

**OFFICE OF THE SUPERINTENDING ENGINEER**  
**ELECTRICITY URBAN DISTRIBUTION CIRCLE, (VIII)**

**LESA, LESA BHAWAN,**  
**NEAR RESIDENCY,**  
**LUCKNOW-226018**

**SHORT TERM E-TENDER SPECIFICATIONS/ DOCUMENTS**

1. Tender No. : **27/EUDC(VIII)/2018-19**
2. Last Date of Online Submission : 26.07.2018 TILL 12:00 PM
3. Due date of opening. : 26.07.2018 AT 03:00 PM
4. Price of Tender form. : Rs. 295.00 (250 + 18% GST Rs.250+45=295.00)
5. Earnest Money : Rs.3000.00
6. Description of Work. : **For** "Deployment of 04 No Computer Operator and 01 No peon for official work in control Room for Dishonor Cell" at Dy. CAO office LESA (Cis-Gomti) Lucknow.

**The details of aforesaid E-Tender can be had in following enclosed Annexure-I to VII.**

1. Tender Notice/Extension (Annexure- I)
2. Tender Form (Annexure- II)
3. Tender Proforma (Annexure- III)
4. Proforma of Deviations (Annexure – IV)
5. General Instructions to Tenderers (Annexure-V)
6. Scope of Work & Special Terms & Conditions (Annexure-VI)
7. Bill of Quantity/Price Schedule (Annexure-VII)
8. General Terms and Conditions of Work Form- A

Encloser: As above

**Superintending Engineer**

## मध्योचल विद्युत वितरण निगम लिमिटेड अल्पकालिक ई-निविदा सूचना

अधोहस्ताक्षरी द्वारा अनुभवी एवं कार्य में दक्ष ठेकेदारों से दो भागों में अल्प कालिक ई-निविदा आमंत्रित की जाती है। निविदा के प्रथम भाग में आर0टी0जी0एस0/एन0ई0एफ0टी0 के माध्यम से जमा की गई निविदा मूल्य व धरोहर राशि के रसीद की छायाप्रति, वाणिज्यिक, तकनीकी, अनुभव आदि प्रपत्र (मात्र निविदा प्रपत्र पर ही) तथा द्वितीय-भाग में केवल मूल्य/दरें ई-पोर्टल [etender.up.nic.in](http://etender.up.nic.in) पर दिनांक 26.07.2018 समय 12:00 बजे तक अपलोड की जानी है। ई-निविदा का प्रथम भाग दिनांक 26.07.2018 समय 15:00 बजे अथवा उसके उपरान्त खोली जायेगी। निविदाओं के प्रथम भाग में (1) धरोहर राशि जो **EE,EUDD (Residency)** के खाते में जमा आर0टी0जी0एस0 का विवरण (2) जी0एस0टी0 में पंजीयन की प्रति (3) श्रम विभाग में पंजीकरण प्रमाण पत्र (4) वाणिज्यिक विद्या मे पंजीकृत वाहनो के पंजीयन की छायाप्रति (5) अनुभव संबंधी प्रमाण पत्रों/अनुबन्धों/आदेशों की छायाप्रतियां (6) शाख की पृष्टि हेतु अन्य प्रपत्र की स्कैण्ड प्रतियां निविदा के प्रथम भाग मे अपलोड करनी होंगी जिनके मूल्यांकन/संबंधित बैंक से पुष्टि के बाद उपयुक्त पायी गई निविदाओं के ही भाग-दो खोले जायेंगे। निविदा प्रपत्र मूल्य एवं, धरोहर राशि की धनराशि आर0टी0जी0एस0/एन0ई0एफ0टी0 द्वारा “अधिशासी अभियन्ता विद्युत नगरीय वितरण खण्ड-रेजीडेन्सी, लेसा, लखनऊ”के बैंक खाता संख्या- 1444100377, आई0एफ0सी0 कोड संख्या- **CBIN0280139, Central Bank of India, Hazratganj Lucknow** के पक्ष में जमा होनी चाहिये। बैंक जमा की साक्ष्य यथा योज्य यू0टी0आर0 संख्या पे-इन-स्लिप मूल की प्रति (इश्यूडस बैंक के कन्फरमेशन मेल की प्रति) ई-निविदा के प्रपत्रों के साथ आन-लाइन अपलोड की जायेगी। निविदा संबंधी समस्त जानकारी [www.mvvn.in](http://www.mvvn.in) पर भी अवलोकित की जा सकती है, परन्तु निविदा का प्रथम व द्वितीय-भाग [www.etender.up.nic.in](http://www.etender.up.nic.in) पर ही अपलोड किया जाएगा। निविदा के पुर्नप्रकाशन, अवधि विस्तारण, शुद्धिपत्र, संशोधन अथवा निरस्तीकरण की सूचना [www.mvvn.in](http://www.mvvn.in) एवं [www.etender.up.nic.in](http://www.etender.up.nic.in) पर ही प्रकाशित होगी। अद्योहस्ताक्षरी को बिना कोई कारण बतायें किसी अथवा सभी निविदाओं को निरस्त करने/संशोधन करने/विभिन्न फर्मों के मध्य विभक्त करने का अधिकार सुरक्षित है।

