

OFFICE OF THE SUPERINTENDING ENGINEER
ELECTRICITY DISTRIBUTION CIRCLE
MADHYANCHAL VIDYUT VITRAN NIGAM LIMITED
SHAHJAHANPUR

BID DOCUMENTS

TENDER NO. 198(WORK)/EDCS/2015-2016

ENGAGEMENT OF AGENCY

FOR

CONSTRUCTION OF UNDERGROUND 33 KV INDEPENDENT FEEDER FROM
132 KV S/s CHINOR, SHAHJAHANPUR TO DISTT. COURT, SHAHJAHANPUR

SUPERINTENDING ENGINEER
Electricity Distribution Circle
Shahjahanpur

Tender Cost: Rs. 5000.00 +VAT

CLARIFICATION ON BID DOCUMENTS

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

**Superintending Engineer
Electricity Distribution Circle
Shahjahanpur (MVVNL).**

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

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

Pre-bid conference(s) may be held for obtaining views of prospective bidders at which the bidders may ask for clarification on the requirements of the bid. The date, time and venue of such conferences(s) shall be intimated to each party that has purchased the bid documents.

SITE VISITS

The bidder may contact Superintending Engineers of various Circles, for help in facilitating these visits. No claim for change in the bid or terms and conditions of the contract shall be entertained on the ground that the conditions are different from what were contemplated.

AMENDMENTS TO BID DOCUMENT

At any time prior to the last date for submission of bid as well as desired date for opening of Part-II Price bid, MVVNL may for any person, whether of its own or by way of clarification given at the request of prospective bidder, modify the bid document by issue of amendment which shall form part of it.

The amendments(s) shall be sent in writing to prospective bidders, who shall return one copy of it duly signed with their bid. Suitable extension to the due date, if considered necessary will be allowed to afford reasonable time to take into account, such amendments.

DEVIATION FROM BID DOCUMENTS

The bid offer must include a separate statement indicating deviations from the bid documents as per format given below. The proposed deviations from the bid documents if accepted by MVVNL shall become binding on the bidder. Unless the proposed deviations from the bid document are specifically mentioned, the specifications, terms and conditions as per this document will become binding to the bidder.

SCHEDULE OF DEVIATIONS

SL.No.	Bid Document Section Number	Reference Clause Number	Deviation proposed

DOCUMENTS COMPRISING THE BID:

PART-I: PRE QUALIFICATION, TECHNICAL AND OTHER DETAILS

The bidder shall submit the documents as detailed "Pre-Qualification condition" of this document with part-I of the bid covering letter. These should include the following among others:

For the purpose of this bid, the bidder shall meet the following requirements:

For the purpose of this particular bid, bidder shall meet the following minimum commercial criteria in past 5 years (up to 31.03.2015):

1. Experience in single completed work of 33 KV new underground XLPE cable laying work & construction of 33/0.4 KV S/s in any DISCOM of UPPCL not less than the amount equal to 50% of the estimated amount of the project (Not less than 1.75 Crore).

or

2. Experience in two completed work of projects execution each in electrical Transmission or sub-transmission & distribution sector costing not less than the amount equal to 40% of the estimated amount of the project individually.
3. Net Worth for the each of the last three Financial Years should be **positive**. *Net worth means the sum total of the paid up capital and free reserves (excluding reserves created out of revaluation) reduced by aggregate value of accumulated losses (including debit balance in profit and loss account for current year) and intangible assets.*
4. Minimum Average Annual Turnover (MAAT) for best three years out of last five financial years of the bidder should not be less than Rs. **105** Lakhs i.e. 30% of the estimated cost of the project. In case a bidder is quoting for more than one project, Pre-Qualification requirement shall be examined on the basis of sum of project wise requirements of MAAT of all quoted projects.
5. Bidder shall have liquid assets (LA) and/ or evidence of access to or availability of fund based credit facilities of not less than Rs 35 Lakhs i.e. 10% of the estimated cost of the project and the Banker should confirm that the Credit facility is earmarked for the Work specified under Bid on receipt of the Bid. Liquid assets would include cash (and equivalents), bank deposits, securities that can be freely traded and receivables which has general certainty of getting received.
6. One of the partners shall be nominated as lead partner, and the lead partner shall be authorized to incur liabilities and receive instruction for and on behalf of any and all partners of the joint venture and the entire execution of the contract including receipt of payment shall be done exclusively through the lead partner. This authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the partners
7. In case of Joint Venture, Lead partner must be having sufficient work experience as required in Sl. No. 01 & 02 of above. Failure to comply with this requirement will result in rejection of the joint venture's bid. Sub contractors' experience and resources shall not be taken into account in determining the bidder's compliance with qualifying criteria.

Statement of deviation from the bid documents as per the specified format.

Other details as called for in the bid document or which the bidder may like to highlight.

PART-II : FINANCIAL OFFER AND TERMS AND CONDITIONS

The financial offer shall be submitted by the bidder in the format given in this document along with his commercial terms and conditions.

SUBMISSION OF BIDS

SEALING, SIGNING, MARKING AND SUBMITTING THE BIDS

The bidder shall submit his bid in triplicate with one original set and two duplicate sets. The original shall be signed on each page by a person or persons, duly authorized as it binds the bidder to the contract. Each copy shall be clearly marked "Original" " Duplicate" Triplicate", as appropriate.

All pages of the bid, including where entries or amendments have been made shall be initialed by the person signing the bid.

This bid document, duly signed, shall also be attached with the each bid in token of acceptance of its terms and conditions, except those mentioned in the deviation list.

Each set shall comprise both part I and Part II

The bidder shall submit each part of the bid in separate envelopes marked:

Part-I: Technical Bid for construction of 33 KV underground 33 KV Independent Feeder.

Part-II: Financial Bid for construction of 33 KV underground 33 KV Independent Feeder.

Each envelope shall be properly secured and sealed. Both parts of the bid should then be placed in a common envelope, which should also be properly secured, sealed and marked as follows for proper identification:

" FOR CONSTRUCTION OF 33 KV UNDERGROUND INDEPENDENT FEEDER in Part-I and Part-II"

Do Not Open Before 17-03-2016 (16:00 hrs)

Name and address of bidder:

Details of Earnest Money-

Number and date of document:

Validity Period:

The bids shall be addressed to the **Superintending Engineer Electricity Distribution Circle Shahjahanpur (MVVNL).**

No bid shall be accepted unless it is properly sealed. Bidder shall not be allowed to fill in or seal their bid at the office where these are due to be received. If the envelopes are not sealed and marked as instructed, MVVNL will assume no responsibility for the misplacement or premature opening of the bids. A Bid opened prematurely due to any cause may be rejected, resealed and returned to the bidder. A bid must be submitted at the specified MVVNL office by an authorized representative of the bidder and any submissions by the way of post telex, telegraphic or fax shall not be accepted.

Bids not accompanied with earnest money or not mentioning the details on the envelope, as specified, shall be rejected outright.

Bids must be received within the specified deadline at the specified address, if it is a holiday, the bids shall be received on the next working day at same time.

Bid Validity:

Bids shall remain valid for acceptance for a period of 180 days after the date of opening of Part-II of the bid. The **Superintending Engineer MVVNL, EDC, SPN.** may request for suitable extension. If the day up to which the bid is to remain valid is a holiday, the bids shall be valid till the next working day.

Earnest Money:

The bid shall be accompanied by a FDR/TDR/Bank Guarantee only of a nationalized bank of India for an amount of **Rs. 100000.00** in favour of **Superintending Engineer, Electricity Distribution Circle Shahjahanpur (MVVNL).** valid for six months as earnest money in Part-I of the bid. The earnest money will be refunded to the unsuccessful bidder.

