

# MADHYANCHAL VIDYUT VITRAN NIGAM LIMITED

## LUCKNOW



Tender Specification  
No. 09-CE(LZ)/2012-13

Due Date of Opening

Ist Part	-	11.02.2013
IInd Part	-	To be notified to the technically suitable bidders

Chief Engineer (D)  
LUCKNOW ZONE  
LUCKNOW

Tele. : 0522-2473714  
Fax : 0522-2473715

# **MADHYANCHAL VIDYUT VITRAN NIGAM LIMITED**

## **BID DOCUMENT**

**Against Tender specification No. 09-CE(LZ)/2012-13**

**ENGAGEMENT**

**OF**

**Photocopy Machine for photocopy work**

**IN**

**The Office of Chief Engineer(Lucknow Zone)**

# मध्यांचल विद्युत वितरण निगम लिमिटेड

## लखनऊ क्षेत्र, लखनऊ

### निविदा सूचना 09-मु0अ0(ल0क्ष0)/2012-13

इलेक्ट्रोस्टेट कार्य (कुल अनुमानित मात्रा 2 लाख) के निष्पादन हेतु मुहरबंद निविदायें दो भाग में आमंत्रित की जाती हैं, जिसके प्रथम भाग में धरोहर धनराशि, अर्हतायें, कागज के नमूने आदि का विवरण हो तथा द्वितीय भाग में स्पेशीफिकेशन एवं दरें। लिफाफे के ऊपर प्रथम भाग एवं द्वितीय भाग अंकित होना चाहिये। निविदा दिनांक 11.02.2013 को 13:00 बजे तक प्राप्त की जायेगी तथा उसी दिन 15:30 बजे सार्वजनिक रूप से खोली जायेगी। धरोहर धनराशि रू0 1000.00 मात्र राष्ट्रीयकृत बैंक द्वारा जारी एफ0डी0आर0/रेखांकित बैंक ड्राफ्ट के रूप में जो "Administrative Officer to GM (LZ), UPPCL, Lucknow" के नाम देय अथवा पक्ष में बंधक हो, को प्रथम भाग में देना अनिवार्य होगा, जिसके अभाव में निविदा दरें नहीं खोली जायेगी। निर्धारित तिथि में अवकाश घोषित होने की दशा में निविदायें अगले कार्य दिवस में बिक्री/प्राप्त/खोली जायेगी।

निविदा प्रपत्र किसी भी कार्य दिवस में कार्यालय से निविदा मूल्य रू0 112.00 मात्र रेखांकित बैंक ड्राफ्ट के रूप में जो "Administrative Officer to GM (LZ), UPPCL, Lucknow" के नाम देय होगा, को प्रस्तुत करने पर दिनांक 11.02.2013 के दोपहर 12:00 बजे तक प्राप्त किये जा सकते हैं अथवा निविदा प्रपत्र मध्यांचल विद्युत वितरण निगम की वेबसाइट [www.mvvn1.org](http://www.mvvn1.org) से भी डाउन लोड किया जा सकता है। वेबसाइट से डाउनलोड किये गये निविदा प्रपत्र हेतु निर्धारित निविदा मूल्य निर्धारित प्रारूप में निविदा भाग-प्रथम के साथ एक अलग लिफाफे में बन्द करके लिफाफे पर "निविदा मूल्य" लिखकर लगाना आवश्यक है अन्यथा कि स्थिति में निविदादाता का निविदा प्रपत्र भाग-एक नहीं खोला जायेगा। निविदाकर्ता को बिना कारण बताये एक अथवा सभी निविदायें निरस्त करने का अधिकार सुरक्षित है।

मुख्य अभियन्ता (ल0क्ष0)