1. निविदा सं0 26/वि0न0वि0मं0(अष्टम)/ 2018-19: विद्युत नगरीय वितरण मण्डल अष्टम के अधीन आने वाले वितरण खण्ड रेजीडेन्सी मे 04 अदद कम्प्यूटर आपरेटरों की उपलब्धता हेतु। निविदा प्रपत्र का मूल्य रू0 295/-एवं धरोहर धनराशि रू0 3000.00
2. निविदा सं0 27/वि0न0वि0मं0(अष्टम)/ 2018-19: उपमुख्यलेखाधिकारी कार्यालय लेसा (सिस-गोमती जोन) मे 04 अदद कम्प्यूटर आपरेटर एवं 01 अदद अनुसेवक की उपलब्धता हेतु । निविदा प्रपत्र का मूल्य रू0 295/-एवं धरोहर धनराशि रू0 3000.00
3. निविदा सं0 28/वि0न0वि0मं0(अष्टम)/ 2018-19: विद्युत नगरीय वितरण खण्ड ठाकुरगंज के अधीन उपखण्ड अधिकारी बालाघाट एवं गरुघाट के विभागीय प्रयोगार्थ हल्का डीजल चलित वाहन (मय चालक के) की उपलब्धता हेतु। निविदा प्रपत्र का मूल्य रू0 295/-एवं धरोहर धनराशि रू0 3000.00
4. निविदा सं0 29/वि0न0वि0मं0(अष्टम)/ 2018-19: विद्युत नगरीय वितरण मण्डल अष्टम के अधीन आने वाले वितरण खण्ड चौक मे अधिशासी अभियन्ता, चौक एवं उपखण्ड अधिकारी नादान महल तथा विक्टोरिया हेतु एक-2 हल्का डीजल चलित वाहन की उपलब्धता हेतु । निविदा प्रपत्र का मूल्य रू0 295/-एवं धरोहर धनराशि रू0 5000.00
5. निविदा सं0 30/वि0न0वि0मं0(अष्टम)/ 2018-19: अधिशासी अभियन्ता, विद्युत नगरीय वितरण खण्ड रेजीडेन्सी के विभागीय प्रयोगार्थ हल्का डीजल चलित वाहन (मय चालक के)। निविदा प्रपत्र का मूल्य रू0 295/-एवं धरोहर धनराशि रू0 2000.00

“राष्ट्रहित मे बिजली बचायें”

अधीक्षण अभियन्ता  
विद्युत नगरीय वितरण मण्डल-अष्टम  
लेसा भवन, लखनऊ

## E-TENDER FORM

(To be filled & submitted by the Tenderer in Tender Bid Part –I)  
Short Team E-Tender Specification. No.27/EUDC(VIII)/2018-19

From:

To: **The Superintending Engineer,  
Electricity Urban Distribution Circle (VIII), LESA,  
Madhyanchal Vidyut Vitran Nigam Limited,  
LESA Bhawan, Residency,  
Lucknow.**

**SUB:- For** “Deployment of 04 No Computer Operator and 01 No peon for official work in control Room for Dishonor Cell” at Dy. CAO office LESA (Cis-Gomti) Lucknow, against Short term E-Tender No-27/EUDC/LESA/8/2018-19 due for opening on 26.07.2018 at 15:00 PM.

Sir,

With reference to your invitation to tender for the above I/We hereby offer to the Madhyanchal Vidyut Vitran Nigam Limited the items in the schedule of the prices and delivery annexed or such portion thereof as you determine in strict accordance with the annexed Special conditions of contract. Form "A" Specifications and schedule of price/ rates to the satisfaction of the purchaser and in default thereof to pay to UPPCL/ MVVNL the sum of money mentioned in the said conditions.