LATE BID:

Any bid received after the deadline for submission shall be rejected and shall be returned unopened to the bidder.

Modification or withdrawal of Bid:

The bidder may modify or withdraw his bid after submission provided that the details of modification or notice of withdrawal is received in writing prior to the due date of submission of part-I of the Bid.

The bidder's notice and details of withdrawal or modification shall be prepared, sealed, marked and delivered in accordance with the methodology for submission of bids, with envelopes marked "MODIFICATION" OR "Withdrawal" as appropriate.

No bid may be modified subsequent to the deadline of submission of bids, except for submission of clarification or information called by MVVNL

BID OPENING AND EVALUATION:

Part-I envelope of the bids shall be opened on the prescribed time and date, including submission made as mentioned above in the office of the **Superintending Engineer Electricity Distribution Circle Shahjahanpur (MVVNL)**, in the presence of bidders or their authorized representative who choose to be present. If the opening date is a holiday, the bid shall be opened on the next working day at the same place and time unless notified otherwise.

At the opening of Part-I or II of the bids, the **Superintending Engineer Electricity Distribution Circle Shahjahanpur (MVVNL)** may announce the bidder's details as it may consider appropriate.

The date and time for opening Part-II of the Bid containing financial offer will be intimated to the bidders short listed by in due course on the basis of evaluation of part-I of the bid.

Part-II bids of the bidders not short listed shall not be opened and shall be returned to the bidders. Only the short listed bidders or their representatives may attend part Bid-II opening.

CLARIFICATION OR MODIFICATION OF BIDS SUBMITTED

To assist in the examination, evaluation and comparison of bids, MVVNL may ask bidders individually for clarification, in writing. No change(s) in the substance of the bid shall be permitted except as required to confirm the correction of any type of typographical error(s).

OPENING OF PART-II BID

Subsequent to the examination of the technical bid and receipt and scrutiny of clarification or queries raised by MVVNL, short-listed bidders can submit a supplementary financial bid, in a sealed envelope, if they so desire, before the date and time of the opening of the Part-II of the bid already submitted.

Non submission of a supplementary financial bid will mean that the bidder agrees with all the modifications, corrections and amendments in Part-I of his bid and any modifications made in Part-II by MVVNL without any financial implication arising thereof.

Supplementary Part-II bid, if submitted by the bidder shall be properly secured, sealed, marked and addressed as mentioned above and additionally as follows:

"Supplementary to Part-II Financial bid construction of 33 KV underground 33 KV Independent Feeder ".

SIGNING OF AGREEMENT

The successful bidder shall, on receipt of Letter of Acceptance (LOA) FROM (MVVNL) ENTER INTO A CONTRACT WITH MVVNL BY JOINTLY SIGNING AN Agreement. The draft of the Agreement based on the terms sheet detailed, shall be forwarded to the successful bidder for execution. The agreement shall be executed within fifteen days thereafter. The person signing the Agreement must be duly authorized by the bidder.

PERFORMANCE SECURITY:

within 10 days of receipt of the LOA, the successful bidder shall furnish to MVVNL a performance security for the specified amount for the entire term mutually agreed upon , in any one of the following formats to guarantee faithful performance of the contract, on submission of which the earnest money deposit shall be refunded:-

A FDR duly pledged in favour of **SUPERINTENDING ENGINEER, ELECTRICITY DISTRIBUTION CIRCLE, SHAHJAHANPUR** issued by any Indian Nationalized Bank.

Bank Guarantee as per the Performa to be provided by MVVNL.

The performance security shall be refunded to the successful bidder on completion of the work as per the Agreement. The bidder has to first furnish the performance security amount and then commence work. Failure in furnishing the performance security shall result in annulment of the award and forfeiture of the earnest money.

GENERAL:

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

MVVNL will not be responsible for any cost or expenses incurred by the bidder in preparation or delivery of bids.

MVVNL reserves the right to amend the nature of scope of the proposed contract, reject or accept any bid, cancel the bid process or and reject all the applications.

MVVNL shall neither be liable for any action nor be under any obligation to inform the bidders of the grounds for any of its actions.

In case of any difficulty in recording meter readings and disconnection of defaulting consumers, agency will contact the Engineer of the Contract and Executive Engineer of the concerning Divisions for remedial measures.

The General conditions of contract Form "A" of MVVNL shall be applicable to this tender.

SECTION - 4 :-

QUALIFICATION REQUIREMENT

INTRODUCTION

This section specified the minimum requirement with respect to experience, capability and other particulars of the bidder to be considered eligible for participation in the bid for construction of 33 KV underground 33 KV Independent Feeder in the area(s) specified by MVVNL.

AGENCY This is open to all Indian Firms.

ESSENTIAL QUALIFICATION CRITERIA

Qualification will be assessed upon meeting all the minimum criteria regarding the applicant's experience and financial position, availability of infrastructure, and personnel capabilities among others.

MVVNL reserves the right to deviate from the above criteria, if they do not materially affect the capability of an applicant in MVVNL'S OPINION.

CONTRACT AGREEMENT

The agency will have to enter into an Agreement with MVVNL for setting out all terms and conditions including those mentioned in this Terms Sheet for construction of 33 KV underground 33 KV Independent Feeder and elsewhere in this document, operations and maintenance with the specified norms.

The Agreement shall set out specified events of default that will entitle the other party to terminate the Agreement. The party committing an event of default, which is capable of being remedied, will be given a reasonable opportunity to remedy the default.

If the Agreement is terminated early without giving any reason the terminating party will pay suitable liquidated damages to be set out in the Contract Agreement to compensate for loss suffered by the other party on account of such termination.

The Agreement can however, otherwise be terminated by either party by giving six month's notice. These terms shall be included in the agreement.

Agency shall indemnify MVVNL against any claims, demands cost and expenses whatsoever which may be made against it, because it, because of failure of the agency or its representative in the performance of their duties and negligence on account of any accident or injury or any form of default to any person, consumer and or a person employed by the Agency or their successors or assigns.

FALL BACK ARRANGEMENT

Provision shall be made in the Agreement that in the event of failure of the Agency to fulfill its obligations, duties and responsibilities as per the Agreement terms, MVVNL shall have the right, at any time to resort to a fall back arrangement. Under this plan, MVVNL shall take charge of all facilities and systems whether in operation or under execution after giving suitable notice as provided in the Agreement and can recover from the security deposit the losses suffered due to such failure. If the Security deposit is insufficient, the agency shall pay the difference to MVVNL failing which MVVNL, shall have right in such circumstances to manage the system itself after taking the charge of the facilities as above or through any other agency as it may deemed to be fit and no claim of the Agency for compensation in this respect shall be entertain

HANDING OVER ON TERMINATION

Upon termination of the Agreement, the Company's authority to act in the area shall immediately cease.

ASSIGNMENT Neither party may assign nor transfer any of its right and obligations under the Agreement to any other agency or person without the other Party's consent.

GOVERNING LAWS AND JURISDICTION

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

DISPUTES

Disputes under the Agreement shall be settled by mutual discussions. Failing this, the disputes will be referred to arbitration by Chairman Cum Managing Director, MVVNL or his nominee.

The arbitration shall be carried out as per Indian Arbitration Act and the arbitration award shall be binding on both the parties. The cost of Arbitration shall be borne by the party initiating the request of arbitration proceedings.

The parties of the Agreement shall continue to fulfill their obligations under the Agreement during arbitration proceeding and no payment shall be withheld on this account, unless it is a subject matter of the dispute.

FORCE MAJURE DEFINITION

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

Strike lockouts or other industrial dispute or disturbances.