## **Special Terms & Conditions against Tender Specification No. 09-CE(LZ)/2012-13 for Electro state work.**

- 1.0 These special terms and conditions shall be read and construed alongwith the general conditions of the contract Form 'A' modified by provisions hereof but if there is any constrained in the general condition of Form 'A' and provisions contained in these special conditions shall prevail.
- 1.1 The Tender shall be submitted in two parts each part shall be kept in double covers, inner ones being sealed.
- A) Tender bid Part-I
- i) This part shall contain the earnest money amounting to Rs.1000/- in the form of FDR/TDR/Demand Bank Draft from any nationalized Bank in favour of Administrative Officer to GM(LZ), UPPCL, Lucknow and technical, commercial terms & condition including documents of Pre-qualifying requirements mentioned in the tender/specification. This envelope shall be super scribed "Tender Bid Part-I (Earnest Money, technical & commercial conditions) against tender specification No.09-CE(LZ)/2012-13 due for opening on 11.02.2013 at 15.30 PM.
- ii) Offers without earnest money shall not be considered under any circumstances.
- B) Tender Bid Part-II
- This part shall contain only price schedules as per schedule 'Q' the covers containing this part of the tender bid shall be super scribed Tender Bid Part-II (Prices) against tender specification No. 09-CE(LZ)/2012-13 due for opening on 11.02.2013 at 15.30 PM.
- C) i) Both the above parts shall be kept in one big sealed envelope and super scribed on the top as under:  
Tender against specification No. 09-CE(LZ)/2012-13 due for opening on 11.02.2013. The name of the tenderer and his address should be clearly indicated on this big sealed envelope.
- ii) Besides other relevant information following schedules be filled in and must also accompany the tender bid part-I (technical & commercial)
- a) Tender form (Schedule A)
- b) Declaration (Schedule C)
- c) Application for execution of works Part-I
- d) Sample of the photo copy paper
- 2.0 The scope of work includes for Electro State (photo copy) the period as mentioned in price schedule "Q" which shall be started from the date of signing of the contract.
- 3.0 The price in price schedule 'Q' should be net inclusive of all charges including Century make photo state paper.
- 4.0 In case the contractor withdraws the order on his own, during the contract period, the 10% security deposited by the firm shall be forfeited, if contractor leave the job without any specific reason.
- 5.0 The Photo copy paper to be used must of century make or better quality. The make & specification must also be mention in schedule 'Q'.
- 6.0 The contract period shall be initially for a period of 12 months or total quantity ordered which ever is later but may be extended for a period of 6 months at the discretion of corporation on the same rates and terms and conditions.

- 7.0 The instructions of Chief Engineer Incharge of the contract shall have to be followed. Contractor shall have to depute a supervisor for the same work who shall be in close touch with the Incharge of contract for receiving instructions from time to time if any.
- 8.0 If Electro state machine of the contractor is out of order then it will be his responsibility to get the work done from any other place.
- 9.0 If work is not satisfactory then the CE(LZ) may cancel the order with out any prior information to the contractor.

### **TERMS OF PAYMENT**

1. Payment shall be made on presentation of running bill in duplicate by the contractor each month.
2. Total 10% of the work value shall be deposited in the form of bank draft/FDR pledged in favor of Administrative Officer to GM(LZ), UPPCL, Lucknow.
3. Income tax shall be deducted from each running bill as applicable from time to time.
4. Service tax shall be quoted separately along with the rate which shall be paid by MVVNL/UPPCL with the monthly bills and the same shall be deposited with the competent authority by the contractor himself and the contractor shall make available necessary documents regarding payment of service tax to the excise department on demand.
5. Any dispute arising out of any of the reasons mentioned above during the pendency of the contract between purchaser/contractor, the decision of Chief Engineer (L.Z.) shall be final and binding on both parties.
6. Other terms and conditions shall be as per UPPCL form 'A' for general conditions for the supply of plant and the execution of works in connection with schemes in MVVNL/UPPCL.

**APPLICATION FOR EXECUTION OF WORKS 2013**  
**PART-I**

**CHIEF ENGINEER(LUCKNOW ZONE),MVVNL,  
95-98, INDRALOK HYDEL COLONY,  
KRISHNA NAGAR,  
LUCKNOW.**

Sir,

The following certificates and information's are being furnished for your kind consideration and necessary action.