1. A sum of Rs.....as Earnest money shall be deposited through NEFT/RTGS in the Bank A/c. **No. 1444100377, IFSC CODE No. CBIN0280139, Central Bank of India, Hazratganj Lucknow branch of E.E., EUDD-Residency, LESA, Lucknow.** Full value of this shall be retained by UPPCL against the security Deposit Specified in the clause of the said conditions of contract.
2. I/We agree clauses to bind myself/our self that in the event the supply/work being awarded to me and if I/We us /fail to execute the same my/our earnest money will stand forfeited.
3. I/We agree to abide by this Tender for a period of.....days for finalization and further for a period of .....days for execution of supply/work in accordance with the conditions of contract.
4. I/We have been and full understood the work being tendered I/We have previous experience of doing similar work. Details of the same are enclosed in proof of my/our statement.
5. I/We also agree to execute the supply with in.....days from the date of contract is awarded to me/us or am/ are authorized by you in writing for taking –up the same formal execution of contract.
6. In case of any dispute I/We agree to abide by the decision of the Managing Director, MVVNL, Lucknow which shall be final and binding on me/us.

Yours faithfully,

Date:

Place:

**Signature of the Tenderer with Seal**

**Short Team E-TENDER PROFORMA**

(To be filled &amp; submitted by the Tenderer in E-Tender Bid Part –I)

**IMPORTANT INSTRUCTIONS TO THE TENDERERS**

**Your e-tender shall not be considered, if you fail to submit this proforma duly filled. Replies should be complete without ambiguity and should be clearly written against each item.**

Terms such as “Refer covering letter etc.” shall not be acceptable. You may, however, attach extra sheets, if the space is not sufficient.

<b>Sl. No</b>	<b>Particulars</b>	
1	Specification No. against which you have tendered	
2	Receipt No.& Date by which cost of tender Specification was deposited by you.	
3	Name & Address of the tenderer.	
4	Address of contractor	
5	Whether tenderer is Contractor or Petty Contractor with power of attorney of agents of manufacturer (authentic proof regarding agents of manufacturer to be enclosed	
6	Amount of earnest money deposited with full details be submitted here	
7	Type of Firm (i.e. propriory firm, Partnership firm, Pvt. Ltd. Firm, Public Ltd. Firm etc.)	
8	Quantity offered (If there are two or more items, state quantities separately with units)	
9	Do you agree to all conditions of Form - A/B tender specification & if not, state the modifications clearly in the schedule enclosed which you would desire in Form – A/B other terms & conditions (It may please be noted the it shall be entirely at the discretion of the competent authority to accept or reject the modifications proposed.)	
10	Pl. state clearly (answer Yes / No.), if you would agree to undertake the works in case the modifications as suggested under Sl. No. 8 is not acceptable to the corporation without imposing any further condition / conditions from the site.	
11	Name & Detailed address of your Authorized representative against this order / agreement	
12	Name & detailed address of tenderer/ proprietor / partners / Directors be given.	
13	Give two references who can certify your financial status & capability to undertake such supply order one of the reference should be schedule Bank of India.	
14	Do you confirm that are no typographical errors/ omissions in your tender & all other documents, forming part of the tender (answer Yes / No)	

**Cont...2**

: 2:

15	What is the validity period of your Tender?	
16	What is the completion / delivery period, pl. state if the completion is guaranteed under penalty ?	
17	What is your Completion period?	
18	Are you agreeable to the completion period being reckoned from the date of receipt of letter of acceptance by you ?	
19	Do you agree to furnish security deposit, if order is placed with you (Answer Yes / No) ?	
20	Give Details of License issued by Electricity Safety Directorate	
21	Pl. enclose the certified copy of the latest income tax clearance certificate/Income Tax return.	
22	Weather all the schedule & documents required have been submitted or not?	
23	What is your PAN No.	
24	What is your GST Reg. No.	
25	What is your Turn Over in Last Three year?	2015-16
		2016-17
		2017-18
26	What is your Bank A/c No. & Name of Bank.	
<b>TECHNICAL SPACIFICATIONS / PRICES :</b>		
27	Is the work/item offered is according to the specifications of the tendering authority.	
28	Pl. indicate clearly if the quoted prices are Firm & Firm in all respect throughout the currency of the contract / agreement.	
29	If the quoted rate are inclusive of any taxes / duties / other charges, give details of such taxes / duties / other charges, included & at the rate(s)	
30	Pl state, if you would claim any other charges over & above the prices as extra, which are not covered above. If Yes, Pl. state each separately indicating the amount in Rs. Against each per unit basis.	