Act of foreign enemy, war (whether declared or undeclared) revolution, civil commotion, terrorist Act, blockage, insurrection or events such as arson, disturbance of public order, sabotage, explosion and Act of Vandalism.

Lightning, storm, typhoon, flood, torrential rain, tidal wave, earthquake, landslide, epidemic or similar cataclysmic events.

Any legislation, law , directive, regulation, rule decree, order, restraint or other action (including expropriation or compulsory acquisition) by a Public Sector entity or other governments and all supra-national, national or local agencies, authorities departments, ministries and officials.

Note:

Financial inability to perform or changes in market conditions shall not constitute an event of Force majeure.

EFFECT OF FORCE MAJURE

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

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

CONDUCT OF AGENCY'S STAFF

The Agency will be responsible for the integrity of the person deployed in the field. The details of persons visiting the consumer premises should be made available with the concerned **EXECUTIVE ENGINEER**.

In an event where an employee or any person deputed by the agency is found by MVVNL to be involved in pursuing any illegal or unethical activity

If any of the Agency's employees shall, in the opinion of MVVNL, be guilty of any misconduct or incompetence or negligence, then if so directed by MVVNL, the company shall at once remove such employees and replace him by a qualified and competent substitute.

LIEN

In case of any lien or claim pertaining to the work and responsibility of the Agency for which MVVNL might become liable, it shall have the right to recover such claim/amount from the Agency.

FORM OF JOINT VENTURE AGREEMENT

(ON NON-JUDICIAL STAMP PAPER OF Rs. 100/- TO BE PURCHASED IN THE
NAME OF JOINT VENTURE)

PROFORMA OF JOINT VENTURE AGREEMENT BETWEENANDFOR BIID SPECIFICATION NO..... OF SE, EDC, SHAHJAHANPUR THIS Joint Venture Agreement executed on this.....day ofTwo thousand and..... between M/s. a company incorporated under the laws of and having its Registered Office at. (hereinafter called the "Lead Partner" which expression shall include its successors, executors and permitted assigns), M/s. a company incorporated under the laws of.....and having its Registered Office at. (hereinafter called the "Partner" which expression shall include its successors, executors and permitted assigns) and M/s. a company incorporated under the laws of. and having its Registered Office at ----- (hereinafter called the "Partner" which expression shall include its successors, executors and permitted assigns) for the purpose of making a bid and entering into a contract (in case of award) against the Specification No.: for Construction ofMadhyanchal Vidyut Vitran Nigam Ltd., Lucknow (hereinafter called the "Employer").

WHEREAS the Employer invited bids as per the above mentioned Specification for the design manufacture, supply and erection, testing & commissioning of Equipments/Materials stipulated in the bidding documents.

AND WHEREAS Qualification Requirement of the Bidder and other sections forming part of the bidding documents, stipulate that a Joint Venture of two or more qualified firms as partners, meeting the requirement of tender document may bid, provided the Joint Venture fulfills all other requirements of tender document and in such a case, the BID shall be signed by all the partners so as to legally bind all the Partners of the Joint Venture, who will be jointly and severally liable to perform the Contract and all obligations hereunder. The above clause further states that the Joint Venture agreement shall be attached to the bid and the contract performance guarantee will be as per the format enclosed with the bidding document without any restriction or liability for either party.

AND WHEREAS the bid has been submitted to the Employer vide proposal No dated..... by Lead Partner based on the Joint Venture agreement between all the Partners under these presents and the bid in accordance with the requirements of tender documents including pre qualification.

NOW THIS INDENTURE WITNESSETH AS UNDER:

In consideration of the above premises and agreements all the Partners to this Joint Venture do hereby now agree as follows:

1. In consideration of the award of the Contract by the Employer to the Joint *Venture* partners, we, the Partners to the Joint Venture agreement do hereby agree that M/s.....shall act as Lead Partner and further declare and confirm that we shall jointly and severally be bound unto the Employer for the successful performance of the Contract and shall be fully responsible for the design, manufacture, supply, and successful performance of the equipment in accordance with the Contract.
2. In case of any breach of the said Contract by the Lead Partner or other Partners of the Joint Venture agreement, the Partner(s) do hereby agree to be fully responsible for the successful performance of the Contract and to carry out all the obligations and responsibilities under the Contract in accordance with the requirements of the Contract.
3. Further, if the Employer suffers any loss or damage on account of any breach in the Contract or any shortfall in the performance of the equipment in meeting the performance guaranteed as per the specification in terms of the Contract, the Partner(s) of these presents undertake to promptly make good such loss or damages caused to the Employer, on its demand without any demur. It shall not be necessary or obligatory for the Employer to proceed against Lead Partner to these presents before proceeding against or dealing with the other Partner(s).

4. The financial liability of the Partners of this Joint Venture agreement to the Employer, with respect to any of the claims arising out of the performance or non-performance of the obligations set forth in the said Joint Venture agreement, read in conjunction with the relevant conditions of the Contract shall, however, not be limited in any way so as to restrict or limit the liabilities of any of the Partners of the Joint Venture agreement.

5. It is expressly understood and agreed between the Partners to this Joint Venture agreement that the responsibilities and obligations of each of the Partners shall be as delineated in ----- of this agreement. It is further agreed by the Partners that the above sharing of responsibilities and obligations shall not in any way be a limitation of joint and several responsibilities of the Partners under this Contract.

6. This Joint Venture agreement shall be construed and interpreted in accordance with the laws of India, the lower courts of Lucknow and High court of Allahabad shall have the exclusive jurisdiction in all matters arising there under.

7. In case of an award of a Contract, We the Partners to the Joint Venture agreement do hereby agree that we shall be jointly and severally responsible for furnishing a contract performance security from a bank in favour of the Employer in the forms acceptable to purchaser for value of 10% of the Contract Price in the currency/currencies of the Contract.

8. It is further agreed that the Joint Venture agreement shall be irrevocable and shall form an integral part of the Contract, and shall continue to be enforceable till the Employer discharges the same. It shall be effective from the date first mentioned above for all purposes and intents.

IN WITNESS WHEREOF, the Partners to the Joint Venture agreement have through their authorized representatives executed these presents and affixed Common Seals of their companies, on the day, month and year first mentioned above.

1. Common Seal of..... For Lead Partner
has been affixed in my/our presence
pursuant to the Board of Director's (Signature of authorized
resolution dated..... representative)

Signature..... Name.....
Name..... Designation.....
Designation.....
Common Seal of the company

2. Common Seal of..... For other Partners
has been affixed in my/our presence
pursuant to the Board of Director's (Signature of authorized
resolution dated..... representative)

Signature..... Name.....
Name..... Designation.....
Designation.....
Common Seal of the company

WITNESSES:

1 2.
(Signature) (Signature)
Name Name
.....
(Official address) (Official address)

FORM 'A'

GENERAL CONDITIONS FOR THE SUPPLY OF PLANT AND THE EXECUTION OF WORKS IN CONNECTION WITH SCHEMES IN ELECTRICITY DISTRIBUTION CIRCLE, SHAHJAHANPUR MADHYANCHAL VIDYUT VITRAN 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 EDC, SHAHJAHANPUR 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 writing of the Engineer and the heirs, legal representatives, successors and assigns of such person.

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

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

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

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

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

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

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

"Month" shall mean calendar month.

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

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

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

Contractor to
inform
himself fully

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

Contract

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

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

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

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

Contract
Drawings

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

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

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

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

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

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

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

Mistake in Drawings

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

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

Subletting of Contract

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

Patent rights

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

Purchaser for any purpose or in any manner other than that for which they have been supplied by the Contractor and specified under this Contract.