It is certified that :-

- I- We, have thoroughly read the enclosed general instruction and terms and conditions as laid out in Annexure-I, as applicable for the tender, and all the conditions as mentioned therein are acceptable to me/us.
- II- Earnest money worth Rs. 1000.00 only in the form of bank draft payable in favour of Administrative Officer to GM(LZ), UPPCL, Lucknow is enclosed herewith alongwith draft for tender fees of Rs. 112/- (Where the tender document has been downloaded from the website).
- III- Copy of the Income tax Return for the last three financial years are enclosed herewith.
- IV- Experience certificates of such type of works is/are enclosed.
- V- Copy of the registration certificate with the Excise Department Govt.of India under service Tax 1994 is enclosed.
- VI- The instructions of corporation shall be complied by me/us.
- VII- The permanent Address .....

.....  
.....  
Local Address.....  
.....

Encl:As above.

Yours faithfully

Signature of  
Tenderer with seal

## **Rate Schedule Q (Price Bid)**

### **Part-II**

Tender No.09-CE(LZ)/2012-13 for Electro state work for Distribution Zone, MVVNL, Lucknow.

<b>Sl. No.</b>	<b>Particulars of Electro state work</b>	<b>Quantity</b>	<b>Rates including electro state paper, taxes &amp; duties etc. (in Rs.)</b>
1	2	3	4
01	A-4 Size	2,00,000 Copies	

**Signature of Tenderer**

# FORM 'A'

## GENERAL CONDITIONS FOR THE SUPPLY OF PLANT AND THE EXECUTION OF WORKS IN CONNECTION WITH SCHEMES IN MADHYANCHAL VIDYUT VITARAN NIGAM LTD.

1. In constructing these general conditions and the annexed specification, the of follow words shall have the meaning here in assigned to them unless there is anything in the subject context in consistent with such construction. *Definition of terms*

“The Purchaser” or the Board shall mean the M.V.V. Nigam Ltd. and shall include successors and assigns.

The “Contractor” shall mean the Tenderer whose tender shall be accepted by the purchaser and shall include such Tenderer’s heirs, legal representatives 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 submitted 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 in case of such officer has been so appointed, the purchaser or his duly authorized representative.

“Plant”, “Equipment”, “Material”, ‘Work’ 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, Form or Tender, covering Letter, Schedule of Prices, or the final 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 an other place in Uttar Pradesh where work is to be executed under the Contract.

“Test on Completion” shall mean such test as are prescribed by the Specification to be made by the contractor 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 printed statement under or over signature or seal 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.

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 particular of these General Conditions or of the Specifications, he shall, before signing the Contract, set forth the particulars thereof and submit them to the Engineer in writing in order that such doubt may be removed. *Contractor to inform himself fully*

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. *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 Board's name.

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

4. Contractor shall submit in duplicate, to the Engineer for his approval, drawings of: *Contract General Arrangement of the works to be carried out and of such detailed drawings other than: Drawings* 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 of such drawings, three sets in ink on tracing cloth or ferrographic 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 whatsoever except by the written permission of the Engineer as herein after provided. During the execution of the works one of the sets 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 Engineers shall supply in addition copies of any drawings other than shop drawing which may be reasonably required for the purpose of the Contract and may make a reasonable charge 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, drawing of any portion of the work. *Mistake in*

5. The Contractor shall be responsible for and shall pay for any alterations of the work *Drawings* to any discrepancies, errors and omission in the drawings or other particulars supplied by ----- 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

6. The Contractor shall not, without the consent, in writing of the Engineer or Purch *Subletting of* which shall not be unreasonably withheld assign or sublet his Contract, or any substantial part *Contract* of other than for raw materials for minor details, or for any part of the work of which the materials are named in the Contract, provided that any such consent shall not relieve the Contractor from any obligation, duty, or responsibility under the contract.

7. In the event of any claim or demand being made or action being brought against *Patent rights* Purchaser for infringement or alleged infringement of 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 of such machine plant work or thing the Contractor will indemnify the Purchaser against such claim or demand and all cost 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 any 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.

