

# **BID DOCUMENT**

**Against Short Term Tender Specification No:  
73 /EUCC(V)/LESA/2013-2014**



## **ENGAGEMENT OF AGENCY**

**FOR**

**Online Electricity Bill Generation and Payment Collection  
Through RAPDRP Online Billing Counters**

**IN**

**LESA, MVVNL**

**Superintending Engineer  
EUCC(V)**

Lucknow Electricity Supply Administration  
Madhyanchal Vidyut Vitran Nigam Limited,  
Lesa Bhawan, Near Residency, Lucknow

**Last Date Of Submission: 26.9.2013 upto 14:00 hrs**

**Cost of Tender Document: Rs. 5675.00 (Plus Taxes)**

**Earnest Money: Rs. 5.0 Lac only**

**Online Electricity Bill Generation and Payment Collection through  
Online RAPDRP Billing Counters of LESA in Lucknow**

LESA/MVVNL invites sealed tenders from reputed companies in triplicate and in two separate technical & financial parts for carrying out Electricity Bill Generation on basis of trust reading reported by consumer/meter readers; Printing & providing already generated duplicate bills to consumers; Accepting their Payments tendered in cash/cheque/DD; Printing and providing Bill/Receipt to the consumers through Online RAPDRP Billing Counters situated at strategic locations in Lucknow city; reconciling the collected funds with system generated payment scrolls and remitting the funds to LESA's designated bank accounts with post remittance bank reconciliations of division-wise data on daily & monthly basis; by providing skilled manpower for manning the IT enabled billing counters & handling cash collection for consumers in specified distribution divisions of LESA so as to establish an efficient billing and revenue cycle.

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***Office of the Superintending Engineer  
Electricity Urban Construction Circle-V  
Lucknow Electric Supply Administration  
Madhyanchal Vidyut Vitran Nigam Limited  
Lesa Bhawan, Near Residency, Lucknow***

**SHORT TERM TENDER NOTICE 73/EUCC(V)/LESA/20013-14**

Sealed tenders are invited from reputed companies in triplicate and in two separate technical & financial parts for carrying out Electricity Bill Generation on basis of trust reading reported by consumer, Printing & providing already generated duplicate bills to consumers, Accepting their Payments tendered in cash/cheque/DD, Printing and providing Bill/Receipt to the consumers through Online RAPDRP Billing Counters situated at strategic locations in Lucknow city, reconciling the collected funds with system generated payment scrolls and remitting the funds to LESA's designated bank accounts with post remittance bank reconciliations of division-wise data on daily & monthly basis; by providing skilled manpower for manning the IT enabled billing counters & handling cash collection for all consumers in LESA so as to establish an efficient billing and revenue cycle.

*Part-I shall contain earnest money in the form of bank draft, pre-qualification details, technical terms, company details & experience and acceptance of general conditions.*

*Part-II shall contain the firm price bid only and it shall be opened for only such bidders who qualify their Part I of bid.*

Pre-Bid Conference	20.9.2013, 14:00 hrs
Last date and time for Submission of Bids	26.9.2013 upto 14:00 hrs
Date and Time of opening of Part –I	26.9.2013, 15:00 hrs
Date and Time of opening of Part –II	27.9.2013, 14:00 hrs

*In case of holiday on the due date submission/opening will be on next working date at same time.*

Tender Document fee	Rs. 5675 inclusive of taxes
Earnest Money	Rs. 5.0 Lac only

Tender documents may be obtained from the office of the undersigned on payment of tender fee as mentioned above in the form of cross demand draft only, payable to "Executive Engineer, EUCC(III), LESA, at Lucknow". The tenders may also be downloaded from the website of MVVNL: "[www.mvvnl.in](http://www.mvvnl.in)", in which case it is mandatory to submit the required tender fee to this office along with bid submission. Undersigned reserves the right to accept or reject any tender or part without assigning any reason thereof.

**Superintending Engineer  
EUCC (V), LESA**

**“Save Electricity in the interest of nation”**

# **INSTRUCTIONS TO BIDDERS**

## **1. PREPARATION OF TENDER**

Before submission of the tender, the Bidders are required to make themselves fully conversant with the Technical Specifications, Instruction to Bidders, Locations & Setup, General Requirement of Specification's including Schedules and General Conditions of Contract of Form 'A' as may be applicable, so that no ambiguity arises at a later date in respect.

Any inconsistency or ambiguity in the offers made by Bidders shall be interpreted to the maximum advantage of MVVNL and disadvantage to the Bidders. The Bidders shall have no right to question the interpretation to the Purchaser in all such cases and the same shall be binding on the Bidders.

The Bidders should be prepared and submitted strictly in accordance with the instruction contained in these specifications. The tender shall be complete in all respect. Tender must be submitted in the manner specified on the attached prescribed Schedule and/or copies thereof. To complete the proposal, the Bidders must fill in the tender form, Declaration, all Schedules & datasheet, annexed with the specification, item in accordance with the instructions and notes supplementary thereto and enclosed the set with each copy of the tender. The duly filled in & annexed sheets/schedules must be properly signed by authorized representative of the Bidder testifying the data submitted. In case the Bidders does not supply any of the required information at the time of tendering his bid is liable to be rejected as per the discretion of the Purchaser.

Purchaser may revise or amend the given terms specifications etc. prior to the date notified for opening of tenders. Such revision/amendment, if any, will be communicated to all prospective Bidders by uploading the same on MVVNL's website as amendment/addendum to the specification maintaining reasonable time schedule for preparation of tender by the Bidders.

Any portion of the terms and conditions as laid down in these specification which are not clear to the Bidders should be got clarified from the Purchaser upto the time of submission of the tender so that no ambiguity/confusion arises at a later date in this respect.

Bid submitted by Post/Registry/Telex / Fax / Email etc. shall not be accepted under any circumstances. All tenders must be submitted by hand in the office of SE, EUCC(V), LESA, MVVNL, on or before the last date & time of submission as specified in the notice.

Bidders, if so desires may authorize one representative for attending tender opening on his behalf. In such instance, the representative shall be required to submit the authorization certificate with his signature duly attested by the person signing tender on behalf of the Bidders. This certificate shall be submitted to the authority opening the tender. In absence of such certificate, no representative shall be allowed to participate in tender opening.

## **2. PRE-QUALIFYING CONDITIONS:**

The bidder for consideration of his bid shall have to necessarily fulfill the following pre-qualifying conditions:

- (i) The bids may be submitted only by an individual firm and no consortium shall be allowed.
- (ii) The bidder should have successfully executed at least one citizen centric project/ IT enabled services in the past 5 years, involving collection of revenue of a govt./ public sector organization, having project value of at least Rs. 1.0 Crore.
- (iii) The bidder should have an average turn-over of Rs 5.0 crore per annum as per the audited balance sheets of last three financial years. The bidder must submit their audited balance sheets of past 3 financial years for purpose of assessing their turnover.
- (iv) The Bidder must have experience & capability of arranging minimum 100 nos. skilled manpower by themselves in similar executed projects. The bidder may enclose the copy of ESI/EAR challan for the years 2010-11, 2011-12 and 2012-13 in support of the above.
- (v) The bidder must submit full details of their financial strength, organizational competence and infrastructure available to the bidder for handling the project.

The qualifications will be assessed upon entire minimum criteria regarding the bidder's general & particular experience, capabilities, infrastructure & financial position. The bidder shall submit his full details in the proforma detailed in this bid document with Part-I of the bid covering letter. Along with the necessary qualifying details the prime bidder shall also submit the following documents:

- (i) Power of Attorney/Board resolution in favor of signatory of the bid.
- (ii) The bidder must demonstrate that he has access to the required lines of credit or other financial means (in addition to his commitment to other ventures) sufficient to meet the cash flows needed for supporting the work in this tender.
- (iii) Information about the proposed methodology to be used and timeframes for undertaking the various activities so as to demonstrate their experience, skill and understanding of the job.
- (iv) Earnest money in the form of FDR /TDR / BG in favor of "Executive Engineer, EUCD (III), LESA, Lucknow" payable at Lucknow.

## **3. TENDER PARTICULARS**

Tender Fee	Rs. 5675/- inclusive of Taxes
Earnest Money	Rs. 5.0 Lac only
Performance Security Deposit	Rs. 1.5 Crore only
Pre-Bid Conference	20.9.2013, 14:00 hrs

Last date and time for Submission of Bids	26.9.2013 upto 14:00 hrs
Date and Time of opening of Part –I	26.9.2013, 15:00 hrs
Date and Time of opening of Part –I	27.9.2013, 14:00 hrs

#### **4. SUBMISSION OF TENDER**

The Bidders shall submit his tender in triplicate in two separate parts. Each part shall be kept in double covers, inner ones being sealed. All envelopes must also show on the outside the name of bidder and his address.

##### **I) TENDER BID PART-I**

This part shall contain the earnest money and a confirmation of validity of offer for 180 days. This part shall also contain Technical & Commercial particulars and other Terms & Conditions except prices. The cover of this part shall be super-scribed Tender Bid Part-I (Earnest Money, Validity, Technical and Commercial Bid) against Tender Specification No as given.

##### **II) TENDER BID PART-II**

This part shall contain prices and financial incidence of deviations only and the cover shall be super-scribed “Tender Bid Part-II (Price Bid)” against Tender Specification No as given. The envelopes of both the parts shall be kept in another envelope which shall also be sealed and super-scribed on Top as under:

“Tender for ..... against Tender Specification No: ... due for opening on .....

- i. Tender bid Part-I (Technical Bid) of only those bidders will be opened who fully qualify the pre-qualifying conditions;
- ii. Tender bid Part-II (Price Bid) of only those bidders will be opened whose PART I is found complete with respect to all required documents.
- iii. In case tenders are not submitted in Separate parts and super-scribed as above, the same shall not be considered.
- iv. The tenders of those firms who do not purchase tender specifications shall not be considered.

##### **TENDER BID PART-I (Earnest Money, Validity, Technical & other terms):**

The Bidder is required to deposit earnest money as specified in the tender notice for full tendered quantity. Earnest money of inadequate value shall not be accepted. In case any Bidders deposits earnest money of a lesser amount, his offer shall not be considered. There shall be no exemption from earnest money, even if the Bidders is registered with DGS&D, Store Purchase Section of UP or UP Small Scale Industries. The earnest money shall be accepted in any of the following forms only:

Demand Draft of any schedule bank payable at Lucknow, or FDR or CDR pledged / drawn in favour of " Executive Engineer, EUCD (III), Lesa, Lucknow " payable at

Lucknow *OR* Bank Guarantee from a schedule Bank in India, executed on a non-judicial stamp, paper of requisite value (at present Rs. 100/- as per U.P. Stamps Act STRICTLY on the specified proforma appended (only applicable when amount of earnest money exceeds Rs. 5000/-). The validity of the Bank Guarantee would not be less than 180 days from the date of tender opening proforma of a Bank Guarantee plus claim period of 6 months. Any deviation or addition/deletion from the text of the specified proforma of a Bank Guarantee/inadequate Value of stamp paper shall render the Bank Guarantee invalid for the purpose of opening of tender Bid Part-II.

Offers without proper earnest money and/or a letter confirming the validity for 180 days shall not be considered under any circumstances. The earnest money of unsuccessful bidders shall be refunded after award is finalized. The earnest money of successful Bidders shall however be retained till such time as he deposits security amount.

Beside Earnest Money & Validity of offer, this Bid shall also contain all Technical, Commercial and other terms and conditions. The following documents duly filled in, must also accompany the Tender Bid Part-I.

- |     |                                   |  |
|-----|-----------------------------------|--|
| 1.  | Schedule-A                        | Tender Form  |
| 2.  | Schedule-B                        | Documents regarding pre-qualification details of the Bidder including financial details of bidder. |
| 3.  | Schedule-C                        | Declaration  |
| 4.  | Schedule-E                        | General Particulars  |
| 5.  | Schedule-G                        | Schedule of deviation from Technical Specification.  |
| 6.  | Schedule-H                        | Schedule of deviation from Instruction to Bidder   |
| 7.  | Schedule-I                        | Schedule of deviation from General Requirement of specifications.                                  |
| 8.  | Schedule-J                        | Schedule of deviation from General Conditions of Contract, Form B.                                 |
| 9.  | Schedule-M<br>of tendering firm.  | Statement giving details of Proprietorship/partnership   |
| 10. | Income Tax clearance certificate. |  |

**NOTE:** No prices are to be indicated in any form in any of the above schedules for any item in Tender Bid Part-I whatsoever.

### **TENDER BID PART-II (Prices)**

The following documents, duly filed in, must be submitted in Part-II Bid:

Schedule - P1: Summary Bid Price Schedule (enclosed)

Schedule - P2: Financial incidence of Deviations

## **PROCEDURE FOR OPENING AND PROCESSING OF TENDERS**

Part – I: ‘Earnest Money’, Validity & ‘Technical / Commercial pre-qualifying conditions of the offer shall be publicly opened first on the due date as specified / notified. Part-I of the tenders accompanied with the required earnest money & validity shall be scrutinized and processed in this office to ensure whether the same are conforming to the technical requirements of the specification. Queries as raised by the purchaser on the technical matters as may be necessary shall be referred to the Bidders to give them chance to clarify only technical details furnished or any wanting information, in order to ensure whether the Bidders can supply the equipment strictly in accordance with the technical specification. Such queries when raised from this office should be replied in triplicate within the time stipulated from the date of dispatch of such letters from this office failing which; tenders shall be finalized on the basis of the information as may be available. It shall be, therefore in the best interest of the Bidders to give complete and comprehensive technical particulars/description and details of the equipment offered by them confirming to the technical requirement. However, in case, it becomes necessary for the Bidders to make any addition or subtractions in their original price as listed in Part-II of the tender on account of technical clarifications on deviations etc. against the queries raised by the purchaser to bring the equipment in line with the requirement of the specifications, such adjustment should be sent separately along with the technical clarifications in sealed cover. Envelope containing prices of such adjustment should be marked as ‘Supplementary Price Bid’ against Short Term Tender Specification No: 73 /EUCC(V)/LESA/2013-2014, which shall be opened along with main price bid Part-II. Bidders are specifically requested to ensure that corresponding price details of the equipment should be sent in separate sealed cover in the same envelope containing technical details otherwise such tenders are liable to be summarily rejected without assigning any reason. After the Scrutiny of technical and commercial terms and conditions, the price part shall be opened.

Any action on the part of the Bidders to revise the price / prices and / or change the structure of price(s) at his own instance after the opening of the tender may result in rejection of the tender and/or debarring the Bidders from participation in purchase by the MVVNL one year in the first instance. In such cases, earnest money submitted in Part-I shall also be forfeited.

Bidders shall ensure to put initials on each and every page of the tender. Last page of each document forming part of the tender shall bear full signatures under official seal, fully disclosing the name, designation and relationship with the firm to the signatory. In case of partnership concern, the tender may be signed by all the partner of the firm or one of them holding power of attorney (copy of the power of attorney of the signatory of bid shall be submitted with the bid). In case of corporation / company, tender may be signed either by the president or secretary of such authority to be furnished along with the offer) besides this, the Bidders shall ensure to furnish the following information.

- i) Name, designation, profession with postal address of all the partners. Directors and other persons authorized to conduct business in respect of this tender.
- ii) Postal addressed of the firms works, Regd. And Head offices, Sales office and Local office etc.
- iii) Names and postal address of their authorized local representative/Liason officers.



## **5. VALIDITY**

The Bids shall be valid for a period of 180 days from the date of opening. Tenders with lesser validity are liable to be rejected. The Engineer of the contract may request for suitable extension.

## **6. EVALUATION OF TENDER**

In comparing Tenders and in making awards, the Purchaser may consider such factors as compliance with specifications relative quality and adaptability of suppliers and services experience, record of integrity in dealing, ability to furnish repairs and maintenance services, the time of delivery, capability to perform and available facilities such as adequate shops, plant equipment, technical organization etc.

The bid shall be evaluated on the basis of the lump sum price quoted for the complete scope of work covered in the package.

The Bidder shall necessary quote all price components as may be necessary for justification of his overall quoted price including cost of consumables, labour wages, establishment cost, fidelity and other insurance charges, security, housekeeping costs etc. in the relevant schedules of the bid. Bids for incomplete scope of work shall be rejected by the owner.

Any rebate/discount Linked with quantity, terms of payment, any other conditions shall not be considered for the purpose of evaluation and comparison of such offer vis-à-vis others. However, the same may be availed while placing orders with such successful Bidders. Where slab rates are quoted, each slab will be treated as separate offer.

Loading on account as may be deemed necessary in the opinion of the purchaser to bring the various offers at par each for comparison purpose may be done at the discretion of the purchaser

## **7. AWARD OF CONTRACT**

The purchaser is not bound to accept the lowest priced or any other tender and may reject any or all the tenders without assigning reason.

The successful Bidders, shall have to enter into a contract agreement with the Purchaser as per General Conditions of Form-A and other Conditions attached with the tender specification.

For signing the contract a duly authorized representative of the successful Bidders shall be intent, failing which it shall be considered that he is not interested in accepting the offer and actions as deemed fit shall be taken by purchaser without making any further correspondence with successful Bidders.

## **8. CLARIFICATION ON BID DOCUMENTS**

The prospective bidders may obtain any clarification regarding the bid document by writing to:

**Superintending Engineer**  
EUCC(V)  
Lucknow Electricity Supply Administration  
Madhyanchal Vidyut Vitran Nigam Limited,  
Lesa Bhawan, Near Residency, Lucknow

Clarification given in reply to any of the prospective bidders shall be addressed to all the agencies that have purchased the bid documents.

The bidder is advised in his own interest, to examine the bid documents' instruction forms, terms and general information. Failure to submit information, which is essential to evaluate an applicant's bid or submission of bid not substantially responsive to the bid document, may result in disqualification of the bid.

Pre-bid conference(s) shall be held for obtaining views of prospective bidders at which the bidders may ask for clarification on the requirements of the bid.

## **9. PRICE STRUCTURE**

The bidder shall quote a lump sum ***Per Transaction Rate*** for the entire scope of work covered under the General & Technical Specifications of the bid. The bidder shall also furnish break-up of the prices, in the appropriate schedules, to facilitate rate analysis.

Rates quoted shall be inclusive of all statutory taxes and levies as applicable, excepting Service tax which shall be payable separately as per actual. As regards the Income Tax, surcharge on Income Tax if applicable and other corporate taxes, the Bidder shall be responsible for such payment to the concerned authorities.

**Transaction:** Each payment collected & registered by bidders counter operator through the Online Billing counter and thereafter remitted to LESA's Bank accounts shall be treated as a valid Transaction and shall be liable for payment. Verification of such transactions for each month shall be done on the basis of system generated Counter wise payment scrolls which are generated on a daily/monthly basis.