Training
of Engineers

7.(A) The Contractor shall train at his worksEngineer/Engineers of the Purchaser in the manufacture and assembly of machinery and its parts for a period ofA 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 delivering the whole of the material F.O.R at the railway station specified or on the site as the specification may define and the cost of the packing and unless otherwise agreed, import duties and customs dues shall be borne by the Contractor.

Fencing and
lighting for
works and
transmission
lines

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

For
transmission
lines

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

If during the period of erection of a plant the Contractor or his workman or servant shall injure or destroy any part of a building or other structure contiguous to the work in progress or if any damage shall be caused from any cause what so ever to other works (whether in progress or

completed) forming part of the work for which the plant is being installed or if any imperfections become apparent in these works the causes of which imperfections are attributable to the Contractor or his workmen or servant, the Contractor shall make good such damages and 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 of variations of the work (hereinafter referred to as "Variation") under the Contract as shown by the drawings of the specification shall be made by the Contractor except as directed in writing by the Engineer, but the Engineer shall have full power, subject to the provision hereinafter contained, from time to time during the execution of the Contract by notice in writing to instruct Contractor to make such variation without prejudice to Contract, and the Contractor shall carry out the such instructions and be bound by the same conditions as for as applicable, as through the said variation occurred in the specification. If any suggested variations would in the opinion of the Contractor, if carried out prevent him from fulfilling any of his obligations or guarantees under the Contract he shall notify the Engineer thereof in writing and the Engineer shall decide forthwith whether or not the same shall be carried out and if the Engineer confirms his instruction the Contractor's obligations and guarantees shall be modified to such an extent as may be justified. The difference of cost, if any occasioned by any such variations, shall be added or deducted from Contract price as the case may require. The amount of such rates specified in the Schedule of Prices, so far as the, same may be applicable and where the rates are not contained in the said Schedules or are not applicable they shall be settled by the Engineer and Contractor, jointly, as far as possible, before such variations are carried out. Provide that the Purchaser shall not become liable for the payment of any charge in respect of any such variations, unless the instruction for the performance of the same shall have been given in writing by the Engineer.

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

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

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

Negligence

13. If the Contractor shall neglect to execute the work, with due diligence and expedition, or shall refuse or neglect to comply with any reasonable orders given him in writing by the Engineer in connection with work or shall contravene any provision of Contract the Purchaser may give seven days notice in writing to the Contractor, to make good the failure neglect or contravention complained of and if the Contractor shall fail to comply with the notice within a reasonable time from the date of service thereof in the case of a failure, neglect or contravention capable of being made good within that time, then and in such case the Purchaser shall be at liberty to employ other workmen and forthwith perform such work as the Contractor may have neglected to do, or if the Purchaser shall think fit, it shall be lawful for him to take the work wholly, or in part of the

Contractor's hands and give it to another person on contract at a reasonable price or provided any other materials, tools tackles or Labour for the purpose of completing the work or any part thereof, and in that event the Purchaser shall, without being responsible to the Contractor for fair wear and tear of the same have free use of all the material, tools or other things which may be on the site for use at any time in connection with the work to the exclusion of any right of the Contractor over the same, and the Purchaser shall be entitled to retain and apply any balance which may be otherwise due on the Contract by him to the Contractor such part thereof as may necessary to the payment of the cost of execution such work as aforesaid.

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

Death,
Bankruptcy,
etc

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

Inspection

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

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

Test on
contractor's

premises

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

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

Test on site

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

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

Delivery of plant

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

Access to site and work on site

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

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

Only applicable to complete Erection contract

17. The suitable access to and possession of the site shall be offered to the Contractor by the Purchaser in reasonable time and the Purchaser shall have any foundations to be provided by him ready when required by the Contractor. Where crane is available for free use of the Contractor until the plant is taken over.

The work so far as 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 simultaneous with his own.

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

Engineer's
decision

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

Contractor's
Representative
and workmen

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

20. If the supervision of erection or complete erection is also included in the Contract the Contractor shall employ at least one competent representative and whose name or names shall have previously been communicated in writing to the Engineer by the Contractor to superintendent the erection of the plant and the carrying out of the works. The said representatives, or if more than one shall be employed then one of such representatives, shall be present on the site during working hours, and any written orders or instructions which the Engineer or his duly representative whose name shall have been previously communicated in writing to the contractor may give to the said representative of the Contractor shall be deemed to have been given to the Contractor.

Liability for
accidents
and damage

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

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

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

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

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

Only
Applicable
To Complete
Erection
contract

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

Insurance

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

Replacement
of defective
work or
materials

22. The Contractor shall insure the plant and shall keep it insured against of loss by theft, destruction or damage by fire, flood under exposure to the weather, or through 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.

Deductions
from
Contract price

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

Terms of
Payment

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

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

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

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

(b) Ten percent of the f. o. r. Contract value 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 invoice submitted by the Contractor supported by the certification of the Engineer.

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

Provisional
sums

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

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

Certificate
of Engineer

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

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 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 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 forthwith-make the defect good, or alter the same to make it, comply, with the requirements of Contractor fail to do so with a reasonable time , the Purchaser may reject and replace, at the Cost of the contractor, the whole or any portion of the plant, as the case may be which is defective or fails to fulfill the requirements of the Contract such replacement shall be carried out by the Purchaser within a reasonable time and at a reasonable price and where reasonable possible to the same specification and under competitive conditions. In case of such replacement by the Purchaser the Contractor shall be liable to pay to the Purchaser extra cost if any, of such replacement delivered and/or erected as provide for the original Contract, such extra cost being the ascertained difference between the price paid by the Purchaser under this provisions above mentioned, for such replacement and the Contract price for the plant so replaced and also to repay any sum paid by the Purchaser to the Contractor in respect of such defective plant. If the Purchaser does not so replace the rejected plant within a time, the Contractor shall I be liable only to the purchaser all money paid by the Purchaser to him in respect of such plant.

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

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

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

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

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

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.

Regulations
of Local
Authorities

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

Arbitration

38. If any dispute, difference or controversy shall at any time arise between the Contractor on the one hand and the 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., EDC, SHAHJAHANPUR 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., EDC, SHAHJAHANPUR may nominate another person in his place.

*Court of
Competent
Jurisdiction*

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

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

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

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

THIS Agreement made the
day of20between (hereinafter referred to as the "Contractor") of the one part and the M.V.V.N.L.....(hereinafter called the purchaser) of the other part.

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

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

AND

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

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

Signed	Signed
(for and on behalf of the Purchaser)	(date)
(Contractor)	in the presence of (date)
by in the presence of	and of and of

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

THIS AGREEMENT made theday of
BETWEEN.....son Ofresident ofDistrict
.....(herein after called "Engineer" of the first part AND the Madhyanchal Vidyut Vitran Nigam Ltd, India (herein after called the Nigam, of the second part and thecompany/firm (herein after called the Company)" of the third part.

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

NOW THIS INDENTURE WITNESS as – follows

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

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

Signed by (.....)*** & (Engineer) of the Nigam and the 1..... (.....)*** 2.....	Signed by (.....)** (.....)* in the presence of on behalf Company/Firm in the presence of 1..... (.....)*** 2.....
--	--

()*

()*

.....

.....

-
- Nature of training.
 - Period
 - Class of Government Servant
 - Name in Capital Letters
 - Complete Postal address of Person Signed.

SCHEDULE 'A'

(Part I)

TENDER FORM

Tender Specification No.- 198(W)/EDCS/15-16

To:

SUPRINTENDING ENGINEER
Electricity Distribution Circle
Shahjahanpur

Sir,

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

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

A sum of Rs. 100000.00 in the form of FDR/CDR/TDR in favour of the SUPRINTENDING ENGINEER Electricity Distribution Circle Shahjahanpur is enclosed with Part-I of the offer as earnest money.

