

OFFICE OF THE SUPERINTENDING ENGINEER
ELECTRICITY DISTRIBUTION CIRCLE
MADHYANCHAL VIDYUT VITRAN NIGAM LIMITED
Gola Kheri- 262802

E-mail id : se.gola@mvvnl.org
Mob No. : 9415901136

SHORT TERM E-TENDER SPECIFICATIONS/DOCUMENTS

- | | | |
|----|---------------------------------------|---|
| 1. | SHORT TERM E-Tender No. | :22/EDCG/2026-27 |
| 2. | Last Date & time of Online Submission | :05-Jun-26 - 12:00 PM |
| 3. | Due date & time of opening.(Part-I) | :05-Jun-26 - 16:00 PM |
| 4. | Price of Tender form. | : Rs. 1180.00 (Rs 1000.00 + 18%GST) |
| 5. | Earnest Money | : Rs. 8700.00 |
| 6. | Description of Work. | : विद्युत् वितरण खंड पलिया के अंतर्गत बिजनेस प्लान 2026-27 योजना के अंतर्गत (04 नग) नये परिवर्तको की स्थापना का कार्य |

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

1. Tender Form (Annexure-I)
2. Tender Proforma (Annexure- II)
3. Proforma of Deviations (Annexure – III)
4. General Instructions to Tenderers (Annexure-IV)
5. Bill of Quantity/Price Schedule (Annexure-V)
6. Scope of Work (Annexure-VI)

Enclosure: As above

Superintending Engineer (E.D.C.)

मध्यांचल विद्युत वितरण निगम लि०, गोला खीरी

अति अल्पकालीन ई-निविदा सूचना

अधोहस्ताक्षरी द्वारा निविदा के समक्ष अंकित कार्यो को कराने हेतु "A Class" श्रेणी प्रमाण पत्र धारक/विद्युत सुरक्षा निदेशालय में नवीनीकरण हेतु प्रस्तुत "क" श्रेणी विद्युत लाइसेंसी/अनुभवी एवं कार्य में दक्ष निविदादाताओं से दो भागों में अलग-अलग निविदा ई-टेंडरिंग के माध्यम से आमंत्रित की जाती है। निविदा प्रपत्र **UP Government Website etender.up.nic.in** से डाउनलोड/देखे जा सकते हैं।

निविदा के प्रस्ताव निम्न अंकित निविदा के सम्मुख अंकित तिथि तक अपलोड किये जाने हैं। निविदादाता द्वारा उ०प्र० ई-टेंडर पोर्टल **www.etender.up.nic.in** पर निविदा के भाग एक के मूल्यांकन के बाद उपयुक्त पाये गये निविदादाताओं के भाग दो (Price Bid) खोले जायेंगे, जिसकी सूचना ई-पोर्टल के माध्यम से ही दी जायेगी। अधोहस्ताक्षरकर्ता के पास बिना कोइ कारण बताये किसी एक अथवा समस्त निविदा को निरस्त करने/विभिन्न फर्मों के मध्य विभक्त करने/संशोधन/पुर्न प्रकाशन/अवधि विस्तारण करने का पूर्ण अधिकार सुरक्षित है। प्रत्येक निविदा मूल्य एवं धरोहर धनराशि निविदा के सम्मुख अंकित है।

1. अल्पकालीन ई-निविदा संख्या 22/वि०वि०मं०गो०/2026-27: विद्युत् वितरण खंड पलिया के अंतर्गत बिजनेस प्लान 2026-27 योजना के अंतर्गत (04 नग) नये परिवर्तको की स्थापना का कार्य निविदा मूल्य रु० 1180.00 (Rs 1000.00 + 18%GST) जीएसटी सहित एवं धरोहर धनराशि रु 8700.00 निविदा अपलोड करने की तिथि 05-Jun-26 समय 12:00 PM बजे तक एवं निविदा खुलने की तिथि 05-Jun-26 समय 16:00 PM बजे नियत है।

ह०/— अधीक्षण अभियन्ता
विद्युत वितरण मण्डल, गोला-खीरी

"राष्ट्र हित में बिजली बचायें"

