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MADHYANCHAL VIDHYUT VITRAN NIGAM LTD. LUCKNOW

TENDER DOCUMENT



FOR SUPPLY OF ANDROID MOBILE
(4 GB/64 GB, MDM SUBSCRIPTION FOR ONE YEAR, ONE YEAR
EXTENDED WARRANTY)

TENDER NO.	:	MEDCO/4002/2026
EARNEST MONEY (EMD)	:	RS. 24,000.00
TURNOVER (MAAT)	:	RS. 23.96 Lacs

Issued By:
Superintending Engineer (MM)
+919415901124/9415999010
e-mail: se.mmmd.office@mvvnl.org
Website: <https://etender.up.nic.in>

TECHNICAL SPECIFICATIONS OF SMARTPHONE

Minimum Technical Requirements

1. Device Type: Smartphone
2. Operating System: Android 13 or higher
3. **RAM**: Minimum : 4 GB
4. Internal **Storage**: Minimum 64 GB
5. Processor: Octa-Core Processor, 2.0 GHz or higher
6. Display: Minimum 6.5-inch HD+ Display
7. Resolution: 1600 × 720 pixels or higher
8. Rear Camera: Minimum 13 MP
9. Front Camera: Minimum 5 MP
10. Battery: Minimum 5000 mAh
11. SIM Support: Dual SIM
12. Network: 4G VoLTE / 5G Compatible
13. Connectivity: Wi-Fi, Bluetooth, GPS, USB Type-C
14. Security Features: Fingerprint Sensor and Face Unlock
15. Expandable Memory: MicroSD support up to 1 TB
16. Audio: 3.5 mm Audio Jack
17. Sensors: Accelerometer, Proximity Sensor, Ambient Light Sensor
18. Accessories: Charger, USB, Cable, User Manual and SIM Ejector Tool
19. Certification: BIS Certified and compliant with applicable Government of India standards
20. **MDM** - MDM should be of smartphone, Department BOOT Logo shall be provided. Application push facility on the smartphones.
21. **Warranty** - Total 2 Years Warranty (1 Year Basic + 1 Year Extended)
22. Must submit the **Bid specific Authorization from OEM**.
23. Must have executed Similar value related to IT Equipment in last 3 years.

General Conditions

1. The smartphone offered shall be new and unused.
2. The offered model shall be from a reputed manufacturer and currently available in the Indian market.
3. All accessories supplied shall be original and supplied by the manufacturer.
4. The device shall be delivered in sealed manufacturer packaging.

Terms & Conditions for Smart Phone MDM Solution

1. Solution must provide a dedicated cloud tenant with logical isolation and dedicated database architecture (to ensure data security and privacy)
2. Solution must provide built-in antivirus capabilities (to protect devices from any virus attacks)
3. The solution must support secure bi-directional file transfer (to support file transfer from device-to-server and server-to-device)
4. Solution must support remote execution of scripts, commands, and automation tasks on managed Android devices.

IMPORTANT NOTE

- (1) The Bidders are required to quote quantities which can be supplied with in delivery schedule given in annexure "E" of Instruction to Bidder but minimum quantity required to be quoted is 100%. Delivery schedule mentioned beyond delivery schedule "E" shall not be accepted.*
- (2) The Bidders must submit copies of orders placed with them in support of experience along with their performance certificate.*
- (3) The Bidders are required to submit copies of balance sheet for the last five financial years including the financial year 2024-25 with UDIN (if not available then till latest financial year) duly certified by a Chartered accountant in support of their turn over otherwise bid will be rejected.*
- (4) Bidders must be required to upload the tender document in PDF file (as per check list enclosed) only, otherwise it may be rejected without assigning any reason there-off.*
- (5) In case of any contradiction in Technical Specification, the relevant IS or mentioned anywhere in tender documents; the parameter whichever is better, shall prevail.*
- (6) In case of any contradiction in terms & conditions mentioned at more than one place, the terms & conditions to the best advantage of MVVNL, will prevail.*
- (7) In case of Transformers, Cables, Conductors, Insulators, Switchgears & Oil, BIS Certification is mandatory. Firms have to enclose Valid BIS Certificate with the tender.*
- (8) It is mandatory for the Bidder to fill up relevant columns in the BOQ.*
- (9) SNAP bidding/RA may be done if rates after financial bid opening/negotiation are not reasonable as per MVVNL analysis.*

**CHECKLIST OF MANDATORY DOCUMENTS TO BE UPLOADED IN THE
FOLLOWING SEQUENCE WITH THE BID.**

1. BIS/MSME Certificate/License for manufacturer as per bid requirement.
2. In case, where accredited dealers are allowed, dealership certificate should be more than one year old.
3. The bidder shall enclose copies of relevant Purchase orders/Performance Certificate towards its operational experiences for past three years/guarantee period.
4. The indigenous manufacturers or their foreign collaborator must have manufactured 100% of the specified quantities of identical or similar equipment in any Discom of UPPCL, Government Department/PSU/Power Utility anywhere in India.
5. Schedule 'K' (for offered qty.) in prescribed proforma as per bid documents.
6. Schedule 'C' (for 180 days validity) in prescribed proforma as per bid documents.
7. Copy of EMD details.
8. Audited Balance Sheets/CA's Certificate with UDIN No. for Turnover details.
9. Undertaking regarding non blacklisting/debarment.
10. All other relevant documents as required in the bid.

INSTRUCTIONS TO BIDDERS (ITB)

1.0 Definition(s)

In this bid document (including all the appendices), unless the context otherwise requires, the terms given below shall have the following meanings assigned to them:

- 1.1 “Addendum” shall mean any other document issued to the bidders in addition to the bid document by the DISCOM in the context of this bidding process.
- 1.2 “Agency / Service Provider/Contractor” shall mean the successful bidder who has received the Letter of Award and signed the agreement with the DISCOM to execute the Contract.
- 1.3 “Award of Contract” shall mean the issue of the Letter of Award/Letter of Intent.
- 1.4 “Bid/Tender” shall mean the proposal/document that the bidder submits in the requested and specified form as mentioned in bid documents.
- 1.5 “Bidder” shall mean the firm/party who quotes the offer against a tender or Expression of Interest.
- 1.6 “Bid documents” shall mean all the documents issued to the bidder to procure works/ services/materials.
- 1.7 “BG” shall mean Bank Guarantee.
- 1.8 “Companies Act” shall mean The Companies Act, 1956 (as amended or replaced from time to time).
- 1.9 “Contract” means the Contract Agreement entered into between the DISCOM and the Agency/servicer/Contractor, together with the Contract Documents referred to therein; all such documents shall constitute the Contract and the term Contract shall in all such documents be construed accordingly.
- 1.10 “Contract value” shall mean the Original contract value, as adjusted after giving effect of (i) price escalation (as per the statutory provisions), and (ii) changes in statutory taxes which is to be compensated by DISCOM as per the contractual provisions(if any).
- 1.11 “EMD” shall mean Earnest Money Deposit.
- 1.12 “Instruction” shall mean any drawings and/or instruction in writing, details, directions and explanations issued by the DISCOM from time to time during the Contract Period.
- 1.13 “Month” shall mean calendar month.
- 1.14 “Notice in Writing” or “Written Notice” shall mean a notice, in written, typed or printed characters sent (unless delivered personally or otherwise proved to have been received) by registered post to the last known private or business address or registered office of the addressee or electronic media and shall be deemed to have been received when in ordinary course of post it would have been delivered.
- 1.15 “DISCOM” or “Service Recipient” or “Discom” shall mean (MUVNL).
- 1.16 “Services” shall mean all the services which the successful bidder is required to provide under the scope of work/supply to the DISCOM under the Contract.
- 1.17 “Successful bidder” shall mean the bidder who has received the letter of award/LOI from the DISCOM to execute the work/supply as per specification/contract.
- 1.18 “Supply Order” means written order signed by the DISCOM after the successful bidder has acknowledged the LOA/LOI. This along with LOA, Specifications (RFP) document and the bidders response to RFP shall constitute Part of the Contract.

1.1 **PREPARATION OF TENDER:**

- 1.1.1 Before submission of the tender, the *Bidders* are required to make themselves fully conversant with the Technical Specifications, Drawings, Instructions to *Bidders* General requirement of Specifications including schedules and General Conditions of contract of form 'B' as may be applicable so that no ambiguity arises at a later date in this respect.
- 1.1.2 Any inconsistency or ambiguity in the offers made by Bidder shall be interpreted to the maximum advantage of MVVNL and disadvantage to the Bidder. The Bidder shall have no right to question the interpretation to the purchaser in all such cases and the same shall be binding on the Bidder.
- 1.1.3 The tender should be prepared and submitted strictly in accordance with the instructions contained in these specifications. The tender shall be complete in all respect. Tender must be submitted in the manner specified on the attached prescribed schedule and / or copies thereof. To complete the proposal, the Bidder must fill in the tender form, declaration, all schedules & data sheet, annexed with the specification, item by item in accordance with the instructions and notes supplementary thereto. The interpolations, insertions, cutting & corrections made in the tender offers should be duly initialed by the Bidder.
- 1.1.4 Bidder shall supply the data required in sheets annexed with the specification by typing at appropriate places against each item to facilitate preparation of comparative statements. These sheets must be properly signed by authorized representative of the Bidder/ manufacturer testifying the data submitted. All schedules must be duly filled in and shall be enclosed with each copy of the tender. In case the Bidder does not supply any of the required information at the time of tender, necessary loading may be made while evaluating the prices of his offer without giving him any further opportunity to supply or clarify the same. The *Bidders* are notified that in case the required information's are not furnished in the specified proforma/schedules attached with the specification, the purchaser shall not be responsible for any error in the evaluations of their tender on this account. Further, the failure to comply with this requirement may result in the rejection of the tender at the discretion of the purchaser.
- 1.1.5 Purchaser may revise or amend these specifications and drawing etc. prior to date notified for opening of tenders. Such revision/amendment, if any will be communicated to all prospective *Bidders* as amendment/addendum to the specification maintaining reasonable time schedule for preparation of tender by the *Bidders*.
- 1.1.6 Any portion of the terms and conditions as laid down in these specifications which are not clear to the Bidder should be got clarified from the purchaser before submission of the tender so that no ambiguity/confusion arises at a later date in this respect.
- 1.1.7 **TELEGRAPHIC TENDERS SHALL NOT BE CONSIDERED UNDER ANY CIRCUMSTANCES:**
 Bidder, if so desire, may authorize one representative for attending tender opening on his behalf. In such instance, the representative shall be required to submit the authorization certificate with his signature duly attested by the person signing tender or on behalf to the Bidder. This certificate shall be submitted to the authority opening the tender. In absence of such certificate, no representative shall be allowed to participate in tender opening.

1.2 **PRE-QUALIFYING CONDITIONS:**

Tender's meeting the following conditions only will be considered.

1.2.1 **QUALIFICATION OF TENDERES:**

- (a) The *Bidders* shall have to be **manufacturer/accredited representatives/authorized dealer** of the equipment offered.
- (b) Relevant documents (BIS/License/MSME) in support of the above must be furnished along with undertaking of the manufacturers. If these documents are not furnished alongwith the tenders, the offer will be liable to be rejected summarily.
- (c) In case of accredited dealer, dealership certificate should be more than one year on date of tender opening.
- (d) In case of Transformers, Cables, Conductors, Insulators, Switchgears & Oil, BIS Certification is mandatory. Firms have to enclose Valid BIS Certificate with the tender.
- (e) Bids shall be outrightly rejected if bidder eligible for submission of Earnest Money Deposit (EMD) while bidding has not submitted the EMD amount as per rules.
- (f) Submission of all schedule are mandatory to be qualified. Deviations are allowed only after approval of MD MVVNL.

Note : 1. MDM - MDM should be of smartphone, Department BOOT Logo shall be provided. Application push facility on the smartphones.

2. Must submit the Bid specific Authorization from OEM.

1.2.2 (a) **OPERATIONAL EXPERIENCE:**

Offered equipment should have given three years proven trouble free operational service in tropical climate. However, in case of equipment being manufactured in India under valid FOREIGN COLLABORATION, operating experience in tropical climate of offered collaborator's equipment shall also be acceptable provided copy of valid collaboration agreement for the equipment offered is submitted with the tender. Further, in case of offer of imported equipment, the three years operating experience will be considered in respect of those areas only which are similar to the tropical condition prevailing in India. **The bidder shall enclose copies of relevant Purchase orders/Performance Certificate towards its operational experiences for past three years/guarantee period.**

(b) **Manufacturing experience:**

The indigenous manufacturers or their foreign collaborator must have manufactured 100% of the specified quantities of identical or similar equipment in any Discom of UPPCL, Government Department/PSU/Power Utility anywhere in India.

1.2.3 **Testing Facilities:**

The Bidder must have all necessary facilities at their works for carrying out such routine and acceptance tests as prescribed in the relevant ISS and any other routine and acceptance test as specified in the specification. Documentary evidence (**valid calibration certificates of testing equipment's available**) of existence of such facilities **will be submitted alongwith the tender failing which bid may be rejected.**

1.2.4 **Type Test:**

(A) For indigenous bids or fully imported bids:

The offered equipment must have been fully type tested as per relevant ISS and/or any other specified international standards during the **last 5-years period to be reckoned from the date of opening of tender**. Photocopy of such type test reports/certificates must be submitted along with tender bid. The type test certificates of proto type manufactured and tested by foreign collaborators of the Bidder at their works shall not be acceptable for indigenously manufactured equipment.

(B) For indigenous bids under valid foreign collaboration.

- i) The offered indigenously manufactured or collaborators manufactured equipment should have been type tested and report submitted with the tender.
- ii) The collaborator's equipment shall have three years operating experience under tropical climate.

1.2.5 For those indigenous manufacturers who have neither manufactured 20% quantity, indigenously and nor got their equipment type tested but are qualifying because of his

foreign collaborator's manufacturing experience and type testing, the maintenance period shall be 66 months from the date of receipt of material at site or 60 months from the date of commissioning, whichever is earlier, instead of 18 months & 12 months respectively as provided under clause 30 of Form -'B'.

- 1.2.6 Purchaser at his discretion may consider to award trial order of small quantity to those bidders who have proven design and meet the requirements of clause 1.2.1, 1.2.3 and 1.2.4A. Such suppliers shall continue to be eligible for trial orders under this clause till their equipment has given three years trouble free operational service.

1.2.7 DATE OF CONSIDERATION:

The above cited experience and manufactured quantities shall be counted as on the date of opening of the tender.

All statements and claims should be duly supported by authenticated copies of documents without which the tender is liable to be rejected summarily.

1.2.8 DELIVERY SCHEDULE :

Delivery should be strictly as per 'Annexure-E', starting within 45 days of LOI issued (As per Annexure-E).

- 1.2.9 If offered material will deviate from desired Technical Specification (Schedule-G) bid may be rejected.

1.3 SUBMISSION OF TENDER:

1. The Bidder shall upload/submit his tender only on U.P. Government e-tender website: etender.up.nic.in **upto 14.00 hrs. of 28th July' 2026.**

2. Tender fee of **Rs. 5900.00 (Rupees Five Thousand Nine Hundred Only) inclusive of GST** only in the form of NEFT/RTGS in the favour of Executive Engineer to Managing Director, Madhyanchal Vidyut Vitran Nigam Ltd. Lucknow, payable at Lucknow (Bank details-State Bank of India, Ashok Marg, Lucknow, A/c No. 10101985738, IFS Code-SBIN0003347, Account Holder's name-Executive Engineer to Managing Director, MVVNL, Lucknow).