**Date:**

**Signature of the Tenderer with Co. seal.**

**Place :**

(To be filled & submitted by the Tenderer in Short Team E-Tender Bid Part –I)

**DEVIATIONS FROM TERMS AND CONDITIONS OF E-TENDER DOCUMENT/ FORM "A" & OTHER TERMS & CONDITIONS OF UPPCL/MVVNL AGAINST TENDER NO. 27/EUDC(VIII)/2018-19 FOR OPENING ON. 26.07.2018 AT.15:00 HRS.**

I/We the undersigned have carefully examined {The General Conditions of contract form A and other terms & conditions of the tender specification} and I/We hereby confirm that all the terms & conditions contained in form A and other terms and conditions of tender specification under reference are acceptable to me/us with the following deviations:

Sl.No.	Description Clause No. etc.	Stipulated in UPPCL/ MVVNL	Deviation offered	Remark, if any
1	2	3	4	5

**Signature of contractor with seal**

**Date**

**Place:**

**Address:**

**Short Team E-Tender No. 27/EUDC(VIII)/2018-19****GENERAL INSTRUCTIONS TO TENDERERS****1.00 GENERAL INSTRUCTIONS:**

- 1.01 Tender bidding shall be done through E-Tender only. No hard copies to be submitted. If required, tenderer may be asked to furnish original/attested copy of any document for verification. Letter to this effect shall be issued as and when required.

Tenderers (i.e. proprietary firm, Partnership firm, Pvt. Ltd. Firm, Public Ltd. Firm etc.) are requested to go through the instructions carefully & furnish complete information along with their tender bid offer, failing which their tender may not be considered at all. Tender shall be uploaded on e-tender portal [www.etender.up.nic.in](http://www.etender.up.nic.in):

**Tender Bid Part-I:**

- (A) Tenderer shall upload following documents on e-tender portal [www.etender.up.nic.in](http://www.etender.up.nic.in) using his digital signature.
- (i) Copy of RTGS/NEFT Receipt of **Rs 295.00** as cost of tender document.
  - (ii) Copy of RTGS/NEFT Receipt of **Rs. 3000.00** as Earnest Money.
  - (iii) Copy of credibility annual turnover should be 20.00 Lac per year or more in last financial year & Rs. 1.00 crore in last three financial year.
  - (iv) Copy of Valid Character Certificate issued by DM.
  - (v) Copy of Solvency Certificate.
  - (vi) Copy of Registration of Labor Department
  - (vii) Copies of agreements executed with them for same works in MVVNL Lucknow.
  - (viii) Copy of latest **Income Tax Return/Clearance Certificate**.
  - (ix) Copy of **GST Registration certificate**.
  - (x) Copy of EPF Details deposited by firm in last 3 year.

**Tender Bid Part- I** : It shall contain Commercial, Technical & Experience only and shall be uploaded on [www.etender.up.nic.in](http://www.etender.up.nic.in):

**Tender Bid Part- II** : It shall contain Price Bid only and shall be uploaded on [www.etender.up.nic.in](http://www.etender.up.nic.in):

**Important Note** : Tender Bid Part-II of only those firms shall be opened which comply by furnishing of desired documents of Part-I in scanned copies of the Bid. i.e. part-II of those firms which fail to scanned the above records (i) to (x) shall not be considered and hence shall not be opened.

- 1.02 In case of any inconsistency with the provisions of Form 'A', the provisions under special conditions of the tender will prevail.
- 1.03 Tenderers are requested to submit the price schedule appendix duly filled in (item by item) as required and should strictly follow the instructions to facilitate the tendering authority to prepare Comparative Statements.
- 1.04 Any portion of terms & conditions as laid down in the condition of the contract, Form ' A ' enclosed along with nature of work etc. which is not clear to the tenderer should be got clarified before submission of the tender. Tenderers are requested to adhere to all clauses of the contract Form 'A' to facilitate finalization of the contract. In case, they are unable to do so, should state the particular clause of the conditions which may not be acceptable to them & should support alternative for consideration.