Check List

Short Term E-Tender No. : **22/EDCG /2026-27**
 Due date uploading : **05-Jun-26 12:00 PM**
 Due date of opening : **05-Jun-26 16:00 PM**

SI No	Description		Uploaded or Not
1	Tender Cost Rs. 1180.00 (Rs 1000.00 + 18%GST) Deposited in desired Bank Account and its Transaction details.		
2	Earnest Money Rs. 8700.00 Deposited in desired Bank Account and its Transaction details.		
3	'A' Class Electricity Safety License.		
4	Net Worth Certificate.		
5	Solvency Certificate.		
6	Character Certificate		
7	I.T.R. for Financial Year(s) Best Three years out of the last Five Financial years	2020-21	
		2021-22	
		2022-23	
		2023-24	
		2024-25	
8	G.S.T. registration certificate.		
9	Turn over Certificate and Balance sheet(s) Best Three years out of the last Five Financial years.	2020-21	
		2021-22	
		2022-23	
		2023-24	
		2024-25	
10 (i)	<u>Experience:</u> Agreement(s) amounting to Rs..... Lakh		
10 (ii)	Performance certificates issued by E.E or Competent Authority.		
11	Undertaking regarding Non-Blacklisting/De-barring.		

E-TENDER FORM

**(To be filled & submitted by the Tenderer in Tender Bid Part-I)
Short Term E-Tender Specification. No. 22/EDCG/2026-27**

From:

**To: The Superintending Engineer,
Electricity Distribution Circle
Madhyanchal Vidyut Vitran Nigam Limited,
Hydel Colony Near Block Office Lakhimpur Road
Gola, Kheri.**

SUB :- विद्युत् वितरण खंड पलिया के अंतर्गत बिजनेस प्लान 2026–27 योजना के अंतर्गत (04 नग)
नये परिवर्तको की स्थापना का कार्य

Sir,

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

1. As sum of Rs.....as Earnest money deposited Bank Receipt/Transaction ID.....through NEFT/RTGS in the Bank **A/C No. 105105002544**, IFSC code ICIC0001051, MICR code-----, **Branch Code 001051** in the name of **Superintending Engineer, Electricity Distribution Circle, Gola Kheri** Full value of this shall be retained by UPPCL against the security Deposit Specified in the clause of the said conditions of contract.
2. I/We agree with clauses to bind myself/ourself that in the event the supply/work being awarded to me and if I/We us /fail to execute the same my/our earnest money will stand forfeited.
3. I/We agree to abide by this Tender for a period of..... days for finalization and further for a period ofdays for execution of supply/work in accordance with the conditions of contract.
4. I/We have been and full understood the work being tendered I/We have previous experience of doing similar work. Details of the same are enclosed in proof of my/our statement.
5. I/We also agree to execute the supply within.....days from the date of contract is awarded to me/us or am/ are authorized by you in writing for taking –up the same formal execution of contract.
6. In case of any dispute I/We agree to abide by the decision of the Chief Engineer, Distribution, LKO. Zone, MVVNL, Lucknow which shall be final and binding on me/us.

Yours faithfully,

Date:

Place:

Signature of the Tenderer with Seal

TENDER PROFORM A

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

IMPORTANT INSTRUCTIONS TO THE TENDERERS

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

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

Sl. No	Particulars	
1	Tender Specification No.	
2	Whether tenderer is Contractor or Petty Contractor with power of attorney of agents of manufacturer (authentic proof regarding agents of manufacturer to be enclosed)	
3	Type of Firm (i.e. Proprietary firm, Partnership firm, Pvt. Ltd. Firm, Public Ltd. Firm etc.)	
4(i)	Name & Address of the tenderer.	
4(ii)	Email Id of tenderer.	
4(iii)	WhatsApp number of tenderer.	
4(iv)	Mobile no. of tenderer.	
5	Name & detailed address of tenderer/ proprietor / partners / Directors be given.	
6	Name & Detailed address of your Authorized representative against this order / agreement	
7	Give two references who can certify your financial status & capability to undertake such supply order one of the reference should be scheduled Bank of India.	1. 2.
8	PAN No.	
9	GST No.	
10	Turn Over in Last Three years? Best Three years out of the last Five Financial years	2020-21
		2021-22
		2022-23
		2023-24
		2024-25
11 (i)	Banker's Name & Address	
(ii)	Account No.	
12	'A' class Electricity Safety License No.	
13	Tender Cost	Amount (Rs.)
		RTGS/NEFT Details