The rates quoted shall have appropriate loading for all the works enumerated in the bidder's scope of work & technical specifications of the bid viz. cost of providing skilled manpower for manning the billing counters/handling cash, cost of preprinted stationary, printer consumables viz. *ink/ cartridge, ribbon excluding printer head*, cost of cash & infrastructure security and other miscellaneous provisions in the scope of work. All works specified in the Technical Specifications or on other pages of this bid document shall be deemed included within the Per transaction prices quoted by bidder and no additional payment shall be made for any such work as may be required for smooth operation of the billing counters.

The per transaction rates shall be firm price basis and no price adjustment, whatsoever, on account of variation of input materials/ manpower cost or due to change in the rate / applicability of taxes/ duties/ levies shall be applicable during the currency of the contract.

## **10. CONTRACT PERFORMANCE SECURITY**

As a Contract Performance Security, the successful Bidder, to whom the work is awarded, shall be required to furnish a Bank Guarantee (BG) from a Public Sector Indian Bank, in the specified format in favour of " Executive Engineer, EUCD (III), LESA, Lucknow " payable at Lucknow.

The Amount of Security Deposit has been fixed at Rs. 1.5 Crore only, which on basis of the current collection pattern in LESA, is equivalent to the collection amounts that will be held-in-hand by the bidder before remitting the same to the bank in stipulated time each day. This security deposit amount shall be reviewable by LESA/MVVNL on a 6 monthly basis in respect to a future increase in consumer/collection figures during the currency of the contract.

The Security Deposit Bank Guarantee shall remain valid for the complete period of contract extendable for a further period of 6 months, and shall be released to the contractor without any interest, six months after the faithful completion of contract, after obtaining no dues certificate from the concerned engineer-of-contract.

The earnest money deposit of the Contractor shall be released to him upon submission of the Security Deposit by the Contractor and its acceptance by the Owner.

100% payment against monthly running bills shall be made only upon due submission of performance security, in the absence of which an amount equal to 10% of the value of work shall be retained from each running bill against performance security.

The Performance Security shall cover the following additional guarantees to the Owner:

- a) The successful Bidder further guarantees that the work under the scope shall be carried out faithfully & correctly and any losses to the purchaser on account of carelessness and/or wrong practice by agencies workmen/ embezzlement or loss of funds by agencies representatives may be covered by this security amount which may be invoked to recover losses if any due to agency's fault.
- b) Although the Contract Performance Security is intended to guarantee & secure the faithful the performance of the entire contract, it shall however not be construed as limiting the damages stipulated in other clauses in the agreement.

## **11. INCOME AND SALES TAX CLEARANCE CERTIFICATE**

The Bidders shall furnish with the tender, Income Tax, and Sales Tax clearance certificate to current as well of the preceding year form the competent authority. Alternatively, Bidders shall give valid reasons for his inability to finish such a certificate. The Purchaser reserves the rights to reject any tender if income tax/sales tax clearance certificates are not furnished or the reasons for the Bidders's inability to furnish such certificates are not given in the tender.

## **12. AMENDMENTS TO BID DOCUMENT**

At any time prior to the last date for submission of bid as well as designated date for opening of Part-II price bid, MVVNL may for any reason, whether of its own or by way of clarification given at the request of prospective bidder, modify the bid document by issue of amendment which shall form part of it. The amendment(s) shall be uploaded onto the MVVNL website as amendment/corrigendum to the already uploaded Tender. Suitable extension to the due date, if considered necessary will be allowed to afford reasonable time to take into account, such amendments.

## **13. DEVIATION FROM BID DOCUMENTS**

No deviations from any clause of this bid document shall be allowed.

## **14. GENERAL**

In case of ambiguous or contradictory terms and conditions mentioned in the bid, interpretations as made by MVVNL shall be final and binding on all parties.

1. MVVNL will not be responsible for any cost or expenses incurred by the bidder in preparation & delivery of bids.
2. MVVNL reserves the right to amend the nature or scope of the proposed contract, reject or accept any bid, cancel the bid process or/and reject all applications.
3. MVVNL shall neither be liable for any action nor be under any obligation to inform the bidders of the grounds for any of its actions.
4. For all purposes the General Condition of Contract Form "A" of UPPCL (MVVNL) shall be applicable to this tender.

## **GENERAL SPECIFICATIONS OF WORK**

### **INTRODUCTION**

This section describes the terms and conditions under which the agency is to carry out the Online Electricity Bill Generation and Payment Collection through RAPDRP Online Billing Counters of LESA in Lucknow city through the IT enabled billing & collection infrastructure provided by MVVNL/LESA.

### **TERM OF CONTRACT**

The term shall be initially for a period of 1 year and may be extended on yearly basis for another two years period based on review of successful performance in work by LESA/MVVNL. The date of commencement of activities would be reckoned from the first day of the month subsequent to the date of award of the contract.

### **PROFILE OF THE EXISTING SYSTEM**

#### **Area & Quantum Of Consumers:**

The area of activity covered under scope of this project is the Urban distribution network of LESA in Lucknow city, presently comprising of the 23 urban distribution divisions under LESA.

LESA has a 6.5 Lac consumer base whose billing & collection is already in force through existing 54 Online RAPDRP Online Billing Centers situated at strategic locations in Lucknow with an average of 2 Counters per center each running in double shifts. The consumer base is expected to increase in ensuing years by addition of new consumers and accordingly more billing counters shall be setup.

In the scope of this tender, the bidder shall be awarded the work of monthly billing & collection of approximately 1.5 Lac consumers in 10 divisions of LESA.

Presently the consumer turn up for payment is appx. 65% and is continuously being boosted by efforts of LESA/MVVNL officers and by strengthening of IT structure and billing processes under RAPDRP.

The total minimum no. of transactions available to the bidder at the start shall be 1.0 Lac per month although the actual turnout may differ from site to site depending upon location of the centers. This quantity may vary by -25 to + 50%.

Brief description of the geographical area covered is as follows

<b>Particulars</b>	<b>Total Area</b>	<b>In Scope of this Bid</b>
Geographical Area	Within 360 Sq Km	Within 360 Sq Km
Total No of Consumers	6,32,000	1,50,037
Total Circles	5	5

Total Divisions	23	10
Total Billing Centers	54	30
Total Counters ( <i>Open 8am-8pm in 2 shifts</i> )	115	55

**Specified Consumer Categories** Consumer categories for whom billing & collection activities specified in this tender are to be carried out include all domestic, non-domestic, commercial, industrial and other category of consumers having loads upto 10 kW only. Any and all changes to these categories done in the future by UPERC shall automatically pass through to the scope of activities as in this tender document and in the Agreement.

## **DEFINITIONS**

The following words and expression shall have the meaning hereby assigned to them, except where the context otherwise so requires.

**"Agency"** shall mean the Firm / Company or organization whose bid has been accepted by LESA and Agreement entered into with and includes his legal representative(s) or successor(s).

**"Agreement"** shall mean the Agreement entered into between the Employer and the agency setting out the terms and conditions for the work of Online billing & collection.

**"Area" or "Specified Area"** shall mean the proposed area of activities as mentioned in above.

**"Consumer"** shall mean consumers whose premises are receiving electric supply from LESA's power system and having their basic & billing details registered in the centralized database of UP-RAPDRP Online Billing System.

**"Specified Consumers"** shall mean consumers of LESA whose input data is given to the agencies for carrying out the survey.

**"UPERC"** shall mean Uttar Pradesh Electricity Regulatory Authority.

**"MVVNL"** shall mean Madhyanchal Vidyut Vitran Nigam Limited having its registered office at 4-A, Gokhley Marg, Lucknow.

**"LESA"** shall mean Lucknow Electric Supply Administration having its office at 4-A, Gokhley Marg, Lucknow.

**"Tender or Bid"** shall mean this all documents & information therein contained in this here tender document.

**"Bidder"** shall mean the firm submitting their competitive proposal for this bid.

Word(s) imparting singular shall also include plural and vice versa if the context so requires.

## **VARIATION IN QUANTITY OF MATERIAL/EQUIPMENT**

The required quantity for performing the activities indicated under scope of this tender can vary to the extent of - 25% to +50% in terms of number of consumers to be billed and  $\pm$  50% in terms of number of Billing Counters.

## **RULES AND REGULATIONS**

- i) The job shall be carried out as per the rules, regulations and other procedures, applicable for different categories of consumers as prevailing in MVVNL and which shall be made available to the Agency before commencement of work. These regulations may be modified by UPPCL/MVVNL/LESA or UPERC which shall be intimated to the Agency from time to time.
- ii) The agency may suggest amendments if any to the prescribed procedures to improve the system & performance.
- iii) The agency shall follow the labor laws & regulations and also the provisions of other laws and directives and regulations of Government and other authorities and comply with any other relevant legislation in force during the currency of contract.

## **TERMS OF PAYMENT**

- i) Payments shall be due to the bidder for each month's billing & collection activities on the basis of the quoted per transaction rates as per Price Schedule (*Schedule I*) of this bid, in accordance to which the successful bidder shall raise their running bills every month. No extra charges other than that quoted in the price schedule shall be considered for payment.
- ii) After completion of each month's activity, the successful bidder shall submit their consolidated bills alongwith a summary of division-wise reconciliation of transactions, payment scrolls and bank remittance certificates for verification by engineer-of-contract.
- iii) The bills shall be processed only after due verification of monthly transactions on basis of Server reports and verification of timely bank remittance of funds on basis of Bank Statements. Decision for processing of payments and/or applicability of penal clause or with-holding of payments shall be taken by the engineer-of-contract on basis verifications carried out as above.
- iv) LESA/MVVNL shall make their best efforts to release all payments due to the successful bidder within 30 days from the date of submission of bills by the firm.

## **PENALTY**

Penalty shall be imposed upon the bidder for delay & negligence in performance of activities as per following terms:

- i) A penalty @ 18% annual bank interest rates shall be applicable on pro-rata basis for the total no. of days of delay in remitting the collected funds to LESA's bank account beyond the time allowed in technical specification of the bid.
- ii) An appropriate penalty shall be imposed upon bidder for the total no. of hours of delay in opening the counters or early closure of same as per scheduled times as laid down by LESA/MVVNL based on time-stamped login report of operators.

## **INSURANCE**

- i) The bidder shall obtain fidelity insurance of all his operators who shall be handling cash on his behalf at the billing counters in shifts.

- ii) The bidder shall provide Insurance for Cash collected at counters & for cash in transit to banks for all cash collected daily, the Cash hereby including DD/Cheque/treasury cheque /Cash or any other permitted payment instrument.
- iii) The bidder shall be liable to make good any shortfall in cash collected if found so at the time of cash reconciliation with daily payment reports from the Server.

### **LOCAL CONDITIONS**

It will be imperative on each bidder to fully inform himself of all local conditions and factors which may have any effect on the execution of the Contract covered under these documents and specifications. The owner shall not entertain any request for clarifications from the bidders, regarding such local conditions.

It must be understood and agreed that such factors have properly been investigated before submitting the proposals. No claim for financial adjustment to the Contract awarded under these specifications and documents will be entertained by the Owner. Neither any change in the time schedule of the Contract nor any financial adjustments arising thereof shall be permitted by the Owner, which are based on the lack of such clear information or its effects on the cost of the Works to the Bidder.

### **WORK SCHEDULE**

The basic consideration and the essence of the Contract shall be strict adherence to the time schedule for performing the specified Works.

Time schedule herein shall apply to the time of Opening & closing of Billing counters and shift handover time, and the time taken to remit the collected funds to LESA's designated bank accounts, as stipulated in Technical Specifications of this Bid.

The Owner reserves the right to make changes in the work Schedule before award of the contract to the successful Bidder, to extent that it does not change the overall project cost more than  $\pm 10\%$ .

### **MAINTENANCE OF FACILITIES AND PERSONNEL**

The bidder shall provide and maintain an office at a mutually agreed location with staff in adequate number and of adequate competence, which shall remain open at all reasonable hours to receive communications.

The bidder shall maintain supervisory and other personnel for efficient management of activities and quick redressal of complaints and problems at each billing center.

The bidder shall submit complete counter-wise details of operators deployed by them at each billing counter in each shift, along with name, address and police verification of the concerned operator hired by them.

Every counter operator will have proper ID cards authorized by engineer-of-contract which are to be worn by a string around collar at all times.



Every operator shall be allotted a unique User-ID and Password from LESA/MVVNL's Server center which shall permit him to login into LESA's billing & collection windows and perform activities for which he shall be authorized. The bidder shall maintain strict record of posting schedule of all its operators and shall intimate LESA regarding any change of counter staff on most immediate basis to ensure security of system.

### **SAFETY OF SYSTEM**

- i) The billing centers shall be handed over to the successful bidder along with fully installed IT infrastructure including computers, printers, UPS, LAN, routers, switches with installed software. The bidder shall be fully responsible for safe & secure operation of equipment and infrastructure provided to him.
- ii) The bidder shall be fully responsible for secure use of User ID's allotted to his operators and the individual passwords to be used by them.
- iii) The bidder shall be fully responsible for security of collected cash, both at the center and in transit to the bank. The bidder shall be additionally be responsible for security of billing center and its installed infrastructure.
- iv) The bidder shall be also fully responsible for maintaining security and confidentiality of all data, documents and shall make good to MVVNL any loss suffered by it due to default of the agency in this respect and the limit of claims in this regards shall not be bound by the cost of the project.

### **AGENCY'S RIGHTS**

The agency will be given rights to operate in the Area during the Agreement period as an agent of LESA/MVVNL, which shall cease to exist on completion of the said period or on termination of the contract.

### **CONDUCT OF AGENCY'S STAFF**

- i) The agency will be responsible for the integrity of the person deployed in the field. The details of persons visiting the consumer premises should be made available with the concerned Executive Engineer, MVVNL.
- ii) In an event where an employee or any person deputed by the agency is found by MVVNL to be involved in pursuing any illegal or unethical activity that may result in any kind of loss to MVVNL, the contract with the agency may be terminated after giving a notice of one month (30 days) and the performance security amount will be forfeited. Apart from the performance security amount the agency will also have to pay the revenue lost by MVVNL due to direct or indirect outcomes of such action(s). The amount of revenue loss will be ascertained by MVVNL & it will be binding on agency.
- iii) If any of the Agency's employees shall, in the opinion of MVVNL be guilty of any misconduct or incompetence or negligence, then if so directed by MVVNL, the company shall at once remove such employee and replace him by a qualified and competent substitute.

## **ASSIGNMENT**

Neither party may assign or transfer any of its rights and obligations under the Agreement to any other agency or person without the other party's consent.

## **CONTRACT AGREEMENT & TERMINATION**

- i) The agency will have to enter into an Agreement with MVVNL for setting out all terms and conditions as mentioned in this complete bid document. The Agreement shall set out specific events of default that will entitle the other party to terminate the Agreement. The party committing an event of default, which is capable of being remedied, will be a reasonable opportunity to remedy the default.
- ii) The agreement can be terminated by either party by giving a notice of 30 days. These terms shall be included in the agreement.
- iii) The agency shall be liable to pay any claims, demands, cost and expenses whatsoever which may be made against it, because of failure of the agency or its representative in the performance of their duties and negligence on account of any accident or injury or any form of default to any person, consumer and/or a person employed by the Agency or their dependants and/or the agency shall indemnify MVVNL against all such claims.

## **FALL BACK ARRANGEMENT**

In the event of failure of the bidder in due performance of the activities described in scope of work of this Agreement within the time schedules agreed upon by the bidder and LESA/MVVNL or as deemed necessary for the satisfactory performance of the system, then MVVNL/LESA shall have the right, at any time to opt for a fall back arrangement and LESA, after serving the bidder a 7 days notice as provided for in the Clause no. 13 of FORM 'A', may take charge of all facilities and systems whether in operation or under execution and can recover from the performance security deposit the losses suffered due to such failure. If the security deposit is insufficient, then the bidder shall pay the difference to LESA failing which LESA shall have right in such circumstances to manage the system itself after taking the charge of the facilities as above or through any other agency as it may deem fit and no claims of the bidder for compensation in this respect shall be entertained.

## **GOVERNING LAWS AND JURISDICTION**

The agreement shall be governed by the Indian Law. Only appropriate courts under the Jurisdiction of Hon'ble Allahabad High Court shall have exclusive Jurisdiction to deal with any matter arising out of the relating to the Agreement or otherwise.

## **ARBITRATION**

All disputes or differences whatsoever arising between the parties out of or relating to the construction meaning, scope operation or effect of the bid or validity or the breach agreement thereof shall be settled in accordance with the rules of Arbitration and Conciliation Act 1996 and the award made in pursuance thereof shall be binding on the parties. The Arbitral Tribunal shall consist of three arbitrators. Each party shall appoint one arbitrator and both the arbitrators shall appoint the presiding arbitrator with mutual

consent. The award of the arbitral Tribunal shall be final & binding on the parties. The venue of the arbitration shall be Lucknow and the proceeding shall be carried out in English.

### **FORCE MAJURE DEFINITION**

Force Majure means any of the following events or circumstances if such events or circumstances are beyond the reasonable direct or indirect control and without the fault or negligence of the party claiming Force Majure and which results in such party's liability, notwithstanding its reasonable best efforts, to perform its obligation in whole or in part in the area of work assigned to it as per the Agreement.

- i) Strike lockouts or other industrial disputes or disturbances.
- ii) Act of foreign enemy, war (whether declared or undeclared) revolution, civil commotion, terrorist Act, blockage, insurrection or events such as arson, disturbance of public order, sabotage, explosion and Act of vandalism.
- iii) Lightning storm, typhoon, flood, torrential rain, tidal wave, earthquake, landslide, epidemic or similar cataclysmic events.
- iv) Any legislation, law, directive, regulation, rule decree, order, restraint or other action (including expropriation or compulsory acquisition) by a Public Sector entity or other governments and all supra-national, national or local agencies, authorised departments, ministries and officials.

**Note:** Financial inability to perform or changes in market conditions shall not constitute an event of Force Majure.

### **EFFECT OF FORCE MAJURE**

In the event either party is rendered unable by reason of an event of Force Majure in effect after the date thereof to perform wholly or in part, any allegation imposed upon it, then upon such party's giving prompt notice the obligation of such party shall be suspended or excused to the extent affected by such event of Force Majure.

Time for performance of the relative obligations suspended by the Force Majure shall then be extended by the period of delay which is directly caused by the event of Force Majure. The party giving such notice shall be excused from timely performance of its obligations for so long, as the relevant event of Force Majure continues and to the extent that such party's performance is prevented, hindered or delayed, provided the party affected by the Force Majure, makes due efforts to negate the effect thereof to fulfill its obligations.

# TECHNICAL SPECIFICATIONS

## SCOPE

Provision of skilled manpower for manning the IT enabled & networked counters & handling cash collection through the RAPDRP Online Billing Centers situated at strategic locations in Lucknow city for

- A. Generating electricity bill on basis of trust reading reported by consumer and printing & providing already generated duplicate bills to consumers ;
- B. Accepting their payments tendered in cash/cheque/DD, printing and providing bill/receipt to the consumers ;
- C. Reconciling the collected funds with system generated payment scrolls and remitting the funds to LESA's designated bank accounts with post remittance bank reconciliations of division-wise data on daily & monthly basis.