7. (A) The Contractor shall train at his works Engineer/Engineers of the Purchaser in 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 the Contractor on the form appended hereto. *Training of Engineers*

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

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

10. The cost of delivering the whole of the material f.o.r. at the railway station specified 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. *Delivery*

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 work for the accommodation and production of foot-passenger or other traffic and of the works and occupancies of adjacent property and of the public. *Fencing and lighting for works and 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 of transmission lines and in case Contractor fail to make such provision made by him is considered by the Purchaser to be inadequate, the Purchaser may make such provision or further provisions as he may consider necessary and charge the cost thereof to the Contractor. *For transmission lines*

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 whatsoever 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 imperfection are attributable to the Contractor or his workmen or servants, 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.

12. No alterations, amendments, omission, additions, suspensions or variations of the work (hereinafter referred to as "Variation") under the Contract as shown by the drawings of 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 obligation 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 have been given in writing by the Engineer. *Power of vary or omit work*

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 thereof as he shall think 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 per cent thereof.

In every case in which the Contractor shall receive instructions from the Engineer for 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 reasonable possible after receipt of such instructions, inform the Engineer of such claim for additional payment.

13. If the Contractor shall neglect to execute the work with due diligence and expediency 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 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 out of the Contractor's hands and give it to another person on contract at a reasonable price or provided any other materials, tackles or labor 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 materials, 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 be necessary to, 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 the Purchaser may recover it from the Contractor in any lawful manner or the Purchaser may sell and 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 cost 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 guarantee as 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 the Purchaser could have under the preceding 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 at all reasonable times the access to the Contractor'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 objection 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.

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 *Test* of the date on which the material is notified as being ready, failing which visit the Contractor *Contractor's* proceed with tests which shall be deemed to have been done in the Engineer presence, and he *premises* forth-with forward to the Engineer duly certified copies of test 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 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.

In all cases where the Contract provide for test on the site the Purchaser, except where otherwise specified, shall provided 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 *Delivery of* Contract. In the case of the contractor requiring electricity for test on site such electricity sha *Plant* supplied to the Contractor in the most convenient form available.

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

17. The suitable access to and possession of the site shall be afforded to the Contractor by the Purchaser in reasonable time and Purchaser shall have any foundations to be provided by him ready when required by the Contractor. Where a 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 o *Only applicat* such time as the Purchaser may approve and so as not enter unnecessarily with the conduct o *to complete* Purchaser's business, but, the Purchaser shall give the Contractor all reasonable facilities *Erection* carrying out the work. *Contract*

No person other than Contractor, Sub-Contractor, and workmen and the Contractor's duly authorized agent shall, except with the special permission in writing or 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 al all times be accorded to the Engineer and his representatives and other authorized officials or representative of the Purchaser.

*Engineer's  
supervision*

The Contractor shall permit the execution of 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 the execution of their several works simultaneously 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.

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 Contractor shall be responsible for the correctness of the positions, levels and dimensions of work according to the drawings, notwithstanding that he may have been assisted by the Engineer in setting out the same. *Engineer's decision*

19. In respect of all matters which are left to the decision of the Engineer, including granting or withholding of certificate, the Engineer shall if required to do so by the Contractor given in writing a decision thereon 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 hereinafter contained but subject to this right of reference to arbitration such decision shall be final and binding on the Contractor. *Contractor's representative and workmen*

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 representative, or if more than one shall be employed then one of such representative, shall be present on the site during working hours, and any written orders or instructions which the Engineer or his duly authorized 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.

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 shall in his opinion misconduct himself or be incompetent or negligent and the Contractor shall remove the person so objected upon receipt from the Engineer of notice in writing requiring him to do so and shall provide in place a competent representative at the Contractor's expense. *Liability for accidents and damage*

The purchaser shall provide suitable living accommodation on the site for, the use of the contractor's representative unless the contractor exempts him from this 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 any such loss, damage or 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 circumstance over which the Contractor has no control or shall his total liability for loss, damage or injury in this clauses exceed the total value of 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 are 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 the 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 necessary policy of insurance to cover such indemnity. *Only applicable erection contract 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 settlement 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 reasonable and available assistance for any such purpose.