1.3.2 TENDER BID PART - I (Earnest money, Validity, Technical & Other terms):

"Bid security" (including the term 'Earnest Money Deposit'(EMD), in certain contexts) means a security from a bidder securing obligations resulting from a prospective contract award with the intention to avoid: the withdrawal or modification of an offer within the validity of the bid, after the deadline for submission of such documents; or failure to comply with any other condition precedent to signing the contract specified in the solicitation documents.;

- 1.3.2.1 Bidder is required to deposit earnest money as specified in the tender notice for full tendered quantity. **In case any Bidder wishes to quote lesser quantity as per minimum quoted quantity (MQQ) mentioned in tender. The amount of earnest money may be reduced proportionately.** In case any tender deposits earnest money of a lesser amount, his offer shall be considered for the proportionate quantity only unless specified otherwise in the special instructions. The earnest money shall be accepted in any of the following forms only.

- (a) Submission of Earnest Money of **Rs. 24,000.00** through **RTGS/NEFT** (Bank details-State Bank of India, Ashok Marg, Lucknow, A/c No. 10101985738, IFS Code-SBIN0003347, Account Holder's name-Executive Engineer to Managing Director, MVVNL, Lucknow) along with the tender bid Part-I in soft copy (Signed and Scanned copy of deposited tender EMD and confirmatory mail from issuing Bank in PDF format) **upto or before last bid submission date as per NIT or subsequent corrigendum.**

OR

- (b) Submission of Earnest Money of **Rs. 24,000.00** in the form of **Bank Guarantee** from a schedule Bank in India, executed on a non-judicial stamp, paper of requisite value as per U.P. Stamps Act STRICTLY on the specified proforma appended with form 'B' (only applicable when amount of earnest money exceeds Rs. 500/-) along with the tender bid Part-I in soft copy (Signed and Scanned copy of deposited tender EMD **upto or before last bid submission date as per NIT or subsequent corrigendum.** on tender website and

original copy of *Bank Guarantee* should be sent/deposited to MVVNL **within three days** of opening of tender.

The validity of the Bank guarantee would not be less than **270 days** from the date of tender opening plus claim period of **6 months**. Any deviation or addition/deletion from the text of the specified proforma of a Bank Guarantee/inadequate value of stamp paper shall render the Bank Guarantee invalid for the purpose of opening of tender Bid Part – II.

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

1.3.2.3 Beside earnest money & validity offer, this bid shall also contain all Technical, Commercial and other terms and conditions. The following documents duly filled in, must also accompany the tender bid Part- I:

1. Schedule A : Tender Form.
2. Schedule B : Documents regarding pre-qualification details of the Bidder.
3. Schedule C : Declaration.
4. Schedule D : Proforma for joint undertaking by collaborator/Associate and the Bidder.
5. Schedule E : General particulars.
6. Schedule F : List of drawing/literature enclosed with the tender.
7. Schedule G : Schedule of deviation from Technical specification.
8. Schedule H : Schedule of deviation from Instructions to Bidder.
9. Schedule I : Schedule of deviation from General requirement of specifications.
10. Schedule J : Schedule of deviation from General conditions of contract form B.
11. Schedule K : Schedule of quoted guaranteed delivery.
12. Schedule L : Schedule of Certificate of reasonability of rates.
13. Schedule M : Statement giving details of proprietorship/partnership of the tendering firm.
14. Schedule N : Schedule of Certificate of financial capability.
15. Schedule O : Tender Fee and EMD Exemption claim - form (only for micro, small & start-up enterprises).
16. Complete Technical details, Specification & literature / drawing of equipment offered.
17. Income tax clearance.

Note- No price is to be indicated in any form in any of the above schedules for any item in tender bid Part- I whatsoever.

1.3.2.4 If the successful bidder fails to furnish the contract performance guarantee within thirty (30) days after the issue of Letter of Award (LOA), their EMD shall be liable to be forfeited.

1.3.2.5 The DISCOM reserves the right to forfeit EMD or part thereof in circumstances and initiate actions as deemed appropriate, which according to it indicates that the bidders are not earnest in accepting/executing orders placed under given specifications.

1.3.2.6 EMD shall be forfeited in case of withdrawal or modification of a bid/offer after opening of the bids within the validity period as specified in tender documents.

1.3.3 **TENDER BID PART- II (PRICES):**

The document, duly filled in, must be submitted online in Part- II bid.

1.3.4 **PROCEDURE FOR OPENING AND PROCESSING OF TENDERS:**

Part- I: 'Earnest Money', Validity & Technical/Commercial pre- qualifying conditions of the offer shall be publicly opened first on the due date as specified/notified Part-I of the tenders accompanied with the required earnest money & validity shall be scrutinized and processed in this office to ensure whether the same are conforming to the technical requirements of the specifications. During bid evaluation, the DISCOM may, at its discretion, ask the Bidder for a clarification of its bid. In case of erroneous/non-submission of documents required to be submitted by the Bidder as per the provisions of the Bidding Documents, the DISCOM may give the Bidder not more than 7 working days" notice to rectify/furnish such documents, failing which the bid shall be rejected.

The request for clarification and the response shall be in writing, and no change in the price or substance of the bid shall be sought, offered or permitted.

- 1.3.5** The tenderer, after submitting the bid, is permitted to withdraw, substitute or modify the tender, without forfeiture of bid security/EMD, upto the date time of receipt to tender any such request received after the prescribed date and time of receipt of tender will not be considered. No bid may be withdrawn in the interval between the deadline for submission of bids and expiration of the period of bid validity. Withdrawal of a bid during this period will result in forfeiture of the bidder's bid security (EMD) and other sanctions.

- 1.3.6** **Bidder shall ensure to put initials on each and every page of the tender. Last page of each document forming part of the tender shall bear full signature under official seal fully disclosing the name, designation and relationship with the firm of the signatory.** ~~In case of partnership concern, the tender may be signed by all the partners of the firm or one of them holding power of attorney (copy to be furnished along with the offer).~~ In case of corporation/company, tender may be signed either by the president or secretary of such authority to be furnished along with the offer).

Besides this, the Bidder shall ensure to furnish the following information.

- (i) Name, designation, profession with postal address of all the partners/directors and other persons authorized to conduct business in respect of this tender.
 - (ii) Postal addresses of the firm's works, regd, and head offices, sales office and local office etc.
 - (iii) Names and postal address of their authorized local representative/liason officers.
- 1.3.7** The DISCOM will ascertain to its satisfaction whether Bidders determined having submitted substantially responsive bids are qualified, as per the Qualification Requirement mentioned in the bid documents. The DISCOM shall be the sole judge in this regard and the DISCOM's interpretation of the Qualification Requirement shall be final and binding.
- 1.3.8** The bid from those bidders shall not be accepted who failed to submit Performance Security on issue of Letter of Award (LoA) for any other Contract of DISCOM in past 3 years.
- 1.3.9** The DISCOM may waive any minor informality, nonconformity or irregularity in a bid that does not constitute a material deviation, affecting the capability of the Bidder to perform the Contract.

1.4 **VALIDITY:**

The tenders shall be valid for a period of 180 calendar days from the date of opening of the tenders and the tenders with lesser validity period are liable to be rejected.

1.5 **PRICE & PRICE STRUCTURE :**

The *Bidders* are required to quote firm or variable prices without ceiling limit on either sides as per schedule.

- 1.5.1** The equipment shall be installed at different place in MVVNL hence the Bidder must quote unit F.O.R. destination price of all the items (along with ex- work prices) for dispatch to any railway station in Madhyanchal Vidyut Vitran Nigam Limited./* The unit F.O.R. destination price shall comprise of the following components.
- (a) Ex- works prices.
 - (b) Packing, forwarding, freight and insurance charges against all risks including insurance charges for 30 days storage after receipt of equipment at destination stores / substation against all risks. The *Bidders* must clearly specify these components individually besides the F.O.R. destination prices.

1.5.2 **G.S.T. (GOODS & SERVICE TAXES):-**

- i) G.S.T. shall be paid extra as applicable at actual on (Ex-works+ Packing, forwarding, average freight & insurance for transportation).
 "As per section 171 of CGST Act 2017, Any reduction in rate of tax on any supply of goods or services of the benefit of input tax credit shall be passed on to the recipient by way of commensurate reduction in prices. Hence supplier/Manufacturer to ensure to pass the benefit of reduced prices to UPPCL/MVVNL. Further price quoted by supplier/Manufacturer is subject to scrutiny under above section".

1.5.3 **PRICE VARIATION :**

- 1.5.3.1 ~~The *Bidders* are required to quote Variable prices only without ceiling limit on either side, as per IEEMA / IPC / CACMAI etc. or relevant formula and base indices as given in Annexure 'A' unless specific otherwise under "special instruction to *Bidders*", the price variation admissible as per the latest price variation formula as applicable for the equipment (of the tendered capacity and rating). The ruling date of basis prices of raw materials published in IEEMA / IPC / CACMAI etc. circulars as applicable shall be the date as on first working day of the calendar month prior to the date of tendering. The date of tendering shall be taken as the notified date of opening of the tender. The Bidder shall furnish the photocopy of the relevant IEEMA / IPC / CACMAI etc. circular of basis rates of raw materials as applicable along with tender bid Part II, In case there is No. IEEMA/IPC/CACMAI etc. Price variation clause for the said equipment. The price variation formula as given under "Special Instructions to tender" shall be applicable. No, price variation formula other than given in Annexure 'A' shall be accepted under any circumstances.~~

Wherever the Bidder has been asked to quote firm prices but he quotes variable prices, his offer shall not be considered.

The ruling date of basic prices of raw materials for the price variation purpose shall be same for all the offers. In case it is different than the notified date the quoted ex-works prices shall be brought at par as per relevant formula.

- 1.5.3.2 ~~The price variation shall be allowed on Ex-works prices only for the contracted delivery period/mutually agreed amended delivery schedule. In case extension is granted at the request of the firm, then lowest of PV calculated at following dates shall be applicable:-~~

- ~~(i) PV as per offer date for inspection~~
- ~~(ii) PV as per date of delivery schedule of agreement~~
- ~~(iii) PV as per date of revised delivery schedule.~~

- 1.5.3.3 The component of packing & forwarding, freight & insurance unloading at the store center or place mentioned in the DI by SE(MM) and transit cum thirty days storage insurance charges shall remain firm in all respect throughout the currency of the contract.

- 1.5.3.4 Bank charges, if any, for documents to be negotiated through bank, shall be borne by the tenderer.

1.6 **EVALUATION OF TENDER:**

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

- 1.6.2 In case prices of some items are given in lump-sum where unit prices are required purchaser reserves the right to evaluate unit prices on the basis of the quoted lump-sum prices.

- 1.6.3 Where the Bidder have quoted only Ex-works price and F.O.R destination price only without breakup of packing, forwarding, freight and insurance rates in such cases, while placing the order on such firms, the maximum of the packing and forwarding, freight & insurance (combined) quoted by other *Bidders* in the tender shall be provided, in the purchase order and the ex- works prices for order shall be worked out from quoted F.O.R. destination price.

- 1.6.4 ~~Where the *Bidders* have been asked to quote unit variable (ex-works) prices only, without any ceiling limit on either side, no advantage shall be given to those Bidder who quote either FIRM price or VARIABLE PRICES WITH CELLING.~~

- 1.6.5 And rebate/discount linked with quantity, terms of payment any other conditions shall not be considered for the purpose of evaluation and comparison of such offer vis-a-vis others.

However, the same may be availed while placing orders with such successful *Bidders*. Where slab rates are quoted, each slab will be treated as separate offer.

- 1.6.6 If the Bidder fails to quote prices for any of the item (s) \ component (s) as asked for or confirm its supply free of cost, the highest price as quoted by the other Bidder (s) for the same shall be added to arrive at F.O.R. destination computed prices of such Bidder for comparison purposes only.
- 1.6.7 The price shall be compared inclusive of G.S.T. (Goods and Service Tax).
- 1.6.8 Loading on any account as may be deemed necessary in the opinion of the purchaser to bring the various offers at par to each for comparison purpose may be done at the discretion of the purchaser.
- 1.6.9 Tender Cum Auction with reverse bidding/snap bidding provision is applicable in this tender. Snap bidding may be done if required.

1.7 SPLITTING OF ORDER :

The Purchaser reserves the right to split the order among various successful *Bidders* in any manner he chose without assigning any reasons whatsoever.

1.8 AWARD OF CONTRACT:

- 1.8.1 The purchaser is not bound to accept the lowest or any tender and may reject any or all the tenders without assigning any reason.
- 1.8.2 The successful Bidder, if required to do so, may have to enter in to a contract/rate contract/ agreement with the purchaser as per General conditions of Form-B and other conditions attached with the tender specification. However, the rate contract shall be for one year, which may be extended for another year with mutual consent.
- 1.8.3 For signing the contract, a duly authorized representative of the successful Bidder shall be required to sign and accept the contract at Lucknow within the time specified in the letter of intent, failing which it shall be considered that he is not interested in accepting the offer and actions as deemed fit shall be taken by purchaser without making any further correspondence with successful Bidder.

1.9 INCOME TAX AND G.S.T. CLEARANCE CERTIFICATE:

The Bidder shall furnish with the tender, income tax and G.S.T. clearance certificate of the current, as well of the preceding year from the competent authority.

Alternatively, the Bidder shall give valid reasons for his inability to furnish such a certificate. The purchaser reserves the rights to reject any tender if income tax / G.S.T. clearance certificates are not furnished or the reasons for the Bidder's inability to furnish such certificates are not given in the tender.

1.10. DEVIATIONS :

The offer should be strictly in line with the conditions, specifications and other requirements mentioned in this tender specification document. **No deviations** are permitted except under special circumstances. Should the Bidder wish to depart from the general requirements of Technical Specification or General Conditions of contract form 'B' in any way, he must draw specific attention to such departure (s). All such deviations shall specifically be filled up in the relevant deviation schedule. If deviations are not specifically recorded in these schedule and submitted along with the tender documents, it will be presumed that there are no deviations and this interpretation will be binding upon the Bidder. Purchaser is, however, not bound to accept all or any deviations as mentioned in such schedule. *Bidders* are also advised not to enclose their own standard or printed terms and conditions for sale etc. as the same shall not be considered.

1.11. CANVASSING:

No Bidder shall canvass any MEDCO/MVVNL/ official or the Engineer, with respect to his own or other tender. Contravention of this condition will result in rejection of the tender, This clause shall not be deemed to prevent the Bidder, from supplying to the Engineer any further information / clarification asked for by Engineer.

1.12. SPECIAL NOTE :

It may very clearly be noted by all that no modification in price reduction clause No. 27 of contract form 'B' shall be accepted i.e. broadly a price reduction of 1/2 % per week subject to a maximum of 10% shall be applicable.

1.13. STANDARD:

1.13.1 Except as modified by this tender specification, all materials and equipment shall conform to the requirement of the latest editions of relevant ISS / IEC.

1.13.2 However in the event of the Bidder offering equipment conforming to standards other than Specification ISS / IEC standards, the salient point of comparison between the standards adopted and relevant ISS / IEC standards shall be indicated clearly in the proposal.

1.13.3 Should the Bidder wish to depart from the provisions of the specifications, either on account of manufacturing practices or for any other reason, he shall clearly mention the departure and submit complete justification supported by information, drawings etc. as it will enable to assess the suitability of equipment (s) offered.

In the event of the bidders' specifications drawing forms and tables etc. being found to disagree with the requirement of this specifications at any stage these specifications shall be binding unless the departures have been duly approved in writing by the purchaser.