## DETAILED SCOPE OF WORK

### **i) Provision of Manpower :**

- i. The bidder shall deploy appropriate no. of skilled computer operators to man LESA's billing counters which shall be handed over to him for purpose of billing & collection.

The bidder shall be handed 30 running centers in phased manner. The bidder shall establish work through an average of two counters at each center, with each counter running in double shifts, morning & evening.

However the actual required number of counters at each center shall be fixed/ approved by LESA/ MVVNL on the basis of varying area wise requirements of consumer turn-up in Lucknow and may vary from location to location.

The required deployment of manpower for the billing counters shall be as below:

$$\text{No. of computer operators} = n * 1.5 * 1.25$$

Where **n** is the no. of billing counters considering an average of 1.5 shift for each counter depending on consumer turnout and considering 25% reserve manpower. The bidder will be required to plan his manpower accordingly.

- ii. Further the bidder shall be required to depute one supervisor per every 3 billing center who shall monitor the work, address the complaints of consumers/ operators, liaison with RAPDRP data center & technical & administrative people of LESA/MVVNL for day to day activities and reporting.
- iii. The bidder shall also be required to depute appropriate no. of personnel for handling cash, remitting it to banks and getting the bank statements and providing them along with system generated reports to each of the concerned divisions on daily basis for verifying the cash collected.

## **ii) Generation & Printing of Bills**

The bidder shall carry out bill generation through the Online Billing & Collection application window provided to him at each of the counter computer, on basis of trust reading provided by each consumer who comes up to the billing counter. The bidder shall provide the printout of the generated bill to the consumer on request whether or not he tenders his payment at that time. The bidder shall also provide to the consumer on his request, a duplicate copy of an already generated bill.

## **iii) Payment Collection**

The bidder shall accept payments through online collection window against the generated electricity bills and provide bill cum receipt or receipt only to the consumers. The payments to be accepted may be in the shape of Cash/ Cheques/DD/ Treasury cheque or any other accepted and permitted instrument.

## **iv) Reconciling & Remitting collected funds**

The bidder shall reconcile all payment transactions and the total cash collected in the day in each shift on the basis of payment scrolls of the Server. The bidder shall then be responsible for cash pickup from all the centers in the afternoon at the end of the first shift and at night at the end of the second shift, and directly remitting the collected funds to designated bank accounts of LESA for which he may enter into a tie-up with cash management service of any approved/nationalized bank at his own cost. The bidder shall provide the daily bank remittance reports to the engineer-of-contract and to each of the divisional Executive Engineers in LESA divisions, on daily basis and shall be responsible for reconciling the collected funds on daily/monthly basis.

## **TIME SCHEDULES**

All billing counters shall remain open from 8:00 AM till 8:00 PM on all days of the month including holidays, with the exception of the three National Holidays.

The closing time of all counters shall be treated as extended upto 10:00 PM on the last 3 days of every month considering heavy consumer turn-out in that period.

The two shifts to be operated on the counters shall be from 8:00 till 14:00 Hrs – *first shift* and from 14:00 to 20:00 Hrs – *second shift*, every day.

## **REMITTANCE**

All funds collected by the bidder shall be remitted to LESA's designated bank accounts as per following schedule :

- i) Cash collected each day is to be transferred to LESA's account latest by next working day.

- ii) Cheques/ DD's/ Treasury cheques collected are to be transferred latest by the 3<sup>rd</sup> working day, allowing 2-3 days time for cheque clearance.
- iii) The dishonoured cheques shall be timely collected by bidder from the bank and be submit along with bank's report to the concerning division of LESA.

#### **RESPOSIBILITIES OF BIDDER:**

- i) Security: The bidder shall ensure security of infrastructure, equipment cash & cash chest in all the billing centers handed over to him.
- ii) House Keeping: The bidder shall maintain a team of suitable house-keeping personnel for maintaining cleanliness & upkeep of all the billing centers.
- iii) The bidder shall arrange all required pre-printed Billing Stationary, printer consumables and other necessary consumables as may be required at the centers for their billing & collection activity.
- iv) The bidder shall provide & maintain phones at each billing center for communication & reporting purpose.
- v) The bidder shall make provision for safe drinking water at all the centers for the convenience of the consumers.

#### **RESPOSIBILITIES OF LESA/MVVNL:**

LESA/ MVVNL shall be responsible for the following:-

- i) To handover the IT enabled Online Billing Centers to the bidder, free of cost.
- ii) Provide all necessary IT infrastructures at the billing centers viz. fully installed computers, printers, UPS, primary & backup network connectivity to RAPDRP system, LAN, routers, switches with installed software and billing & collection application window of MVVNL RAPDRP.
- iii) To designate various nationalized/ scheduled bank account (s) to which the bidder shall be required to remit the collected funds.
- iv) To Provide free Electricity suitable for operation of Online Billing center.
- v) To provide a secured cash chest at each counter.
- vi) To collect relevant output for making action to day-to-day basis including cash collection scroll where cash in accepted at the center.
- vii) To provide maintenance of all IT infrastructure installed at the billing counters through it's outsourced agency.
- viii) Provide for Civil maintenance of Interiors & Exteriors of every billing center from time to time as required.

\* \* \* \* \*

## **SCHEDULE 'A'**

(Part I)

### **TENDER FORM**

Specification No : .....

To:

**Superintending Engineer,  
EUCC(V), LESA, MVVNL,  
Lesha Bhawan, Near Residency, Lucknow**

Sir,

With reference to your Invitation to tender the above I/We hereby offer to the Madhyanchal Vidyut Vitran Nigam Limited, Lucknow the supply and services in the schedule of prices and work schedule annexed in strict accordance with the annexed conditions of contract Form 'A' specifications, to the satisfaction of the purchaser or in default thereof forfeit and pay to the Madhyanchal Vidyut Vitran Nigam Limited, Lucknow, the sum of money mentioned in the said conditions.

I/We agree to abide by this tender for the period of 180 days from the date for opening of the same.

A sum of Rs. .... in the form of

in favour of " Executive Engineer, EUCC(III), LESA, Lucknow" payable at Lucknow is enclosed with Part-I of the offer 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 ..... Day of ..... 20 .....

Yours' faithfully

Witness  
(Name & Signature)

(Signature of Bidder in full)

Seal of the Company

Full Signature :

Name :

Designation :

Date :

**SCHEDULE -B**  
**(Part -I)**

Specification No : .....

**PRE-QUALIFICATION DETAILS OF THE BIDDER**

1. Name of Applicant / Company / Firm
2. Brief description of the bidder.  
(Individual Firm / Joint Venture / Private Limited Company) may be specified.
3. Details of Registration with appropriate authorities (enclose the copies)
4. Address & phone No.  
(A) Registered Office  
(B) Head Office
5. Experience of Execution of contracts.

S No.	Complete postal address including designation of authority placing order, Copy of order and satisfactory execution certificate be enclosed.	Description of Job executed	Period of Completion	Amount

6. Total amount turnover of the bidder in each of the last three financial years as per Audited Balance sheets of last 3 financial years duly attested by CA and a statement of Losses if any in the last 3 years each of which is to be enclosed in support.

Years	Turnover (Amount in Crores)
(1)	
(2)	
(3)	

Seal of the Company

Full Signature :  
Name :  
Designation :  
Date :



## **SCHEDULE 'C'**

(Part I)

### **DECLARATION**

(To be executed on a non-judicial stamp paper of Rs.10/- with a revenue stamp  
of Rupee 1/- affixed)

Tender invited by

**Superintending Engineer,  
EUCC(V), LESA, MVVNL,  
Lesa Bhawan, Near Residency, Lucknow**

Tender for .....

Name of Bidder .....

Specification No. & date of opening .....

IN CONSIDERATION of the MVVNL having treated the Bidder to be an eligible person whose tender may be considered, the Bidder hereby agrees to the condition that the proposal in response to the above invitation shall not be withdrawn within 180 days (or any extension thereof) from the date of opening of the tender, also to the condition that if thereafter the Bidder does, withdraw his proposal within the said period, the Earnest money deposited by him may be forfeited by the MVVNL and at the discretion of the Purchaser, the Purchaser may debar the Bidder from tendering for a minimum period of one year reckoned from the date of opening of the tender.

Signed this ..... Day of ..... 200.....

Place

Signed by

.....**State title (whether Proprietor / Partner / Consortium)**

Witness

Name of the firm

Address of the firm

Signature

Seal of the firm

## **SCHEDULE 'E'**

(PART - I)

### **SCHEDULE OF GENERAL PARTICULARS**

Specification No : .....

1. Name of the Bidder

- |     |                           |
|-----|---------------------------|
| (a) | Head Office address       |
| (b) | Registered Office address |
| (c) | Postal address of Bidder  |
| (d) | Telegraphic address       |

2. Name and address of manufacturer of the major equipments

3. Works:

- |     |  |
|-----|--|
| (a) | Location with full postal address                              |
| (b) | Total space occupied in sq. meters.<br>(approximate within 5%) |
| (c) | Constructed area in sq. meters<br>(approximate with in 5%)     |

4. Name and address of local representative and his telephone number

5. Name and address of the officer of the Bidder / manufacturer to whom all reference shall be made for expeditious co-ordination.

6. Whether the Bidder is sole proprietor / partnership concern / Private Ltd. Company / Public undertaking / Joint venture / Consortium

7. Name of foreign collaborator, if any.

8. Whether the designs are their own or obtained from other sources. If from other sources the same may be indicated.

9. The name, designation, qualification and experience of the engineer employed by the Bidder in design, development and manufacturing of the quoted

equipment.

10. Authorised capital of the company.
11. Total annual turnover of the firm during last five financial years.
12. Actual production per year of the equipment quoted during last five financial years giving quantity and bill value rounded off to two decimal place of Rs. Lacs excluding Central Excise.
13. Manufacturing capacity per month of the quoted equipment otherwise.
14. State the name and designation of your relative(s) if any, working in Madhyanchal Vidyut Vitran Nigam Ltd.
15. Ten percent (10%) Performance Security in terms of requirement of specification is to be deposited within 30 days of placement of order. Whether or not willing to deposit. If no state reasons.
16. Whether certificates for satisfactory performance of offered equipment enclosed/not enclosed. If yes, give the quantity to which it refers.
17. Whether quoted ex-works price are firm YES / NO
18. Whether ex-works prices quoted or not. YES / NO
19. Whether packing, forwarding freight & insurance cover (for transit plus 30 days storage thereafter) has been quoted beside ex-works prices (All these charges are to be clubbed) YES / NO
20. Whether the erection, testing and commissioning prices are quoted or not YES / NO
21. Terms of payment as mentioned in relevant clause are acceptable or not YES / NO
22. Give Sales Tax / Trade Tax registration Number, (Enclose last clearance certificate)

i) Central

ii) State

- |     |   |          |
|-----|---|----------|
| 23. | Income Tax Clearance Certificate of current and the preceding year enclosed or not.   | YES / NO |
| 24. | Have you ever been declared bankrupt ? If yes, please give details.   | YES / NO |
| 25. | Whether the Bidder is agreeable to execute the contract in case the deviations stipulated by him are not acceptable to the purchaser.   | YES / NO |
| 26. | Give two reference (Name, Designation and complete postal address) who can verify Bidder's financial status and capacity to undertake such works. One of the reference should be from any scheduled Nationalized bank in India. | YES / NO |
| 27. | Have you offered any discount and if so, then what is the rebate/discount in Rs.  |          |

Seal of the Company

Full Signature :

Name :

Designation :

Date :

## **SCHEDULE 'G'**

(Part I)

Specification No : .....

### **DEVIATIONS FROM "TECHNICAL SPECIFICATION"**

All deviations from the "Technical Specification" shall be filled in clause by clause, in this schedule. Compliance with the specifications will be taken as granted if the deviations are not specifically mentioned in this schedule. In case there are not deviation (s), the 'NIL' Information should be furnished. In case Bidder is required to accept the standard clause, he should indicate the amount in tender bid part – II, schedule P2 which the tender price will there by increase / decrease.

Sl. No.	Page No.	Clause No. and stipulation in MVVNL Specification	Deviation
---------	----------	--	-----------

The Bidders hereby certifies that the above mentioned are the only deviations from the "Technical Specification".

Seal of the Company

Full Signature :

Name :

Designation :

Date :

## **SCHEDULE 'H'**

(Part I)

Specification No : .....

### **DEVIATIONS FROM "INSTRUCTIONS TO BIDDERS"**

All deviations from the "Instructions to Bidders" shall be filled in clause by clause in this schedule. Compliance with the specifications will be taken as granted if the deviations are not specifically mentioned in this schedule. In case there are no deviation (s), the 'NIL' Information should be furnished. In case Bidder is required to accept the standard clause, he should indicate the amount in tender bid part – II, schedule P2 which the tender price will there by increase / decrease.

Sl No.	Page No.	Clause No. and stipulation in MVVNL Specification	Deviation
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The Bidders hereby certifies that the above mentioned are the only deviations from the "Technical Specification".

Seal of the Company

Full Signature :

Name :

Designation :

Date :

## **SCHEDULE 'T'**

(Part I)

Specification No : .....

### **DEVIATIONS FROM "GENERAL REQUIREMENT OF SPECIFICATION"**

All deviations from the "General Requirement of Specification" shall be filled in clause by clause in this schedule. Compliance with the specifications will be taken as granted if the deviations are not specifically mentioned in this schedule. In case there are no deviation (s), the 'NIL' Information should be furnished. In case Bidder is required to accept the standard clause, he should indicate the amount in tender bid part – II, schedule P2 which the tender price will thereby increase / decrease.

Sl. No.	Page No.	Clause No. and stipulation in MVVNL Specification	Deviation
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The Tenders here by certifies that the above mentioned are the only deviations from the "General Requirements of Specification".

Seal of the Company

Full Signature :

Name :

Designation :

Date :

## **SCHEDULE 'J'**

(Part I)

Specification No : .....

### **DEVIATIONS FROM "GENERAL CONDITIONS OF CONTRACT"**

All deviations from the "General Conditions of Contract" Form A shall be filled in clause by clause, in this schedule. Compliance with the specifications will be taken as granted if the deviations are not specifically mentioned in this schedule. In case there are not deviation (s), the 'NIL' Information should be furnished. In case Bidder is required to accept the standard clause, he should indicate the amount in tender bid part – II, schedule P2 which the tender price will thereby increase / decrease.

Sl	Page No.	Clause No. and stipulation	Deviation
.		in MVVNL Specification	
N			
o.			

The Tenders here by certifies that the above mentioned are the only deviations from the "General Conditions of Contract" Form A.

Seal of the Company

Full Signature :

Name :

Designation :

Date :



## **SCHEDULE 'M'**

(Part I)

### **STATEMENT GIVING DETAILS OF PROPRIETOR / PARTNER / DIRECTORS / EXECUTIVE / PRESIDENT / SECRETARY OF TENDERING FIRM**

Tender invited by: Superintending Engineer, EUCC(V), LESA, MVVNL, Lucknow.

Specification No. : .....

Tender for (Item): ..... Due for opening on : .....

SN	Full Name	Designat ion	Full Office Address	Telephone No	Full signature	Relationship with firm's proprietor
I.	FOR PERSONS SIGNING TENDERS					
	1.					
	2.					
II.	PROPRIETOR					
	1.					
	2.					
III.	PARTNERS					
	1.					
	2.					
IV.	DIRECTORS					
	1.					
	2.					
V.	EXECUTIVES					
	1.					
	2.					
VI.	PRESIDENT/SECRETARY (AS THE CASE MAY BE)					
	1.					
	2.					

Note :-

- (1) No consortium of firms is allowed.
- (2) In each case, the person who has signed the tender documents must enclose the attested photo copy of power of attorney for signing the tender (To be marked as Schedule-M)

Seal of the Company

Full Signature :

Name :

Designation :

Date :

## **SCHEDULE (P1)**

### **(PART –II)**

#### **SUMMARY BID PRICE SCHEDULE**

The bidder must submit his offer based on scope of work given in technical specification in the following table:-

<b>SN</b>	<b>DESCRIPTION OF WORKS</b>	<b>Unit</b>	<b>Unit Rates (in Rs)</b>
<b>1</b>	Carrying out Electricity Bill Generation on basis of trust reading reported by consumer/meter readers; Printing & providing already generated duplicate bills to consumers; Accepting their Payments tendered in cash/cheque/DD; Printing and providing Bill/Receipt to the consumers through Online RAPDRP Billing Counters situated at strategic locations in Lucknow city; reconciling the collected funds with system generated payment scrolls and remitting the funds to LESA's designated bank accounts with post remittance bank reconciliations of division-wise data on daily & monthly basis; by providing skilled manpower for manning the IT enabled billing counters & handling cash collection for consumers in specified distribution divisions of LESA so as to establish an efficient billing and revenue cycle.	Per Transaction	

#### **NOTE :**

1. Rates quoted shall be inclusive of all statutory taxes and levies as applicable, excepting Service tax which shall be payable separately as per actual.
2. Each payment collected & registered by bidder's counter operator through the RAPDRP Online Billing counter and thereafter remitted to LESA's Bank accounts shall be treated as a valid Transaction and shall be liable for payment. Verification of such transactions for each month shall be done on the basis of system generated Counter wise payment scrolls which are generated on a daily/monthly basis.
3. The cost providing skilled computer operators for manning the billing counter, cost of preprinted stationary, printer consumables viz. *ink/ cartridge, ribbon excluding printer head*, and provisions for all other works as enumerated in the Technical Specifications of this bid document shall be deemed included within the Per transaction prices quoted by bidder and no additional payment shall be made for any such work as may be required for smooth operation of the billing counters.

**SCHEDULE P-2**  
**(PART-II)**

**SCHEDULE OF PRICE INCREASE / DECREASE DUE TO DEVIATION FROM SPECIFICATION**

<b>Sl. No.</b>	<b>Item</b>	<b>Unit Price in Rs.</b>	<b>Total Price in Rs.</b>
----------------	-------------	--------------------------	---------------------------

1. Price effect due to deviations mentioned in SCHEDULE 'G'
2. Price effect due to deviations mentioned in SCHEDULE 'H'
3. Price effect due to deviations mentioned in SCHEDULE 'I'
4. Price effect due to deviations mentioned in SCHEDULE 'J'

Seal of the Company

Full Signature :

Name :

Designation :

Date :

## FORM OF THE BANK GUARANTEE FOR EARNEST MONEY

(To be submitted with Bid Part-I)

(For depositing earnest money in case the amount for deposit exceeds Rs. 5,000 Bank guarantee should be on a non-judicial stamp Paper of Rs. 100.00 or as per present Act and should be checked by the Bidder at the time of issuing the Bank Guarantee for any change in the Stamp value.)