I/We hereby undertake and agree to execute a contract in accordance with the conditions of the contract.

Encl. : As above

Date Day of 20

Yours' faithfully

Witness

(Name & Signature)

(Signature of tenderer in full)

Address

Name

Occupation

Seal

SCHEDULE -B
(Part -I)

Tender Specification No.- 198(WORK)/EDCS/2015-2016

PRE-QUALIFICATION DETAILS OF THE TENDERER

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

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

Note: Supporting documents for experience may also be enclosed.

6. (A) Total amount turnover of the bidder during last three years per balance sheet:

Years	Turnover (Amount)
-------	-------------------

- (1)
- (2)
- (3)

- (B) In case bidder is a consortium of Firms, turnover of its lead manager may be detailed separated year wise. All the members of consortium shall have to fill above particulars, separately.

Full Signature :
Name :
Designation :
Date :

Seal of the Company

SCHEDULE 'C'

(Part I)

DECLARATION

(To be executed on a non-judicial stamp paper of Rs.100/-
with a revenue stamp of 1 Rupee affixed)

Tender invited by

**SUPRINTENDING ENGINEER
Electricity Distribution Circle
Shahjahanpur**

Tender for

Name of Tenderer

Specification No. & date of opening

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

Signed this Day of 201

Place

Signed by

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

Witness

Name of the firm

Address of the firm

Signature

Seal of the firm

SCHEDULE 'E'

(PART - I)

SCHEDULE OF GENERAL PARTICULARS

Tender Specification No.- 198(WORK)/EDCS/2015-2016

1. Name of the Tenderer
 - (a) Head Office address
 - (b) Registered Office address
 - (c) Postal address of tenderer
 - (d) Telegraphic address
2. Name and address of manufacturer of the major equipments
3. Works:
 - (a) Location with full postal address
 - (b) Total space occupied in sq. meters.
(approximate within 5%)
 - (c) Constructed area in sq. meters
(approximate with in 5%)
4. Name and address of local representative and his telephone number
5. Name and address of the officer of the tenderer / manufacturer to whom all reference shall be made for expeditious co-ordination.
6. Whether the tenderer is sole proprietor / partnership concern / Private Ltd. Company / Public undertaking / Joint venture / Consortium
7. Name of foreign collaborator, if any.
8. Whether the designs are their own or obtained from other sources. If from other sources the same may be indicated.
9. The name, designation, qualification and experience of the engineer employed by the tenderer in design, development and manufacturing of the quoted equipment.
10. Authorised capital of the company.
11. Total annual turnover of the firm during last five financial years.

12. Actual production per year of the equipment quoted during last five financial years giving quantity and bill value rounded off to two decimal place of Rs. Lacs excluding Central Excise.
13. Manufacturing capacity per month of the quoted equipment otherwise.
14. State the name and designation of your relative(s) if any, working in Madhyanchal Vidyut Vitran Nigam Ltd.
15. Ten percent (10%) Performance Security in terms of requirement of specification is to be deposited within 10 days of placement of order. Whether or not willing to deposit. If no state reasons.
16. Whether certificates for satisfactory performance of offered equipment enclosed/not enclosed. If yes, give the quantity to which it refers.
17. Whether quoted ex-works price are firm YES / NO
18. Whether ex-works prices quoted or not. YES / NO
19. Whether packing, forwarding freight & insurance cover (for transit plus 30 days storage thereafter) has been quoted beside ex-works prices (All these charges are to be clubbed) YES / NO
20. Whether the erection, testing and commissioning prices are quoted or not YES / NO
21. Terms of payment as mentioned in relevant clause are acceptable or not YES / NO
22. Give Sales Tax / Trade Tax registration Number, (Enclose last clearance certificate)
 - i) Central
 - ii) State
23. Income Tax Clearance Certificate of current and the preceding year enclosed or not. YES / NO
24. Have you ever been declared bankrupt ? If yes, please give details. YES / NO
25. Whether the Tenderer is agreeable to execute the contract in case the deviations stipulated by him are not acceptable to the purchaser. YES / NO
26. Give two reference (Name, Designation and complete postal address) who can rectify Tenderer's financial status and capacity to undertake such works. One of the reference YES / NO

should be from any scheduled Nationalized bank in India.

27. Have you offered any discount and if so, then what is the rebate/discount in Rs.

NOTE: Bidder shall have to demonstrate his offered system within week of intimation by purchaser.

Seal of the Company

Full Signature :

Name :

Designation :

Date :

SCHEDULE 'F'

(Part I)

Tender Specification No. - 198(WORK)/EDCS/2015-2016

LIST OF DRAWINGS AND LITERATURE ENCLOSED WITH THE TENDER

Sl. No.	Drawing / Literature No.	Title
---------	--------------------------	-------

Seal of the Company

Full Signature :

Name :

Designation :

Date :

SCHEDULE 'G'

(Part I)

Tender Specification No.- 198(WORK)/EDCS/2015-2016

DEVIATIONS FROM "TECHNICAL SPECIFICATION"

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

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

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

Seal of the company

Signature :

Name :

Designation :

Date :

SCHEDULE 'H'

(Part I)

Tender Specification No.- 198(WORK)/EDCS/2015-2016

DEVIATIONS FROM "INSTRUCTION TO TENDERERS"

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

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

The Tenders here by certifies that the above mentioned are the only deviations from the "Instruction to Tenderers".

Seal of the company

Signature :

Name :

Designation :

Date :

SCHEDULE 'I'

(Part I)

Tender Specification No.- 198(WORK)/EDCS/2015-2016

DEVIATIONS FROM "GENERAL REQUIREMENT OF SPECIFICATION"

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

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

The Tenders here by certifies that the above mentioned are the only deviations from the "General Requirements of Specification".

Seal of the company

Signature :

Name :

Designation :

Date :

SCHEDULE 'J'

(Part I)

Tender Specification No.- 198(WORK)/EDCS/2015-2016

DEVIATIONS FROM "GENERAL CONDITIONS OF CONTRACT FORM 'A'"

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

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

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

Seal of the company

Signature :

Name :

Designation :

Date :

SCHEDULE - 'K'

WORK COMPLETION SCHEDULE

PACKAGE Name :

Specification No. :

The following is work completion schedule which shall be followed in completion of the work covered under the above package. The periods in indicated in, from the date of issuance of Notification of Award of Contract.

Sl. No.	Activity	Completion period in months
1	Completion of detailed engineering / site survey / finalization of BOQ.	
2	Procurement of equipment / materials. a) Commencement b) Completion	
3	Shipments a) Commencement b) Completion	
4	Establishment of site office	
5	Erection a) Commencement b) Completion	
6	Testing & Pre-commissioning a) Commencement b) Completion	
7	Commissioning	
8	Total time period required to complete the whole work from the date of award of contract.	

NOTE : Completion period of parallel activities should be clearly indicated.

Seal of the company

Signature :

Name :

Designation :

Date :

SCHEDULE 'M'
(Part I)

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

Tender invited by: **SUPRINTENDING ENGINEER Electricity Distribution Circle Shahjahanpur**

Specification No. :
Tender for (Item) :
Due for opening on :

Sl. No.	Full Name	Designation	Full Address Permanent Official Address	Telephone No.	Full Specimen signature	Relationship with firm's proprietor
I.	FOR PERSONS SIGNING TENDERS					
	1.					
	2.					
	3.					
II.	PROPRIETOR					
	1.					
	2.					
	3.					
III.	PARTNERS					
	1.					
	2.					
	3.					
IV.	DIRECTORS					
	1.					
	2.					
	3.					
V.	EXECUTIVES					
	1.					
	2.					
	3.					
VI.	PRESIDENT/SECRETARY (AS THE CASE MAY BE)					
	1.					
	2.					
	3.					