1.14. DEVIATION FROM SPECIFICATION:

This specification is mainly for the guidance of the Bidder / manufacturer. These requirements of necessity included some specific elements of construction and materials but are not intended to preclude ingenuity or improvement.

If the Bidder proposes any deviation from this specification these will be considered provided, they are necessary either to improve the utility, performance and efficiency or to secure overall economy. This will be clearly and explicitly explained in the tender. Such deviations shall also be brought out clearly use in the prescribe schedule.

1.15. VARIATION IN QUANTITY OF MATERIAL / EQUIPMENT:

The requirement indicated in this specification can vary to the extent of 20% on either side. The sole discretion of MVVNL, which will be binding on all successful bidders.

1.16. DELIVERY SCHEDULE:

The delivery shall be quoted specifically and explicitly for each complete item separately in schedule 'K' and shall be guaranteed under price reduction clause 27 of general condition of form 'B' annexed. Our desired delivery schedule has been given in Annexure-E. However delivery schedule may be changed by purchaser as per requirement of material.

1.17. ERECTION SUPERVISION:

1.17.1 ~~The Bidder shall quote for the services of an erection engineer who shall assume full responsibility for the erection, testing and commissioning of the equipment offered. Skilled and unskilled labor and tools of general use would be provided by the purchaser.~~

1.17.2 ~~The Bidder shall submit a list of all special tools and instrument required for erection testing an commissioning and shall include the same in the tender.~~

1.17.3 ~~The Bidder shall indicate per item and per menses rates for the services of the erection, engineer. Tender shall also indicate the estimated time for the erection, testing and commissioning to the equipment offered.~~

1.18 DRAWINGS & MANUALS:

Along with tender, the Bidder shall submit the following drawings -:

- (a) General arrangement drawings of the equipment offered.
- (b) Detailed dimensional drawings and descriptive literature of all the components supplied.
- (c) Basic electrical diagram.

1.19 SPARE PARTS:

~~The tender shall recommend a set of spare parts required for normal maintenance of the equipment offered for a period of five years.~~

1.20 FOREIGN EXCHANGE :

Bidder offering equipment without involving any foreign exchange and commitment on the part of purchaser will be considered.

1.21 Code of Integrity :

- i) **"Corrupt practice"**: making offers, solicitation or acceptance of bribe, rewards or gifts or any material benefit, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process or contract execution;
- ii) **"Fraudulent practice"**: any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained or an obligation avoided. This includes making false declaration or providing false information for participation in a tender process or to secure a contract or in execution of the contract;
- iii) **"Coercive practice"**: harming or threatening to harm, persons or their property to influence their participation in the procurement process or affect the execution of a contract;
- iv) **"Conflict of interest"**: Participation by a bidding firm or any of its affiliates that are either involved in the consultancy contract to which this procurement is linked; or if they are part of more than one bid in the procurement; or if the bidding firm or their personnel have relationships of financial or business transactions with any official or procuring entity who are directly or indirectly related to tender.

1.22 Punitive Provisions : Without prejudice to and in addition to the rights of the procuring entity to other penal provisions as per the bid documents or contract, if the procuring entity comes to a conclusion that a (prospective) bidder/supplier, directly or through an agent, has violated this code of integrity in competing for the contract or in executing a contract, the procuring entity may take appropriate measures including one or more of the following:

- i) if his bids are under consideration in any procurement:
 - a) Forfeiture or encashment of bid security.
 - b) rejection and exclusion of the bidder from the procurement process.
- ii) if a contract has already been awarded
 - a) Cancellation of the relevant contract and recovery of compensation for loss incurred by the procuring entity.
 - b) Forfeiture or encashment of any other security or bond relating to the procurement.
 - c) Recovery of payments including advance payments, if any, made by the procuring entity along with interest thereon at the prevailing rate.

1.23 Jurisdiction: Any dispute or difference, arising under, out of, or in connection with tender/contract order shall be subject to exclusive jurisdiction at High Court, Lucknow Bench only.

ANNEXURE-E

SCHEDULE OF REQUIREMENT AND DESIRED DELIVERIES

Sl. No.	Equipment	Quantity Required (Nos.)	Delivery Schedule	Destination
1	2	3	4	5
1.	Android Mobile (4 GB/64 GB, MDM Subscription for one year, one year extended warranty)	202	Delivery of the whole quantity of material within 2 Months or as per requirement of MVVNL, Lucknow	Various Store Centre of MVVNL, Lucknow

Seal of Company

Full signature

Name

Designations

Date

Note:

1. Commencement of delivery period shall be reckoned from the date of LOI.
2. At the time of placement of orders the above delivery schedule may be changed depending upon the requirements and conditions as prevailing.
3. In case of contradiction regarding delivery schedule between MVVNL and Tenderer, delivery schedule in best interest of MVVNL will prevail.

Special Instructions to Bidders

1. Terms and conditions:

This tender specification is subject to terms and conditions as stipulated in “Instruction to Bidders (ITB)”, Form "B", General requirement of specification, Technical specification and Schedule of Guaranteed Technical Particular (Annexed herewith) except to the extent modified/laid down hereunder. **These conditions shall prevail over the conditions mentioned elsewhere in this specification.**

2. Payments Terms:

100% payment of the contracted value along with **GST (Goods & Service Tax)** as applicable at the time of supply, shall be made on receipt of material at destination, after check at site and found in order within 30 days of receipt of such delivery. No interest shall be paid for delayed payments whatsoever delay may be.

3. Price:

The ex-works rates quoted should be **Firm**. The component of packing, forwarding, freight and transit plus 30 days storage insurance shall be Firm in all respect during the currency of the contract.

4. Delivery:

The material should be delivered to consignee as per dispatch instructions issued by S.E. (MM)/any officer authorized by M.D. M.V.V.N.L, Lucknow. The supplier has to supply the material at any place under the jurisdiction of MVVNL. Delivery of material should be as per Annexure-E.

5. Quantity to be quoted:

The bidders shall quote minimum **100%** of total quantity, for the item they are quoting with proportionate earnest money. The offer of the tenders quoting less than **100%** quantity or submitting earnest money equivalent to less than **100%** of total quantity shall be rejected.

6. Contract Performance Guarantee:

The Successful bidder shall submit security @ 10.0% (Ten percent) of the award value for supply portion in the form of Bank Guarantee on prescribed proforma or FDR/CDR or Govt. interest bearing security duly pledged in favour of the Executive Engineer to Managing Director, Madhyanchal Vidyut Vitaran Nigam Limited, Lucknow or guarantee bond from a schedule Bank of India duly executed on judicial stamp paper of requisite value in the enclosed Performa, as per clause-3 of General condition of contract Form-B. The validity of the security deposit in any of the above form shall be for a period of 30 months from the date of supply of material, with a further claim period of six months thereafter, in case the installation are delayed beyond the completion period mentioned in the order, the contractor shall extend the validity of the security deposit so as to cover a period of 30 months for the day by which he anticipates to complete the supplies with a further claim period of 06 (six) months, failing which the Purchaser shall have the right to encash the bank Guarantee without making any reference to him.

7. Defect liability:

The material will be guaranteed for the period of at least 24 calendar months from the date of installation at site or 30 months from the date of receipt of material by purchaser at site, whichever is earlier called "maintenance period". If the material is damaged within guaranteed period, it shall be replaced/repared by the supplier free of cost within one month of receipt of intimation. If damaged material are not replaced/repared within above period the purchaser shall recover an equivalent amount plus 15% supervision charges.

8. The quantity of the material to be purchased may be increased or decreased to the extent of 20% of the quantity mentioned in the tender document. The sole discretion of MVVNL, which will be binding on all successful bidders.

9. PRICE FALL BACK

“If certain quantity of the material ordered under this tender specification remains unsupplied up to the finalization of next/subsequent tender, lowest of the prices of this tender and the subsequent tender shall be applicable for balance unsupplied quantity of the material. In case the tenderer do not agree to supply the balance quantity on that lower rate, the unsupplied quantity of the tender will be cancelled without prejudice and contract shall be short closed”.

10. Inspection and Testing:

10.1 As per clause 14 of General Condition of Contract Form 'B' the Contractors shall give 15 days notice to Superintending Engineer (MM), MVVNL, Lucknow and the purchase of every lot of material being ready duly packed for dispatch along with routine test result of the material offered and details of dispatches made against last authorization for dispatch in addition to the test specified in the Technical Specification. The purchaser reserves the right of carrying out at site such test as he may decide upon. Such additional tests will be carried out at the Purchaser's expenses.

The contractor shall also render necessary assistance to the inspecting Officer (s) in making random sampling. Whether considered necessary, the material shall be marked, embossed or sealed by the inspection Officer after inspection has been carried out and the material approved for dispatch.

The purchaser shall reserve the right to draw required number of samples of other Major items of raw material. These samples shall however, be drawn and sealed in the presence of Contractor or his authorised representative. The purchaser further reserves the right to get these samples tested from any Govt. recognized Test house/Laboratory.

The Contractor shall record either of the following certificates on the invoice/packing list (Challan) as the case may be.

Certified that the consignment (lot) of material supplied through this invoice/packing list (Challan) has been inspected and tested by representative (s) of Managing Director, MVVNL, Lucknow and has been approved for dispatch.

OR

Certified that the inspection and testing of consignment (lot) of material supplied through this invoice packing list (Challan) has been waived off by the purchaser vide his letter No. Dated It is further certified that the material have been tested and results have been found to be with in values specified in the relevant ISS/Contract as per copies of test certificates enclosed.

Notwithstanding the inspection carried out by the Officers of MVVNL, Lucknow in case of any short/defective supply of material detected by the consignee the contractor shall be liable to make good such shortage/rectify the defects. The consignment shall also be subjected to joint inspection by Representative of the contractor and the purchaser in the stores of MVVNL in case of any dispute regarding quantity and/or quality of the material supplied.

In case on receipt of inspection call from the firm after agreement, the material is not found ready or not as per GTP/Drawing/Technical specification and relevant IS by the inspection team of MVVNL at the works of firm/manufacturer, the penal charges from such futile journeys shall be levied as per following:

- | | |
|---|----------------|
| i) Location of firms works upto a distance of 1000 Kms. | |
| from MVVNL Headquarter-Lucknow | - Rs. 35,000/- |
| ii) Location of firms works above distance of 1000 Kms. | - Rs. 40,000/- |
| from MVVNL Headquarter-Lucknow | |

The re-inspection call shall be entertained only after submission of futile journey charges by the firm in the form of demand draft in the name of Executive Engineer to Managing Director, MVVNL, Lucknow and payable at Lucknow. The firm shall be responsible for delay in supply of material due to futile journey as above.

The above shall be applicable with the following conditions:

- a) The firm shall be allowed to withdraw or defer the inspection call only once during the currency of the contract.
- b) If after withdrawing or deferment of inspection call once as mentioned in (a) above, firm again withdraws or defers inspection call due to reasons beyond their control, the Managing Director, MVVNL, Lucknow may waive off the above penalty on merit.

The futile journey charges shall be allowed maximum two times. In case of failure of inspection twice, the action against the firm shall be taken as per rules.

10.2 आपूर्तिकर्ताओं द्वारा निरीक्षण के उपरान्त डीआई निर्गत होने के 15 दिवसों के अन्तर्गत आपूर्ति पूर्ण नहीं की जाती है तो फ्यूट्राईल चार्ज लगाते हुए सामग्री की शुचिता सुनिश्चित करने हेतु फर्म को संदर्भित सामग्री का पुनः निरीक्षण कराना होगा।

10.3 In case a sample fails during quality testing action will be taken according to letter no. 255-MD/MVVNL/CAMP Dated 21.02.2025.

11. Quality Control:

11.1 "Purchaser shall send any randomly selected sample (s) from the each lot of total ordered material for any/all Routine/Acceptance/Type tests/Design test as per Technical Specifications/ISS in Govt. Lab. The results of such tests shall be final and binding on the both, the purchaser and supplier. The cost of such tests shall initially be borne by the purchaser and in case the materials is found not conforming to desired specifications, the above cost shall be recovered from the supplier. In addition to this following penal action shall also be taken by the purchaser:

- (a) The order for the remaining supplies if any, against the said contract shall be cancelled.
- (b) The supplier will be debarred/blacklisted from participating in Tenders for at least 3 Years from the date of test result into failure of supplied materials.

11.2 The Tender bids of those tenderers who have been served with the notice for processing of "Black listing/Debarment" from any Power Utility in PAN INDIA shall not be considered.

11.3 In case of non compliance of guidelines/instructions provided under this tender action regarding Blacklisting/Debarment may be taken as per UPPCL OM No. 2160-कार्य/चौदह-पाकालि/2024-10-के/2021 दिनांक-05.11.2024 and other relevant orders of UPPCL/MVVNL.

12. Trial Order:

- (i) Trial order shall be given as per pre-qualifying conditions of UPPCL letter No. 1948/सीएमयूडी/एसई-1/2025 दिनांक-24.07.2025.
- (ii) Trial order shall be given only if regular suppliers are not available in sufficient number and there seems to be lack of competition.
- (iii) In case of trial order concerned firm shall have to submit performance guarantee for additional two years than the regular suppliers.

13. PRICE VARIATION:

~~Where the contracted ex-works prices are variable the contractor shall immediately after dispatch submit to engineer detailed calculation supported by photocopy of the relevant indexes of applicable price variation formula. The engineer will check these calculations and notify within 15 days of receipt of information, the revised prices to contractor as well as to consignees.~~

~~In principal, price variation shall be payable as determined on the basis of the date of offer or contractual delivery whichever is earlier.~~

~~No price increase shall be allowed beyond the original delivery/erection dates unless specifically stated in the time Extension letter, if any, issued by the owner. The owner will, however, be entitled to any decrease in the contract price which may be caused due to lower price adjustment amount in case of delivery/erection of goods beyond the original delivery/erection dates. Therefore, in case of delivery/erection of goods beyond the original delivery/erection dates, the liability of the owner shall be limited to the lower of the price adjustment amount which may be worked out either on scheduled date or actual date of dispatch/erection of goods.~~

14. To assist in the analysis, evaluation and computation of the bids, the DISCOM may ask bidders individually for clarification of their submitted bids. The request for clarification and the response shall be in writing but no change (whatsoever) in the price or substance of the bid offered shall be permitted.