### **Short Team E-Tender No 27/EUDC(VIII)/2018-19**

- 1.05 The tendering authority does not suggest /pledge to accept the lowest of any tender & reserves to himself the right of rejecting the whole or any portion of the tender as he may think fit without assigning any reason for non-acceptance or selection.
- 1.06 Tendering authority reserves the right to revise or amend the tender. Such revision & amendment, if any, will be communicated to all tenderers as amendment or addenda to this invitation of the tender.
- 1.07 Any action on the part of the tenderer to revise the price/prices and/or the change the structure of price/prices at his own instance after opening of tenders may result in rejection of tender & also debarring him from submission of the tenderers to the MVVNL/ Corporation at least for one year.
- 1.08 Any approach etc., officially or otherwise on the part of the tenderer or his representative shall tender his offer liable to be summarily rejected.
- 1.09 Cost of tender document is **Rs. 295.00 /-** which shall be deposited through RTGS/NEFT Bank **A/c. No. 1444100377, IFSC CODE No. CBIN0280139, Central Bank of India, Hazratganj Lucknow** branch of E.E., EUDD-Residency, LESA, Lucknow.
- 1.10 Earnest Money of **Rs. 3000.00 /-** which shall be deposited through RTGS/NEFT Bank **A/c. No. 1444100377, IFSC CODE No. CBIN0280139, Central Bank of India, Hazratganj Lucknow branch of E.E., EUDD-Residency, LESA, Lucknow.**
- 1.11 Copies of Bank receipts (RTGS/NEFT) for document cost and earnest money should be uploaded in Part-I of tender..
- 1.12 The price of tender specification will not be refunded under any circumstance whatsoever.
- 1.13 In case of ambiguous or self-contradictory terms/conditions mentioned in the tender specification, interpretations as advantageous to the MVVNL/Corporation shall be taken without any reference to accept the deviations or not.
- 1.14 Any overwriting /omitting/erasing etc. in the tender should be duly signed & stamped.
- 1.15 In no case payment will be made by the Letter of Credit.
- 1.16 In case part quantity offered, Earnest Money deposit shall be reduced proportionately.
- 1.17 The Earnest Money deposited by the tenderer will be refunded after finalization of tender, in the event of his tender being rejected/not accepted. In the event of tender being accepted, the Earnest Money shall be retained by the tendering authority and adjusted against the security deposit specified under and shall be released only on satisfactory completion of work.
- 2.00 Only tender of those tenderers shall be considered who have sufficient experience for execution of such type of works during past & have necessary resources & organization to undertake the work tendered for to the satisfaction of the tendering authority.
- EXPERIENCE :**
- 3.01 The contractor must have successfully executed with them for same work in MVVNL in past 3 year.
- 3.02 The tendered quantity/value may vary (  $\pm$  )10% .
- 4.00 **VALIDITY OF OFFER:** Tenderers shall ensure that their rates are firm and will be valid for 180 days from the date of opening of the tender & are not subject to variation on any account.
- 4.01 **COMPLETION PERIOD:** Period for the execution of work is 06 months from the date of agreement/order or till exhaust of tender value.
- 5.00 **SECURITY:**
- (i) 10% of contracted amount shall be deposited by contractor in form of **FDR/CDR/TDR/SDR** of Nationalised Banks( valid for Twelve month) to concerned Executive Engineer.
- or**
- (ii) 10% amount shall be deducted from running bills, which shall be refunded after completion of work.
- 5.01 Copy of latest income tax clearance certificate/Return must be submitted.
- 5.02 Any other information, which may be considered necessary by the tenderer but not covered in the specification shall also be submitted.



**Short Team E-Tender No. 27/EUDC(VIII)/2018-19**

6.00 **PRICES:**

6.01 The tenderers shall quote prices in the enclosed Price Schedule item wise (Proforma in closed) duly typed both in words as well as in figures or neatly hand written.

6.02 The quoted prices shall be firm & firm in all respect throughout period of the Contract/agreement. No variation in the prices shall be allowed in any circumstances.

6.03 Tenderer should note clearly that the tenders with variable prices shall not be considered at all.

6.04 Any other charges/duties/taxes/levies etc. should clearly be mentioned separately in the price schedule.

7.00 **SCHEDULE OF DEVIATION FROM GENERAL CONDITIONS OF FORM 'A' & SPECIAL CONDITIONS:**

The tenderers should clearly state whether all the provisions of tender specification application to this tender, are acceptable to them & incase of any deviations the same should be clearly mentioned and submitted along with their tender in the enclosed proforma.

8.00 **DISPUTE:**

For any dispute arising out of this tender in between the tendering authority and the contractor. **CE, LESA(CIS GOMTI)**, Lucknow will decide the dispute and his decision will be binding on both the parties.