Note :-

(1) Above details of consortium firms may be specified separately.

(2) In each case, the person who has signed the tender documents must enclose the attested photo copy of power of attorney for signing the tender (To be marked as Schedule-M)

Full Signature of Tenderer :

Full Name of Tenderer :

Seal of the company

Address:

SCHEDULE - 'N'
PART- I

CERTIFICATE OF FINANCIAL CAPABILITY
(To be provided by nationalized Bank/Bank of repute)

From,

Tender Specification No.- 198(WORK)/EDCS/2015-2016

To,

SUPERINTENDING ENGINEER
ELECTRICITY DISTRIBUTION CIRCLE
SHAHJAHANPUR.

Sir,

We hereby certify that the tenderer M/s-----
----- has the financial capability to execute the order up to the value of Rs. ----- Lacs during the
period of 3/6 months as per their bank account with us.

Your's Faithfully

Dated.

Signature -----

Name-----

Designation-----

Name of Bank-----

Branch-----

City-----

State-----

TERMS & CONDITIONS:-

Sealed tenders against Tender Sp. No. 198(Work)/EDC/S/2015-2016 for construction of 33 KV independent feeder from 132 KV S/s Chinor, Shahjahanpur to District Court in Shahjahanpur City Detail mentioned on the attached Price Schedule (Tender Form) shall be received by the Superintending Engineer, E.D.C., Spn. Up to 15.00 hrs on dated 17-03-2016 which shall be publicly opened on the same day at 15-30 hrs in the presence of the tenderers/auth. Representatives who may wish to be present. If this day happens to be holiday, tender shall be received and opened on the next working day on the same time.

1. **Submission of Tender:** Tenders shall be receiving in two separate parts. Each part shall be in separate enveloping duly covering as follows.
 - (A) Earnest Money of Rs. 100000.00 in acceptable form in a sealed cover part- 1st subscribed earnest money against Tender Sp. No. 198(Work)/EDC/S/2015-2016 due on dated 17-03-2016
 - (B) Tender bid containing the offer covering evidence of his fulfilling prequalifying conditions, general information etc. The sealed cover containing the bid shall be subscribed tender bid against Specification No. 198(Work)/EDC/S/2015-2016 due on dated 17-03-2016 both envelopes then be sealed in other envelope subscribed on the top of the envelope Tender Sp. No. 198(Work)/EDC /S/2015-2016.
2. **Preparation of Tender:** Tender must be submitting on the attached form. Cutting or other changes should only make over the signature of the tenderer. Tendered price must be filling both in words & in figures. In case of discrepancies between unit price & amount, lower of the will be govern.
3. **Tender Performa:** Tenderers are required to furnish their tender on the Performa by filling all the replies/conditions. No Tender shall be entertained which is not filled on the prescribed tender form sold by the S.E., E.D.C., Spn.
4. **Qualification of the Tender:** Only Such tenderers need tender who can produced satisfactory evidence that they have necessary resources & organizations to undertake the supply/work to the satisfaction of purchaser.
5. **Earnest Money:** Each Tender must be accompanied by an earnest money amounting Rs. 100000/- in shape of FDR/CDR /TDR/ Bank Guarantee is issued from any nationalized bank of India/Post Office and pledged in favor of S.E., EDC, Spn. Tender without earnest money shall be rejected.
6. **Opening of Tender:** Envelope of earnest money (Part-Ist) shall be opened first and if earnest is found in order, the second envelope (Part-IInd) i.e. rates, terms and conditions shall be opened otherwise second part of the tender, envelope shall not be opened and outright rejected.
7. **Modification prior to date of opening of tender:** Modification in the specification if required will be made by amendment copy of which shall be furnishing to those who have purchase the tender specification.
8. **Prices:** The price mentioned on the price schedule hereof will be remained firm and firm in all respect.
9. **Tender Rates & Taxes:** The tenderer are required to quote their rate F.O.R. destination inclusive of transit insurance freight Paid. As per rule income tax shall be deducted from the bill of the contractor at the time of payment. Other required taxes if legally applicable will be paid extra as per rules & regulations of concerned Department after producing documentary evidence.
10. **Safety of Staff, Labour & Depatt. Material:** Tenderer shall provide all arrangements for safety of staff, labour & Departmental material from Store Centre, Shahjahanpur/ JE Dump Store to Work Site. Corporation shall not be responsible for any mishap /theft of the Departmental material in the time between issuing material to Contractor by Department to cartage of material at Site or accident to any person at site of work or any damages arising there form. The insurance charges of staff if any shall be borne by the tenderer. Department shall not be paid extra for this act.
11. **T & P:** the contractor at his own cost shall arrange all T& P required for completion of that work. Department shall not be paid extra.
12. **Security:** Contractor will make sure to deposit 10% amount of total tendered amount as security money in the office of SE, EDC, Spn. This will be valid at least 01 year & in shape of FDR/TDR/CDR/B.G. The security money will be deposited by the contractor within 10 days from the date of LOI/Agreement which will be earlier. If defect found during this period due to bad workmanship or any other mistake in the job carried out by the contractor it shall be rectified by him free of cost. In case the contractor does not deposit security this

shall be deducted from the running bill of the contractor and shall be refunded after six months of commissioning him as above.

13. **Payment:** Executive Engineer, EDD-IIInd, Shahjahanpur will make payment against running bill on availability of funds.
14. **Penalty:** A penalty of ½ % per week subject to maximum 10% shall be imposed in case of delay of above work beyond the stipulated time; however, penalty shall be imposed only on the uncompleted work. But in case of those incomplete work which are delayed for want of material. Only 15 days will be allowed for completing such from the date of issue of material to the contractor. The JE concerned will clearly indicate the date of issue of material while recording, measurement and sub divisional officer will countersign the same while processing the bill for payment.
15. **Rules & Regulations:** The tenderer have to follow all labour rules, regulations and procedure laid down in the act from time to time. The Department shall make no extra payment towards idle labour charges etc. All disputes out or related to the subject matter of this agreement shall be subject to the jurisdiction of Local Court/High Court. All other terms & conditions of Form "A" of UPPCL and their amendments made time to time shall also be applicable to the tenderers.
16. Department will bear no claim for any accident during the work.
17. The contractor shall be entirely responsible for safe upkeep of the materials given to him till completion of work to the satisfaction of the MVVNL/UPPCL representative for final accounting. The material shall be kept at dump site safely decided by the supervision authority.
18. The contractor shall exercise all possible care to avoid damage to public utility services i.e. water/sewage pipe line, telephone, telecommunication and power cable already laid under the ground. If any accidental damage occurs to these during work, the contractor shall inform Corporation representative about the damages. The contractor will have to repair/replace free of cost all the damages occurred during execution of works in the shortest possible time.
19. The contractor shall arrange at his own end labour, all the proper tools & equipment and testing facilities etc. and balance material required necessarily to complete the work.
20. The contractor shall be solely responsible for any losses/theft/damages/accident to the persons working with/under him and shall have to pay due compensation in accordance with the prevailing rules/regulation of Govt. Contractor shall arrange to have group insurance for labours engaged by him and shall have to pay due compensation in accordance with the same. The Corporation will bear no responsibility whatsoever may be for the compensation to his labour in case of any accident. He will also be required to produce License for engagement of the labours from the Labour Department, U.P. Government.
21. No compensation for idle labours shall be admissible to the contractor on account of stopping of due to non-availability of any material/fund/shutdown/permission from PTCC/Railway/Govt. Deptt. or any other force major conditions beyond the control of the Corporation. However, the contractor shall be given necessary extension in completion period accordingly.
22. While construction work is in progress, the contractor shall have to provide lighting arrangement, sign Boards etc or necessary precautionary materials/arrangements so that accidents/damages/losses to the public manpower of contractor/corporation etc. are avoided.
23. All charges because of damages/losses/claims/theft etc. involved under the conditions laid down above shall be borne by the contractor, if paid by the Corporation shall be recovered from the contractor's bills/security deposit.
24. After completion of work, Concerned Executive Engineer will ensure that "As executed" estimate is prepared & got sanctioned from the Competent authority.
25. Engineer of the Contract: The Engineer of the contract shall be concern Executive Engineer.
26. **ARBITRATION/SETTLEMENT OF DISPUTE:** In case of any dispute between the contractor and the engineer, the decision of Chief Engineer (Distribution), Bareilly will be final and binding on both.
27. **TERMINATION OF AGREEMENT:** The Engineer of the contract can terminate the agreement at any time by giving one-week 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.
28. Clearance of HT Lines at road crossing /from any building shall be in accordance with the provisions in Indian Electricity Rules-1956. In case, the clearance is not maintained proper during construction & accident occurs the contractor shall be solely responsible for payment of compensation whatsoever. If during