15. **PRE QUALIFYING CONDITIONS:**

15.1 Add the following sub paragraph in ITB 1.3.2.1

- (A) Offers without proper earnest money and / or a letter confirming the validity for 180 days shall not be considered under any circumstances. The earnest money shall be refunded after, award is finalized. The earnest money of successful tenderer shall however be retained till such time he deposits security.
- (B) **नोट:** निदेशक मण्डल उ०प्र०पा०का०लि०, लखनऊ के कार्यालय ज्ञाप सं० 634-कार्य/चौदह-पा.का.लि./2021-29-के/1983 दिनांक 09.04.2021 एवं संशोधन कार्यालय ज्ञाप संख्या 1499-कार्य/चौदह- पा.का.लि./2021-29-के/1983 दिनांक 13.09.2021 एवं भारत सरकार के सूक्ष्म, लघु एवं मध्यम उद्यम मंत्रालय की अधिसूचना दिनांक 01 जून, 2020 के अनुसार 'सूक्ष्म एवं लघु' उद्योगों के साथ स्टार्टअप्स को निम्नवत प्राविधान किया जाता है।

प्राइस मैचिंग का विकल्प:

- 1.1 यदि टेण्डर में एल-1 आफर देने वाली फर्म उत्तर प्रदेश में स्थित सूक्ष्म एवं लघु उद्यम से इतर है (अर्थात् मध्यम या बृहद् फर्म है) और किसी सूक्ष्म एवं लघु उद्यम के द्वारा एल-1 आफर के मूल्य के 15 प्रतिशत की सीमा तक अधिक मूल्य अंकित किया गया है तो ऐसी दशा में उक्त सूक्ष्म एवं लघु उद्यम (या एक से अधिक ऐसे उद्यमों की दशा में 15 प्रतिशत बैण्ड में स्थित सभी सूक्ष्म एवं लघु उद्यमों) को यह अधिकार होगा कि वे अपने मूल्य को एल-1 स्तर पर लाकर कुल निविदा मूल्य के 25 प्रतिशत तक की सीमा तक आपूर्ति कर सकते हैं। ऐसी स्थिति में विभाग या उपक्रम द्वारा अनुमति दी जायेगी तथा आपूर्ति भी सुनिश्चित की जायेगी। एक से अधिक सूक्ष्म एवं लघु उद्यमों की दशा में उनसे ली जाने वाली आपूर्ति को उनके द्वारा निविदित मात्रा के अनुपातिक रूप में बांटा जायेगा। 25 प्रतिशत मात्रा की आपूर्ति हेतु उत्तर प्रदेश में स्थित सूक्ष्म एवं लघु एवं स्टार्टअप्स इकाइयों को प्राथमिकता दी जायेगी।
- 1.2 सूक्ष्म एवं लघु एवं स्टार्टअप्स इकाइयों को गुणवत्ता के मानकों में किसी प्रकार की छूट अनुमन्य नहीं होगी।
- 1.3 सूक्ष्म एवं लघु एवं स्टार्टअप्स इकाइयों को निविदा सेट निःशुल्क उपलब्ध कराया जायेगा।
- 1.4 सूक्ष्म एवं लघु एवं स्टार्टअप्स इकाइयों को ई.एम.डी. से छूट अनुमन्य है।

15.2 Add the following clause in ITB 1.2.

(1.2.10) Turn Over Requirement:

- (a) The Tenderer shall have Minimum Average Annual Turnover of **Rs. 23.96 Lacs (Twenty Three Lacs Ninety Six Thousand only)**. Average of best three years out of last five years may be considered. The audited Balance Sheet/CA's certificate with UDIN number shall be enclosed in support of above, failing which the bid shall not be considered.
- (b) No Joint Venture shall be allowed.

15.3 Add the following sub clause in ITB 1.2.2 (c).

In case the tenderer has successfully completed supply of each item of identical, similar or higher size against any previous regular order placed by the Material Management Organization of UPPCL or it's any Nigam, the pre qualifying conditions mentioned in instruction to tenderer clause at 1.2.2(a) & (b) shall be deemed to be fulfilled. Successful completion shall mean that these supplies must have been made within the delivery schedule, there should not have been any discrepancy during the pre-dispatch inspection, no. complaint against the supply of materials and the operational performance of material/equipment has been found satisfactory.

15.4 Add the following sub clause in ITB 1.2.4 (C)**Test Certificate:**

The offered equipment must have been fully type tested as per relevant ISS and/or any other specified international standards during the last 5-year period to be reckoned from the date of opening of tender. Photocopy of such type test reports/certificates must be submitted along with tender bid. The type test certificates of proto type manufactured and tested by foreign collaborators of the tenderer at their works shall not be acceptable for indigenously manufactured equipment.

15.5 Add the following clause in ITB 1.2**(1.2.11) Undertaking Regarding Blacklisting/Debarment:**

The bidder is required to submit an affidavit on stamp paper regarding the firm is not blacklisted/debarred by any Discom of UPPCL, Government Department/PSU/Power Utility anywhere in India. If any information or documents provided by the bidder is found to be concealed, suppressed or incorrect at any stage, may lead not only the rejection of their offer or cancellation of purchase order but also imposition of financial penalty/debarment or any legal action deemed fit (forfeiture of EMD/Security Deposit).

15.6 Replace the following clause in ITB 1.2.1 (a) as:

The tenderes shall either themselves be manufacturers of the equipment offered or accredited representatives of such manufacturers in India or of their principals aboard with whom they may be having collaboration. Such accreditation should be at least of one year on date of tender.

In case of accredited representative only, accredited representative should have supplied to Govt./Semi-Govt. organization for minimum 03 times the tendered quantity.

~~15.7 Add the following clause in ITB 1.2.6~~

~~In case of purchase of Transformers, cables & conductors, the purchaser at his discretion may consider to award trial order of small quantity to those bidders, who have proven design and meet the requirements of clause 1.2.1, 1.2.3 and 1.2.4A of "Instructions to Bidders" & Turn Over clause and who are already supplying the tendered item to other Discoms of U.P., such suppliers shall continue to be eligible for trial orders under this clause till their equipment has given three years trouble free operational service and they meet clause 1.2.2.~~

15.8 Add the following paragraph in ITB 1.3.2.3

It is mandatory to upload the all schedules with bid documents.

- 16.** The Tender bids of those tenderers who have been served with the notice for processing of "Black listing/Debarment" from any Power Utility in PAN INDIA shall not be considered.

These Special Conditions shall be read and construed alongwith the general conditions of Form 'B' and 'Instruction to Bidders' but in case of any conflict or inconsistency between provision of Form 'B' and "Instruction to Bidders (ITB)" the conditions contained herein shall prevail.

FORM - 'B'**General Condition of contract for the supply of Plants and Machinery for Works
Pertaining to the Madhyanchal Vidyut Vitran Nigam Limited, Lucknow****Definition
of terms**

1. In constructing these General Conditions an annexed Specification, of the following words shall have meaning here in assigned to them unless there is any thing in the subject to context inconsistent with such construction:

The "Purchaser" shall mean the Madhyanchal Vidyut Vitran Nigam Limited, Lucknow 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 representatives, successors and assigns.

The "Sub-Contractor" shall mean the person named in the Contract for any part of the work for 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 other as may be duly authorized and appointment in writing by the purchaser to act as Engineer for the purposes of the Contract and in case where no such officer has been so appointed, the purchaser or his authorized representative.

"Plant" shall mean the plant and materials to be provided by the contractor under the Contract.

The "Contract" shall mean and include the General Conditions, Specifications, Schedules, Drawings, Form or Tender, covering letter, Schedule of prices or the final General conditions, specifications and Drawing 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 schedule thereto (if any),

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

"Month" shall mean calendar month.

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

Words important persons shall include Firms Companies, Corporations and other bodies whether incorporated or not.

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

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

Contractor to inform himself fully.

3. A formal agreement shall, if required by the purchaser, be entered into between the purchaser and the Contractor for the proper fulfillment of the Contract, Further, if required by the Purchaser and the Contractor shall deposit with the purchaser as security for the due and the faithful performance of the contract such sum not being less than One (01) percent of the total value of the Contract as may be fixed by the Purchaser either in cash or any other form approved by the purchaser. The security deposit shall be refunded to the Contractor on the delivery and check of the plant at the site of work.

Contract

The charges in respect of vetting and execution to the contract document shall be borne by the Contractor. The Contractor shall be furnished with an executed stamped counter-part of the agreement.

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

4. The Contractor shall submit, in duplicate, to the Engineer for his approval drawing of the General Arrangement of the plant to be provided and such detailed drawing, other than shop drawings, as maybe reasonably necessary.

Contract drawing

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 disapproving the drawings, the Contractor shall submit further drawing for approval.

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

These drawings when so signed shall be committee property of the Purchaser and be deposited with the Engineer, and shall not be departed from in any way whatsoever except by the written permission of the Engineer as hereinafter provided.

In the event of the Contractor design and to process a signed set of drawing, he shall supply four sets instead of three sets and in this case the Engineer shall sign the fourth set and return the same to the Contractor.

The Contractor if required by the Engineer shall supply in addition copies of any drawing other than shop drawing, which may reasonably be required for the purpose of the Contractor and make a reasonable charge for 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 factory of the Contractor, drawing of any portion of the plant.

5. The Contractor shall be responsible for and shall pay for any alternations or the plant due to any discrepancies, errors or omission in the drawings and other particulars, supplied by him, whether such drawing of particulars have been approved by the Engineer or not provided that if such discrepancies, errors or omission are due to inaccurate information of particulars furnished the Contractor by the Engineer any alternations in the plant necessitated by reason of such inaccurate information of particulars shall be paid for by the purchaser.

**Mistake
in
drawing**

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

6. The Contractor shall not without 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 plant, of which the makers are named in the Contract provided that any such consent shall not relieve the contractor from any obligation, duty or responsibility under the Contract.

**Subletting
of contract**

7. In the event of any claim or demand being made or action being brought against the purchaser for infringement or alleged infringement of later patent, In respect of any machine, plant or things 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, or thing, the Contractor will indemnify the Purchase against such claim or demand and all costs and expenses arising from or incurred by reason of such claim or demand. Provided that the Purchaser shall notify the Contractor immediately and 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 all the Contractor's own expense, to conduct all negotiation for the settlement of the same of any litigation that may arise there from and PROVIDED THAT no such machine, plant, or thing shall be used by the purchaser of any purpose or in any manner other than that for which they have been supplied by the Contractor and specified under this contract.

**Patent
rights**

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

**Quality of
material**

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

Packing

10. The cost of delivering the whole of the material F.O.R. at the Railway stations specified shall all be born by the Contractor.

**Delivery
and
import
license
fee**

The import License fee for the import of equipment or component parts of raw materials, if required shall be paid by the Contractor even when the import License may have to be taken in the name of the Purchaser.

11. No alterations, amendments, omissions, additions, suspensions, or variations of the plant (hereinafter referred to as "Variation") under the Contract as shown by the contract drawings or the Specifications 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 the contractor to make such variations without prejudice to the Contract, and the Contractors shall make such variations, and be bound by the same conditions as far as applicable, as though the said variations 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 instructions, the Contractor's obligations and guarantees shall be modified to such an extent as maybe justified. The difference of cost, if any, occasioned by any such variations shall be added to, or deducted from, the contract-price as the case may require. The amount of such deference, if any, shall be ascertained and determined in accordance with the rates specified in the Schedules of Prices, so far as the same maybe 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 provided 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.

**Power
to vary
or omit
work**

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

Provided that no such variations shall, except with the consent in writing of the Contractor, be such as will involve an increase or decrease of the 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 for carrying out any work which either then or later, will in 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.

12. If the Contractor shall neglect to manufacture or supply the plant with due diligence and expedition or shall refuse or neglect to comply with any reasonable orders given to him in writing by the Engineer in connection with the manufacture or supply, or shall contravene any provision of the Contract, the Purchaser may give seven day's notice in writing to the Contractor, to make good the failure, neglect or contravention complained of any 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 if the Purchaser shall think fit. It shall be lawful for him to take the manufacturer or supply of plant wholly or in part out of the Contractor's hand and give it to another person on contract at the reasonable price and if the purchaser shall be entitled to retain and apply any balance which may be otherwise due on the Contract by him

Negligence

to the Contractor or such part thereof as may be necessary, to the payment of the cost of manufacture of or supply of such plant as aforesaid.

13. If the Contractor shall die or commit any act of Bankruptcy, or being a corporation commence to be wound up except for reconstruction purpose of 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 purchase and shall for one month during which he shall take all reasonable steps to prevent stoppages of the manufacture of plant, have the option of carrying out the Contract subject to his or their providing such guarantee as may be required by the Purchaser, but not exceeding the value of the plant, for the time being remaining unexecuted. In the event of stoppage of the manufacture of the plant the period of the option under this clause & shall be fourteen days only, provided that should the above option not be exercised, the contract may be determined by the purchaser by notice in writing to the contractor, and the purchaser may exercise the same power which he could exercise and will have the same rights which he would have under the last preceding clause if work had been taken out of the contractor's hand under that clause.

**Deaths,
Bankruptcy
etc.**

14. The Engineer, and his duly authorized representatives shall have at all reasonable times access to the Contractors premises and shall have the power at all reasonable time to inspect and examine the material 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 if the plant manufactured on the Contractor's own premises.

**Inspection
& testing**

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 plant 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 whatsoever: 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 the 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 Contractor's works before shipment.

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

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

**Test at
contractor's
premises**

If special tests other than those specified in the Contract are required they shall be paid for by the purchaser as variations, under clause 11.

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

In all cases where the Contract provide for test on the site, the Purchaser, except otherwise specified, shall provide, free of charge, such labour, material, electricity, fuel, water, stores, apparatus and instruments as may be requisite from time to time and as may reasonably be demanded efficiently to carry out such test of the plant or workmanship in accordance with the Contract.

Test on Site

In the cases of Contractor requiring electricity for test on site such electricity shall be supplied to Contractor in the most convenient form available.

15. The plant or material shall not be forwarded until shipping dispatch instructions shall have given to the contractor.

Delivery of Plant

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

16. The manufacture and supply of plants shall be carried out under the direction and to the reasonable satisfaction of the Engineer.

Engineer's supervision

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

Engineer's decisions

18. The contractor shall be responsible for loss, damage of depreciation to goods up to delivery at site.

Liability for accidents and damage

19. If during the Progress of manufacture or supply plant the Engineer shall decide and notify In writing to the Contractor that the Contractor has manufactured any plant or part of unsound or imperfect, or has supplied and plant inferior in quality to that specified, the contractor on receiving details of such defect of deficiency shall, at his own expenses, within such time as may be reasonably necessary for the purpose proceed to alter, reconstruct or remove such plant or part of plant, supply fresh materials up to the standard of the Specification and in case the Contractor shall fail to do so the Purchaser may, on giving the Contractor seven day's notice in writing of his intention so to do proceed to alter, reconstruct or remove such plant or part of plant of supply all such materials at the Contractor's cost provided that nothing in this clause shall be deemed to deprive the purchaser of or affect any rights under the contract which he may otherwise have in respect of such defects or deficiencies.

Replacem-ent of defective plant or materials Deduction

20. All cost damages or expenses, which the Purchase may have paid, for which under the Contract, the Contractor is liable, maybe deducted by the Purchaser from any moneys due or which may become due by him to the Contractor under this Contract, or may be recovered by suit or otherwise from the Contractor.

**From
contract
price**

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 the Purchaser.

21. (1) Subject to any deduction, which the Purchaser may be authorized to make under the contract, or subject to any additions of deductions provided for under clauses 11, the contractor shall, on the certificate of the Engineer, be entitled to payment as follows:

**Terms of
payment**

(a) Ninety percent of the F.O.R. Contract value of the plant along with 100% G.S.T. (Goods and Service Tax) as applicable on finished material/equipment shall be made through Bank, intimated by the purchaser in rupees on receipt by the Purchaser of the contractor's invoice giving the number and date of the railway receipt covering the dispatch of the plant from the Indian Port and of the advice note giving case number and contents, together with a certificate by the Contractor to the effect advice note has actually been that the plant detailed in the said dispatched under the said railway receipt and that the Contract value of the said plant so dispatched is not less than the amount entered in the Invoice.

(b) Ten percent of the F.O.R. Contract value on presentation of the Contractor's invoice when each commercially useable section of the plant is complete and the last portion of such section has been dispatched and the whole material has been delivered at the place fixed for delivery and checked at the site of the work or, within one month of such delivery, whichever is earlier.

Provided that each of the payments under this clause shall be due on the last of the month in which the invoice for the amount due together with the necessary documents is received by the purchaser, provided also that the Purchaser shall not be bounded to make any payment under sub-clauses (a) unless the amount of such payment represent at least 8 percent of the total contract value of the plant.