22. The Contractor shall insure the plant and shall keep it insured against loss by theft, destruction or damage by fire, flood under exposure to the weather, or through riot, commotion, war or rebellion for the full value of the plant from the time of delivery of the plant from 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. *Replacement of defective work or materials*

23. If during the progress of the work the Engineers 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 defect 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, 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. *Deductions from Contract price*

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 by him to the contractor under the Contract, or may be recovered by such other means as may be provided in the Contract. *Terms of payment*

Any sum of money due and payable, to the contractor (including security deposit return 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 f.o.r. Contract value of the plant in rupee on receipt by the purchaser of the Contractor's invoice giving the number and date railway receipt covering the dispatch of the plant from Indian Port and of the advice for giving case number and contents together with a certificate by the Contractor to the effect that the plant detailed in the said advice note has actually been dispatched under the said railway receipt 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 of 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 invoices submitted by the Contractor supported by the certificate of the Engineer.

(2) If the time at which either of the installments due under sub clauses (b) and (c) of clause (1) here of 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 the provisions of clause 36 become due upon such minor defects being made good.

(3) If the Purchaser desires that the plant of any portion thereof should not be dispatched by the Contractor when it is due for dispatch by the Contractor shall store such plant or portion at his works and be responsible for all 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 Bank of India on 80 percent of the Contract value of the plant or portion thereof so stored for period from the date on which the said plant or portion become due and is ready for shipment the date on which it is actually shipped. *Provisional Sums*

25. A-In the event of the supplier contractor/company/not being able to supply the 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 advanced in accordance with the clause 25 from the supplier/contractor/company and from his/its assets.

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 or for work to be done or material to be supplied by a Sub Contractor, such sum shall be expended 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 only a part thereof be used then the whole or the part not used as the case may be, shall be deducted from the Contract 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 net sums paid to the Sub-Contractor on account of such materials or work and a sum equal to 10 percent of such nett sum allowed as Contractor's profit shall be deemed to 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 materials or execution of their several works simultaneously with his own and shall within fourteen days after the Engineer has requested him in writing so to do pay the dues of such Sub-Contractor 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. *Certificate of Engineer*

27. Every application to the Engineer for 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 Engine accordance with the Contract shall be issued within fourteen days if possible or for other than first payment within such time of application for the same as is reasonably necessary communication with the site. *Due dates of Payment*

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. *Certificates not to affect rights of the Purchaser or Contractor*

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

29.(I) 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 approval of the work done or of the materials supplied.

(2) No certificate of the Engineer shall create liability in the Purchaser to pay for any alteration, amendments, variations or additional 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 to indemnify the Purchaser nor shall any such certificate not the acceptance by him of any sum paid on account or other *Suspension of Works*

affect or prejudice the rights of the Contractor against the Purchaser under this Agreements or under the law.

30. The Purchaser shall pay to the Contractor all reasonable expenses incurred by the Contractor by reasonable expenses incurred by the Contractor by reason of suspension to 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.

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

In all cases in which progress shall be delayed by strike, fire, accident, defective mater delay in approval of drawing or cause 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 ½ (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 acceptance under case 35, and such 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 tests as to performance and Completion guarantees to be held over unit 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 all reasonable expenses to which he may be put by such tests.

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 contractor notice setting forth particulars of such defects or failure, and the Contractor shall fix with make the defect good., or alter the same to make it, comply, with the requirements of the Contract. If the Contractor fail to do so with a reasonable time, the Purchaser may reject *Rejection of Defective plant* 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 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 a reasonable and proper manner for a time reasonably sufficient to enable him to obtain a replacement plant. During the period the rejected plant is used commercially the Contractor : *Taking over* be entitled to a reasonable sum as payment for such use.

35. Where the specification call 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 Engineer shall forth with 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 on month of notice by the Contractor to the Purchaser of the Plant being ready for 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 expense, make the side test during the maintenance period and accept as aforesaid under the same obligation as specified in clause 33.

The Engineer shall not delay the issue of any taking over Certificate contemplated by this clause on account of minor deficiencies of material or 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 with *Maintenance* plant is taken over deemed to have been taken over under clause 25(called "the mainten 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 of the plant are promptly returned to the Contractor's works 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 palnt so replacement of renewal or until the end of the above mentioned period of twelve months whichever 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 or 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 the maintenance period the Contractor's liability shall cease 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.