To,

**Superintending Engineer  
EUCC(V), LESA, MVVNL,  
Lucknow**

Sir,

WHEREAS, Messrs ..... a company incorporated under the Indian Companies Act, its registered office at ..... / a firm registered under the Indian Partnership Act and having its business office at ..... son of ..... of Messrs ..... at ..... / Sri ..... son of ..... resident of ..... at ..... Sri ..... son of ..... resident of ..... partners carrying on business under the firm's name and style of Messrs ..... at ..... Which is an unregistered partnership (hereinafter called "The Tender") has/have in response to your Tender Notice against specification number ..... for ..... offered to supply and/or execute the works as contained in the Tender's letter No .....

AND WHEREAS the Bidder is required to furnish you a Bank Guarantee for the sum of Rs. .... As earnest money against the Bidder's offer as aforesaid.

AND WHEREAS we ..... (name and full address of the Bank) have at the request of the Bidder agree to give you the guarantee as hereinafter contained.

NOW THEREFORE in consideration of the premises we the undersigned hereby covenant that the aforesaid tender of the Bidder shall remain open for acceptance by you during the period of validity as mentioned in the tender or any extension there of as you and the Bidder may subsequently agreed and if the Bidder shall for any reason back out whether expressly or implied from his said tender during the period of its validity of its validity or any extension thereof as aforesaid, we hereby guarantee to you the payment of sum of Rs. .... On demand notwithstanding the existence of any dispute between the MVVNL and the Bidder, in this regard AND we hereby further agree as follows:

(a) That you may without affecting this guarantee grant time or other indulgence to or negotiate further with the Bidder in regard to the conditions contained in the said tender and hereby modify these conditions or add thereto any further conditions as may be mutually agreed upon between you and the Bidder.

(b) That guarantee hereinbefore contained shall not be affected by any charge in the constitution of our Bank or in the constitution of the Bidder.

(c) That any account settled between you and the Bidder shall be conclusively evidence against us of the amount due hereunder and shall, not be questioned by us.

(d) That this guarantee commences from the date hereof and shall remain in force till the Bidder. If his tender is accepted by you, furnishes the security as required under the said specifications and executes a formal agreement as therein provided or till four months after the period of validity or the extended period of validity, as the case may be of tender whichever is earlier.

(e) Notwithstanding anything contained above liability of the Guarantor hereunder is restricted to the said sum of Rs. .... and this guarantee shall expire on the ..... day of ..... 20 ... Unless a claim under the guarantee is filled with the Guarantor within six months of such date, all claims shall laps and the Guarantor shall be discharged from the guarantee.

(f) That the expressions 'the tender' and the Bank the MVVNL herein used shall, unless such Interpretation is repugnant to the subject or context include their respective successors and assigns.

(g) We ..... (Name of Bank) lastly undertake to pay to the (MVVNL) any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) /supplier(s) in any suit or proceeding pending before any court or Tribunal relating arbitration there to of liability under the present being absolute and unequivocal.

The payment so made by us under this bond shall be a valid discharge of our liability for payment the under and the contractor(s) / supplier(s) shall have not claim against us for making such payment.

Date ..... day of ..... 20 .....

for ..... Bank Ltd.

## FORM OF GUARANTEE BOND FOR PERFORMANCE SECURITY

In consideration of the Madhyanchal Vidyut Vitran Nigam Limited (hereinafter called “The MVVNL”) having agreed to exempt

..... (hereinafter, called “The Contractor’s”) from the demand, under the terms and conditions of Agreement date ..... made between ..... and ..... for ..... (hereinafter called “the said agreement” of (s) of security deposit for the due fulfillment by the said contractor (s) of the terms and conditions contained in the said agreement, on production of bank guarantee for Rs. .... (Rupees ..... only) we ..... bank Ltd., (hereinafter referred to as “the Bank”) do hereby undertake to pay the MVVNL an amount not exceeding Rs. .... against any loss or damage caused to or suffered or would be caused to or suffered by the MVVNL by reason of any breach by said contractor (s) of the terms and conditions contained in the said agreement.

2. We ..... Bank Ltd. do hereby undertake to pay the amounts due and payable under this guarantee without any demur merely on demand from the MVVNL stating that the amount claimed is due by way of loss or damage cause to or would be caused to or suffered by the MVVNL by reason of any breach by the said contractor’s(s) failure to perform the said Agreement. Any such demand made on bank shall be conclusive as regards the amount due and payable by the Bank under the guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding of Rs. ....

3. We ..... Bank Ltd. further agree that the guarantee herein contained shall remain in full force and effected during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the MVVNL under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till the MVVNL or their only authorized officer certified that the terms and conditions of the said Agreement have been fully and properly carried out by the said contractor (s) and accordingly discharges the guarantee.

4. We ..... Bank Ltd. further agree with the MVVNL that the MVVNL shall have the fullest liberty without affecting in any manner of obligations hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said contractor (s) from time to time or to postpone for any time from time to time any of the powers exercisable by the MVVNL against the said contractor (s) and to for bearer or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension or extension (s) being granted to the said contractor or for any for bearance, act or omission on the part of the MVVNL or any indulgence by the MVVNL to the said contractor (s) or by any such matter or thing whatsoever which under the Law relating to sureties would but for this provision have effect of so relieving us.

5. We ..... Bank Ltd., lastly undertake not to revoke this guarantee during its currency except with the previous consent of the MVVNL in writing.

6. Notwithstanding any thing contained above, the liability of the guarantee hereunder is restricted to the said sum of Rs. .... and this guarantee shall expire on the day ..... and this guarantee shall expire on the day ..... Of 20 ..... Unless a claim under the guarantee is filled with the guarantor within six months of such date. All claims shall lapse and the guarantor shall be discharged from the guarantee.

7. We ..... (Name of Bank) lastly undertake to pay to the Government MVVNL any Money so demanded notwithstanding any dispute or disputes raised by the contractor(s) / supplier(s) in any suit or proceeding pending before any court or Tribunal relating arbitration thereto or liability under this present being absolute and unequivocal.

The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the contractor(s) / supplier(s) shall have no claim against us for making such payment.

Date ..... day of ..... 20 .....

for ..... Bank Ltd.

# FORM 'A'

## GENERAL CONDITIONS FOR THE SUPPLY OF PLANT AND THE EXECUTION OF WORKS IN CONNECTION WITH SCHEMES IN MVVNL

### Definition of terms

1. In construing these general conditions and the annexed specification, the following works shall have the meaning herein assigned to them unless there is anything in the subject or consistent with such construction.

**"The Purchaser"** or the Corporation shall mean the MVVNL and shall include his successors and assigns.

The **"Contractor"** shall mean the Bidder whose tender shall be accepted by the purchaser and shall include such Bidder's heirs, legal representative's successors and assigns.

The **"Sub Contractor"** shall mean the person named in the contract for any part of the work or any person to whom any part of the Contract has been sublet with the consent in writing of the Engineer and the heirs, legal representatives, successors and assigns of such person.

The **"Engineer"** shall mean the officer placing the order for the work, with the contractor and such Engineer for the purpose of the contract case of such officer has been so appointed the purchaser or his duly authorized representative.

**"Plant"**, **"Equipment"**, **"Material"**, **"Works"** or **"Works"** shall mean respectively the plant and materials to be provided and work or works to be done by the Contractor under the contract.

The **"Contract"** shall mean and include the general conditions, specifications, schedules, drawings, Forms or Tender covering Letter, Schedule of Prices, General Conditions, Specifications and drawings, and the Agreement to be entered into under clause 3 of these General Conditions.

**"The Specification"** shall mean the Specification annexed to these General Conditions and the schedules thereto (if any).

The **"Site"** shall mean the site of the proposed work as detailed in the Specifications or another place in Uttar Pradesh where work is to be executed under the Contract.

Test on Completion shall mean such tests as are prescribed by the Specification to be made by the contract before the plant is taken over by the purchaser.

**"Commercial Use"** shall mean that use of work which the contract contemplates or of which it is commercially capable.



**“Month”** shall mean calendar month.

**“Writing”** shall include any manuscript, typewritten or period statement under or over signature or shall as the case may be.

Words importing person, shall include Firms, Companies, Corporations and other bodies whether incorporated or not.

Words importing the singular only shall also include the plural and vice versa where the context requires.

**Contractor to  
inform  
himself fully**

2. The Contractor shall be deemed to have carefully examined the General Conditions, Specifications, Schedules and Drawing. If he shall have any doubt as to the meaning of any portion of these General Conditions or of the Specifications, he shall, before signing the Contract, set forth the particulars thereof and submit them of the Engineer in writing in order that such doubt may be removed.

**Contract**

3. A formal agreement shall if required by the Purchaser, be entered into between the Purchaser and the Contractor for the proper fulfillment of the Contract.

Further, if required by the Purchaser, the Contractor shall deposit with the Purchaser as security for the due and faithful performance of the Contract such sums not being less than one percent of the total value of the Contract as may be fixed by the Purchaser either in cash or in any other form approved by the Purchaser. The security deposit shall be refunded to the Contractor on the satisfactory completion of tests and the taking over of the plant by the Purchaser

The Charge in respect of vetting and execution of the contract document shall be borne by the Contractor. The Contractor shall be furnished with an executed stamped counter-part of the Agreement. The import license fee will in each case have to be paid by the Contractor. Import license may have to be taken in the Corporation's name.

After the tender has been accepted by the Purchaser, all order or instructions to the Contractor shall except as in otherwise provided, be given by the Engineer on behalf of the Purchaser.

**Contract  
Drawings**

4. Contractor shall submit in duplicate, to the Engineer for his approval, drawings, of the General Agreement of the works to be carried out and of such detailed drawings, other than shop drawings as may be reasonably necessary.

Within fourteen days of the receipt of such drawings the Engineer shall signify his approval or otherwise of the same and in the event of his disapproving the drawing, the contractor shall submit further drawings of approval.

Within a reasonable period of the notification by the Engineer to the Contractor of his approval such drawing, three sets in ink on tracing cloth or ferrogalic prints mounted on cloth of the drawings as approval shall be supplied to him by the Contractor and be signed by him and by the Contractor respectively and thereafter deemed to be the "Contractor Drawings".

These drawings when signed shall become the property of the Purchaser and be deposited with the engineer, and shall not be departed from in any way what so ever except by the written permission of the Engineer as herein after provided. During the execution of the works one of the set of drawings shall be available for reference on the site.

In the event of the contractor desiring to possess a signed set of drawings he shall supply four sets instead of three sets in this case the Engineer shall sign the fourth set return the same to the Contractor.

The Contractor if required by the Engineer shall supply in addition copies of and drawings other than shop drawing which may be reasonably required for the purpose of the Contract and may make a reasonable change of such copies.

The Engineer or his duly authorized representative, whose name shall have previously been communicated in writing to the Contractor, shall have the right, at all reasonable times, to inspect at the factory of the Contractor, drawings of any portion of the work.

**Mistake in  
Drawings**

5. The Contractor shall be responsible for and shall pay for any alterations of the work due to any discrepancies errors and omission in the drawings or other particulars supplied by him whether such discrepancies, errors or omission are due to inaccurate information particulars furnished to the Contractor by the Engineer, any alterations in the work necessitated by reason of such inaccurate information or particular shall be paid for by the Purchaser.

If any dimensions figured upon a drawing or a plant differ from those obtained by scaling the drawing or plan, the dimension as figured upon the drawing or plan shall be taken as correct.

**Subletting  
of Contract**

6. The Contractor shall not, without the consent, in writing of the Engineer or Purchaser, which shall not be unreasonably withheld assign or sublet his

Contract or any substantial part thereof other than for raw materials for minor details, or for any part of the work of which the makers are named in the Contract, provided that any such consent shall not relieve the Contractor from any obligation, duty, or responsibility under the contract.

#### **Patent rights**

7. In the event of any claim or demand being made or action being brought against the Purchaser for infringement or alleged infringement or letters-patent in respect of any machine plant, work or thing used or supplied by the Contractor under this contract or in respect of any method of using or working by the Purchaser or such machine plant work or thing the Contractor will indemnify the Purchaser against such claim or demand and all costs and expenses arising from or incurred by reasons of such claims or demand **PROVIDED THAT** the purchaser shall notify that Contractor immediately any claim is made and that the Contractor shall be at liberty if he so desires with the assistance of the Purchaser if required but at the Contractor's own expenses, to conduct all negotiations for the settlement of the same or any litigation that may arise there from and **PROVIDED THAT** no such machine, plant, work or thing shall be used by Purchaser for any purpose or in any manner other than that for which they have been supplied by the Contractor and specified under this Contract.

#### **Training of Engineers**

7.(A) The Contractor shall train at his works .....Engineer/Engineers of the Purchaser in the manufacture and assembly of machinery and its parts for a period of .....A separate agreement for such training shall be signed by the Engineer/Engineers selected for training the Purchaser and the Contractor on the form appended hereto.

#### **Quality of Material**

8. The Plant shall be manufactured and constructed in the best and most substantial and most workmanlike manner and with material of the best or of approved qualities for their respective uses.

#### **Packing**

9. The Contractor shall be responsible for securely protecting and packing the plant so as to avoid under normal conditions of transport.

#### **Delivery**

10. The cost of delivering the whole of the material F.O.R at the railway station specified or on the site as the specification may define and the cost of the packing and unless otherwise agreed, import duties and customs dues shall be borne by the Contractor.

#### **Fencing and lighting for works and transmission**

**lines**

11. Except as hereinafter provide that Purchaser shall unless otherwise specified be responsible for the proper fencing, guarding, lighting and watching of all works other than transmission lines comprised in the Contract and other for the proper provision of temporary roadways, footway, guards and fences as for the same may be rendered necessary by reason of the work for the accommodation and production of foot-passenger or other traffic and of the owners and occupiers of adjacent property and of the public.

**For  
transmission  
lines**

The Contractor shall at all time provide sufficient fencing, notice boards, lights and watchman to protect and warn the public and guard the work or transmission lines and in case the Contractor fail to make such provision made by him is considered by the Purchaser to be inadequate, the Purchaser may make such provisions as he may consider necessary and charge the cost that of the Contractor.

If during the period of erection of a plant the Contractor or his workman or servant shall injure or destroy any part of a building or other structure contiguous to the work in progress or if any damage shall be caused from any cause what so ever to other works (whether in progress or completed) forming part of the work for which the plant is being installed or if any imperfections become apparent in these works the causes of which imperfections are attributable to the Contractor or his workmen or servant, the Contractor shall make good such damages and imperfection and if he fails to do so within a reasonable time the Purchaser may cause the same to be made good and may deduct the cost thereof from any sum that may then or at any time thereafter become due to the Contractor or from his security deposit or the proceeds of sale thereof or of a sufficient portion thereof or may recover it otherwise .

**Power of  
vary or  
omit work**

12. No alterations, amendments, omission, additions, suspensions of variations of the work (hereinafter referred to as "Variation") under the Contract as shown by the drawings of the specification shall be made by the Contractor except as directed in writing by the Engineer, but the Engineer shall have full power, subject to the provision hereinafter contained, from time to time during the execution of the Contract by notice in writing to instruct Contractor to make such variation without prejudice to Contract, and the Contractor shall carry out the such instructions and be bound by the same conditions as for as applicable, as through the said variation occurred in the specification. If any suggested variations would in the opinion of the Contractor, if carried out prevent him from fulfilling any of his obligations or guarantees under the Contract he shall notify the Engineer thereof in writing and the Engineer shall decide forthwith whether or not the same shall be carried out and if the Engineer confirms his instruction the Contractor's obligations and guarantees shall be modified to such an extent as may be justified. The difference of cost,

if any occasioned by any such variations, shall be added or deducted from Contract price as the case may require. The amount of such rates specified in the Schedule of Prices, so far as the, same may be applicable and where the rates are not contained in the said Schedules or are not applicable they shall be settled by the Engineer and Contractor, jointly, as far as possible, before such variations are carried out. Provide that the Purchaser shall not become liable for the payment of any charge in respect of any such variations, unless the instruction for the performance of the same shall have been given in writing by the Engineer.

In the event of the Engineer requiring any variations, such reasonable proper notice shall be given to the Contractor as will enable him make his arrangement accordingly, and in case where goods or materials have already been prepared or any designs, drawings or patterns have been made or work done that require to be altered, the Engineer shall allow such compensation in respect there of as he shall consider reasonable.

Provided that no such variation shall except with the consent in writing of the Contractor, be such as will involve an increase or decrease of total price payable under the Contract by more than 10 percent thereof.

In every case in which the Contractor shall receive instructions from the Engineer carrying out any work which either then or later will in the opinion of the Contractor, involve a claim for additional payment, the Contractor shall, as soon as reasonably possible after the receipt of such instructions inform the Engineer of such claim for additional payment.

### **Negligence**

13. If the Contractor shall neglect to execute the work, with due diligence and expedition, or shall refuse or neglect to comply with any reasonable orders given him in writing by the Engineer in connection with work or shall contravene any provision of Contract the Purchaser may give seven days notice in writing to the Contractor, to make good the failure neglect or contravention complained of and if the Contractor shall fail to comply with the notice within a reasonable time from the date of service thereof in the case of a failure, neglect or contravention capable of being made good within that time, then and in such case the Purchaser shall be at liberty to employ other workmen and forthwith perform such work as the Contractor may have neglected to do, or if the Purchaser shall think fit, it shall be lawful for him to take the work wholly, or in part of the Contractor's hands and give it to another person on contract at a reasonable price or provided any other materials, tools tackles or Labour for the purpose of completing the work or any part thereof, and in that event the Purchaser shall, without being responsible to the Contractor for fair wear and tear of the same have free use of all the material, tools or other things which may be on the site for use at any time in connection with the work to the exclusion of any right of the Contractor over the same, and the Purchaser shall be entitled to retain and apply any balance which may be otherwise due on the Contract by him to the Contractor such part thereof as may necessary to the payment of the cost of execution such work as aforesaid.

If the cost of executing the work as aforesaid shall exceed the balance due to the Contractor, and the Contractor fails to make good the deficiency by

Purchaser may recover it from the Contractor in any lawful manner or the Purchaser may sell the said materials, tools tackle or other things belonging to the Contractor, and the proceeds of such sale shall be applied towards the payment of such deficiency and the costs of and incidental to such sale and any balance remaining after crediting the same shall be paid to the Contractor on the certificate of the Engineer, provided that when all expenses cost and charges incurred in the completion of the work are paid by the Contractor all such materials tools, tackle or other things remaining unsold shall be removed by the Contractor.

**Death,**  
**Bankruptcy,**  
**etc**

14. If the contractor shall die or commit any act of bankruptcy, or being a corporation commence to be wound up except for reconstruction purposes or carry on its business under a Receiver, the executors, successors or other representative in law of the estate of the Contractor or any such Receiver, Liquidator, or any person in whom, the Contract may become vested shall forthwith give notice thereof in writing to the Purchaser and shall for one month which he shall take all reasonable steps to prevent a stoppage of the work have the option of carrying out the Contract subject to his or their providing such guarantees may be required by the Purchaser but not exceeding the value of the work for the time being remaining unexecuted. In the event of stoppage of the work period of the option under this clause shall be fourteen days only provided that should the above option not be exercised the Contractor may be determined by the Purchaser by notice in writing to the Contractor and the Purchaser may exercise the same power which he could have under the proceeding clause if the work had been taken out of Contractor's hand under that clause.