(c) In case the material/equipment is dispatched by Road Transport 100% payment along with Sales/Trade Tax and Excise Duty, etc., shall be made by the purchaser on receipt of material and check at site only but within one month of receipt of material/equipment.

(2) If at the time at which the last installment becomes payable there are minor defects in the plant which are to of such Importance as to affect the full commercial use of the plant, then the Purchaser shall be entitled to retain such part of the instalments as represents the cost of making good such minor defects, and any sum so retained shall, subject to the provisions of clause 30, become due upon such minor defects being made good.

(3) If the purchaser desires that the plant or any portion should not be dispatched by the contractor when it is due for dispatch, the contractor shall store such plant or portion at his works and be responsible for all risk. For such storage the Purchaser shall pay to the contractor at a rate to be mutually agreed upon between the parties, but not exceeding 15 (fifteen rupees) per ton per week payable quarterly plus interest @ 1

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 becomes due and is ready for shipment up to the date on which it is actually shipped.

22. In any case where the contract price includes a provisional sum to be provided by the Contractor for meeting the expenses of extra work or for work to be done or materials 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 is to be used, then the whole or the part used, as the case may be, shall be deducted from the contract price. If the sum used is more than such provisional sum the Contractor shall pay the excess. In the case of materials supplied or work done by a sub-contractor, the total of the net sums paid to the sub-contractor on account of such materials or works and a sum equal to 10 percent of such net sum allowed as Contractor's profit shall be deemed to be the sum used. None of the works or articles to which such sum of money refers shall be done or purchased without the written order of the Engineer. The Contractor shall allow the sub-contractors every facility for the supply of materials or execution of their several works simultaneously with his own, and shall within fourteen days after the Engineer has requested him in writing so to do, pay the dues of such sub-contractors on account of such materials or work; PROVIDED ALWAYS that the contractor shall have not responsibility with regards to such works or articles unless he shall have previously approved the sub-contractor and or the material or plant to be supplied.
- Provisional Sums**
- 23 (1) Every application to Engineer for a certificate must be accompanied by a detailed invoice (in duplicate) setting forth in the order of the Schedule of price, particulars of the plant supplied and the certificates as to such plant as is the reasonable opinion of the Engineer, in accordance with the Contract shall be issued within fourteen days of the application for the same.
- (2) 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 requested and adjusted accordingly.
- Certificate of Engineer**
24. No certificate of the Engineer on account nor any sum paid on account by the purchaser nor any extension of time granted under clause 26 shall affect or prejudice the rights of the Purchaser, against. The contractors either under this agreement or under the law, or relieve the Contractor of his obligations for the due performance of the Contract, or be interpreted as approval of the plant manufactured or supplied; and no certificate of the Engineer shall create liability on the Purchaser to pay for any alteration, amendments, variations, or additions not ordered in writing by the Engineer or absolve the Contractor of the liability for the payment of damages whether due, as ascertained or certified or not or of any sum against the payment of which he is bound to indemnify the purchaser, nor shall any such certificate nor the acceptance by him of any sum paid on account of otherwise affect or prejudice the rights of the Contractor against the Purchaser, either under this Agreement or under the law.
- Certificate not to effect rights of the purchaser or contractor**
25. The purchaser shall pay to the Contractor all reasonable expenses, incurred by the Contractor by reason of suspension of the manufacture of plant or delay in shipment by order in writing of the purchaser or the Engineer unless such suspension or delay shall be due to some default on the part of the Contractor or sub-Contractor.
- Suspension of works**

26. The time given to the Contractor for dispatch or delivery shall be reckoned from the date of receipt by the Contractor of the order together with all necessary information and drawings, to enable the work to be put in hand. **Extension of time of completion**

In all cases in which progress shall be delayed by strikes, lockouts, fire, accidents defective materials, delays in approval of drawings or any cause whatsoever beyond the reasonable control of the Contractor, and whether such delays or impediment shall occur before or after the time or extended time, for dispatch or delivery, a reasonable attention of time shall be granted.

27. If the contractor shall fail in the due performance of his Contract within the time fixed by the Contractor any extension there of, the Contractor agrees to accept a reduction of the Contract price by half percent per week reckoned on the contract value of such portion only of the plant as cannot in consequence of the delay be used commercially and efficiently during each week between the appointed or extended time, as the case may be and the actual time of acceptance under clause 29, and such reduction shall be in full satisfaction of the contractor's liability for delay but shall not in any case exceed 10 percent of the contract value of such portion of the plant." **Price reduction clause**

28. If the completed plant or any portion thereof, before it is taken over under clause 29 be found to be defective, or fails to fulfill the requirements of the Contract, the Engineer shall give the Contractor notice setting forth particulars of such defects or failure, and the Contractor shall forth with make the defective-plant good, or alter the same to make it comply with the requirements of contract. If the Contractor fails to do so within 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 the extra cost, if any, of such replacement delivered and or erected as provided for in the original contract, such extra cost being the ascertained difference between the price paid by the Purchaser, under the provisions above mentioned, for such replacement and the Contract price for 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 reasonable time, the Contractor shall be liable only to repay to the Purchaser all moneys paid by the purchaser to him in respect of such plant. **Rejection of defective plant**

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

29. Where the specification calls for performance test before shipment and these have been successfully carried out, the plant shall be accepted and taken over and the Engineer shall notify the Contractor to that effect. When the specification calls for tests on site the plant shall be taken over immediately after such tests have been satisfactorily carried out and the Engineer shall notify the Contractor to that effect. **Taking over**

Such notification shall not be unreasonably withheld, nor shall the Engineer delay giving such notification on account of minor omissions which does not necessarily delay shipment nor affect the commercial use of plant without any serious risk: PROVIDED ALWAYS that the contractor undertakes to make good such omissions and defects at the earliest possible moment.

30. For a period of 12 (twelve) or calendar months commencing immediately upon the setting to work of the plant or on 18 month from the date of receipt of equipment by the Purchaser at site whichever is earlier called the Maintenance period" the Contractor shall remain liable to replace any defective parts that may develop in plants of his own manufacture or those of his sub-contractors approved under clause 6, under conditions provided for by the Contract under proper use and arising, solely from faulty designs, materials or workmanship. PROVIDED ALWAYS the such defective parts as are not reparable at site and are not essential in the meantime to the maintenance in commercial due to the plant are promptly returned to the Contractor's work at the expenses of the contractor unless otherwise arranged.

**Mainten-
ance**

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 to the parts of the plant so replaced or renewed until the expiration of six months from the date of such replacement or renewal or until the end of the above mentioned period of twelve months, whichever may be the later.

If any defect 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 any other rights, which the Purchaser may have against the Contractor in respect of such defects.

The repaired or new parts will be delivered in accordance with clause 10. The Contractor shall bear reasonable cost of minor repair carried out on his behalf at site.

At the end of the Maintenance period the Contractor's liability shall cease. In respect of goods not covered by the first paragraph of this clause, the Purchaser shall be entitled to the benefit of any guarantee given to the Contractor by the Original supplier or manufacturer of such goods.

31. Irrespective of the value of the contract, the dispute resolution mechanism to be followed by a way of two stage mediation for:
- Disputes with value up to Rs 10 crore
 - Disputes with value greater than Rs 10 crore

**Dispute
Resolution**

(a) Disputes with value up to Rs 10 crores will be dealt in the following manner:-

- In case of disputes with value less than / up to Rs 10 crore, the contractor / vendor will refer the matter to the Managing Director, UPPCL (MD), except in cases where MD, UPPCL himself is the other party in dispute, who will examine the dispute / grievance impartially and try to settle the same through the process of mediation in a time bound manner. For this purpose, MD may seek necessary advice / inputs from domain experts, finance experts and/ or legal experts.
- In the event that the contractor(s)/vendor(s) is/are not satisfied by the proposed solution they may refer the matter to a Conciliation Committee of Independent Experts (CCIE) for Mediation/Negotiation or Adjudication. In order to deal with such disputes, one or more CCIEs may be set up comprising the following members:

- a) Former/ retired officers of the rank of Principal Secretary to the Government of UP or above.
 - b) Sector experts, either retired or serving, having substantial domain knowledge of project development, execution and O&M of distribution systems not below the rank of Chief Engineer L1.
 - c) Experts in Finance and taxation, with experience in senior position in the sector/financial institutions, not below the rank of Chief General Manager/General Manager.
- iii) In exceptional cases of disputes (even with value less than Rs 10 Cr), where the decision would result in a policy change or a much wider impact than just being limited to the dispute in hand, MD, UPPCL may refer the same to Chairman, UPPCL for adjudication. The Chairman may adjudicate the dispute himself or refer the same to the High Level committee (HLC) as mentioned herein after.
- (b) Disputes with value greater than Rs 10 crore will be dealt in the following manner:-**
- i) In case of disputes with value greater than Rs 10 crore, the contractor/ vendor will refer the matter to the Chairman, UPPCL who will examine the dispute /grievance impartially and try to settle the same through the process of mediation in a time bound manner. For this purpose, Chairman may seek necessary advice / inputs from domain experts, finance experts and/or legal experts.
 - ii) Chairman may seek advice of a retired judge from the Hon. High Court/Hon. Supreme Court, if so required, at his discretion.
 - iii) In the event that the contractor(s) / vendor(s) is/are not satisfied by the proposed solution through mediation, they may refer the matter to a High-Level Committee (HLC). In order to deal with such disputes, one or more HLCs may be set up comprising the following members:
 - a) Former / retired officers of the rank of Additional Chief Secretary to the Government of UP or above.
 - b) Sector experts, either retired or serving, having substantial domain knowledge of project development, execution and O&M of distribution systems not below the rank of Director of UPPCL.
 - c) Experts in Finance and taxation, with experience in senior position in the sector / financial institutions, not below the rank of Director of UPPCL.
 - iv) In exceptional cases, the Chairman UPPCL may provide that the HLC will be headed by a retired judge of Hon. High Court/Hon. Supreme Court with the other three members as proposed above.
32. The Contractor shall in all respect be construed and operate as a Contract as defined in the Indian Contract Act. 1872, and all payments there under shall be made in rupees unless otherwise specified.
- 33 The marginal note to any clause of this Contract shall not affect or control the construction of such clause.

**Construc-
tion of
Contract**

**Marginal
Notes**

GENERAL REQUIREMENTS OF SPECIFICATIONS

2.1 SCOPE:

- 2.1.1** This specification covers design; manufacture performance, testing inspection packing and delivery of the equipment with accessories and auxiliary equipment required for variation destination in MVVNL. The item and quantities required are as detailed in Technical Schedule P & Q.
- 2.1.2** The equipment shall be supplied complete with all fitting/accessories, apparatus and parts that are necessary as usual for their efficient operation. Such part shall be deemed to be within contractor's scope whether specifically mentioned or not. Equipment in all respect shall incorporate the highest quality of modern engineering design and workmanship.
- 2.1.3** The "General Condition of Contract" Form 'B' copy of which are attached here to form an integral part of this specification. The contractor shall supply all material and perform all work in strict accordance there with. In the event of conflict between the "General Condition of Contract" Form 'B' and General requirement of specification as given here, purchaser's version shall prevail.
- 2.1.4** The general requirement of specification comprise of this chapter and detailed technical specification. These are supplementary to each other and are essential for complete interpretation of the Purchaser's requirement.

2.2 PROJECT DATA

- I. Location various sites in MVVNL.
- II. Altitude not exceeding 1000 meters.
- III. Climatic condition.
 - a. Design maximum ambient air temperature 50 Deg. C
 - b. Maximum daily average ambient temperature in shade 47.2 Deg. C
Maximum daily average ambient temperature in sun 65.5 Deg. C
 - c. Minimum ambient air temperature in shade (-) 5 Deg. C
 - d. Relative Humidity 100% Max
10% min
 - e. Wind load 195 Kg./Sqmm
 - f. Seismic level 0.13
 - g. Isokeraunic level 50
 - h. Average annual rainfall 1200 m.m.
 - i. Hot and humid tropical climate conducive to rust and fungal growth

2.3 SYSTEM PARTICULARS:

- i. Rated system voltage - 33kv, 11kv, & 0.433kv
- ii. System frequency - 50 Hz this may vary by $\pm 5\%$
- iii. No. of phase - three
- iv. Neutral - Effectively Earthed
- v. Auxiliary power supply - 250 V, 2 wires 50 Hz. A.C. supply
- a) For lighting, fixtures Space - 250 V, 2 wires 50 Hz. A.C. supply with one point grounded
- b) D.C. Alarm control - 24 volts, un-grounded DC supply & protective devices from station battery. The above supply voltage will vary as follows AC voltage will vary $\pm 10\%$ frequency by $\pm 5\%$ and combine voltage and frequency $\pm 10\%$ D.C. voltage, 24 volts $\pm 2.5V$

2.4 DRAWING AND MANUALS:

- 2.4.1** The contractor shall furnish four prints of each of the following to the Engineer of the contract within four weeks of the date of order.
- General arrangement drawing of the equipment offered.
 - Detailed dimensional drawing and descriptive literature of all the component supplied.
 - Basic Electrical diagram.

In addition, the contractor shall also submit four prints to the Engineer within 30 days of the complete bill of material with each item unidentifiable in the detailed drawing with reference. This will also form detailed packing list of the equipment.

- 2.4.2** The engineer shall return to the Contractor one print of each drawing (a) stamped "Approved" or (b) marked up with comments.

In case of (a), no further resubmission of drawing is required for Engineer's approval. In case of (b), the Contractor shall correct his original drawing to confirm to the comments made by the Engineer and resubmit in the same manner as stated above, within two weeks after the receipt of marked up the print by him.

- 2.4.3.** The Contractor on receipt of print stamped "Approved" shall furnish to Engineer of the contract. One direct reading reproducible of each drawing and bill of material within two weeks of receipt of approved set.

2.5. MANUALS:

The contractor shall furnish three sets of bound copies of erection commissioning and operation, maintenance manual giving detailed instruction, procedures, precautions for all the equipment supplied by him to the Engineer. The Manuals shall be specific to the equipment supplied and not of general nature. One set of this manual shall also be packed with each set of equipment.

2.6 RAW MATERIAL:

The contractor shall be responsible for timely arrangement/ procurement of all the raw materials required for the manufacture of all tendered items and shall furnish their test certificate to the purchaser. However depending on the policy of the Govt. of India, Purchaser may issue essentiality, certificates for arrangement of such raw materials through CE, DOE, DGTD or other, who may allot the same to the Contractor at their discretion directly from any of the producers of such raw material or other source but without any financial liability to the affecting/linking the delivery of the equipment with the availability of raw material against such certificate or recommendation.

2.7 INSPECTION & TESTING:

As per clause 14 of General Condition of Contract Form 'B' the Contractors shall give 15 days notice to S.E. (MM), office of MD. MVVNL, Lucknow under intimation to Chief Engineer (MM), MVVNL, Lucknow and the purchase of every lot of material being ready duly packed for dispatch along with routine test result of the material offered and details of dispatches made against last authorization for dispatch in addition to the test specified in the Technical Specification. The purchaser reserves the right of carrying out at site such test as he may decide upon. Such additional tests will be carried out at the Purchaser's expenses.

The contractor shall also render necessary assistance to the inspecting Officer (s) in making random sampling. Whether considered necessary, the material shall be marked, embossed or sealed by the inspection Officer after inspection has been carried out and the material approved for dispatch.