37. The Purchaser shall throughout the continuance of the Contract in respect of all matters arising in the performance thereof, serve all notices and obtain all consent, way leaves apprc *Regulations* and permission required in connection with the regulation and by laws of any local or c *of Local* authority which shall be applicable to the works. *Authorities*

All work shall be execute in accordance with the Indian Electricity Rules, 1956 and statutory modification thereof, wherever are applicable, under otherwise agreed to in writing by ---- Engineer.

38. If any dispute, difference or controversy shall at any time arise between the Contr: *Arbitration* on the one hand and the M.V.V. Nigam Ltd. and Engineer of the Contract on the other | Contract, or as 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 payment for the same, or as to the true intent, meaning, interpretation construction or effect of the clause of the contract specification or drawings 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 Managing Director M.V.V. Nigam Ltd. or any other person nominate by him on this behalf and his decision in writing shall be final binding and convulsive. This submission shall be deemed to be a submission to arbitration modification thereof. The arbitrator may form time to time with consent of the parties, enlarge the time for making and publishing the award.

Upon every or any such reference, the cost 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 and to whom in what manner the same shall be borne and paid

Work under the contractor shall, if reasonable, continue during the arbitration proceeding and no payment due or payable by the Corporation shall be withheld on account of proceeding. In case of refusal/neglect by such nominee Managing Director Madhyanchal Nigam Ltd. 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 Lucknow Bench.

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 respect be constructed and operated as Construction Contract as defined in the Indian Contract Act, 1972, and all the payments of Contract there under shall be made in the 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.

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**PROFORMA OF BANK GUARANTEE  
FOR BID GUARANTEE  
(To be stamped in accordance with stamp act)  
The non-Judicial stamp paper should be in the name of issuing bank**

Ref.....

Bank Guarantee.....

Date.....

To

**THE CHIEF ENGINEER (D) ,  
LUCKNOW ZONE.  
MADHYANCHAL VIDYUT VITRAN NIGAM LIMITED.  
LUCKNOW.**

Dear Sirs,

In accordance with Invitation to bid under your specification No..... M/s  
..... having its Registered/Head Office at..... (hereinafter  
called the 'Bidder') wish to participate in the said Bid or..... and you, as a special  
favour have agreed to accept an irrevocable and unconditional Bank Guarantee for an amount of  
..... valid up to ..... on behalf of Bidder in lieu of the Bid  
deposit required to be made by the bidder, as a Condition precedent for participation in the Said Bid.

We, the..... Bank at.....having our Head Officer at  
..... (local address) guarantee and undertake to pay immediately on demand  
by     uttar     Pradesh     Power     Corporation     Ltd.     the     Amount     of  
.....  
.....(in words & figures)  
without any reservation, protest demur and recourse. Any such demand made by said 'Owner' Shall be  
conclusive and binding on us irrespective of any dispute or difference raised by the Bidder.

This Guarantee shall be irrevocable and shall remain valid up to and including .....@  
..... If any further extension of this guarantee is required, the same shall be  
extended to such required period (not exceeding one year) on receiving instruction from M/s  
..... on whose behalf this guarantee is issued.

In witness whereof the Bank through its authorised officer has set its hand and  
stamp on this..... day of .....20..... at .....

**WITNESS ;**

.....  
(Signature)

.....  
(Name)

.....  
(Official Address)

.....  
(Signature)

.....  
(Name)

.....  
(Official Address)

1. This date shall be thirty (30) days after the last date for which the bid is valid.

**PROFORMA OF BANK GUARANTEE  
FOR BID GUARANTEE  
(To be stamped in accordance with stamp act)**

Ref .....

Bank Guarantee.....

Date.....

To  
THE CHIEF ENGINEER (D) ,  
LUCKNOW ZONE.  
MADHYANCHAL VIDYUT VITRAN NIGAM LIMITED.  
LUCKNOW.