**Inspection**

15. The Engineer and his duly authorized representative shall have testing at all reasonable times the access to the Contract's premises and shall have the power at all reasonable time to inspect and examine the materials and workmanship of the plant during its manufacture there and if part of the plant is being manufactured on other premises the Contractor shall obtain for the Engineer and for his duly authorized representatives permission to inspect it as the plant was manufactured on the Contractor's own premises.

The Engineer shall on giving seven day's notice in writing to the Contractor setting out any grounds of objections which he may have in respect of the work, be at liberty to reject all or any part or workmanship connected with such work which in his opinion are not in accordance with the Contract or are in his opinion defective for any reason whatever Provided that if such notice be not sent to the Contractor within reasonable time after the grounds upon which such notice is based have come to the knowledge of Engineer he shall not be entitled to reject the said plant or workmanship on such grounds unless specifically provided otherwise all tests shall be made at the Contractor's works before shipment.

**Test on**  
**contractor's**  
**premises**

The Contractor shall, if required, give the Engineer notice of any materials being ready for testing and the Engineer or his said representatives if so desires shall, on giving twenty-four hours previous notice in writing to the Contractor, attend at the Contractor's premises within seven days of the date on which the material is notified as being ready failing which visit the Contractor may proceed with test which shall be deemed to have been made in the Engineer presence, and he shall forthwith forward to the Engineer duly certified copies of tests in duplicate.

In all cases where the Contractor provides for tests whether at the premises of the Contractor or of any sub-Contractor, the Contractor, except where otherwise specified shall provide free of charges such labour, materials, electricity, fuel, water, stores, apparatus and instruments as may reasonably be demanded to carry out efficiently such tests of the plant in accordance with the contract and shall give facilities to the Engineer or to his authorized representative to accomplish such testing.

**Test on site**

If special tests other than those specified in the contract, are required they shall be paid for by the Purchaser as "Variations" under clause 12.

When the tests have been satisfactorily completed at the Contractor's works the Engineer shall issue a certificate to the effect.

**Delivery  
of plant**

In all case where the Contract provide for test on the site the Purchaser, except where otherwise specified, shall provide free of charges, such labour, material, electricity, fuel, water, stores, apparatus and instruments as may be required from time to time and as may reasonably be demanded efficiently to carry out such test of the plant or workmanship in accordance with Contract. In the case of the contractor requiring electricity for test on site such electricity shall be supplied to the Contractor in the most convenient form available.

**Access to  
site and  
work on site**

16. No plant shall be forwarded until shipping instruction shall have been given to the Contractor.

Notification of delivery or dispatch in regard to each and every consignment shall be made to the purchaser immediately after dispatch or delivery. The supplies shall further supply to the consignee a priced invoice and packing account of all stores delivered or dispatched by him. All packages containers, bundles and lots, materials forming part of each and every consignment shall be described fully in the packing account and full details of the contents of packages and quantity of materials shall be given to enable the consignee to check the stores on arrival at destination.

**Only  
applicable  
to complete  
Erection  
contract**

17. The suitable access to and possession of the site shall be offered to the Contractor by the Purchaser in reasonable time and the Purchaser shall have

any foundations to be provided by him ready when required by the Contractor. Where crane is available for free use of the Contractor until the plant is taken over.

The work so far as it is carried out on the Purchaser's premises, shall be carried out at such time as Purchaser may approve and so as not to enter unnecessarily with the conduct of the purchaser's business, but, the Purchaser shall give the Contractor all reasonable facilities of carrying out the work.

No person other than Contractor, Sub-Contractor, and workmen and the Contractor's duly authorized agent shall except with the special permission in writing of the Engineer or his representative, be allowed to do any work on the site in connection with the erection of the work but access to the work shall at all times be according to the engineer and his representatives and other authorized officials or representatives of the Purchaser.

**Engineer's  
Supervision**

The Contractor shall permit the execution of the work by other Contractor or tradesmen whose names shall have been previously communicated in writing to the Contractor by the Engineer, and afford them every facility for their several works simultaneous with his own.

The Purchaser shall provide all the unskilled labour and facilities necessary for the execution of work included in the contract unless otherwise specified.

**Engineer's  
decision**

18. All the work shall be carried out under the direction and to the reasonable satisfaction of the engineer, If supervision of the erection for complete erection is included in the Contract the Contractor shall be responsible for the correctness of the positions, levels and dimensions of the work according to the drawings, notwithstanding that he may have been assisted by the Engineer in setting out the same.

**Contractor's  
Representative  
and workmen**

19. In respect of all matters which are left to the decision of the Engineer, including the granting or withholding of certificate, the Engineer shall if required to do so by the Contractor, give in writing a decision thereof and his reasons for such decision. If the decision is not accepted by the Contractor the matter will, at the request of the Contractor, be referred to arbitration under the provision for arbitration herein after contained but subject to this right of reference to arbitration such decision shall be final and binding on the Contractor.

20. If the supervision of erection or complete erection is also included in the Contract the Contractor shall employ at least one competent representative and whose name or names shall have previously been communicated in writing to the Engineer by the Contractor to superintend the erection of the plant and the carrying out of the works. The said representatives, or if more than one shall be employed then one of such representatives, shall be present on the



site during working hours, and any written orders or instructions which the Engineer or his duly representative whose name shall have been previously communicated in writing to the contractor may give to the said representative of the Contractor shall be deemed to have been given to the Contractor.

**Liability for  
accidents  
and damage**

The Engineer shall be at liberty to object to any representative or person employed by the Contractor in the execution of or otherwise about the works who in his opinion misconduct himself or be in competent or negligent and the Contractor shall remove the person so objected to upon receipt from the Engineer of notice in writing requiring him to do so and shall provide in his place a competent representative at the Contractor's expense.

The purchaser shall provide suitable living accommodation on the site for the use of Contractor's representative unless the Contractor exempts him from his liability.

21. The Contractor shall be responsible for loss, damage or depreciation of the plant until the same is taken over under clause 35 or is deemed under that clause to have been taken over Provided always that the Contractor shall not be responsible for loss damage depreciation occurring during such period that the plant is operated by the Purchaser's staff prior to being taken over in accordance with clause 35.

Until the plant is taken over is deemed to have been taken over as aforesaid, the Contractor shall also be liable for and shall indemnify the purchaser in respect of all injury to person or damage to property resulting from the negligence, of the contractor or his workmen or Sub-Contractors or from defective designs, or work, but not from other cause.

Provided that the Contractor shall not be liable for any loss of profit or loss of Contract or any other claim made against the Purchaser not already provided for in the Contract, not for any injury or damage caused by or arising from the acts of the Purchaser or of any other person or due to circumstances over which the Contractor has no control or shall his total liability for loss, damage or injury in this Clause exceed the total value of Contract.

**Only  
Applicable  
To Complete  
Erection  
contract**

The Contractor will indemnify and save harmless the Purchaser against all actions suits, claims demands costs or expenses arising in connection with injuries (other than such as may attributable to the Purchaser or his employees) suffered period to the date when the plant shall have been taken over under clause 35 hereof by persons employed by Contractor or his Sub-Contractor on the work, whether at common Law or under the Workmen's Compensation Act, 1923 or any other statute in force at the date of contract relating to the question of the liability of employers for injuries suffered by employees, and will if called upon to do so take out the necessary policy of insurance to cover such indemnity.

### **Insurance**

In the event of any claim being made, or action brought-against the Purchaser involving the Contractor and arising out of the matters referred to and in respect of which the Contractor is liable under this clause, the Contractor shall be immediately notified thereof and he shall with assistance, if he so requires, of the Purchaser but at the sole expense of the Contractor conduct all negotiations for the statement of the same or any litigation that may arise thereof. In such case, the Purchaser shall at the request and expense of the Contractor afford all reason and available assistance for any such purpose.

### **Replacement of defective work or materials**

22. The Contractor shall insure the plant and shall keep it insured against of loss by theft, destruction or damage by fire, flood under exposure to the weather, or through riot civil commotion war or rebellion for the full value of the plant from the time of delivery if f.o.b. British Port until the plant is taken over under clause 35. This insurance shall also cover loss by theft on site in the case of Contracts where the Contractor, is responsible for complete erection, but not in other cases.

### **Deductions from Contract price**

23. If during the progress of the work the Engineer shall decide and notify in writing to the contractor that the contractor has executed any unsound or imperfect work or has supplied any plant inferior in quality to the specified the Contractor on receiving details of such defects or deficiency shall, at his own expense, within such time as may be reasonably necessary for making it good proceed to alter, reconstruct or remove such work, or supply fresh materials up to the standard of the Specification and in case the Contractor shall fail so to do the Purchaser may, on giving the Contractor seven days notice in writing of his intending so to do, proceed to remove the work complained of and, at the cost of the Contractor, perform all such work or supply all such material provided that nothing in this clause shall be deemed to deprive the Purchaser of or affect any, right under the Contract, which he may otherwise have in respect of such defects or deficiencies.

### **Terms of Payment**

24. All costs, damages or expenses which the Purchaser may have paid, for which under the Contract the Contractor is liable, may be deducted by the Purchaser from any money due or which May become due him to the Contractor under the Contract, or may be recovered by suit or otherwise from the Contractor.

Any sum of money due and payable, to the contractor (including security deposit returnable to him) under this contract may be appropriated by the-Purchaser and set off against any claim of the Purchaser for the payment of a sum of money arising out of or, under any other contract made by the Contractor with Purchaser.

25. (1) Subject to any deduction which the Purchaser may be authorized to make under the Contract, to any additions of deduction provided for, under clause 12 the Contractor shall be entitled to payments as follows:

(a) Eighty percent of the for Contract value of the plant in rupee on receipt by the purchaser of the Contractor's invoice giving the number and date of railway receipt covering the dispatch of the plant from Indian Port and of the advice note giving case number and contents together with a certificate by the effect that the plant detailed in the said advice note has actually been dispatched under the said railway and that the contract value of the said plant so dispatched is not less than the amount entered in the invoice.

(b) Ten percent of the f. o. r. Contract value o f the plant on satisfactory completion of test and taking over of the plant.

(c) Ten percent of the f. o. r. Contract value of the plant at the end of twelve month from the date of taking over.

(d) For the erection of the plant in proportion of the progress of the Work on the receipt by the Purchaser of monthly invoice submitted by the Contractor supported by the certification of the Engineer.

(2) If the time at which either of the installments due under subclasses (b) and (c) of clauses (1) hereof become payable there are minor defects in the plant which are not of such importance as to affect the full commercial use of the plant, then the Purchaser shall be entitled to retain only such part to the installment then due as represents the cost of making good such minor defects and any sum so retained shall subject of provisions of clause 36 become due upon such minor defects being made good.

**Provisional  
sums**

(3) If the Purchaser desires that the plant or any portion thereof should not be dispatched by the Contractor when it is for dispatch by the Contractor shall store such plant or portion at his works and be responsible for risk. For such storage the purchaser shall pay to the Contractor at a rate to mutually agreed upon between the parties but not exceeding 5S(five shilling per ton per week), payable quarterly plus interest at one percent per annum above the current rate of the State Bank of India on 80 percent of the Contract value of the plant or portion thereof so stored for the period from the date on which the said plant or portion become due and is ready for shipment upto the date on which it is, actually shipped.

25 (A) In the of the supplier contractor/company/not being able to supply tile materials or to carry out works in accordance with the terms of this contract the Government/Purchaser/Owner shall have the right to recover any sums advance in accordance with the clause 25 from the supplier/contractor/company and from his/her assets.

**Certificate  
of Engineer**

26. In any case where the Contractor price includes a provisional sum Sums to be provided by the Contractor for meeting the expense of extra work to be done or material to be supplied by a Sub Contractor, such sum shall be

expanded or used either wholly or in part or be not used at the discretion of the Engineer and entirely as he may decide and direct. If no part or only a part thereof be used then the whole or the part not used as the clause may be, shall be deduction from the Contractor price. If the sum used is more than such provision, the Contractor shall pay the excess. In the case of materials supplied on work done by a Sub Contractor, the total of the net sums paid to the Subcontractors on account of such materials or work and a sum equal to 10 percent of such net sum allowed as Contractor's profit shall be deemed to be the sum used Note of the works or articles to which such sum of money refer shall be done or purchased without the written order of the Engineer. The Contractor shall allow the Sub Contractor every facility for the supply of fourteen days after the Engineer has requested him in writing so to do pay the dues of such Sub-Contractors on account of such materials or work, PROVIDED ALWAYS that the Contractor shall have no responsibility with regard to such work or articles unless he shall have previously approved the Sub Contractor and/ or the material or plant to be supplied.

**Due Date  
of Payment**

27. Every application to the Engineer for a certificate must be accompanied by a detailed invoice (in duplicate) setting forth in the order of the Schedule of prices, particulars of the work executed and the certificate as to such plant or work as in the reasonable operation of Engineer in accordance with the Contract shall be issued within fourteen days if possible or for other than the first payment within such time of application for the same as is reasonably necessary for communication with the site.

**Certificates  
not to effect  
rights of the  
purchaser  
or contractor**

The Engineer may by any certificate make any correction or modification in any previous certificate which shall have been issued by him and payments shall be regulated and adjusted accordingly.

28. Payment shall be due payable by the Purchaser in accordance with the provision of clause 25 hereto at the end of the month following that in which invoice for the amounts due together with necessary documents are received by the Purchaser, provided that the Purchaser shall not be bound to make any payment at least 8 percent of the total contract value of the plant.

**Suspension  
of Works**

29. (1) No certificate of the engineer on account not any sum paid on account by the purchase, no any action of time granted under clause 31 shall effect or prejudice the rights of the Purchaser against the Contractor either under this Agreement or under the law to relieve the Contractor of his obligations for the due performance of the contract, or be interpreted as approved of the work done or the materials supplied.

(2) No certificate of the Engineer shall create liability in the Purchaser to pay for alteration, amendments, variations or additions work not ordered in writing by the Engineer or absolve the Contractor of his liability for the payment of damages whether due ascertained or certified or not of any sum against the

payment of which he is bound of to indemnify the Purchaser nor shall any such certificate not the acceptance by him of any sum paid on account or otherwise affect or prejudice the rights of the Contractor against the Purchaser under this Agreements or under the law.

**Damage for  
Delay in**

30. The Purchaser shall pay to the Contractor all reasonable expenses incurred by the Contractor by expenses incurred by the Contractor by reason of suspension of the works of delay in shipment by order in writing of the Purchaser of the Engineer unless such suspension shall be due to some default on the part of the Contractor or Sub-Contractor.

31. The time given to the Contractor for dispatch, delivery, erection of Works or completion, as the case may be, shall be reckoned from the date of receipt by the Contractor or the order, together with all necessary information and drawings to enable in work to be put in hand.

In all cases in which progress shall be delayed by strike, fire, accident, defective materials, delay in approval of drawing or clause whatsoever beyond the reasonable Control of the Contractor and whether such delay or impediment shall occur before or after the time or extended time for dispatch, erection or completion, a reasonable extension of time shall be granted.

32. If the Contractor shall fail in the due performance of his Contract within the time fixed by the Contract or any extension, thereof the Contractor agrees to accept a reduction of the Contract price by  $\frac{1}{2}$  (half) percent per week reckoned on the Contract value of such portion only of the plant as can not in consequence of the delay be used commercially and efficiently during each week between the appointed or extended times as the case may be and the actual time of the acceptance under, clause 35, and reduction shall be in full satisfaction of the Contractor's liability for delay, but shall not in any case exceed 10(ten) percent of the Contract value of such portion of the plant.

33. Whenever possible all tests shall be carried out before shipment. Test should however it be necessary for the final as to performance and Completion guarantees to be held over until plant is erected at site they shall be carried out in the presence of the Contractor's representative within one month of the completion of erection. If the result of these tests shall not come within the margin specified, the tests shall, if required be repeated within one month from the date the plant is ready for re-test, and the Contractor shall repay to the Purchaser fill reasonable expenses to which he may be put by such tests.

**Rejection of  
Defective  
Plant/Taking  
over**

34. If the completed plant or any portion thereof, before it is taken over under clause 35, be found to be defective, or fail to fulfill the requirements to the Contract, the Engineer shall give the contractor notice setting forth particulars of such defects or failure, and the Contractor shall forth-with-make the defect good, or alter the same to make it, comply, with the requirements of Contractor fail to do so with a reasonable time , the Purchaser may reject and replace, at the Cost of the contractor, the whole or any portion of the plant, as the case may be which is defective or fails to fulfill the requirements of the

Contract such replacement shall be carried out by the Purchaser within a reasonable time and at a reasonable price and where reasonable possible to the same specification and under competitive conditions. In case of such replacement by the Purchaser the Contractor shall be liable to pay to the Purchaser extra cost if any, of such replacement delivered and/or erected as provide for the original Contract, such extra cost being the ascertained difference between the price paid by the Purchaser under this provisions above mentioned, for such replacement and the Contract price for the plant so replaced and also to repay any sum paid by the Purchaser to the Contractor in respect of such defective plant. If the Purchaser does not so replace the rejected plant within a time, the Contractor shall I be liable only to the purchaser all money paid by the Purchaser to him in respect of such plant.

In the event of such rejection, the Purchaser shall be entitled to the use of the plant in reasonable and proper manner for a time reasonably sufficient to enable, him to obtain other replacement plant. During the period of rejected plant is used commercially the Contractor shall be entitled to a reasonable sum as payment for such use.

35. Where the specification calls for performance tests before shipment and these have been successfully carried out, the plant shall be accepted and taken over when it has been satisfactorily put into operation on site or within one month of its being ready to be put into operation, whichever shall be the earlier and the Engineer shall forthwith issue a taking over certificate.

In the event of final or any outstanding tests being held over until the plant is erected such taking over Certificate shall be issued subject to the results of such final or outstanding test shall be carried out in accordance with clause 33.

When the specification calls for tests on site the plant shall be taken over and the taking over Certificate issued immediately after such tests have been satisfactorily carried out.

If for any reason other than the default of the Contractor such test mentioned test on site shall not be carried out within one month of notice by Contractor to the Purchaser of the plant being ready for the test the plant shall be deemed to have been taken over as on the last day of the such period and payments due to the Contractor shall if called upon so to do by the Purchaser but at the Purchaser's expenses, make the said tests during the maintenance period and accept as aforesaid under the same obligation as specified in clause 33 above.

### **Maintenance**

The Engineer shall not delay the issue of any taking over Certificate contemplated by this clause on account of minor deficiencies of material of defects in the plant which do not materially affect the commercial use thereof provided that the Contractor shall undertake to make good the same in due course.