The purchaser shall reserve the right to draw required number of samples of other Major items of raw material. These samples shall however, be drawn and sealed in the presence of Contractor or his authorised representative. The purchaser further reserves the right to get these samples tested form any Govt. recognized Test house/Laboratory.

The Contractor shall record either of the following certificates on the invoice/packing list (Challan) as the case may be.

Certified that the consignment (lot) of material supplied through this invoice/packing list (Challan) has been inspected and tested by representative (s) of Managing Director, MVVNL, Lucknow and has been approved for dispatch.

OR

Certified that the inspection and testing of consignment (lot) of material supplied through this invoice packing list (Challan) has been waived off by the purchaser vide his letter No. . Dated it is further certified that the material have been tested and results have been found to be with in values specified in the relevant ISS/Contract as per copies of test certificates enclosed. Notwithstanding the inspection carried out by the Officers of MVVNL, Lucknow in case of any short/defective supply of material detected by the consignee the contractor shall be liable to make good such shortage/rectify the defects. The consignment shall also be subjected to joint inspection by Representative of the contractor and the purchaser in the stores of MVVNL in case of any dispute regarding quantity and/or quality of the material supplied.

In case the material offered for inspection is not found ready when the inspection party reaches to the works of the contractor, the cost incurred by the MVVNL, Lucknow on this account will become payable by the Contractor on demand by "Engineer of Contract " with in 30 days.

2.8 PRODUCTION SCHEDULE & PROGRESS REPORT:

The contractor shall furnish detailed production schedules for major components to be supplied.

The schedule shall include dates of completion of:

- a. Engineering work.
- b. Different phase of material procurement manufacture of fabrication.
- c. Delivery.

A report on actual progress in percentage and date of completion of each of the above item shall be sent to the purchaser every month, starting two months from the date of letter of indent o date of purchase order.

2.9 PACKING & DISPATCH OF EQUIPMENT:

- 2.9.1 All equipment/material shall be suitably packed for transport cartage to site and outdoor storage during transit. The contractor shall be responsible for any damage to the equipment during transit due to improper and inadequate packing. The case containing fragile or material easily prone to damage shall be very carefully packed and marked with appropriate caution symbol i.e.. 'Fragile' Handle with care' use no Hook etc. The contents of each package shall bear/packing list. Packing shall provide complete protection from moisture, termites and mechanical shocks etc. Whenever necessary, proper arrangement of attaching slings, for lifting shall be provided. All packaged shall be clearly marked with gross weight sign showing 'UP and down side of boxes content of

each packages orders No. and date, name of plane/equipment of which the material in package form part and any handling and unpacking instruction considered necessary. Any material found short inside the packing case shall be supplied by the contractor without any extra cost. Contractor shall ascertain prior to shipment from concerned authorities, the transport limitation, like within and maximum allowable package size of transportation. All packing cases and packing material shall become the property of the Purchaser.

- 2.9.2 The equipment/material shall be dispatched, as per dispatch instruction issued by S.E. (MM) MVVNL, Lucknow. A telegraphic intimation shall also be given to the consignee (s) immediately after the dispatch of equipment mentioning the specification number, name of equipment, R/R number, Date of dispatch, No. of packages, wagon number and approximate weight of each package to enable him to take the delivery and unload the material in case the dispatch documents are not received by him in time.
- 2.9.3 Packing list containing details of equipment for verification at site shall be placed inside each package and shall correspond with the advice note and approved bill of materials, One set of manual as required in 2.5.5 shall also be placed inside the package.
- 2.9.4 Bill (s) dully pre-receipted in triplicate in accordance with approved terms of payment and together with all necessary dispatch document, shall be sent to consignee (s) under registered cover with additional copy to Engineer of the contract with items as prescribed shall be marked on every bill/invoice/challan.
- 2.9.5 Any demurrage and wharfage or other charges payable due to non-implementation of any of the above instruction shall be to Contractor's account.

2.10 REJECTION:

- 2.10.1 Purchaser reserves the right to reject any equipment if during the tests at work or at site. If the values achieved do not comply with the respective standard/specification and exceed the tolerable limits.
- 2.10.2 Contractor shall replace a rejected equipment with a new equipment, complying with the guaranteed value as promptly as possible and at no extra cost to the purchaser, purchaser reserve the right to take any rejected equipment in to service until the Contractor supplies the new equipment.
- 2.10.3 Rejection to any equipment will not be held as valid reason for delay in timely completion of the work.

2.11 DISPATCH INSTRUCTION:

- 2.11.1 Detailed dispatch instructions shall be issued by the S.E. (MM) MVVNL, Lucknow for the quantities authorized for dispatch who however reserve the right to amend the dispatch instructions at any time before the actual dispatch of the material. It may be noted that no materials is to be dispatched without satisfactory testing inspections and clearance by Representative of S.E. (Quality Cell), office of MD, MVVNL, Lucknow
- 2.11.2 Telegraphic intimation shall be sent to consignee immediately after the goods are booked and following documents shall be sent by the Contractor to the bankers and additional copy each shall also be sent directly to the Purchaser and to the consignee by registered mail on the same day.

- a. Evidence of dispatch i.e. Railway Receipt
- b. Packing list (3 copies)

- c. Invoice (3 copies)
- d. Test Certification (3 copies)

2.11.3 In case of transport by Road, the Contractor shall deliver the material/ quipment to the consignee at the specified place of delivery with the following documents and one additional copy of each sent directly to the purchaser.

- a. Delivery Challan (2 Copies)
- b. Invoice (2 Copies)
- c. Test Certificate (2 Copies)

2.11.4 A statement of dispatches shall be sent by the Contractor on the first day of every month of dispatch made by him during preceding Month on the following proforma.

No. & Dt.	Name of Consignee	Name of material	Quantity	
			Allotted	Dispatched
1	2	3	4	5

GR/RR No & Dt.	Bill No & Dt.	Amount	Remarks
6	7	8	9

2.12 **INSURANCE:**

2.12.1 The Contractor shall arrange, secure and maintain insurance that may be necessary to protect his own interest and the interest of the Purchaser, against all risks that are to be covered under the insurance shall include, but not be limited to the loss of damage in transit, theft pilferage/not civil commotion, weather conditions, accident of all kinds, fire war risks during ocean transportation only etc.

2.12.2 Insurance is to be taken for the F.O.R. destination value of the equipment for transit from manufacture's warehouse to Purchaser's warehouse plus 30 days storage there after.

2.12.3 All damages and shortages of the equipment after its delivery, destination Railway station and transportation to stores and storage there after shall be notified by the consignee by registered post to contractor or his authorized representative within 30 days of making good the damage or loss by way of replacement of the equipment damaged or lost.

2.12.4 The Contractor shall take up the matter with insurance company for finalization of claim and purchaser shall provide required information. All further action in connection with making and setting of claims, if any, will be carried out by the contractor for which no extra payment will be made.

The contractor shall be responsible to make good the damage or loss by way of repairs and/or replacement of equipment free of cost irrespective of fact whether claims are accepted by the insurance company or not. without waiting for claims settlement.

2.12.5 The scope of such insurance shall cover the entire value of the contract from time to time.

2.13 **TERMS OF PAYMENT:**

2.13.1 The terms of payment shall by as per clause-21 of Form 'B'

2.13.2 "For equipment to be dispatched by road transport the payment will be made after the receipt of goods at site. For equipment dispatched by Rail, the Contractor can claims 90% of the contracted value of equipment (including price

variation, if any) together with 100% of excise duty, sales/trade Tax against R/R through bank of Consignee choice provided that :

- a. The Contractor submits a certificate along with invoice to the effect that the material detailed in the said advice note which has actually been dispatched is under the said Railway receipt and the value of the material as dispatched is not less than the amount entered in the invoice.
- b. The bank commission shall be borne by the Contractor.
- c. The Contractor shall be responsible for timely intimation to the consignee about R.R. etc. and in the event of this lapse, the damage/wharfage shall be responsibility of the contractor.

2.14 DELIVERY:

- 2.14.1 The commencement of delivery period shall be counted from the date of letter of indent or as per detailed order as the case may be.
- 2.14.2 Date of R/R shall be deemed to be the date of delivery for dispatch by rail, the date of receipt of materials in purchaser's store shall be deemed to be date of delivery for dispatch by Road.
- 2.14.3 2.14.3. The delivery should be affected in serviceable lots/sets of equipment, in case of part dispatch the delivery shall be deemed to have been affected when last component part of the equipment of serviceable lot/set has been delivered.

2.15. SECURITY:

The contractor shall deposit security as required under Clause-3 of the "General Condition of the Contract" Form "B" minimum @ **10.0% (Ten percent)** of the F.O.R. destination price of material in the form of Bank draft, FDR/CDR or Govt. interest bearing security duly pledged in favour of the Madhyanchal Vidyut Vitran Nigam Limited, Lucknow or guarantee bond from a schedule Bank of India duly executed on non judicial stamp paper of requisite value (at present Rs. 100/-) in the enclosed Proforma.

The above security shall be sent within 30 days of the award of contract. The validity of the security deposit in any of the above form shall be for a period of 30 months from the date of receipt of last lot of material with a claim period of six months there after, in case the supplies are delayed beyond the delivery schedule mentioned in the order, the contractor shall extend the validity of the security deposit so as to cover a period of 30 months for the day by which he anticipates to complete the supplies, failing which the Purchaser shall have the right to encash the bank Guarantee without making any reference to him. This order is liable to be cancelled if security is not deposited within the time specified and in the event Earnest Money shall be forfeited. The contractor shall not commence the supply of material till such time he deposits security as above and the intimation regarding receipt and correctness of the same is received by him in writing from Engineer of Contract.

The security will be released to the contractor after expiry of consignment against the contract.

2.16. TRAINING OF ENGINEERS:

- 2.16.1 The Purchaser may depute his engineer for a period as mutually agreed, at the manufacture's works for a purpose of familiarization with equipment and techniques covered under the specification, including training in commissioning, operation, maintenance and trouble shooting aspect etc. The contractor shall provide the necessary training facilities free of cost to the purchaser and also indicate/suggest training programmes etc. In case, this training course is being run regularly by the manufacturer or his principles, this may be indicated in the

tender, along with details of training duration, schedules date, course content etc. The traveling expenses from U.P. to their place of training and back and maintenance of the deputed trainees shall be borne by the purchaser.

- 2.16.2 The Contractor shall depute his Senior Engineer/Specialists to the Training Institute/Staff colleges of the purchasers for training familiarization course when requested by the purchaser.

2.17. JUDICIAL JURISDICTION:

All the disputes arising out of and touching or relating to subject matter of agreement/contract shall be subject to jurisdiction of local courts of Lucknow and High Court of Judicature at Lucknow Bench only.

2.18. Dispute Resolution

1. Irrespective of the value of the contract, the dispute resolution mechanism to be followed by a way of two stage mediation for:
 - a. Disputes with value up to Rs 10 crore
 - b. Disputes with value greater than Rs 10 crore
2. **Disputes with value up to Rs 10 crores will be dealt in the following manner:-**
 - i) In case of disputes with value less than / up to Rs 10 crore, the contractor / vendor will refer the matter to the Managing Director, UPPCL (MD), except in cases where MD, UPPCL himself is the other party in dispute, who will examine the dispute / grievance impartially and try to settle the same through the process of mediation in a time bound manner. For this purpose, MD may seek necessary advice / inputs from domain experts, finance experts and/ or legal experts.
 - ii) In the event that the contractor(s)/vendor(s) is/are not satisfied by the proposed solution they may refer the matter to a Conciliation Committee of Independent Experts (CCIE) for Mediation/Negotiation or Adjudication. In order to deal with such disputes, one or more CCIEs may be set up comprising the following members:
 - a) Former/ retired officers of the rank of Principal Secretary to the Government of UP or above.
 - b) Sector experts, either retired or serving, having substantial domain knowledge of project development, execution and O&M of distribution systems not below the rank of Chief Engineer L1.
 - c) Experts in Finance and taxation, with experience in senior position in the sector/financial institutions, not below the rank of Chief General Manager/General Manager.
 - iii) In exceptional cases of disputes (even with value less than Rs 10 Cr), where the decision would result in a policy change or a much wider impact than just being limited to the dispute in hand, MD, UPPCL may refer the same to Chairman, UPPCL for adjudication. The Chairman may adjudicate the dispute himself or refer the same to the High Level committee (HLC) as mentioned herein after.
3. **Disputes with value greater than Rs 10 crore will be dealt in the following manner:-**
 - i) In case of disputes with value greater than Rs 10 crore, the contractor/ vendor will refer the matter to the Chairman, UPPCL who will examine the dispute /grievance impartially and try to settle the same through the process of mediation in a time bound manner. For this purpose, Chairman may seek necessary advice / inputs from domain experts, finance experts and/or legal experts.
 - ii) Chairman may seek advice of a retired judge from the Hon. High Court/Hon. Supreme Court, if so required, at his discretion.
 - iii) In the event that the contractor(s) / vendor(s) is/are not satisfied by the proposed solution through mediation, they may refer the matter to a High-Level Committee (HLC). In order to deal with such disputes, one or more HLCs may be set up comprising the following members:
 - a) Former / retired officers of the rank of Additional Chief Secretary to the Government of UP or above.

- b) Sector experts, either retired or serving, having substantial domain knowledge of project development, execution and O&M of distribution systems not below the rank of Director of UPPCL.
- c) Experts in Finance and taxation, with experience in senior position in the sector / financial institutions, not below the rank of Director of UPPCL.
- iv) In exceptional cases, the Chairman UPPCL may provide that the HLC will be headed by a retired judge of Hon. High Court/Hon. Supreme Court with the other three members as proposed above.

2.19 **PRICE VARIATION:**

~~Where the contracted ex-works prices are variable the contractor shall immediately after dispatch submit to engineer detailed calculation supported by photocopy of the relevant indexes of applicable price variation formula. The engineer will check these calculations and notify within 15 days of receipt of information, the revised prices to contractor as well as to consignees.~~

~~In principal, price variation shall be payable as determined on the basis of the date of offer or contractual delivery whichever is earlier.~~

~~In case of delivery (date of R/R) for dispatch by rail or date of receipt at purchaser's warehouse for dispatched by road) falling after the contractual delivery schedule, the price variation shall be payable for applicable contractual / amended delivery schedule notified for price variation purposes.~~

QUALITY ASSURANCE PLAN:

The bidder shall invariably furnish following information along with his bid, failing which his bid shall be treated as Non-responsive. This information shall be separately given for individual type of material offered.

- i. Statement giving list of important raw materials, names of sub-suppliers for raw materials, list of standard according to which the raw materials are tested. List of test normally carried out on raw materials in presence of Bidder's representative, copies of test certificate.
- ii. Information and copies of test certificates as in (I) above in respect of bought out accessories.
- iii. List of manufacturing facilities available.
- iv. Level of automation achieved and list of areas where manual processing exists.
- V List of areas in manufacturing process where stage inspection are normally carried out for quality control and details of such tests and inspections.
- vi. List of testing equipment available with the bidder for final testing of equipment and specify test limitation, if any, vis-a-vis the type, special acceptance and routine tests specified in the relevant standards. These limitations shall be very clearly brought out in schedule of deviations from specified test requirements.
- 1.1.2 The successful Bidder shall within 30 days of placement of order, submit following information to the purchaser.
 - (i) List of raw materials as well as bought out accessories and the names of sub-suppliers selected from, furnished alongwith offer.
 - (ii) All type of test certificate of raw materials, bought accessories and components as per relevant standards.
 - (iii) Quality assurance plan (QAP) with holds points for purchaser's inspection. The quality assurance plan and purchaser's hold points. Shall be discussed between the purchaser and Bidder before the QAP is finalized.