निविदा खुलने के विगत दो वर्ष के अन्दर किये गये/किए जा रहे सभी कार्यों का विवरण:-

क्रम सं०	कार्य का विवरण	विभाग एवं कार्यालय का विवरण	अनुबन्ध संख्या एवं अनुबन्धित धनराशि, दिनोंक	कार्य पूर्ण होने की अनुबंध के अनुसार समय सीमा	कार्य की वर्तमान भौतिक प्रगति	अनुबन्ध के अनुसार समय सीमा के अन्तर्गत कार्य पूर्ण न किए जाने की स्थिति का कारण जो संबंधित कार्यालय से सत्यापित कराया जाए।
<b>क- लेसा के अन्तर्गत</b>						
1						
2						
3						
4						
5						
6						
7						
<b>ख- अन्य डिस्काम/उ०प्र० पावर कारपोरेशन/सरकारी/अर्द्ध सरकारी/गैर सरकारी के अन्तर्गत</b>						
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उपरोक्त के सम्बन्ध में अनुबंध की प्रति तथा पूर्ण हो गये कार्यों के सम्बन्ध में संस्था, जहां पर कार्य किया गया, द्वारा जारी संतोषजनक प्रमाणपत्र की प्रति सग्लग्न करें।

**टिप्पणी :-**

1- उपरोक्त वर्णित कार्यों में यदि अनुबन्ध में दिए गए समय पर कार्य ससमय पूर्ण नहीं किए गए हैं एवं कार्य पूर्ण न होने का स्पष्ट कारण संबंधित विभाग द्वारा उल्लेख न होने की स्थिति में संबंधित फर्म का द्वितीय भाग नहीं खोला जाएगा।

2- उपरोक्त दी गई घोषणा में यदि असत्यता पाई जाती है तो ऐसी स्थिति में अधीक्षण अभियन्ता को फर्म को आवंटित अनुबन्ध निरस्त करने का पूर्ण अधिकार सुरक्षित रहेगा।

ठेकेदार का नाम एवं मोहर

Date :

Place:

Witness:

**SCOPE OF WORK:**

It is proposed to “Deployment of 04 No Computer Operator and 01 No peon for official work in control Room for Dishonor Cell” at Dy. CAO office LESA (Cis-Gomti) Lucknow. The work shall be carried out under the Supervision of **Dy.CAO LESA (Cis-Gomti) zone Residency** or his authorised representative.”

**CONDITIONS FOR EXECUTION WORKS AND CONTRACTOR'S RESPONSIBILITY**

- 1- The man power deployed by the contractor shall be given the material by the representative for each job who will be acknowledge and arrange to submit detailed utilization of materials used on the works and balance return to the representative of the Corporation immediately after completion of each work.
- 2- Consequent upon replacement of lugs, back entry, U-type spring contacts, Copper L-pieces etc. received back scrap material from the system, will be returned to the representative of the Corporation immediately after completion of each job. The contractor shall be entirely responsible for the safe upkeep of the materials given to their manpower till completion of work to the satisfaction of the representative of the Corporation for final accounting.
- 3- The Contractor shall be solely responsible for any losses/ accident to the persons working with under them and shall have to pay due compensation in accordance with the prevailing rules / regulations of Government Contractor.
- 4- The contractor shall arrange to have group insurance for the labour deployed by them and shall have to pay due compensation in accordance with the same. The Corporation will bear no responsibility for the compensation to his manpower in case of any accident.
- 5- The contractor shall make payment through cheque as per prevailing rates of Minimum wages act declared by Labour Commissioner. The payment will be made to their man power in the presence of SDO/EE concerned.
- 6- The contractor shall ensure that the wages to the man power deployed by them is disbursed within the first of week of each month.
- 7- The man power deployed by the firm, should have sufficient experience for execution of electrical works and well conversant with the electrical system.
- 8- The firm must be registered with the Labour Department and the names & address of their personnel should have been mentioned in the list. Proof of initial registration with the Labour Department will be submitted by the firm to the **Dy. CAO LESA (Cis-Gomti) zone, Residency Lucknow** also for the number of personnel deployed by them against this agreement.
- 9- The firm will be responsible to deduct the amount of E.P.F. from the wages of their employees and contribution of the firm, will be got deposited with the E.P.F. Commissioner as per rules and regulation and provide a photocopy of Deposited E.P.F. amount in concerning **Dy. CAO LESA (Cis-Gomti) zone, Residency Lucknow** office before making payment.
- 10-The age of the man power deployed by the firm, should be in between 18 years to 55 years. Proof of the age of the manpower deployed by the firm, will be submitted by the contractor to the concerned authority.