inspection of work the clearance from building/at road crossing is not found in accordance with the provisions in Indian Electricity Rules-1956, the expenditure if any involved in its alternation shall be borne by the contractor.

29. As per Hon'ble High Court, Allahabad decision on dated 22.03.2005, the stamp duty on security against execution of agreement of works contract is to be got done under Article 57(B) schedule I.B. of act 1899 as amended up to date in its application to Uttar Pradesh. Therefore the rate contract has been executed on a stamp paper of Rs. 100/- only
30. The contractor shall take proper shut down of the lines, before starting the job and the work shall be carried out only in night schedule of the supply of that area, so as to have minimum interruption of the power in that area. The contractor shall also be responsible to pay compensation in case of any accident is occurred due to his fault or laps of safety rules, if any.
31. Any other material, fitting (i.e. all accessories, PG Clamps etc.) Pin, accessories equipments, apparatus civil works related material which might not have mentioned in the bid documents but which are used and necessary for completion of work as per RESSPO norms/ relevant ISS shall be arranged by the MVVNL at his own cost. All T&P and labour for successful work shall be supplied by the contractor. Railway xing, road restoration charges during the process of cable laying shall be paid by UPPCL to Railway / NHAI authorities as per actual. In places of STP Poles, PCC Poles can be used as and when instructed by JE/ SDO of the area.
32. The work will be carried out as per approved relevant drawings of RESSPO & instructions of SE, EDC/ EE, EDD-IIInd, Shahjahanpur.
33. The work will be carried out under the supervision of EE, EDD-IIInd, Shahjahanpur.
34. The material shall be supplied from nearby Central Store of Dump Store of JE concerned at Shahjahanpur.
35. The route of line shall be finalized by the EE, EDD-IIInd, Shahjahanpur.
36. The final survey for fixing the line supports by the alignment etc, shall be carried out by the contractor which he will get approved by the Engineer in charge before starting the execution of work.
37. All the material to be supplied by the department for construction of line.
38. Departmental material shall be issued to the contractor through proper invoice. No extra payment shall be made to him for storage and safety of material.
39. **VARIATION IN QUANTITY-** The quantity as mentioned in schedule of works for construction of substation may vary upto (+/-) 20%. The work mentioned in some items may not be required to be executed or may be modified as per actual requirement. As such the contractor will carry out the work as per actual requirement under instruction of Engineer in charge.
40. Payment will be made by the EE, EDD-IIInd, Shahjahanpur against running bills subject to the availability of funds, after deducting income tax and any other taxes as per Govt. Rules.
41. No claim for interest of damaged will be entertained by the department with respect to any money or balance which may be lying with the corporation owing th any disputes, differences of misunderstandings between Engineer in charge on the one hand & the contractor on the other hand or with respect to any delay on the part of the Engineer in charge in making periodical or final payment or in any other respect whatsoever.
42. The decision of SE, EDC, Shahjahanpur about the quality of the work will be binding on the contractor.
43. **COMPLETION PERIOD-** The work shall be completed before 25-05-2016 from the date of signing of the contract subject to receipt of material from Department as well as permission from National Highway Authority/ Local Authority and Indian Railway.
44. No claim shall be entertained for labour sitting idle due to stoppage of work of shortage of material etc. to be supplied by the department or due to changes in design or delay in payments or on account of any other reason whatsoever.
45. The contractor or this authorized representative will remain at site throughout the period during which the work is in progress. The name and attested signature of his authorized representatives should be intimated to the Engineer in charge before the work starts.
46. **ESCALATION OF RATES-** No escalation of rates over the finally accepted rates for execution of work shall be allowed.
47. **DEBITABLE AGENCY-** If the contractor fails to perform the work successfully or discontinues the work before completion or the work is discontinued by the department due to poor performance of contractor, the security money shall be forfeited in all the cases and work be got done from debit able agency at the cost of

contractor i.e. all such expenditure incurred by the department to get the work completed shall be recovered from contractor's pending bills/ security/ earnest money.

48. The electricity for fabrication shall be provided by the department.
49. The contractor shall be given store material by the corporation representative for each job which will be acknowledged and arrange to submit detail utilization of material used on the work and balance return to store immediately after completion of each work.
50. The agreement shall further be governed by the general conditions of contract Form-A and all relevant labour laws and contract labour (regulation and abolition) Act 1970, Indian Electricity Rules 1956 and Indian Electricity Supply Act 1910, Indian Electricity Act 2003 and Electricity Distn. Code 2005 as amended from time to time.

FINANCIAL BID TO BE FILLED BY THE TENDERER (PART-IIInd)

SL.	DESCRIPTION OF WORK	UNIT	QTY.	RATES	
				In figures	In words
PART-A (CARTAGE AND ERECTION)					
1	SAFE CARRIAGE OF XLPE 33 KV CABLE OF SIZE 3X120 FROM STORE CENTER SHAHJAHANPUR TO WORK SITE INCLUDING LOADING AND UNLOADING BOTH SIDES.	K.M.	7.2		
2	SAFE CARRIAGE OF 33/0.4 KV 250 KVA DISTN. TRANSFORMERS FROM STORE CENTER SHAHJAHANPUR TO WORK SITE INCLUDING LOADING AND UNLOADING BOTH SIDES.	NOS.	2		
3	SAFE CARRIAGE OF OTHER LINE MATERIAL INCLUDING M S CHANNEL, S ANGLE, LT CABLE, METERING CUBILE, STRUCTURE etc FROM STORE CENTER SHAHJAHANPUR TO WORK SITE INCLUDING LOADING AND UNLOADING BOTH SIDES.	QTL.	95		
4	SAFE CARRIAGE OF STP 11 MTR LONG FROM STORE CENTER SHAHJAHANPUR TO WORK SITE INCLUDING LOADING AND UNLOADING BOTH SIDES.	NOS.	30		
5	ERECTION OF DOUBLE POLE MADE OF ST/PCC POLES BY DIGGING OF PITS AND FIXING OF ALL REQUIRED DOUBLE POLE ACCESSORIES	NOS.	15		
6	EARTHING OF DOUBLE POLE BY EARTHING RODS COMPLETE IN ALL RESPECT.	NOS.	15		
7	GROUTING OF STAY COMPLETE IN ALL RESPECT BY DIGGING OF PITS AND FIXING OF ALL REQUIRED ACCESSORIES.	NOS.	10		
8	LAYING OF UNDERGROUND 33 KV XLPE CABLE OF SIZE 3X120 SQ. MM. BY MACHINE COMPLETE IN ALL RESPECT.	MTRS.	6900		
9	LAYING OF 33 KV XLPE CABLE OF SIZE 3X120 SQ. MM. UNDER ROAD, RAILWAY XING THOROUGH G I PIPE BY BOARING TYPE COMPLETE IN ALL RESPECT.	MTRS.	100		
10	TERMINATION OF HEAT & SHIRNKABLE 33 KV JOINTING KITS OF SIZE 3X120 SQ. MM OUTDOOR TYPE..	NOS.	56		
11	FIXING OF G I PIPE WITH SUPPORT OF M S ANGLE FOR SINGLE POLE.	NOS.	56		
12	Construction of plinth of size 2.0x2.0x1.5 Mtr. Consisting the following works as per RESPO Schedule/ specification including providing all material & fixing two pieces of Rail pieces of size 90 lbson the top of plinth :	Nos.	2		
	a) Earth work in excavation.				
	b) C.C. Work in ratio 1:4:8				
	c) Ist Class brick work in ratio 1:6				
	d) R.C.C. Work in ratio 1:2:4				
	e) Plaster 10 mm thick in ratio 1:4				
13	MOUNTING OF T/F ON CONSTRUCTED PLINTH WITH MAKING ALL CONNECTIONS COMPLETE IN ALL RESPECT.	NOS.	2		
14	FABRICATION OF 33 KV FUSE SET STRUCTURE	NOS.	2		