Dear Sirs,

In consideration of Uttar Pradesh Power Corporation Ltd. (hereinafter to as the 'Owner'. which expression shall unless repugnant to the contest or meaning there of include its successors, administrators and assigns) having awarded to M/s..... with its registered/Had office at .....(hereinafter referred to as 'Contractor' which expression shall unless repugnant to the context or meaning thereof, include its successors administrators, executors and assigns), a Contract by issued of Owner's Letter of Award No .....dated..... and the same having been acknowledged by the Contractor resulting in a Contract bearing No ..... dated ..... valued at.....for.....(scope of contract) and he Contactor having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire Contract equivalent to ..... being (%) percent) of the said value of the Contract to the Owner.

We .....

(Name & Address)

having its Head Office at ..... (hereinafter referred to as the 'Bank'. which experssion shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the Owner, on demand any all monies payable by he Contractor to he extent of ..... as aforesaid at any time upto ..... \*\* ..... (days/month/year) without any demur, reservation, contest, recourse or protest and/or without any reference to the Contractor.

Any such demand made by the Owner on the bank shall be conclusive and binding notwithstanding any difference between the Owner the Contractor or any dispute pending before any Court Tribunal Arbitrator or any other authority. The Bank undertakes not to revoke this guarantee during its currency without previous consent of the Owner and further agrees that the guarantee herein contained shall continue to be enforceable till the Owner discharges this guarantee.

The Owner shall have the fullest liberty without affecting in any way the liability of the Bank under the guarantee, from time to time to extend the time for performance or the Contract by the Contractor. The Owner shall have the fullest liberty without affecting this guarantee, to postpone from time to time the exercise of any power vested in them or of any right which they might have against the Contractor and to exercise the same at any time in any manner and either to enforce or to forbear to enforce any covenants, contained or implied in the Contract between the Owner and the Contractor or any other course or remedy or security available to the Owner. The Bank shall not be released to its obligations under these presents by any exercise by the Owner of its liberty with reference to the matters aforesaid or any of them or by reason of any other act of omission or commission on the part of the owner or any other indulgences shown by the Owner or by any other act or thing whatsoever which under law would, but for this provision have the effect of relieving the Bank.

The bank also agrees that the Owner at its option shall be entitled to enforce this guarantee against the Bank as a principal debtor in the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee the Owner may have in reaction to the Contractor's liabilities.

Notwithstanding anything contained herein above our liability under this guarantee is restricted to ..... and it shall remain in force up to and including ..... and shall be extended from time to time for such period (not exceeding one year), as may be desired M/s ..... of whose behalf this guarantee has been given.

Dated this..... days of .....19.....at.

**WITNESS**

.....  
(Signature)

.....  
(Name)

.....  
(Official Address)

.....  
(Signature)

.....  
(Name)

.....  
(Official Address)

Attorney as per Power  
Of Attorney No .....  
Date .....

**PROFORMA OF LETTER OF UNDERTAKINGS  
(To be submitted by the Bidder alongwith his Bid)  
(To be executed on non-judicial paper of requisite value)**

Ref.:

Date :

To  
**THE CHIEF ENGINEER (D) ,  
LUCKNOW ZONE.  
MADHYANCHAL VIDYUT VITRAN NIGAM LIMITED.  
LUCKNOW.**

Dear Sir,

1. I/we\* have read and examined the following Bidding Documents relating to the ..... (full scope of work)
  - a) Notice Inviting Tender
  - b) ‘General Terms & Conditions of Contract
  - c) Technical Specifications.

1. I/We\* hereby submit our Bid and undertake to keep our Bid Valid for a penod 180 days from the date of opening part-II of Bid .

This undertaking is in consideration of UPPCL agreeing to open my Bid ad consider and evaluate the same for the purpose of award of Work in terms of provisions of clause given in Tender Documents.

Should this Bid be accepted I/We\* also agree to abide by and fulfill all the terms & conditions of provisions of the above mentioned Bidding Documents.

Signature alongwith Seal of Co.....  
(Duly authorised to sign the Tender on behalf of the Contractor)  
Name .....  
Designation.....  
Name of Co .....

(In block letter)

**WITNESS**

Signature .....

Date & Postal Address

Date .....

Name & Address .....

.....

Telegraphic Address .....

.....

.....

Telephone No.....

Telex No. ....

\*Strike out whichever is not applicable.