The contractor shall operate system which implement the following

Hold Point: A stage in the material procurement or workmanship process beyond which work shall not proceed without the documental approval of designate /individual or organization The purchasers written approval is required to authorize work to progress beyond the hold points indicated in quality assurance plans.

Notification Point: A stage in material procurement or workmanship process for which advance notice of activity is required to facilitate witness if the purchaser does not attend after receiving documented notification in accordance with the agreed procedures and with the correct period of notice then work may proceed.

- 1.1.4. The successful bidder shall submit the routine test certificate of bought out accessories and central excise passes for raw material for the raw material at the time of routine testing if required by the purchaser and ensure that Quality Assurance requirements of this specification are followed by the sub-contractors.

The Quality Assurance program of the contractor shall consist of the quality systems and quality plans with the following details.

- (i) **Quality System:**

The structure of organization.

The duties and responsibilities assigned to staff ensuring quality of work.

The system for ensuring a quality workmanship.

The system for retention of record.

The arrangement of contractor's internal auditing.

A list of administration and work procedures required to achieve and verify contract's quality requirements. These procedures shall be made readily available in the proper manner for inspection request.

ii) Quality Plans:

An out line of the proposed work and programme sequence.
 The structure of the contractors organization for the contract.
 The duties and responsibilities assigned to staff ensuring quality of work.
 Hold and notification points.

Submission of Engineering documents required by the specification.
 The inspection of material and components on receipt.
 Reference of the contractor's work procedures appropriate to each activity.
 Inspection during fabrication/construction.
 Final inspection and test.

12.0 **DOCUMENTATION:** The bidder should append with the offer detailed cross section lay out drawing of the material and should also clearly indicate, the co-relation between the dimensions in the drawing to the quantities of material supplied as per the Bill of Material for the material to be submitted with offer.

13.0 PACKING & FORWARDING:

13.1 For the purpose of identification, gloves shall be marked clearly and permanently in a prominent position with the supplier's name and reference number.
 Electrically conducting components shall be marked 'conducting' clearly and permanently.

13.2. It shall be marked with the following:

1. MVVNL-Specification No. /Name of manufacturer.
2. DESTINATION OF CONSIGNEE AND DESTINATION RAILWAY STATION.
3. UNIQUE. NUMBER.
4. CONTRACT/SPECIFICATION NO.
5. STANDARDS USED FOR MANUFACTURING OF MATERIAL.

13.3 The components shall normally be supplied in a package, which shall be designed to protect the contents against mechanical damage.

13.4 Components supplied with adhesive coatings shall have means to prevent coated surfaces from adhering to each other

13.5 Detailed bill of material along with installation instruction shall be provided.

13.6 Whenever the material is supplied to a consignee, the supplier shall prepare the following information in the form of packing slip in quadruplicate and send the same to the consignee and obtain its acknowledgement on the same. The consignee will return to the supplier one copy of the packing slip with the remarks

1. Purchase Order No. and date.
2. Quantity allotted to the stores and rate applicable.
3. Quantity so far supplied and rates applied.
4. Quantity now supplied and the rate applied.
5. Total quantity supplied under the P.O. with rates applied.
6. Program for supply of balance quantity to the store.

SCHEDULE 'A'**PART-I
TENDER FORM****From : Tender Specification No.****To,****The Superintending Engineer (MM)
Madhyanchal Vidyut Vitran Nigam Ltd.
Lucknow****Sir,**

With reference to your invitation to tender for the above I/We hereby offer to the Madhyanchal Vidyut Vitran Nigam Ltd.-Lucknow the items in the schedule of the prices and delivery annexed or such portion thereof as you determine in strict accordance with the annexed condition of contract Form 'B' Specification and Schedule of rate, to the satisfaction of the purchaser or in default thereof to forfeit and pay to the Madhyanchal Vidyut Vitran Nigam Ltd., Lucknow the sum of money mentioned in the said conditions.

The rates quoted are inclusive prorata and in full satisfaction of all claims.

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

A sum of Rs. in the form of

In favour of the Madhyanchal Vidyut Vitran Nigam Ltd.-Lucknow is enclosed with Part-I of the offer as earnest money.

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

Encl : As above

Date: day of 2026 yours faithfully,

Witness

(Name & Signature)

(Signature of tender in full)

Address :

Name

Occupation

Seal

SCHEDULE 'B'**PART-I****Tender Specn No :****Name of Material :****PREQUALIFICATION DETAILS OF THE TENDERER****1. Manufacturer or accredited representative**

- (a) For manufacturer, registration with industries Deptt. permitted manufacture is to be enclosed.
- (b) For accredited representative, letter of authorization from manufacturer of being accredited representative to be enclosed.

2. Operational Experience:

The following details are to be furnished ONLY in respect of Tendered item (s) for last five financial year.

- (a) Sl. No.
- (b) Complete postal address including designation of the authority placing order.
- (c) Order No. & Date
- (d) Quantity ordered
- (e) Period of Supply
- (f) Station where the equipment installed and the period from which in actual service.

3. Manufacturing Experience

The following details are to be furnished only in respect of Tendered item (s)

Sl. No.	Complete postal address including designation of authority placing order	Quantity ordered five years	Quantity manufactured during last
			2020-2021 2021-2022 2022-2023 2023-2024 2024-2025 (upto date of tender opening)

* In case the quantity manufactured in less than the qualifying figures, previous year may also be included.

4. Testing Facilities

Sl. No.	Name of Test	Details of testing equipments required and available	Range up to which tests can be performed	Place of testing
1	2	3	4	5

(1) Routine :

- (a)
- (b)
- (c)

(2) Acceptance :

- (a)
- (b)
- (c)

(3) Type :

- (a)
- (b)
- (c)

Note: (i) In case facility of test not available at works place, where such test would be carried out, be specified.
(ii) The tender is required to give the details of Testing facilities available in works Against Column 2, he is to essentially mention the name of test and corresponding in column 3 he is to specify the instruments which will be employed to perform that tests.

5. Type testing Product -

It is required that a Xerox copy of complete type test report of the product is enclosed with Part-I of the tender document failing which it will be presumed that the product is not type tested.

Seal of Company

Signature

Name

Designation

Date

SCHEDULE 'C'**PART-I****DECLARATION****Tender Specn No. MEDCO**

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

Tender invited by

**Superintending Engineer (MM)
Madhyanchal Vidyut Vitran Nigam Ltd.-
Lucknow****Tender for**

Name of Tenderer

Specification No. & date of opening

IN CONSIDERATION of the M.V.V.N.L.-Lucknow having treated the Tenderer to be an eligible person whose tender may be considered, the Tenderer here by agrees to the condition that the proposal in response to the above invitation shall not be withdrawn with 180 days (or any extension there or) from the date of opening of the tender, also to the condition that if there after the Tenderer does, withdraw his proposal with in the said period, the Earnest Money deposited by them may be forfeited by the M.V.V.N.L.-Lucknow 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 20

Place

Signed by

State title (whether

Proprietor/Partner)

Witness:

Name of the firm

Address:

Address of the firm

Signature

Seal of the firm

SCHEDULE 'D'**PART – I****Tender Specn No. MEDCO****PROFORMA FOR JOINT UNDERTAKING BY THE COLLABORATOR/ASSOCIATE AND THE TENDERER**

(To be stamped in accordance with U.P. State Act)

To,**Superintending Engineer (MM)
Madhyanchal Vidyut Vitran Nigam Ltd.-
Lucknow****Dear Sir,**

(In terms of "Instruction to Tenderers" in the specification on-..... for the design manufacture, testing delivery, erection & commissioning as specified) of.....
.....(Name of Equipment).

It is a condition that tenderer as well as their collaborator/associate shall jointly and severally undertake the responsibility for the successful performance of the Contract (here inafter referred to as contract) which is qualified for the award on the basis of the expertise of collaborator/associate).

We.....having our registered office at.....(here in after referred to as a Collaborator/Associated) which in turn shall include our successor, administrator recuter and assign and we.....having our registered office at (hereinafter called as Tenderer or Contractor) are held jointly and severally liable and bound upto Madhyanchal Vidyut Vitran Nigam Ltd, Lucknow (here in after referred to as Purchaser) which expression shall include its successor administrator and assigns for successful performance of the contract including the overall responsibility for the design, manufacture, testing, delivery performance etc. of..... (Name of equipment) in accordance with the contract.

The Collaborator/Associated hereby agree to depute their technical experts from time to time to Contractor's works/project site as mutually agreed upon between the Purchaser and the contractor in order to discharge the contract obligations as stipulated in the contract. The Tenderer and the Collaborator/Associate hereby agree that this undertaking shall be irrevocable and it shall form an integral part of the contract.

In witness there of the Collaborator/Associate and the Tenderer have through their authorised representative, set their hand and seal on this.....day of.

Witness Collaborator/Associate

Name

(Official Address)

Designation

Seal

Witness **Tenderer**

2.

Signature

Name

(Official Address)

Designation

Seal

SCHEDULE 'E'**PART-I****SCHEDULE OF GENERAL PARTICULARS****Tender Specn.**

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, if any
3. Works
 - (a) Location with full Postal Address
 - (b) Total Space occupied in sq. metres (approximate within 5%)
 - (c) Constructed area in sq. meters (approximate within 5%)
4. Name & Address of local representative and his Telephone Number.
5. Name & Address of the officer of the tenderer/manufacturer to whom all reference shall be made for expeditious coordination.
6. Whether the tenderer is sole proprietor/partnership concern Private Ltd. Company / Public Undertaking.
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.

2020-2021**2021-2022****2022-2023****2023-2024****2024-2025**

(upto date of tender opening)

-
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 G.S.T.

2020-2021**2021-2022****2022-2023****2023-2024****2024-2025**

(upto date of tender opening)

-
13. Manufacturing capacity per month of the quoted equipment otherwise.
 14. State the name and designation of your relative(s) if any, working in UPPCL/MV VNL, Lucknow.
 15. **10% security deposit** as per clause 1.15 of “General Requirement of specification” is to deposited within 30 days of placement of order. Whether or not willing to deposit. If no state reasons.
 16. Whether certificates for satisfactory performance of offered enclosed / not enclosed equipment enclosed or not if yes,

Enclosed/not
Enclosed.

give the quantity to which it refers.

17.	(a) Nature of Ex-works price	(Firm)
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 quoted prices are also applicable for any reduced quantity of order.	Yes/No
21.	Terms of payments as mentioned in relevant clause are acceptable or not.	Yes/No
22.	Give G.S.T. (Goods and Service Tax) Registration Number. (Enclose last clearance certificate)	
23.	Income Tax Clearance Certificate of current and the preceding year enclosed or not.	Yes/No
24.	Whether the Tenderer is agreeable to supply the equipment in case the deviations stipulated by him are not acceptable to the purchaser.	Yes/No
25.	Give two reference (Name, designation and complete-postal address) who can certify Tenders financial status and capacity to under-take such supply orders. One of the reference should be from any scheduled Nationalised bank in India.	
26.	Have you submitted a sealed sample(s) required in the specification (non-returnable) and delivered the same to the office of Chief Engineer (MM) Madhyanchal Vidyut Vitran Nigam Limited, Lucknow.	Yes/No
27.	Have you offered any discount and if so, then what is the rebate/discount in Rs. per unit.	Yes/No

Seal of Company

Full Signature

Name

Designation

Date

SCHEDULE 'F'**PART-I****Tender Specn No.****LIST OF DRAWINGS AND LITERATURE ENCLOSED WITH
THE TENDER**

Sl.No.	Drawing/Literature No.	Title
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Seal of Company

Signature

Name

Designation

Date

SCHEDULE 'G'**PART - I****Tender Spec No.****DEVIATION FROM "TECHNICAL SPECIFICATION"**

All deviations from the "Technical Specification" shall be filled in Clause by clause, in this schedule. Compliance with the Specification 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.

Sl. No.	Page No.	Clause No. and stipulation in M.V.V.N.L. specification	Deviation
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The tenderer hereby certifies that the above-mentioned details are the only deviations from the "Technical Specification."

Seal of Company

Full Signature

Name

Designation

Date

SCHEDULE 'H'**Tender Spec No.****PART-I****DEVIATION FROM INSTRUCTIONS TO TENDERERS**

ALL DEVIATIONS FROM "INSTRUCTION TO TENDERERS" shall be filled in clause by clause in this schedule. Compliance with the Specification will be taken as granted if the deviations are not specifically mentioned in this schedule. In case there are no deviations (s), the 'NIL' information should be furnished.

Sl. No.	Page No.	Clause No. and stipulation in M.V.V.N.L. specification	Deviation
------------	----------	---	-----------

The tenderer hereby certifies that the above-mentioned details are the only deviations from the "Instruction to Tenderers"

Seal of Company

Full Signature

Name

Designation

Date

SCHEDULE 'I'**PART - I****Tender Spec. No.****DEVIATIONS FROM 'GENERAL REQUIREMENTS OF SPECIFICATION'**

All deviations from the "GENERAL REQUIREMENTS OF SPECIFICATION" shall be filled in clause by clause, in this schedule. Compliance with the Specification will be taken as granted if the deviations are not specifically mentioned in this schedule. In case there are no deviations (s) the 'NIL' information should be furnished.

Sl. No.	Page No.	Clause No. and stipulation in M.V.V.N.L. specification	Deviation
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The tenderer hereby certifies that the above-mentioned details are the only deviations from the "General Requirements of specification."

Seal of Company

Full Signature

Name

Designation

Date

SCHEDULE 'J'**PART - I****Tender Specn.****DEVIATIONS FROM 'GENERAL CONDITIONS' OF CONTRACT FORM 'B'**

All deviations from the "General Conditions" of contract Form 'B' shall be filled in clause by clause, in this schedule. Compliance with the Specification will be taken as granted if the deviations are not specifically mentioned in this schedule. In case there are no deviations (s) the 'NIL' information should be furnished.

Sl. No.	Page No.	Clause No. and stipulation in M.V.V.N.L. specification	Deviation
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The tenderer hereby certifies that the above-mentioned details are the only deviations from the "General Conditions" of Contract Form 'B'.

Seal of Company

Full Signature

Name

Designation

Date

SCHEDULE 'K'**PART-I****Tender Specn.****SCHEDULE OF QUOTED GUARANTEED DELIVERY**

(Guaranteed delivery period will be reckoned from the date of issue of letter of intent or as specified in the order as the case may be)

(For transport by rail, the date of R/R and for transport by Road, the date of receipt of material at purchaser' warehouse shall be considered as date of delivery.

S.I. No.	Item	Tendered quantity (Nos.)	Offered quantity (100%) (Nos.)	Delivery Period (in months stating completion with monthly rate)
1.	Android Mobile (4 GB/64 GB, MDM Subscription for one year, one year extended warranty)	202		

Note: In case of contradiction regarding delivery schedule between MVVNL and Tenderer, delivery schedule in best interest of MVVNL will prevail.

Seal of Company

Full Signature

Name

Designation

Date

SCHEDULE - 'L'**PART- I****CERTIFICATE OF REASONABILITY OF RATES**

From,

Tender Specification No.**To,**

**The Superintending Engineer(MM)
Madhyanchal Vidyut Vitran Nigam Limited,
Lucknow.**

Sir,

With reference to your invitation of tender I/we here by certify that:

1. Our quoted rates are lowest, for the item mentioned, in comparison of all the rates quoted by us during last one yrs.
- or/and
2. Our quoted rates are -----% higher from our lowest rates during last one /three years the reasons of which are given in the enclosed annexure.

