to his workmen, if any, in case they are required to work beyond the prescribed hours under law. Contractor shall deploy adequate number of persons for execution of the Contract regulating their working hours and weekly off within the statutory limit.
- i. The contractor shall in the event of the workmen/ employee sustain any injury or disablement due to an accident or any other cause arising out of and in the course of his employment, provide necessary medical treatment and pay compensation, if any required under the employee compensation Act 2010 and other applicable law.
- j. If any of the persons engaged by the Contractor misbehaves with any officials of the PVVNL or its consumers or commits any misconduct in connection with the property of the PVVNL or suffers from any serious communicable diseases, the Contractor shall be liable to replace them immediately.
- k. The contractor shall ensure that necessary information regarding the person engaged by him is intimated to the concerned police station and a copy of the same shall be submitted to the concerned Officer-in-charge of the PVVNL.
- l. The Contractor should comply with all the applicable laws in force and effect for the time being, including being, registered under the various applicable labour laws.

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31. Taxes

- a. The Contractor shall be responsible for payment of all taxes duties statutory/local levies arising as as result of commercial transactions under this Contract such GST etc. PVVNL shall not be responsible for any tax related liability.
- b. During the Contract period, the Contractor shall deposit GST and other applicable taxes at prevailing rates as per Government of India guidelines including during extended period if any.
- c. If any tax exemptions, reductions, allowances, or privileges may be available to the Contractor, the PVVNL shall use its best endeavors to enable the Contractor to benefit from any such tax savings to the maximum allowable extent.
- d. The statutory deduction of taxes and duties at source, related to these works and services, shall be done by the PVVNL and tax deduction certificate shall be issued to the Contractor wherever applicable as per law.
- e. For the purpose of the Contract it is agreed that the Contract value shall include all taxes (including) but not limited to GST or any other similar tax/ duty/ Cess/ surcharge/ levy by whatever name called under applicable tax laws as on the last date of bid submission) for supplies to be made or services to be performed under the contracts in their quoted bid price. The PVVNL shall not be bear any separate liability over and above the contract price for payment of taxes.
- f. If any rates of Tax are increased or decreased, a new Tax is introduced, an existing Tax is abolished, or any change in interpretation or application of any Tax occurs in the course of the performance of Contract, which directly impacts tax liability of Contractor in performance of this Contract, an equitable adjustment of the Contract value shall be made to take into account any such change by addition to the Contract value or deduction there from, as the case may be.
- g. The contractor shall declare its GST registration number. Any liability arising out of GST implication shall be borne and responsibility of the PVVNL.

32. Termination of Contract

a. Events of default

Any of the following events shall constitute an "Event of Default". The occurrence of any "Event of Default" shall lead to consequences as brought out in Clause

- ii. If the Contractor fails to deliver services as per Scope of Work.
 - iii. If the Contractor unlawfully repudiates the Contract or has otherwise expressed an intention not to be bound by the contract.
 - iv. If the Contractor does not make timely payment of salaries to the deployed labour.
 - v. If the Contractor does not make the mandatory payments like EPF, ESIC and others liabilities if any.
 - vi. If it comes to the PVVNLs notice that the Contractor is indulged in forging documents and submitting forged documents of EPF Challan sheet, ESIC receipt of personnel deployed by it
 - vii. If the Contractor becomes bankrupt or insolvent, goes into liquidation.
 - viii. If the Contractor fails to make payment of any amount payable to the PVVNL, as and when the same becomes due.
 - ix. If the Contractor fails to provide, renew or replenish the payment security and / or contract performance guarantee.
 - x. If the Contractor fails to fullfil any of the directions or orders of the or comply with the requirement of the electricity laws or other laws in relation to bid area.
 - xi. If the Contractor has made any false or misleading representation or warranty.
 - xii. If the Contractor transfers, otherwise then pursuant to contract, any material or property of the PVVNL.
 - xiii. If the Contractor indulges in any malpractice or corrupt practice.
33. All Other Terms & Conditions of tender documents shall be integral part of agreement.

34. **Date of Work Start** :- The Work Start w.e.f 01.07.2025.

35. **LOI acceptance**:- You are requested to send acceptance of the offer within 7 days from the date of issue of letter of intent to the concerned CEO/ Superintending Engineer.

36. **The Agreement**:- Contract Agreement shall be signed between contractor and CEO/SE of concerned circle. You are therefore, requested to submit non judicial stamp papers of required value i.e. Rs. 100/- as per rules and execute the formal contract agreement within 15 days from the date of issue of letter of Intent along with performance security deposit. Performance security deposit @ 15% of per annum contract value has to be deposited in the form of Bank Guarantee on the standard format of specification, from Scheduled commercial bank excluding Cooperative bank and Regional Rural banks (of any Bank having Branch situated in the State of Uttar Pradesh) of India on a non judicial stamp paper of requisite amount duly pledged in favour of CEO of concerned circle of PVVNL valid for 24 months with a claim period of 6 months thereafter, at the time of executing contract agreement.

You are also requested to start the process of providing list of labour to be deployed as per scope of services of the specification to concerned CEO and other documents that is to be submitted immediately for approval.

In case you do not enter into an agreement completing all the formalities including deposition of proper performance security within stipulated period, it shall be presumed that you are not interested in this offer and action as per the terms shall be taken without further reference to you.

Kindly acknowledge the receipt of this letter.




(Mohd. Saghir)
Chief Engineer (HR&A)

No. /PVVNL/HR/GEM/2025/B/6031805

Dated:

Copy forwarded to the following for information and necessary actions:

1. Director (P&A)/ (Finance)/(Technical), PVVNL, Meerut.
2. Chief Engineer (MM) PVVNL, Meerut.
3. Chief Engineer (Dist.) Ghaziabad Zone-III, Ghaziabad.
4. SE, (Tech/Manpower), PVVNL, Meerut.
5. SE, Electricity Urban Distribution Circle-III, Ghaziabad.
6. EE (MM), PVVNL, Meerut.
7. Senior Personnel Officer, PVVNL, Meerut.



(Mohd. Saghir)

Chief Engineer (HR&A)