36. For a period of 12(twelve) calendar months commencing from the date on which the plant is taken, over is deemed to have been taken over under clause 25(called "the maintenance period") the Contractor shall remain liable to replace any defective parts that may develop in Plant of his own manufacture or those of his Sub-Contractor approved in the clause 6 under the conditions

provided for by the Contract under proper use and arising solely from faulty design, materials or workmanship provided always that such defective parts are not repairable at site and are not essential in the meantime to the maintenance in commercial use in the plant are promptly returned to the Contractor's work at the expenses of the Contractor unless otherwise arranged. If it becomes necessary for the Contractor to replace or renew any defective parts of the plant under this clause, the provisions of the first paragraph of this clause shall apply the parts of the plant so replaced or renewed until the expiration of six months from the date of such replacement or renewal or until the end of the above mentioned period of twelve months whichever ever may be the later. If any defects be not remedied within a reasonable time the Purchaser may proceed to do the work at the Contractor's risk and expense but without prejudice to other rights which the Purchaser may have against the Contractor in respect of such defects. The repaired and new parts will be delivered in accordance with clause 10. The Contractor shall bear reasonable cost of minor repairs carried out on his behalf at site. At the end of maintenance period the Contractor's liability has ceased in respect of goods not covered by the first paragraph of this clause the Purchaser shall be entitled to the benefit of any guarantee given to the Contractor by the original supplier or manufacture of such goods.

### **Regulations of Local Authorities**

37. The Purchaser shall throughout the continuance of the Contract and in respect of all matters arising in the performance thereof, serve all notices and obtain all consent, way leaves approvals and permission required in connection with the regulations and by laws of any local or authority which shall be applicable to the works. All work shall be executed in accordance with the Indian Electricity Rules, 1956 and any statutory modification thereof, wherever are applicable, under otherwise agreed to in writing to the Engineer.

### **Arbitration**

38. If any dispute, difference or controversy shall at any time arise between the Contractor on the one hand and the MVVNL and the Engineer of the Contract on the other hand Contract, or as to the true construction, meaning and intent of any part or condition of the same or as to manner of execution or as to the quality or description of or the payment for the same, or as to the true intent, meaning, interpretation construction or effect of the clause of the contract specification or drawing or any of them or as to anything to be, done committed or suffered in pursuance of the contract or specification, or as in the mode of carrying the contract into effect or as to the breach or alleged breach or as to obviating or compensation for the commission any of such breach or as to any other matter or thing whatsoever connected with or arising out of the contract, and whether before or during the progress or after the completion of the contract such question, difference or dispute shall be referred for adjudication to the M.D., M.V.V.N.L. or any other person nominated by him on this behalf and his decision on writing shall be final binding and conclusive. This submission shall be deemed to be a submission to arbitration modification thereof. The arbitrator may from time to time with consent of the parties, enlarge the time for making and publishing the award.

Upon every or any such reference, the costs of an incidental to the reference and award respectively shall be at the discretion of the arbitrator, who shall be competent to determine the amount thereof or direct the same to be taxed as between solicitor and client or as between party and party and to direct by whom in what manner the same shall be borne and paid.

Work under the contractor shall, if reasonable, continue during the arbitration proceedings and no payment due or payable by the corporation shall be withheld on account of such proceeding. In case of refusal/neglect by such nominee M.D., M.V.V.N.L. may nominate another person in his place.

**Court of  
Competent  
Jurisdiction**

38 (A) Any action taken or proceedings initiated on any of the terms of this agreement shall be only in the court of competent jurisdiction under the high court of judicature at Allahabad. Work under the contract shall, if reasonable possible, continue during the Arbitration proceeding, and no payment due or payable by the Purchaser shall be withheld on account of such proceedings.

39. The Contract shall in all respects be constructed and operated as a Construction Contract as defined in the Indian Contract Act, 1972, and all the payments of Contracts there under shall be made in rupees unless otherwise specified.

40. The marginal notes to any clause of this Contract shall not affect Marginal or control the construction of such clause.



**FORM OF AGREEMENT**  
**(Referred to in clause 3)**

THIS Agreement made the.....  
day of .....20 .....between (hereinafter referred to as the "Contractor") of  
the one part and the MVVNL.....(hereinafter called the purchaser) of the  
other part.

WHEREAS the Purchaser is about to erect and maintain the  
..... (herein after called the "WORK") mentioned enumerated  
or referred to in certain general conditions specification, schedules, drawings, form of tender  
covering letter and schedule of prices which for the purpose of identification have been signed  
by .....on behalf of .....(the Contractor)  
and .....(the Engineer of the Purchaser) on behalf on the Purchaser  
and all of which are deemed to form part of this Contract as through separately set out herein  
and are included in the expression "Contract" whenever herein used.

AND WHEREAS the purchaser has accepted the tender .....Contractor for the  
provision and execution of the said work for the sum of.....upon the terms  
and subject to the conditions herein after mentioned **NOW THESE PRESENT WITNESS** and  
the parties hereto hereby agree and declared as follows; that is to say , in consideration of the  
payments to be made to the Contractor by the Purchaser as herein after mentioned the  
Contractor shall duly provide the plant for the said works and shall do perform all other works  
and things in the Contract mentioned or described or which are employed there from or therein  
respectively or may be reasonably necessary for the completion of the said works within and at  
the times and in the manner and subject to the terms conditions and stipulation mentioned in the  
said Contract.

**AND**

In consideration of the due provision, erection, execution, construction and completion of the  
said works and the maintenance thereof as aforesaid the Purchaser will pay to the Contractor  
the said sum of .....or such other sums as may  
become payable to the Contractor under the provision of this Contract such payment to be  
made at such time and in such manner as is provided by the Contract.

IN WITNESS WHEREOF the parties hereto have signed this deed hereunder on the dates  
respectively mentioned against the signature of each:

Signed

(for and on behalf of the Purchaser)

(Contractor)

by in the presence of

and of

Signed

(date)

in the presence of (date)

and of

*FORM OF AGREEMENT*  
**(Referred into clause 7-A)**

THIS AGREEMENT made the .....day of  
BETWEEN.....son Of .....resident of  
.....District .....(herein after called "Engineer" of  
the first part AND the Madhyanchal Vidyut Vitran Nigam Ltd, India (herein after called the  
Nigam, of the second part and the .....company/firm (herein after called the  
Company)" of the third part.

WHEREAS the MVVNL herein after called "Nigam") have selected Engineer for practical  
training and the Company/Firm have agreed to give the said practical training to the Engineer  
on the conditions herein after appearing.

NOW THIS INDENTURE WITNESS as – follows

- 1 The Engineer binds himself to receive practical training on\*.....for a term of at  
least\*.....with the Company/Firm.
- 2 The Engineer consents with the Nigam and the Company/Firm as  
follows: -
  - (a) That his passage to.....and back on  
completion of his period of training will be paid by the Nigam admissible to  
\*.....class of Government servants subject to the  
conditions specified below.
  - (b) That he will during the said terms receive from the Nigam on remuneration but the  
salary he has been receiving before proceeding on deputation and such allowances, if  
any, as the Nigam may decide.
  - (c) That he shall, during the period of deputation with the Company/Firm be under the direct  
control of the Company/Firm and will abide by their rules.
  - (d) That he shall keep diaries of work done and experience gained by him  
and will submit them periodically to the MVVNL for information.
  - (e) That he shall not absent himself without sanction of Company/Firm for any cause  
whatsoever.
  - (f) That in case of disobedience, insubordination, unsatisfactory work or breach of any of  
the conditions herein contained, the Company/Firm may for reasons recorded in writing  
terminate the training of the Engineer with the concurrence of the Nigam. In case it does  
so without such concurrence it shall be liable to pay all expenses and charges incurred  
by the Nigam subsequent to such termination provided that the Nigam considers the  
ground on which the training was terminated to be insufficient. After the grounds have  
been considered to be insufficient if the Company/Firm refuses to resume the Engineer's  
training it shall further be liable to pay the passage to the Engineer back to India.
  - (g) That he shall not hold the Nigam liable for damages or compensation for any injury  
suffered by him through an accident or by reason of any wrongful act neglect or default  
of the company/Firm or its servants or agents or from any other cause with employed as  
such Engineer.

- (h) That in the event of the period of training being terminated for the reasons specified in clause (i), the Engineer shall forfeit his claim to the return passage which will be granted only on satisfactory completion of the period of training in question.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands the day and year first above written.

<p>Signed by</p> <p>.....</p> <p>( ..... )*</p> <p>.....**</p> <p>(Engineer)</p> <p>of the Nigam and the</p> <p>1.....</p> <p>( ..... )*</p> <p>.....**</p> <p>2.....</p> <p>( ..... )*</p> <p>.....</p>	<p>&amp;</p>	<p>Signed by</p> <p>.....</p> <p>( ..... )*</p> <p>.....*</p> <p>( ..... )*</p> <p>in the presence of on behalf</p> <p>Company/Firm in the presence of</p> <p>1.....</p> <p>( ..... )*</p> <p>.....**</p> <p>2.....</p> <p>( ..... )*</p> <p>.....</p>
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Name in Capital Letters

Complete Postal address of Person Signed.

## **CORRIGENDA /ADDEMDA TO ‘FORM-A’**

The following clauses shall add / modify / supplement / substitute the relevant clauses of ‘Form-A’. In case there is a conflict, the provision herein shall prevail over those stated in ‘Form-A’.

### **1.0 CLAUSE NO. 1**

‘Owner’/ ‘Purchaser’ / ‘Employer’ shall mean Madhyanchal Vidyut Vitran Nigam Limited. and shall include its successors and assigns.

‘Consulting Engineer / Consultant shall mean any firm or person duly appointed as such from time to time by the Owner.

The terms ‘Equipment’, ‘stores’ and Materials, shall mean and include equipment, stores and materials to be provided by the Contractor.

‘Works’ shall mean and include the furnishing of equipment, labour, services as per the Specification and complete erection, testing and putting into satisfactory operation including all transportation, handling, unloading and storage at the Site as defined in the Contract.

‘Site’ shall mean and include the land and other places on, into or through which the Works and the related facilities are to be erected or installed and any adjacent land, paths, street or reservoir which may be allocated or used by the Owner or Contractor in the performance of the Contract.

The term ‘Contract Price’ shall mean the lump sum price quoted by the Contractor in his Bid with additions and / or deletions as may agree and incorporated in the Contract, for the entire scope of the work.

The term ‘Equipment Portion’ of the Contract price shall mean the supply value of the equipment.

The term ‘Erection Portion’ of the Contract price shall mean the value of field activities of the works including erection, testing and putting into satisfactory operation including successful completion of performance and guarantee tests to be performed at site by the Contractor including cost of insurances.

‘Manufacturer’s Works’ or ‘Contractor’s Works’ shall mean the place of work used by the manufacturer, the contractor, their collaborators/associates or sub-contractors for the performance of the Contract.

The term ‘Final Acceptance / Taking Over’ shall mean the Owner’s written acceptance or the Works performed under the Contract as specified in the accompanying Technical Specification or otherwise agreed in the Contract.

‘Guarantee Period’ / ‘Maintenance period’ shall mean the period during which the Contractor shall remain liable for repair or replacement of any defective part of the works performed under the Contract.

‘Codes’ shall mean the following, including the latest amendments, and/or replacements, if any :

- a) Indian Electricity Act, 1905, and Rules and Regulations made thereunder
- b) Indian Factory Act, 1948, and Rules and Regulations made thereunder
- c) Indian Explosive Act, 1884, and Rules and Regulation made thereunder
- d) Indian Petroleum Act, 1934, and Rules and Regulations made thereunder.
- e) A.S.M.E. Test Codes.
- f) A.I.E.E. Test Codes.
- g) American Society of Material Testing Codes.
- h) Standards of the Indian Standards Institution.
- i) Other internationally approved standards and/or Rules and Regulations touching the subject matter of the Contract.

In addition to the above, the following definitions shall also apply.

- a) ‘All equipment and materials’ to be supplied shall also apply.
- b) ‘Constructed’ shall mean ‘erected and installed’
- c) ‘Contract Performance Guarantee’ shall also mean ‘Contract Performance Security’.

## 2.0 CLAUSE NO. 3

The Contract Performance Security shall be ten percent (10%) of the total contract price and shall be in accordance with the relevant clause of the ‘Instructions of Bidders’.

The term ‘Contract Documents’ shall mean and include the following, which shall be deemed to form an integral part of the Contract;

- a) Tender Notice, Instructions to Bidders, General Requirements of Specifications, Form-A and their relevant Addenda / Corrigenda attached thereto.
- b) Specification of the equipment to be supplied and erected under the contract as brought out in the accompanying Technical Specification.
- c) Contractor’s bid proposal and the documents attached thereto including the letters of clarifications thereto between the Contractor and the Owner prior to the Contract Agreement except to the extent of repugnancy.
- d) All the materials, literature, data and information of any sort given by the Contractor along with his bid, subject to the approval of the Owner/Consultant.
- e) Contract Agreement.

In the event of any conflict between the above-mentioned documents, the matter shall be referred to the Engineer whose decision shall be considered as final and binding upon the parties.

### 3.0 CLAUSE NO. 10.0

The cost and responsibility of delivery of equipment / materials on final destination site(s) shall be of the Contractor.

### 4.0 CLAUSE NO. 15.0

The bidder shall arrange all tests at Site (Tests on Completion) as prescribed in the Contract to be performed by the Contractor before the Works is taken over by the Owner.

### 5.0 CLAUSE NO. 18.0

All activities like manufacture, supply, erection, testing, commissioning etc. shall be carried out under the supervision of the Engineer.

### 6.0 CLAUSE NO. 25.0

The existing clause shall be replaced by the following:

The Payment to the Contractor for the performance of the Contract will be made by the Owner as per the conditions specified herein. The terms of payment under the Contract shall be as under.

The Payment to the Contractor for the performance of the Contract will be made by the Owner as per the conditions specified herein. The terms of payment under the contract shall be as under:

#### A) Supply Price:

- (i) Advance Payments: Ten percent (10%) of the total ex-works price shall be paid within thirty (30) days of signing of contract against a simple receipt and a bank guarantee for the equivalent amount valid until the goods are delivered and in the form provided in the bidding documents or another form acceptable to the purchaser.
- (ii) On delivery: Eighty percent (80%) of the ex-works price (inclusive of 100%) sales tax, freight & insurance as applicable) shall be paid on receipt of goods and upon submission of documents specified therein.
- (iii) On Final Acceptance: The remaining ten (10%) percent of the ex-works price shall be paid within thirty (30) days after the date the acceptance certificate submission by the purchasers representative.

#### B) Erection Price:

- (i) Ninety percent (90%) of the erection price shall be paid on progressive monthly basis depending on the actual measurement of work done certificate of the same by the Engineer.

- (ii) Balance ten percent (10%) of the erection price shall be paid after testing & commissioning and taking over of the substation by the Owner as per the Contract.

C) Mode of Payment

All payment under the contract shall be made to the Contractor by cheque from the account of MVVNL through its designated unit for the purpose.

7.0 CLAUSE NO. 31 (Not Applicable)

8.0 CLAUSE NO.35.0

Upon successful completion of all the tests to be performed at Site on the equipment furnished and erected by the Contractor, the contractor shall intimate in writing to Engineer for taking over the completed job. Within a week time of receipt of this information, the MVVNL shall arrange a joint inspection for the work and after which taking over certificate shall be issued accordingly.

9.0 CLAUSE NO. 36.0

The existing clause shall be replaced the following:

- a) The contractor shall warrant that the equipment will be new, unused and in accordance with the Contract Documents and free from defects in material and workmanship for a period of Thirty six (36) calendar months commencing immediately upon the satisfactory commissioning. The Contractor's liability shall be limited to the replacement of any defective parts in the equipment of his own manufacture or those of his sub-Contractors, under normal use and arising solely from faulty design, materials and/or workmanship provided always that such defective parts are repairable at the Site and not in meantime essential in the commercial use of the equipment. Such replaced / defective parts shall be returned to the Contractor unless otherwise arranged. No repairs or replacement shall normally be carried out by the Engineer/Purchaser when the equipment is under the supervision of the Contractor's supervisory Engineer.
- b) In the event of any emergency where in the judgement of the Engineer, delay would cause serious loss or damages, repairs or adjustment may be made by the Engineer or a third party chosen by the Engineer without advance notice to the Contractor and the cost of such work shall be paid by the Contractor. In the event such action is taken by the Engineer, the Contractor will be notified promptly and he shall assist wherever possible in making necessary corrections, This shall not relieve the Contractor of his liabilities under the terms and conditions of the Contract.
- c) If it becomes necessary for the Contractor to replace or renew any defective portions of the Works, the provisions of this clause shall apply to portion of the Works so replaced or renewed until the expiry of Thirty Six (36) months from the

date of such replacement or renewal. If any defects are not remedied within a reasonable time, the Engineer may proceed to do the work at the Contractor's risk and cost, but without prejudice to any other rights which the Owner may have against the Contractor in respect of such defects.

- d) The repaired or new parts will be furnished and erected free of cost by the Contractor. If any repair is carried out on his behalf at the Site, the Contractor shall bear the cost of such repairs.
- e) The cost of any special or general overhaul rendered necessary during the maintenance period due to defects in the equipment or defective work carried out by the Contractor, the same shall be borne by the Contractor.
- f) The acceptance of the equipment by the Engineer shall in no way relieve the Contractor of his obligations under this clause.
- g) In the case of those defective parts which are not repairable at Site but are essential for the commercial operation of the equipment, the Contractor and the Engineer shall mutually agree to a program of replacement or renewal which will minimize interruption to the maximum extent, in the operation of the equipment.
- h) At the end of the Guarantee Period, the Contractor's liability ceases.
- i) In the respect of goods supplied by Sub-Contractor to the Contractor where a longer guarantee (more than 36 months) is provided by such Sub-Contractor, the Owner shall be entitled to the benefit of such longer guarantees.
- j) The provisions contained in this clause will not be applicable:
  - (i) If the owner has not used the equipment according to generally approved industrial practice and in accordance with the conditions of operation specified and in accordance with the operating manuals, if any.
  - (ii) In case of normal wear and tear of the parts to be specifically mentioned by the contractor in the offer.

#### 10.0 CLAUSE NO. 38

ARBITRATIONS: UP State Electricity Board may be read as Madhyanchal Vidyut Vitran Nigam Limited, Chairman should be read as MD, MVVNL. Arbitration Act 1940 should be read as Arbitration and conciliation Act 1996.

#### CONSTRUCTION OF THE CONTRACT

Notwithstanding anything stated elsewhere in the bid documents, the Contract to be entered into will be treated as an indivisible supply cum erection Contract.

The Contract shall in all respects be construed and governed according to Indian laws.