Encls: As above.

Your's Faithfully

Date:

(Signature of tenderer in full)

Witness:

(Name & Signature)

Address:

Name:

Occupation:

Seal:

SCHEDULE 'M'**PART-I****STATEMENT****Tender Specn.****STATEMENT GIVING DETAILS OF PROPRIETOR/PARTNERS/DIRECTORS/
EXECUTIVES/PRESIDENT/SECRETARY OF TENDERING FIRM**

Tender invited by : Superintending Engineer(MM)
Madhyanchal Vidyut Vitran Nigam Limited,
Lucknow

Specification No. : MEDCO/
Tender for (Item) :

Due for opening on :

Sl. No.	Full Name	Designation	<u>Full Address</u> Permanent Home Address	Tele- Official	Full phone No.	Relationship Specimen with firm's Signatures Proprietor	
1	2	3	4	5	6	7	8

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-

Note: In each case the persons who has signed the tender documents must enclose the attested photocopy of power of Attorney for signing, the tender (To be marked as Schedule-M)

Full Signature of Tenderer

Full Name of Tenderer

Address

Firms' Seal

SCHEDULE - 'N'**PART- I****CERTIFICATE OF FINANCIAL CAPABILITY
(To be provided by nationalized Bank/Bank of repute)****From,****Tender Specification No, MEDCO/****To,****Superintending Engineer(MM)
Madhyanchal Vidyut Vitran Nigam Limited,
Lucknow.****Sir,**

We hereby certify that the tendered 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-----

SCHEDULE - 'O'**TENDER FEE AND EMD EXEMPTION CLAIM - FORM**
FOR MICRO, SMALL & START-UP ENTERPRISES**Tender Specification No MEDCO/**

Sl. No.	Name of Firm	Turnover Last Five years		Category (Micro/Small/Start-UP)	Whether Exemption from tender fee & EMD Claimed or not Claimed
1	2	3		4	5
1.		2024-25			
		2023-24			
		2022-23			
		2021-22			
		2020-21			

Note: Above information is mandatory to fill only for Small, Micro & Start-UP Enterprises.

Seal of Company

Full signature

Name

Designations

Date

TENDER FORM

Sl. No.	Particulars	Schedule	
1	2	3	4
1	Earnest Money	'A'	
2	Validity on stamp paper or not	'C'	
3	Name of Manufacturer	'B'	
4	Manufacturer/Accredited representative/Collaborator	'B'	
	(a) Registration Certificate of manufacturer enclosed or not		
	(b) Schedule 'D' on stamp paper enclosed or not	'D'	
5	Operation Experience	'B'	
	(a) Qty. Ordered		
	(b) Period of Supply		
6	Manufacturing Experience	'B'	
	(a) Qty. Manufactured		
	(b) Period		
7	Details of Testing Facilities installed	'B'	
	(a) Routine Test		
	(b) Acceptance Test		
	(c) Type Test		
	(d) Place of Testing if Test Facility not installed		
8	Type Test Certificate Submitted or not	'B'	
9	Performance Certificate	'E'	
	(a) Quantity		
	(b) Period		
10	Guarantee	Form B/ Tech. Spec.	
11	Size of Manufacturing Facilities	'E'	
	(a) Total Space		
	(b) Constructed Area		
12	Name of Collaborator (Indian/Foreign)	'E'	

13	Type of Firm	'E'	
14	Authorized Capital of the company	'E'	
15	Total Turnover of the firm during last five years.	'E'	
16	Actual Production of Tender item during Last five Years	'E'	
17	Manufacturing Capacity per month of the quoted equipment		
18	Whether agreed to deposit 10% Security	'E'	
19	Whether price are firm or variable	'E'	
20	Whether Ex-works prices quoted or not	'E'	
21	Whether Transit & Insurance charges quoted or not	'E'	
22	Whether insurance provided or not	'E'	
23	Whether prices are applicable for reduced quantities or not.		
24	Our terms of payment acceptable or not	'E'	
25	GST Registration	'E'	
	(a)SGST No		
	(b) CGST No.		
26	ITCC (Year)	'E'	
27	Agreed to supply or not if deviations are not acceptable to purchaser	'E'	
28	(a) Sample Submitted or not	'E'	
	(b) Sample acceptable or not		
29	Rebate/D is count	'E'	
30	Drawing & Literature enclosed or not	'F'	
31	Deviation from Technical Specification	'G'	
32	Deviation from instructions to tenderer	'H'	
33	Deviation from General Requirement of Spec.	'I'	
34	Deviation from General Conditions of Form 'B'	'J'	
35	Whether Quoted for full Quantities	'K'	
36	Delivery Period	'K'	

37	Certificate of reasonability provided or not.	'L'	
38	Name of Proprietor/ Partners/Managing Director/ President/ Secretary/ chairman etc.	'M'	
39	Name of authorized signatory	'M'	
40	Authorization letter from owner enclosed or not	'M'	
41	Additional documents enclosed		
42	Documentary evidence of financial capability provided or not.	'N'	
43	Tender cost Deposit Details (i) UTR No./NEFT/RTGS. (ii) Date (iii) Name of the Bank		
44	Earnest Money Deposit Details (iv) UTR No./NEFT/RTGS./BG (v) Date (vi) Name of the Bank		

Seal of Company :

Signature -----

Name-----

Designation-----

Date-----

FORM OF BANK GUARANTEE FOR EARNEST MONEY

(For depositing earnest money in case the amount for deposit exceeds Rs. 5000/- Bank guarantee should be on a non-judicial) stamp paper of requisite value as per present Act and should be checked by the tenderer at the time of issuing the bank guarantee for any change in the stamp value)

To.

**Executive Engineer to Managing Director
Madhyanchal Vidyut Vitran Nigam Ltd.,
Lucknow**

Sir,

WHEREAS, M/s a company incorporated under the Indian Companies Act, its registered office at a firm registered under the Indian Partnership Act and having its business office at son of----- resident of.....carrying on business under the firm's name and style of Messers.....at.....Sri..... son of..... resident of..... Sri.....son of.....resident of.....partners carrying on business under the firm's name and style of Messers.....at.....whic h is unregistered partnership (hereinafter called 'The Tenderer') has/have in response to your Tender Notice against Specification No. MEDC for.....offered to supply and/or execute the works as contained in the Tenderer's letter No. dated.....

AND WHEREAS the Tenderer is required to furnish you a Bank Guarantee for the sum of Rsas earnest money against the tenderer's offer as aforesaid.

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

NOW THEREFORE, in consideration of the premises we, the undersigned, hereby convenient that the aforesaid tender of the tenderer shall remain open for acceptance by you, during the period of validity as mentioned in the tender or any extension thereof as you and tenderer may subsequently agree and if the tenderer shall, for any reason back out, whether expressly or impliedly, from his said tender during the period of its validity or any extension there of as aforesaid we hereby guarantee to you the payment of the sum of Rs.....on demand, notwithstanding the existence of any dispute between the Madhyanchal Vidyut Vitran Nigam Ltd., Lucknow and the tenderer in this regard AND we hereby further agree as follows:

- a) That you may without affecting this guarantee grant time or other indulgence to or negotiate further with the tenderer in regard to the conditions contained in the said tender and hereby modify these conditions or add there to any further conditions as may be mutually agreed upon between you and the tenderer.
- b) That the guarantee herein before contained shall not be affected by any change in the constitution of our Bank or in the constitution of the tenderer.
- c) That any account settled between you and the tenderer shall be conclusive evidence against us of the amount due hereunder and shall not be questioned by us.
- d) That this guarantee commences from the date hereof and shall remain in force till the tenderer, if his tender is accepted by you, furnishes the security as required under the said specification and executes a formal agreement as therein provided or till four months after the period of validity or the extended period of validity, as the case may be of the tender, which ever is earlier.
- e) Notwithstanding anything contained above the liability of the Guarantor here-under is restricted to the said sum of Rs.....and this guarantee shall expire on the day of.....200.....unless a claim under the guarantee is filed with the guarantor within six months of such date all claims shall lapse and the guarantor shall be discharge from the guarantee.
- f) That the expressions 'The Tenderer' and 'The Bank' and 'Madhyanchal Vidyut Vitran Nigam Ltd.' herein used shall, unless such interpretation is repugnant to the subject or context, include their respective successors and assigns.
- g) We(Name of Bank) lastly undertake to pay to the Madhyanchal Vidyut Vitran Nigam Ltd any money (so demanded notwithstanding any dispute or disputes raised by the Contractor (S) / Supplier (S) in any suit or proceeding pending before any court or Tribunal relating arbitration there to of liability under the present being absolute and unequivocal.

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

Yours faithfully,

NOTE:- The Bank guarantee should be exactly in this proforma without making any change or deletion.

**Form of Agreement
(Referred to in Clause 3)**

This Agreement made the day of 20 Between (hereinafter referred to as "the Contractor") of the one part and The Madhyanchall Vidyut Vitran Nigam Ltd, Lucknow (hereinafter called "Purchaser") of the other part:

Whereas the Purchaser is about to erect and maintain the (hereinafter called "the works") and for the purpose requires the plant and machinery mentioned and specified in certain general conditions, specification, schedules, drawings, form offender, covering letter and schedule of prices which, for the purpose of identification, as been signed by ----- on behalf of the Contractor and -----

(The Engineer or the Purchaser) on behalf of the Purchaser all of which are deemed to form part of this contract as through separately set out herein and are included in the expression "Contract" whenever herein used.

And whereas the purchaser has accepted the tender of the contractor for the supply and delivery of the said plant and machinery for the sum of -----Upon the terms and subject to the conditions hereinafter mentioned:

NOW THESE PRESENT WITNESS and the parties hereto hereby agree and declare as follows, that is to say, in consideration of the payments to be made to the contractor by the Purchaser as hereinafter mentioned the contractor shall and will duty provide the said plant machinery for the said work on the terms and conditions mentioned in the Contract:

And in consideration of the due provisions of the said plant and machinery by Contractor and due performance of his part of the contract, the purchaser, does hereby for himself, his successors or assigns covenant with the Contractor that he, the Purchaser or his successors or assigns will pay to the contractor the said sum of or such other sums as may become payable to the Contractor under the Provisions of this Contract, such payments to be made at such time and in such manner as is provided by this contract.

In Witness whereof the parties, hereto have signed this Deed hereunder on the dates respectively mentioned against the signature of each.

Signed
(for and on behalf of the purchaser)
(date)

signed
(Contractor)
(date)

by-----

in the presence of -----

in the presence of -----

and of -----

and of -----

FORM OF GUARANTEE BOND FOR SECURITY

In consideration of the Executive Engineer to Managing Director, Madhyanchal Vidyut Vitran Nigam Limited, Lucknow (hereinafter called (M.V.V.N.L.) having agreed to exempt(hereinafter called 'the contractor's) from the demand under the terms and conditions of an Agreementdated.....made between and for thereafter called, 'the agreement') of security deposit for the due fulfillment by the said Contractor (s) of the terms and conditions in the said agreement, on production of a Bank Guarantee for Rs..... (Rupees.....only). WeBank Ltd. (hereinafter referred to as "the Bank") do hereby undertake to pay to the an amount not exceeding Rs. against any loss or damage caused to or suffered or would be caused to or suffered by the by the reason of any breach by said Contractor(s) of any of the terms and conditions contained in the said agreement.

1.WeBank Ltd. do hereby undertake to pay the amount due and payable under this guarantee without any demur merely on demand from the MVVNL stating that the amount claimed is due by way of loss or damage caused or would be caused to or suffered by the Nigam by reason of any breach by the said Contractor of any of the terms and conditions contained in the said Agreement or by reason of the Contractors failure to perform the said agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount no exceeding to Rs.
3.We..... Bank Ltd. further agree that the guarantee herein contained shall remain in full force, effect during the period that would be taken for the performance of the said agreement, and that it shall continue to be enforceable till all the dues of the MVVNL under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the MVVNL or their only Authorized Officer certified that the terms and conditions of the said agreement have been fully and properly carried out by the said contractor(s) and accordingly discharges the Guarantee.
4.WeBank Ltd., further agree with the MVVNL that the MVVNL shall have the fullest liberty without our consent and without effecting in any manner of obligations hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the MVVNL the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation or extension or extension being granted to the said Contractor(s) or for and forbearance act or commission on the part of the MVVNL or any indulgence by the MVVNL to the said contractor(s) or by any such matter or thing whatsoever which, under the law relating to sureties, would but for this provision have effect or so relating us.
5.WeBank Ltd., lastly undertake not revoke this guarantee during its currency except with the previous consent of the MVVNL in writing.
6.Notwithstanding anything contained above, the liability of the guarantee hereunder is restricted to the said sum of Rs.and this guarantee shall expire on theday of 200unless a claim under the guarantee is filed with the guarantee or within six months of such date, all claims shall lapse and the guarantor shall be discharged from the guarantee.
7.WeBank Ltd. lastly undertake to pay to the MVVNL any money so demanded notwithstanding any dispute or disputed raised by the Contractor(s) /supplier (s) is any suit or proceeding, pending before any Court or Tribunal relating to arbitration thereto or liability under this present being absolute and un-equivocal. The payment so made by us under this Bond shall be a valid discharge of our liability for payment there under and the Contractor (s) /supplier(s) shall no claims against us for making such payment.
Date _____ -days of _____ 20 _____
For _____ Bank Ltd.

Madhyanchal Vidyut Vitran Nigam

SE(MM-I), 4-A, Gokhale Marg, Lucknow

E-Tender Notice : MEDCO/4002/2026

Date : 10.07.2026

Name of work : Android Mobile (4 GB/64 GB, MDM Subscription for one year, one year extended warranty) - 202 Nos.

E-tender documents Fee - Rs. 5,900

EMD - Rs. 0.24 Lacs.

E-tender last date : 28 July 2026, 14:00 Hrs.

Detailed information and documents are available on website: <https://bidplus.gem.gov.in>
Further all information shall be published only on website.



(Anup Kumar Sinha)
Superintending Engineer (MM)



मध्यांचल विद्युत वितरण निगम लिमिटेड

(उ०प्र० सरकार का उपक्रम)

प्रधान कार्यालय : 4-ए, गोखले मार्ग, लखनऊ

फोन कार्या० : 0522-2208737, 2207065

E-mail : se.mmmd.office@mvvn.org

CIN : U31200UP2003SGC027459

पत्रांक: 1300/अधी०अभि०(सा०प्र०)/मविनिनि/मेडको/4002/2026

दिनांक : 10/07/2026

विषय:- अल्पकालिक निविदा विशिष्ट संख्या मेडको/मेडको/4002/2026 हेतु निविदा आमंत्रित किये जाने सम्बन्धी सूचना प्रकाशन के सम्बन्ध में।

जनसम्पर्क अधिकारी,
मध्यांचल विद्युत वितरण निगम लि०,
4-ए, गोखले मार्ग,
लखनऊ।

कृपया अल्पकालिक निविदा विशिष्ट संख्या मेडको/4002/2026 आमंत्रित किये जाने सम्बन्धी सूचना को प्रतिष्ठित दैनिक समाचार पत्रों में प्रकाशित कराने का कष्ट करें।

संलग्नक : निविदा सूचना।

10/7/26

(अनूप कुमार सिन्हा)
अधीक्षण अभियन्ता (सा०प्र०)

अधीक्षण अभियन्ता (सा०प्र०)
मध्यांचल विद्युत वितरण निगम लि०
लखनऊ

6/