- 11-Concerned officer of UPPCL have no right to issue any type of experience certificate in respect of man power deployed by the firm.
- 12-Character certificate of each employee deployed by the firm, will be made available to the department.
- 13-The firm will be responsible to get the undertaking from each employee that they will never precede to the court against Madhyanchal Vidyut Vitran Nigam Limited and copy of the same will be submitted to the department.
- 14-Identity Cards will be issued by the firm to the Man Power deployed by them and the same will be kept by the employees while on duty.
- 15-The services of the manpower deployed by the Contractor can be utilized in any division under the jurisdiction of Electricity Urban Distribution Circle-8, LESA, Lucknow, if required.
- 16 -The contractor must submit the list of man power with their attested photocopies of I Cards, Bank Account No and Employees E.P.F No, to concerning Executive Engineer Distribution office.
- 17-On availability of Semi skilled manpower through any other resources corresponding number of unskilled labour will be removed from the agreement number of persons.
- 18- **RATES:** The above rates are variable in case D.A. is revised by the labour department during the currency of the contract. The liability of Government taxes & duties applicable consequent upon deployment of manpower will be born by the firm.
- 19- **G.S.T:** In addition to above rates, the service tax will be paid to the contractor as applicable at the time of payment.
- 20- **CONTRACTOR'S REPRESENTATIVE:** The names of the authorized representative, if any and their local address, will be intimated by the contractor within one week time, from the date of execution of agreement. The contractor will intimate to the Execution Authority/ Engineer of contract, changes if any, in the local address of the contractor's representative immediately on occurrence of any change. The responsibility for non receipt of intimation due to change in address will be on the contractor.
- 21- **SUBLETTING OF THE CONTRACT:** The Contractor shall not assign or sublet the contract/ work to any other party/ person, without prior written permission from the Engineer of the Contract.
- 22- **SECURITY DEPOSIT:** Security deposit @ 5% will be deducted from the running bills of the contractor by the payment authority while making payment as per existing rules of the Corporation and the same will be refunded on satisfactory completion of contractual period. The contractor may also deposit the security in the shape of Bank Draft/ FDR/ CDR duly pledged in favour of Work Execution Authority/ Engineer of Contract.

In case the amount of Security deposit exceeds Rs. 5000.00 the same may also be deposited in the form of Bank Guarantee issued by the scheduled bank of India duly executed on a non – judicial stamp paper of entire work. The Bank draft/ FDR of Bank Guarantee should be valid at-least for the contractual period.
- 23- **PAYMENT:** Payment shall be made once in a month by the **Dy. CAO LESA (Cis-Gomti) zone, Residency Lucknow** to the contractor for the no. of Manpower as per allotment deployed by the firm during the month on certified measurement subject to availability of funds.

- 24- **PENALTY:** In case, any personnel deployed by the contractor found absent at any time during his duty period, will be treated as absent for full shift duty and just double of the amount payable to one no. unskilled personnel for one shift, shall be deducted from the bills of contractor.
- 25- **ARBITRATION/ SETTLEMENT OF DISPUTE:** In case of any dispute arises in between the Contractor and the engineer of contract, the decision of Chief Engineer LESA (Cis-Gomti), Lucknow will be binding on both the parties. All disputes arising out of contract shall be related to the jurisdiction of local courts of district, Lucknow & High Court of Judicature of Allahabad.
- 26- **TERMINATION OF AGREEMENT:** The agreement can be terminated by the Engineer of the Contract at any time by giving one months notice in the event of unsatisfactory performance of the contractor. This is however without prejudice to the offer and terms and conditions of the agreement.

**Superintending Engineer (D-8)**

**Bill of Quantity/Price schedule**

**Short Term E-Tender No. 27/EUDC(VIII)/2018-19 Due on-26.07.2018 at 15:00 hrs**

**Description of Work:** For “Deployment of 04 No Computer Operator and 01 No peon for official work in control Room for Dishonor Cell” at Dy. CAO office LESA (Cis-Gomti) Lucknow, against Short term E-Tender No-27/EUDC/LESA/8/2018-19 due for opening on 26.07.2018 at 15:00 PM

<b>Sl.No</b>	<b>Particulars Of Works</b>	<b>Unit</b>	<b>Qty.</b>	<b>Month</b>	<b>Rate In Rs. (Without GST)</b>	<b>Amount In Rs. (Without GST)</b>
1.	Deployment of 04 No Computer Operator working at computer installed at control room for dishonor cell at Dy CAO office LESA (Cis Gomti) Lucknow	No	04	12		
2	Deployment of 01 no peon for official work at control room for dishonor cell at Dy CAO office LESA (Cis Gomti) Lucknow	No	01	12		

**Date :**

**Signature & Seal of the Firm**

# FORM- 'A'

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

### **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 M.V.V.N.L. and shall include his 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 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 the 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, drawing, 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 to 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 Drawing**

4. Contractor shall submit in duplicate, to the Engineer for his approval, drawing, of the general agreement of the works to be carried out and of such detailed drawing, other than shop drawings, other than shop drawings as may be reasonable 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 drawing of approval.