#### 11.0 TIME – THE ESSENCE OF CONTRACT



- 11.1 The time and the date of completion of the Contract as stipulated in the Contract by the Owner without or with modifications, if any, and so incorporated in the Contract, shall be deemed to be the essence of the Contract. The Contractor shall so organize his resources and perform his work as to complete it not later than the date agreed to.
- 11.2 The Contractor shall submit a detailed PERT network/bar chart within the time frame agreed consisting of adequate number of activities covering various key phases of the work such as design, procurement, manufacturing, shipment and field erection activities within fifteen (15) days of the date of notification of Award of Contract. This network shall also indicate the interface facilities to be provided by the Owner and the dates by which such facilities are needed. The Contractor shall discuss the network so submitted with the Owner and the agreed network shall form part of the Contract Documents.
- 11.3 During the performance of the Contract, if in the opinion of the Engineer, proper progress is not maintained, suitable changes shall be made in the Contractor's operations to ensure proper progress without any cost implication to the Owner. The interface facilities to be provided by the Owner in accordance with the agreed network shall also be reviewed while reviewing the progress of the Contractor.
- 11.4 Based on the above agreed network/bar chart fortnightly reports shall be submitted by the Contractor as directed by the Engineer.

## 12.0 EFFECTIVENESS OF CONTRACT

The Contract shall be considered as having come into force from the date of the Notification of Award unless otherwise provided in the Notification of Award.

## 13.0 PATENT RIGHTS AND ROYALTIES

Royalties and fees for patents covering materials, Articles, apparatus, devices, equipment or processes used in the works shall be deemed to have been included in the Contract Price. The Contractor shall satisfy all demands that may be made at any time such royalties or fees and he alone shall be liable for any damages or claims for patent infringements and shall keep the Owner indemnified in that regard. The Contractor shall, at his own cost and expense, defend all suits or proceedings that may be instituted for alleged infringement of any patents involved in the works, and, In case of an award of damages, the Contractor shall pay for such award. In the event of any suit or other proceedings instituted against the Owner. But it shall be understood that no such machine, plant, work, material or thing has been used by the Owner for any purpose or any manner other than that for which they have been furnished and installed by the Contractor by the Owner will not be made while any such suit or claim remains unsettled. In the event any apparatus or equipment, or any part thereof furnished by the Contractor, is in such suit or proceedings held to constitute infringement, and its use is enjoined, the Contractor shall at his option and his own expense, either procure for the Owner, the right to continue the use of said apparatus, equipment or part thereof, replace it with non-infringing apparatus or equipment or modify it, so it becomes non-infringing apparatus or equipment or modify it, so it becomes non-infringing.

#### 14.0 CO-OPERATION WITH OTHER CONTRACTORS AND CONSULTING ENGINEERS

The Contractor shall co-operate with the Owner's other Contractors and Consulting Engineers and freely exchange with them such technical information as is necessary to obtain the most efficient and economical design and to avoid unnecessary duplication of efforts. The Engineer shall be provided with three copies of all correspondence addressed by the Contractor to other Contractors and Consulting Engineers of the Owner in respect of such exchange of technical information.

#### 15.0 DEDUCTIONS FROM CONTRACT PRICE

All costs, damages or expenses which the Owner may have paid, for which, under the Contract, the Contractor is liable, will be claimed by the Owner. The Owner shall deduct the amount, from any monies due or becoming due by him to the Contractor under the Contract or may be recovered by actions of Law or otherwise.

#### 16.0 TRANSFER OF THE TITLE

Transfer of the title in respect of equipment and materials supplied by the Contractor to Owner pursuant to the terms of the Contract shall pass on to the Owner on delivery of the equipment and materials at final destination site(s).

This Transfer of Title shall not be construed to mean the acceptance and the consequent "Taking over" of equipment and materials. The Contractor shall continue to be responsible for the quality and performance of such equipment and materials and for their compliance with the specifications until "Taking Over" and the fulfillment of guarantee provisions of this Contract.

This Transfer of Title shall not relieve the contractor from the responsibility for all risks of loss or damage to the equipment and materials as specified under the clause entitled 'insurance' of this section.

#### 17.0 LIABILITY FOR ACCIDENTS AND DAMAGES

Under the Contract, the Contractor shall be responsible for loss or damage to the plant until the successful completion of commissioning as defined else where in the Tender Documents.

#### 18.0 DELAYS BY OWNER OR HIS AUTHORISED AGENTS

In case of the Contractor's performance is delayed due to any act of omission on the part of the Owner or his authorized agents, then the Contractor shall be given due extension of time for the completion of the Works, to the extent such omission on the part of the Owner has caused delay in the Contractor's performance of the Contract. Regarding reasonableness or otherwise of the extension of time, the decision of the Engineer shall be final.

In addition, the Contractor shall be entitled to claim demonstrable and reasonable compensation, if such delays have resulted in any increase in cost. The Owner shall examine the jurisdiction for such a request for claim and if satisfied, the extent of compensation shall be mutually agreed depending upon the circumstances at the time of such an occurrence.

## 19.0 FORCE MAJEURE

Force majeure is herein defined as any cause which is beyond the control of the Contractor or the Owner as the case may be, which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affects the performance of the Contract, such as:

- a) Natural phenomena including but not limited to floods, droughts, earthquakes and epidemics;
- b) Acts of any Government, domestic or foreign, including but not limited to war, declared or undeclared, priorities, guaranties, embargoes.

Provided either party shall within fifteen (15) days from the occurrence of such a cause notify the other in writing of such causes .

The Contractor or the Owner shall not be liable for delays in performing his obligations resulting from any force majeure cause as referred to and/or defined above.

The date of completion will, subject to hereinafter provided, be extended by a reasonable time even though such cause may occur after Contractor's performance of obligation has been delayed due to other causes.

## 20.0 SUSPENSION OF WORK

- 20.1 Owner reserves the right to suspend and reinstate execution of the whole or any part of the Works without invalidating the provisions of the Contract. Orders for suspension or reinstatement of the Works will be issued by the Engineer to the Contractor in writing. The time for completion of works will be extended for a period equal to duration of the suspension.

## 21.0 CONTRACTOR'S DEFAULT

- 21.1 If the Contractor shall neglect to execute the works with due diligence and expected or shall refuse or neglect to comply with any reasonable order given to him, in by the Engineer in connection with the works or shall contravene the provisions of the Contract, the Owner may give notice in writing to the Contractor to make good the failure neglect or contravention complained of. Should the Contractor fail to comply with the notice, then and in such case the Owner shall be at the date of serving the notice, thane and in such case the Owner shall be at liberty to employ other workmen and forthwith execute such part of the works as the Contractor may have neglected to do or if the Owner shall think fit, without prejudice to any other right he may have under the Contract to take the work wholly or in part out of the Contractor's hands

- and recontract with any other person or persons to complete the works or an part thereof and in that event the Owner shall have free use of all Contractor's equipment that may have been at the time on the Site in connection with works without being responsible to the Contractor for fair wear and tear thereof and to the exclusion of any right of the Contractor over the same, and the Owner shall be entitled to retain and apply any balance which may otherwise be due on the Contract by him to the Contractor, or such part thereof as may be necessary, to the payment of the cost of executing the said part of the Works or of completing the Works as the case may be. If the cost of completing the works or executing a part thereof as aforesaid shall exceed the balance due to the Contractor, the Contractor shall pay such excess. Such payment of excess amount shall be independent of the liquidated damages for delay which the Contractor shall have to pay if the completion of works is delayed.
- 21.2 In addition, such action by the Owner as aforesaid shall not relieve the Contractor of his liability to pay liquidated damages for delay in completion of Works as defined in clause 13.0 of this section.
- 21.3 Such action by the owner as aforesaid the termination of the contract under this clause shall not entitle the Contractor to reduce the value of the Contract Performance Guarantee nor the time thereof. The Contract Performance Guarantee shall be valid for the full value and for the full period of the Contract including guarantee period.
- 22.0 TERMINATION OF CONTRACT ON OWNER'S INITIATIVE
- 22.1 The owner reserves the right to terminate the Contract either in part or in full due to reasons other than those mentioned under clause entitled Contractor's default. The Owner shall in such an event give fifteen (15) days notice in writing to the Contractor of his decision to do so.
- 22.2 The Contractor upon receipt of such notice shall discontinue the work on the date and to the extent specified in the notice, make all reasonable efforts to obtain cancellation of all orders and contracts to the extent they are related to the work terminated and terms satisfactory to the owner, stop all further sub-contracting or purchasing activity related to the work terminated, and assist the owner in maintenance, protection, and disposition of the Works acquired under the Contract by the Owner.
- 22.3 In the event of such a termination the Contractor shall be paid compensation, equitable and reasonable, dictated by the circumstances prevalent at the time of termination.
- 22.4 If the Contractor is an individual or a proprietary concern and the individual or the proprietor dies and if the Contractor is a partnership concern and one of the partners dies then unless the Owner is satisfied that the legal representatives of the individual contractor or of the proprietor of the propriety concern and in the case of partnership, the surviving the partners, are capable of carrying out and completing the contract the Owner shall be entitled to cancel the contract as to is incomplete part without being in any way liable to payment of any compensation to the estate of deceased Contractor and/or to the surviving partners of the Contractor's firm on account of the cancellation of the Contract. The decision of the Owner that the legal representatives of the deceased Contractor or surviving partners of the Contractor's firm cannot carry

out and complete the Contract shall be final; and binding on the parties. In the event of such cancellation the Owner shall not hold the estate of the deceased Contractor and/or the surviving partners of the estate of the deceased Contractor and/or the surviving partners of the Contractor's firm liable to damage for not completing the Contract.

#### 23.0 FRUSTRATION OF CONTRACT

- 23.1 In the event of frustration of the Contract because of supervening impossibility in items of Section 56 of the Indian Contract Act, the parties shall be absolved of their responsibility to perform the balance portion of the Contract.
- 23.2 In the event of non-availability or suspension of funds for any reasons whatsoever (except for reason of willful or intentional breach by the Owner and/or Contractor) then the works under the Contract shall be suspended.
- 23.3 Furthermore, if the Owner is unable to make satisfactory alternative arrangements for financing to the Contractor in accordance with the terms of the Contract within three months of the event, the parties hereto shall be relieved from carrying out further obligations under the Contract treating it as frustration of the Contract.
- 23.4 In the event referred to in sub-clauses 23.1 & 23.2 above, the parties shall mutually discuss to arrive at reasonable settlement on all issued including amounts due to either party for the work already done on "quantum merit" basis which shall be determined by mutual agreement between the parties.

#### 24.0 REGULATIONS OF LOCAL AUTHORITIES AND STATUTES

- 24.1 The Contractor shall comply with all the rules and regulations of local authorities during the performance of his field activities. He shall also comply with the Minimum Wages Act, 1948 and the Payment of Wages Act (both of the Government of India) and the rules made thereunder in respect of any employee or workman employed or engaged by him or is Sub-Contractor.
- 24.2 All registration and statutory inspection fees, if any, in respect of his work pursuant to this Contract shall be to the account of the Contractor. However, any registration, statutory inspection fees lawfully payable under any statutory laws and its amendments from time to time during erection in respect of the equipment ultimately to be owned by the Owner, shall be to the account of the Owner. Should any such inspection or registration need to be re-arranged due to the fault of the Contractor or his Sub-Contractor, the additional fees to such inspection and/or registration shall be borne by the Contractor.

#### 25.0 ACCESS TO SITE AND WORKS ON SITE

- 25.1 Suitable access to the Site shall be afforded to the Contractor by the Owner in reasonable time.
- 25.2 In the execution of the Works, no person other than the Contractor or his duly appointed representative, Sub-Contractor and workmen, shall be allowed to do work

on the site, except by the special permission, in writing of the Engineer or his representative.

## 26.0 CONTRACTOR'S SITE OFFICE ESTABLISHMENT

- 26.1 The Contractor shall establish a Site Office at the Site and keep posted an authorized representative for the purpose of the Contract. Any written order or instruction of the Engineer or his duly authorized representative shall be communicated to the said authorized resident representative of the Contractor and the same shall be deemed to have been communicated to the Contractor at his legal address.

## 27.0 CO-OPERATION WITH OTHER CONTRACTORS

- 27.1 The Contractor shall co-operate with all other Contractors or tradesmen of the owner, who may be performing other works on behalf of the Owner and the workmen who may be employed by the Owner and doing work in the vicinity of the Works under the Contract. The Contractor shall also so arrange to perform his work as to minimize, to the maximum extent possible, interference with the work of other Contractors and their workmen. Any injury or damage that may be sustained by the employees of the other Contractors and the Owner, due to the Contractor's work shall promptly be made good at the Contractor's own expense. The Engineer shall determine the resolution of any difference or conflict that may arise between the Contractor and other Contractors or between the Contractor and the workmen of the owner in regard to their work. If the work of the Contractor is delayed because of any acts of omission of another Contractor, the Contractor shall have no claim against the Owner on that account other than an extension of time for completing his Works.

- 27.2 The Engineer shall be notified promptly by the Contractor of any defects in the other contractor's works that could affect the Contractor's Works. The Engineer shall determine the corrective measures if any required to rectify this situation after inspection of the works and such decisions by the Engineer shall be binding on the Contractor.

## 28.0 DISCIPLINE OR WORKMEN

- 28.1 The Contractor shall adhere to the disciplinary procedure set by the Engineer in respect of his employees and Workmen at Site. The Engineer shall be at liberty to object to the presence of any representative or employee of the Contractor at the Site, if in the opinion of the Engineer such employee has misconducted himself or is incompetent or negligent or otherwise undesirable and then the Contractor shall remove such a person objected to and provide in his place a competent.

## 29.0 CONTRACTOR'S FIELD OPERATION

- 29.1 The Contractor shall keep the Engineer informed in advance regarding his field activity plans and schedules for carrying out each part of the works. Any review of such plan or schedule or method of work by the Engineer shall not relieve the Contractor of any of his responsibilities towards the field activities. Such reviews

shall also not be considered as an assumption of any risk or liability by the Engineer or the Owner or any of his representatives and no claim of the Contractor will be entertained because of the failure or inefficiency of any such plan or schedule or method of work reviewed. The Contractor shall be solely responsible for the safety, adequacy and efficiency of plant and equipment and his erection methods.

- 29.2 The Contractor shall have the complete responsibility for the conditions of the work-site including the safety of all persons employed by him or his Sub-Contractor and all the properties under his custody during the performance of the work. This requirement shall apply continuously till the completion of the Contract and shall not be limited to normal working hours. The construction review by the Engineer is not intended to include review of Contractor's safety measures in, on or near the work site, and their adequacy or otherwise.

### 30.0 PROTECTION OF WORK

- 30.1 The Contractor shall have total responsibility for protecting his works till it is finally taken over by the Engineer. No claim will be entertained by the owner or by the Engineer for any damage or loss to the Contractor's works and the Contractor shall be responsible for complete restoration of the damaged works to original conditions to comply with the specification and drawings, should any such damage to the Contractor's works occur because of any other party not being under his supervision or control. The contractor shall make his claim between the Contractor and the other party or parties concerned regarding the responsibility for damage to the contractor's works, the same shall be resolved as per the provisions of the Clause 28.0 above entitled "Cooperation with other Contractors". The Contractor shall not cause delay in the repair of such damaged works because of any delay in the resolution of such dispute. The Contractor shall proceed to repair the Work immediately and no cause thereof will be assigned pending resolution of such disputes.

### 31.0 EMPLOYMENT OF LABOUR

- 31.1 The Contractor will be expected to employ on the work only his regular skilled employees with experience of his particular work. No female labour shall be employed after darkness. No person below the age of eighteen years shall be employed.
- 31.2 All traveling expenses including provisions of all necessary transport to and from Site, lodging allowances and other payments to the Contractor's employees shall be the sole responsibility of the Contractor.
- 31.3 The hours of work on the Site shall be decided by the Owner and the Contractor shall adhere to it. Working hours will normally be eight (8) hours per day – Monday through Saturday.
- 31.4 The Contractor's employees shall wear identification badges while on work at Site.
- 31.5 In case the Owner becomes liable to pay any wages or dues to the labour or any Government agency under any of the provisions of the Minimum Wages Act, Workmen Compensation Act, Contract Labour Regulation Abolition Act or any other

law due to act of omission of the Contractor, the Owner may make such payments and shall recover the same from the Contractor's bills.

### 32.0 FACILITIES TO BE PROVIDED BY THE CONTRACTOR

#### 32.1 Tools, tackles and scaffoldings

The Contractor shall provide all the construction equipment; tools tackles and scaffoldings required for pre-assembly, erection, testing and commissioning of the equipment covered under the Contract. He shall submit a list of all such materials to the Engineer before the commencement of pre-assembly at Site. These tools and tackles shall not be removed from the Site without the written permission of the Engineer.

#### 32.2 First-Aid

The Contractor shall provide necessary first-aid facilities for all his employees, representatives and workmen working at the Site. Enough number of Contractor's personnel shall be trained in administering first – aid.

#### 32.3 Cleanliness

The Contractor shall be responsible for keeping the entire area allotted to him clean and free from rubbish, debris etc. during the period of Contract. The Contractor shall employ enough number of special personnel to thoroughly clean his work-area at least once in a day. All such rubbish and scrap material shall be stacked or disposed in a place to be identified by the Engineer. Materials and stores shall be so arranged to permit easy cleaning of the area. In areas where equipment might drip oil and cause damage to the floor surface, a suitable protective cover of a flame resistant, oil proof sheet shall be provided to protect the floor from such damage.

### 33.0 SECURITY

33.1 The Contractor shall have total responsibility for all equipment and materials in his custody/stores, loose, semi-assembled and/or erected by him at Site. The contractor shall make suitable security arrangements including employment of security personnel to ensure the protection of all materials, equipment and works from theft, fire, pilferage and any other damages and loss. All materials of the Contractor shall enter and leave the project Site only with the written permission of the Engineer in the prescribed manner.

### 34.0 CONTRACTOR'S AREA LIMITS

34.1 The Engineer will mark-out the boundary limits of access roads, parking spaces, storage and construction areas for the Contractor and the Contractor shall not trespass the areas not so marked out for him. The Contractor shall be responsible to ensure that none of his personnel move out of the areas marked out for his operations. In case of such a need for the Contractor's personnel to work out of the areas marked out for him, the same shall be done only with the written permission of the Engineer.



### 35.0 CONTRACTOR'S CO-OPERATION WITH THE OWNER

- 35.1 In case where the performance of the erection work by the Contractor affects the operation of the system facilities of the Owner, such erection work of the contractor shall be scheduled to be performed only in the manner stipulated by the Engineer and the same shall be acceptable at all times to the Contractor. The Engineer may impose such restriction on the facilities provided to the Contractor such as electricity, water etc. as he may think fit in the interest of the Owner and the Contractor shall strictly adhere to such restriction and co-operate with the Engineer. It will be the responsibility of the Contractor to provide all necessary temporary instrumentation and other measuring devices required during start-up and operation of the equipment systems which are erected by him. The Contractor shall also be responsible for flushing and initial filling of all the oil and lubricants required for the equipment furnished and erected by him, so as to make such equipment ready for operation. The Contractor shall be responsible for supplying such flushing oil and other lubricants unless otherwise specified elsewhere in the document and specification.