	INCLUDING GROUTING AND CONSTRUCTION OF ITS PLINTH WITH ALLUMINIUM PAINT & 02 COATS OF RED OXIDE BEST QUALITY COMPLETE IN ALL RESPECT.				
15	INSTALLATION OF 33 KV FUSE SET ON STRUCTURE COMPLETE IN ALL RESPECT.	NOS.	2		
16	FABRICATION OF 33 KV LINE ISOLATOR STRUCTURE INCLUDING GROUTING AND CONSTRUCTION OF ITS PLINTH WITH ALLUMINIUM PAINT & 02 COATS OF RED OXIDE BEST QUALITY COMPLETE IN ALL RESPECT.	NOS.	1		
17	INSTALLATION OF 33 KV LINE ISOLATOR ON STRUCTURE COMPLETE IN ALL RESPECT.	NOS.	1		
18	FABRICATION OF 33 KV BUS ISOLATOR STRUCTURE INCLUDING GROUTING AND CONSTRUCTION OF ITS PLINTH WITH ALLUMINIUM PAINT & 02 COATS OF RED OXIDE BEST QUALITY COMPLETE IN ALL RESPECT.	NOS.	2		
19	INSTALLATION OF 33 KV BUS ISOLATOR ON STRUCTURE COMPLETE IN ALL RESPECT.	NOS.	2		
20	FABRICATION OF 33 KV LIGHENING ARRESTER STRUCTURE INCLUDING GROUTING AND CONSTRUCTION OF ITS PLINTH WITH ALLUMINIUM PAINT & 02 COATS OF RED OXIDE BEST QUALITY COMPLETE IN ALL RESPECT.	NOS.	3		
21	INSTALLATION OF 33 KV LIGHTENING ARRESTOR ON STRUCTURE COMPLETE IN ALL RESPECT.	NOS.	3		
22	FABRICATION OF 33 KV POST INSULATOR STRUCTURE INCLUDING GROUTING AND CONSTRUCTION OF ITS PLINTH WITH ALLUMINIUM PAINT & 02 COATS OF RED OXIDE BEST QUALITY COMPLETE IN ALL RESPECT.	NOS.	1		
23	INSTALLATION OF 33 KV POST INSULATOR ON STRUCTURE COMPLETE IN ALL RESPECT.	NOS.	1		
24	FABRICATION OF 33 KV BUS BAR STRUCTURE INCLUDING GROUTING AND CONSTRUCTION OF ITS PLINTH WITH ALLUMINIUM PAINT & 02 COATS OF RED OXIDE BEST QUALITY COMPLETE IN ALL RESPECT.	NOS.	1		
25	LAYING OF DOG CONDUCTOR AND MAKING BUS BAR COMPLETE IN ALL RESPECT.	JOB	1		
26	INSTALLATION OF 33 KV METERING CUBICLE IN METER ROOM COMPLETE IN ALL RESPECT.	NOS.	1		
27	EARTHING OF T/F BY BOARING TYPE UPTO WATER LEVEL WITH PROVIDING GI PIPE AND MAKING CONNECTIONS FROM BOARING SIDE TO NEUTRAL AND BODY OF T/F WITH GI STRIP COMPLETE IN ALL RESPECT.	NOS.	4		
28	EARTHING OF SWITCHYARD BY DIGGING OF TRENCH LAYING OF M S ROUND BAR (TO BE PROVIDED BY THE DEPARTMENT) AND WELDING OF ELECTROYDE COMPLETE IN ALL RESPECT.	JOB	1		
29	FABRICATION OF WIRE MESH FENCING 1 SWG 37MMX30MM HEIGHT 1.5 MTR. INCLUDING GATE (WIRE MESH TO BE SUPPLIED BY THE	MTRS.	30		

	CONTRACTOR) (QUANTITY OF WORK MAY BE VARY AS PER SITE CONDITION) WITH PAINTING				
30	EARTHING OF 33 KV STRUCTURES BY M S STRIP 50X6 MM COMPLETE IN ALL RESPECT.	NOS.	8		
31	CONSTRUCTION OF A TERMINAL GENTRY OF SIZE 0.6X0.3X40 Meters (WXDXL) FOR LAYING XLPE CABLE OF SIZE 3.5 CORE 400 SQ. MM.) FROM T/F TO ACB PANNEL WITH 1ST CLASS BRICK WORKS IN RATIO 1:6, PLASTER 10 MM THICK IN RATIO 1:6	MTRS.	40		
32	LAYING OF XLPE CABLE OF SIZE 3.5 CORE 400 SQ. MM. IN TERMINAL GANTRY FROM T/F TO ACB PANEL AFTER THAT PROPER COVERING OF GANTRY WITH REQUIRED MATERIAL COMPLETE IN ALL RESPECT AS PER RESSPO MANUAL.	MTRS.	40		
33	COMPLETE LAYING OF EARTHMAT IN NEWLY CONSTRUCTED 33 KV SWITCHYARD AS PER RESSPO MANUAL.	JOB	1		
34	ROAD RESTORATION WORKS COMPLETE AFTER LAYING XLPE CABLE AS PER NORMS OF PWD DEPARTMENT.	JOB	1		
35	PAINTING OF STP POLES WITH ALLUMINIUM PAINT & 02 COATS OF RED OXIDE BEST QUALITY COMPLETE IN ALL RESPECT.	NOS.	30		
36	FIXING OF 0.4 KV LT ACB PANEL DISTN. BOX COMPLETE IN ALL RESPECT.	NOS.	2		

Special Terms and Conditions;

1	All the work shall be executed as per RESSPO Schedule of UPPCL and shall be binding on contractor.
2	Labour, T&P , Vehicle,, Grouting materials etc. will be arranged by the tenderer.
3	ALL Line material (CENTRALIZED & DECENTRALIZED) will be issued by the department from Store Centre, Shahjahanpur/ dump store of concerned JE
4	Instructions to the tenderers are enclosed herewith.
5	Necessary approval will be taken from Forest Department/ Railway Department/ Cantt. by the contractor before start of work; legal fees if any, to be deposited by the Deartment. Otherwise any penalty/action charged by the concerned department will be borne by the contractor.