Within a reasonable period of notification by the engineer to the contractor of his approval such drawings, three sets in ink on tracing cloth or ferrogalic prints mounted on cloth of the drawing 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 reasonable 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 Drawing**

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 relieved the contractor from any obligation, duly, or responsibility under the Contract.

#### **Patent rights**

7. In the event of any claim or demand being made or actions being brought against the purchaser or infringement or alleged infringement or letters-patent in respect of any machine plant, work or thing used or supplied by the contractor under this contractor 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 .Provide 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 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 workmen like 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 delivery the whole of the material F.O.R. at the railway station specified or on site as the specification may define and the cost of the packing and unless otherwise agreed, import duties and customs dues shall become by the contractor.

#### **Fencing and lighting formworks 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, footways, 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 and of the public.

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 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 cause of which imperfections are attributable to the contractor or his workmen or servant, the contractor shall make good such damages and imperfections 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 or 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 the 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 instruction and be bound by the same condition as far as applicable, as though 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 forth with whether or not the same shall be carried out and if the engineer confirms his instructions 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 variation 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 contractor or engineer, 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 thereof 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 of 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 order given to 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 materials, tools or other things which may be on the site for use at any time 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 the execution such work as aforesaid.

If the cost of the executing 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 apply 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, tackles 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 representatives in law of 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 step 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 the 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 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 representative permissions 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 of 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 ground under specifically provided otherwise all tests shall be made at the contractor's work 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 test 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 all 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 for test on site such electricity shall be supplied to the contractor in the most convenient from 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 delivery or dispatched by him. All packages containers, bundles and a 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 foundation 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 if 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 unnecessary 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 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.

#### **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 position, levels and dimensions of the work according to the drawings, notwithstanding that he may have been assisted by the engineer in sitting out the same.

#### **Contractor's Representative and workmen**

19. In respect of all matters which are left to the decision of Engineer, including the granting or withholding of certificate, the Engineer shall if required to do so by the contractor, given in writing a Decision thereof and his for such decision. If the decision is not accepted by the contract or the matter will at the request of the Contractor, be referred to arbitration under the provision to arbitration here in 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, if more than one shall employed then one of such representatives, shall be present on the site during working hours, and any written order or instructions which the Engineer or his duty representatives 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 incompetent or negligent and the contractor shall remove the person so objected to upon receipt from the engineer of notice in writing requiring 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 contract or any other claim made against the purchaser not already provided for in the contract, not for any injury or damage cause 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 compensations act, 1923 or any other statute in force at the date of the contract relating to the question of the liability of employers for injuries suffered by employs, 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 in 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 reason and available assistance for any such purpose.

#### **Replacement of Defective Works or Materials**

22. The Contractor shall insure the plant and shall keep insured against of loss by theft, destruction or damage by fire, flood under exposure to the weather, or through not 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.

#### **Deduction 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 and imperfect work or has supplied any plant in inferior in quality to the specified the contractor on receiving details of such defects or deficiency shall, at his own expense, with in 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 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 materials provided that nothing in this clause shall be deemed to deprive the purchaser of or effect 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 hi, to the contractor under the contract, or may be recovered by suit or otherwise from the contractor.

Any some 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 of against any claim of the purchaser for the payment of a some 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 payment as follows.

(a) eighty percent of the for contract value of the plant in rupee on receipt by the purchaser of the contractors 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 detail in the said advice note has actually been dispatched under the said railway and the contract value of the said plant so dispatched is not less then the amount entered invoice.

(b) Ten percent of the F.O.R. contract value of the plant on satisfactory completion of test and taking over 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 installment 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 effect the full commercial use of the plant then the purchaser shall be entitled to retain only such part to the installment then due as represent the costs of making goods such minor defects and any some so retain 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 (5 shilling per ton per week), payable quarterly plus interest at one percent per annum above the current rate of the state bank of India of 80% of the contract value of the plant or portion thereof so stored for the period from the date on which the said or portion become due is ready for shipment Up to 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 dut works in accordance with the term 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 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 le Purchaser's expenses, make the said tests during the maintenance period and accept as aforesaid under the same obligation as specified in clause 33.

#### **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 renew until the expiration of six months from the date of such replacement of renewal or until the end of the above mentioned period of .twelve months which ever may in 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 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.

#### **Regulationsof LocalAuthorities**

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 M.V.V.N.L and the Engineer of the Contract on the other hand 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 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.