### 36.0 MATERIALS HANDLING AND STORAGE

- 36.1 All the equipment furnished under the Contract and arriving at Site shall be promptly received, unloaded, transported and stored in the storage spaces by the Contractor.
- 36.2 Contractor shall be responsible for examining all the shipment and notify the Engineer immediately of any damage, shortage, discrepancy etc. for the purpose of Engineer's information only. The Contractor shall submit to the Engineer every week a report detailing all the receipts during the week. However, the Contractor shall be solely responsible for any shortages or damage in transit, handling and/or in storage and erection of the equipment at Site. Any demurrage, wharfage and other such charges claimed by the transporters, railway etc. shall be to the account of the Contractor.
- 36.3 The Contractor shall maintain an accurate and exhaustive record detailing out the list of all equipment received by him for the purpose of erection and keep such record open for the inspection of the Engineer-in-Charge.
- 36.4 Equipment shall be handled very carefully to prevent any damage or loss. No bare wire ropes; slings, etc. shall be used for unloading and/or handling of the equipment without the specific written permission of the Engineer. The equipment stored shall be properly protected to prevent damage either to the equipment or the floor where they are stored. The equipment from store shall be moved to the actual location at the appropriate time so as to avoid damage of such equipment at Site.
- 36.5 All electrical panels, control gears, motors and such other devices shall be properly dried by heating before they are installed and energized. Motor bearings, slip rings,

commutators and other exposed parts shall be protected against moisture ingress and corrosion during storage and periodically inspected.

- 36.6 All the electrical equipment such as motors, generators, etc. shall be tested for insulation resistance at least once in three months from the date of receipt till the date of commissioning and a record of such measured insulation values maintained by the Contractor. Such records shall be open for inspection by the Engineer.
- 36.7 The Contractor shall ensure that all the packing materials and protection devices used for the various equipment during transit and storage are removed before the equipment are installed.
- 36.8 The consumable and other supplied likely to deteriorate due to storage must be thoroughly protected and stored in a suitable manner to prevent damage or deterioration in quality by storage.
- 36.9 All the materials stored in the open or dusty location must be covered with suitable weather-proof and flame proof covering material wherever applicable.
- 36.10 If the materials belonging to the Contractor are stored in areas other than those earmarked for him, the Engineer will have the right to get it moved to the area earmarked for the Contractor at the Contractor's cost.
- 36.11 The Contractor shall be responsible for making suitable indoor storage facilities to store all equipment which require indoor storage. Normally, all the electrical equipment such as motors, control gear, generators, exciters and consumables like electrodes, lubricants etc. shall be stored in the closed storage space. The Engineer, in addition, may direct the Contractor to move certain other materials, which in his opinion will require indoor storage, so indoor storage areas which the contractor shall strictly comply with.

#### 37.0 CONSTRUCTION MANAGEMENT

- 37.1 The field activities of the Contractors Working at Site, will be coordinated by the Engineer and the Engineer's decision shall be final in resolving and disputes or conflicts between the Contractor and other Contractors and tradesmen of the owner regarding scheduling and co-ordination of work. Such decision by the Engineer shall not be a cause for extra compensation or extension of time for the Contractor.
- 37.2 The Engineer shall hold weekly meetings of all the Contractor's working at Site, at a time and place to be designated by the Engineer. The Contractor shall attend such meetings and take notes of discussions during the meeting and the decision of the Engineer and shall strictly adhere to those decisions in performing his works. In addition to the above weekly meeting, the Engineer may call for other meeting either with individual contractors or with selected number of Contractors and in such a case the Contractor if called, will also attend such meetings.
- 37.3 Time is the essence of the Contract and the Contractor shall be responsible for performance of his works in accordance with the specified construction schedule. If at any time, the Contractor is falling behind the schedule, he shall take necessary action

to make good for such delays by increasing his work force or by working overtime or otherwise accelerate the progress of the work comply with the schedule and shall communicate such actions in writing to the Engineer, satisfying that his action will compensate for the delay. The Contractor shall not be allowed any extra compensation for such action.

- 37.4 The Engineer shall, however, not be responsible for provision of additional labour and/or materials or supply or any other services to the Contractor except for the coordination work between various Contractors as set out earlier.

#### 38.0 FILED OFFICE RECORDS

- 38.1 The Contractor shall maintain at his Site office up-to-date copies of all drawings, specifications and other Contract Documents and any other supplementary data complete with all the latest revisions thereto. The Contractor shall also maintain in addition the continuous record of all changes to the above Contract Documents, drawings, specifications, supplementary data, etc. effected at the field and on completion of his total assignment under the Contract shall incorporate all such changes on drawings and other engineering data to indicate as installed conditions of the equipment furnished and erected under the Contract. Such drawings and engineering data shall be submitted to the Engineer in required number of copies.

#### 39.0 CONTRACTOR'S MATERIALS BROUGHT ON TO SITE

- 39.1 The Contractor shall bring to Site all equipment, components, parts, materials, including construction equipment, tools and tackles for the purpose of the works under intimation to the Engineer. All such goods shall, from the time of their being brought vest in the Owner, but may be used for the purpose of the Works only and shall not on any account be removed or taken away by the Contractor without the written permission of the Engineer. The Contractor shall nevertheless be solely liable and responsible for any loss or destruction thereof and damage thereto.
- 39.2 The owner shall have a lien on such goods for any sum or sums which may at any time be due or owing to him by the Contractor, under, in respect of or by reasons of the Contract. After giving a fifteen (15) days notice in writing of his intention to do so, the Owner shall be at liberty to sell and dispose off any such goods, in such manner as he shall think fit include public auction or private treaty and to apply the proceeds in or towards the satisfaction of such sum or sum due as aforesaid.
- 39.3 After the completion of the Works, the Contractor shall remove from the Site under the direction of the Engineer, the materials such as construction equipment, erection tools and tackles, scaffolding etc. with the written permission of the Engineer. If the Contractor fails to remove such materials, with fifteen (15) days of issue of a notice by the Engineer to do so then the Engineer shall have the liberty to dispose of such materials as detailed under clause 23.2 above and credit the proceeds thereto to the account of the Contractor.

#### 40.0 PROTECTION OF PROPERTY AND CONTRACTOR'S LIABILITY

40.1 The Contractor shall be responsible for any damage resulting from his operations. He shall also be responsible for protection of all persons including members of public and employees of the Owner and the employees of other contractors and sub-contractors and all public and private property including structures, building, other plants and equipment and utilities either above or below the ground.

40.2 The Contractor will ensure provisions of necessary safety equipment such as barriers, sign-boards, warning lights and alarms, etc. to provide adequate protection to persons and property. The Contractor shall be responsible to give reasonable notice to the Engineer and the Owner of public or private property and utilities when such property and utilities are likely to get damaged or injured during the performance of his works and shall make all necessary arrangements with such owners, related to removal and/or replacement or protection of such property and utilities.

#### 41.0 INSURANCE

41.1 In addition to the conditions covered under the Clause entitled “Insurance” in General Terms and conditions of Contract/Technical Specification of this Volume, the following provisions will also apply to the portion of works to be done beyond the Contractor’s own or his Sub-Contractor’s manufacturing Works.

##### 41.2 Workman’s Compensation Insurance

This insurance shall protect the Contractor against all claims applicable under the Workmen’s Compensation Act, 1948 (Government of India). This policy shall also cover the Contractor against claims for injury, disability, disease or death of his or his Sub-Contractor’s employee, which for any reason are not covered under the Workmen’s Compensation Act, 1948. The liabilities shall not be less than:

Workman’s Compensation: As per statutory Provisions

Employee’s liability: As per statutory Provisions

##### 41.3 Comprehensive Automobile Insurance

This insurance shall be in such a form to protect the Contractor against all claims for injuries, disabilities, disease and death to members of public including the Owner’s men and damage to the property of other arising from the use of motor vehicles during on or off the Site operations, irrespective of the ownership of such vehicles.

##### 41.4 Comprehensive General Liability Insurance

The insurance shall protect the Contractor against all claims arising from injuries, disabilities, disease or death of members of public or damage to property of others, due to any act or omission on the part of the Contractor, his agents his employees, his representatives and Sub-contractors or from riots, strikes and civil commotion. This insurance shall also cover all the liabilities of the Contractor arising out of the Clause entitled Defence of Suits under General Terms and Conditions of Contract.

The hazards to be covered will pertain to all the works and areas where the Contractor, his Sub-contractors, his agents and his employees have to perform work pursuant to the Contract.

The above are only illustrative list of insurance covers normally required and it will be the responsibility of the Contractors to maintain all necessary insurance coverage to the extent both in time and amount to take care of all his liabilities either direct or indirect, in pursuance of the Contract.

#### 42.0 UNFAVOURABLE WORKING CONDITIONS

- 42.1 The Contractor shall confine all his field operations to those works which can be performed without subjecting the equipment and materials to adverse effects during inclement weather conditions, like monsoon, storms, etc. and during other unfavourable construction conditions. No field activities shall be performed by the Contractor under conditions which might adversely affect the quality and efficiency thereof, unless special precautions or measures are taken by the Contractor in a proper and satisfactory manner in the performance of such Works with the concurrence of the Engineer. Such unfavourable construction conditions will in no way relieve the Contractor of his responsibility to perform the Works as per the Schedule.

#### 43.0 PROTECTION OF MONUMENTS AND REFERENCE POINTS

- 43.1 The Contractor shall ensure that any finds such as relic, antiquity, coins, fossils, etc. which may come across during the course of performance of his Works either during excavation or elsewhere, are properly protected and handled over to the Engineer. Similarly the Contractor shall ensure that the bench marks, reference points, etc., which are marked either with the help of Engineer or by the Engineer shall not be disturbed in any way during the performance of his Works. If, any work is to be performed which disturb such reference the same shall be done only after these are transferred to other suitable locations under the direction of the Engineer. The Contractor shall provide all necessary materials and assistance for such relocation of reference points etc.

#### 44.0 WORK & SAFETY REGULATIONS

- 44.1 The Contractor shall ensure proper safety of all the workmen, materials plant and equipment belonging to him or to MVVNL or to others, working at the Site. The Contractor shall also be responsible for provision of all safety notices and safety equipment required both the by relevant legislations and the Engineer as he may deem necessary
- 44.2 The Contractor will notify well in advance to the Engineer of his intention to bring to the Site any container filled with liquid or gaseous fuel or explosive or petroleum substance or such chemicals which may involve hazards. The Engineer shall have the right to prescribe the conditions, under which such container is to be stored, handled and used during the performance of the works and the Contractor shall strictly adhere to and comply with such instructions. The Engineer shall have the right at his sole discretion to inspect any such container or such construction plant/equipment for which material in the container is required to be used and if in his opinion, its use is

not safe, he may forbid its use. No claim due to such prohibition shall be entertained by the Owner and the Owner shall not entertain any claim of the Contractor for additional safety provisions/conditions to be provided for/constructed as per the Engineer's instructions.

- 44.3 Further, any such decision of the Engineer shall not, in any way, absolve the Contractor of his responsibilities and in case, use of such a container or entry thereof into the Site area is forbidden by the Engineer, the Contractor shall use alternative methods with the approval of the Engineer without any cost implication of MVVNL or extension of work schedule.
- 44.4 Where it is necessary to provide and/or store petroleum products or petroleum mixtures and explosives, the Contractor shall be responsible for carrying out such provision and/or storage in accordance with the rules and regulations laid down in Petroleum Act 1934, Explosives Act, 1948, and Petroleum and Carbide of Calcium Manual published by the Chief Inspector of Explosives of India. All such storage shall have prior approval of the Engineer. In case, any approvals are necessary from the Chief Inspector (Explosives) or any statutory authorities, the Contractor shall be responsible for obtaining the same.
- 44.5 All equipment used in construction and erection by Contractor shall meet Indian/International Standards and where such standards do not exist, the Contractor shall ensure these to be absolutely safe. All equipments shall be strictly operated and maintained by the Contractor in accordance with manufacturer's operation Manual and safety instruction and as per Guidelines/Rules of MVVNL in this regard.
- 44.6 Periodical Examinations and all tests for all lifting/hoisting equipment & tackles shall be carried-out in accordance with the relevant provisions of Factories Act 1948, Indian Electricity Act 1910 and associated Laws/Rules in force from time to time. A register of such examinations and tests shall be properly maintained by the Contractor and will be promptly produced as and when desired by the Engineer or by the person authorized by him.
- 44.7 The Contractor shall be fully responsible for the safe storage of his and his sub-contractor's radioactive sources in accordance with BARC/DAE Rules and other applicable provisions. All precautionary measures stipulated by BARC/DAE in connection with use, storage and handling of such material will be taken by Contractor.
- 44.8 The Contractor shall provide suitable safety equipment of prescribed standard to all employees and workmen according to the need, as may be directed by the Engineer who will also have right to examine these safety equipment to determine their suitability, reliability, acceptability and adaptability.
- 44.9 Where explosives are to be used, the same shall be used under the direct control and supervision of an expert, experienced, qualified and competent person strictly in accordance with the Code of Practices/Rules framed under Indian Explosives Act pertaining to handling, storage and use of explosives.

- 44.10 The Contractor shall provide safe working conditions to all workmen and employees at the Site including safe means of access, railings, stairs, ladders, scaffoldings, etc. The scaffoldings shall be erected under the control and supervision of an experienced and competent person. For erection, good and standard quality of material only shall be used by the Contractor.
- 44.11 The Contractor shall not interfere or disturb electric fuses, wiring and other electrical equipment belonging to the Owner or other contractors under any circumstances, whatsoever, unless expressly permitted in writing by MVVNL to handle such fuses, wiring or electrical equipment.
- 44.12 Before the Contractor connects any electrical appliances to any plug or socket belonging to the other Contractor or Owner, he shall:
- a) Satisfy the Engineer that the appliance is in good working condition:
  - b) Inform the Engineer of the maximum current rating, voltage and phases of the appliances;
  - c) Obtain permission of the Engineer detailing the sockets to which the appliances may be connected.
- 44.13 The Engineer will not grant permission to connect until he is satisfied that;
- a) The appliance is in good condition and is fitted with suitable plug;
  - b) The appliance is fitted with a suitable cable having two earth conductors, one of which shall be an earthed metal sheath surrounding the cores.
- 44.14 No electric cable in use by the Contractor/Owner will be disturbed without prior permission. No weight of any description will be imposed on any cable and no ladder or similar equipment will rest against or attached to it.
- 44.15 No repair work shall be carried out on any live equipment. The equipment must be declared safe by the Engineer and a permit to work shall be issued by the Engineer before any repair work is carried out by the Contractor. While working on electric lines/equipment whether live or dead, suitable type and sufficient quantity of tools will have to be provided by Contractor to electricians/workmen/officers.
- 44.16 The Contractors shall employ necessary number of qualified, full time electricians/Electrical Supervisors to maintain his temporary electrical installations.
- 44.17 The Contractor employing more than 250 workmen whether temporary, casual, probationer, regular or permanent or on contract, shall employ at least one full time officer exclusively as safety officer to supervise safety aspects of the equipment and workmen, who will coordinate with the Project Safety Officer. In case of work being carried out through sub-contractors, the sub-contractor's workmen/employees will also be considered as the Contractor's employees/workmen for the above purpose.

- 44.18 The name and address of such Safety Officer of Contractor will be promptly informed in writing to Engineer with a copy of Safety Officer before he starts work or immediately after any change of the incumbent is made during currency of the Contract.
- 44.19 In case any accident occurs during the construction/erection or other associated activities undertaken by the Contractor thereby causing any minor or major or fatal injury to his employees due to any reason, whatsoever, it shall be the responsibility of the Contractor to promptly inform the same to the Engineer in prescribed form and also to all the authorities envisaged under the applicable laws.
- 44.20 The Engineer shall have the right at his sole discretion to stop the work, if in his opinion the work is being carried out in such a way that it may cause accidents and endanger the safety of the persons and/or property, and/or equipment. In such cases, the Contractor shall be informed in writing about the nature of hazards and possible injury/accident and he shall comply to remove short-comings promptly. The Contractor after stopping the specific work can, if felt necessary, appeal against the order of stoppage of work to the Engineer within 3 days of such stoppage or work and decision of the Engineer in this respect shall be conclusive and binding on the Contractor.
- 44.21 The Contractor shall not be entitled for any damages/compensation for stoppage of work due to safety reasons as provided in para 28.18 above and the period of such stoppage of work will not be taken as an extension of time for completion of work and will not be the ground for waiver of levy of liquidated damages.
- 44.22 It is mandatory for the Contractor to observe during the execution of the works, requirements of safety rules which would generally include but not limited to following:

Safety Rules:

- a) Each Employee shall be provided with initial indoctrination regarding safety by the Contractor, so as to enable him to conduct his work in a safe manner.
- b) No employee shall be given a new assignment of work unfamiliar to him without proper introduction as to the hazards incident thereto, both to himself and his fellow employees.
- c) Under no circumstances shall an employee hurry or take unnecessary chance when working under hazardous conditions.
- d) Employees must not leave naked fires unattended. Smoking shall not be permitted around fire prone areas and adequate fire fighting equipment shall be provided at crucial locations.
- e) Employees under the influence of any intoxicating beverage, even to the slightest degree shall not be permitted to remain at work.
- f) There shall be a suitable arrangement at every work site for rendering prompt and sufficient first aid to the injured.



- g) The staircases and passageways, shall be adequately lighted.
  - h) The employees when working around moving machinery must not be permitted to wear loose garments. Safety shoes are recommended when working in shops or places where materials or tools are likely to fall. Only experienced workers shall be permitted to go behind guard rails or to clean around energized or moving equipment.
  - i) The employees must use the standard protection equipment intended for each job. Each piece of equipment shall be inspected before and after it is used.
  - j) Requirements of ventilation in underwater working to licensed and experienced divers, use of gum boots for working in slushy or in inundated conditions are essential requirements to be fulfilled.
  - k) In cases or rock excavation blasting shall invariably be done through licensed blasters and other precautions during blasting and storage/transport of charge material shall be observed strictly.
- 44.22 The Contractor shall follow and comply with all MVVNL Safety Rules, relevant provisions of applicable laws pertaining to the safety of workmen, employees, plant and equipment as may be prescribed from time to time without any demur, protest or contest or reservation. In case of any discrepancy between statutory requirement and MVVNL Safety Rules referred above, the later shall be binding on the Contractor unless the statutory provisions are more stringent.
- 45.0 OWNER SUPPLIED MATERIALS
- 45.1 The list of equipment owned by MVVNL and existing in various substations which are to be dismantled, transported and re-erected elsewhere is given in the technical specification. The Contractor shall provide the services for dismantling, loading, transportation, unloading, handling, erection, testing and commissioning of the above equipment. The bidder shall quote their charges for the above services under the head of "Erection charge" in the relevant price schedule. All special tools, tackled, cranes etc. required for the above shall be arranged by the Contractor at his cost. The likely date of dismantling of the equipment at the existing substation site shall be incorporated in the PERT Network.