14	Earnest money	Amount (Rs.)	
		RTGS/NEFT Details	
15	Quantity offered (Minimum quantity offered should be fifty percent.)		
16	Do you agree to all conditions of Form - A/B tender specification & if not, state the modifications clearly in the schedule enclosed which you would desire in Form A/B other terms & conditions (It may please be noted the it shall be entirely at the discretion of the competent authority to accept or reject the modifications proposed.)		
17	Pl. state clearly (answer Yes / No.), if you would agree to undertake the works in case the modifications as suggested under Sl. No. 8 is not Acceptable to the corporation without imposing any further condition / conditions from the site.		
18	Do you confirm that are no typographical errors/ Omissions in your tender & all other documents, forming part of the tender? (answer Yes / No)		
19	Validity period of Tender.		
20	Completion / delivery period.		
21	Do you agree to the completion period being reckoned from the date of receipt of letter of acceptance by you ?		
22	Do you agree to furnish security deposit, if order is placed with you (Answer Yes / No) ?		
23	Whether all the scheduled & documents required have been submitted or not ? (Check as per list)		

TECHNICAL SPECIFICATION AND PRICES

24	Is the work/item offered according to the specifications of the tendering authority?	
25	Pl. indicate clearly if the quoted prices are Firm & Firm in all respect throughout the currency of the contract / agreement.	
26	If the quoted rate are inclusive of any taxes / duties / other charges, give details of such taxes / duties / other charges, included & at the rate(s)	
27	Pl state, if you would claim any other charges over & above the prices as extra, which are not covered above. If Yes, Pl. state each separately indicates the amount in Rs. Against each per unit basis.	
28	Do you offer any discount and if so, then what is the rebate / discount in Rs. Per unit?	

Date:

Signature of the Tenderer with Co. seal.

Place :

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

DEVIATIONS FROM TERMS AND CONDITIONS OF SHORT TERM E-TENDER DOCUMENT/ FORM "A" & OTHER TERMS & CONDITIONS OF UPPCL/MVVNL AGAINST SHORT TERM E-TENDER NO. **22/EDCG/2026-27** OPENING ON.05-Jun-26 **AT 16:00 PM HRS.**

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

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

Signature of contractor with seal

Date

Place:

Address:

Short Term E-Tender No.22/EDCG /2026-27
GENERAL INSTRUCTIONS TO TENDERERS

1.00 GENERAL INSTRUCTIONS:

Superintending Engineer, Electricity Distribution Circle, Gola invites E-tender in two parts from experienced, reputed and financially competent contractors to carry out under mentioned work/Supply.

Work Details: विद्युत् वितरण खंड पलिया के अंतर्गत बिजनेस प्लान 2026-27 योजना के अंतर्गत (04 नग) नये परिवर्तको की स्थापना का कार्य

- 1.01 1st part of e-tender shall contain details and copies of receipts of tender cost and earnest money deposited via R.T.G.S. or N.E.F.T., commercial & technical document etc. and part-II shall contain ONLY PRICE BID. Part-II of only those tenderers shall be opened, who qualify pre requisite qualifications requisite (PQRs). Tender cost & Earnest Money shall be deposited by **R.T.G.S./N.E.F.T. in the Bank account of Superintending Engineer, Electricity Distribution Circle, Gola Bank A/C No. 105105002544, IFSC code ICIC0001051, MICR code---, Branch Code 001051 in the name of Superintending Engineer, Electricity Distribution Circle, Gola Kheri(U.P.)**. Proof of Bank deposits i.e. UTR, copy of pay.in. slip, copy of confirmation email of issued bank etc shall be uploaded in Part-I along with other documents

1.02 Joint Venture is not allowed.

- 1.03 All information regarding these tenders can see on UP Govt. E-Tender portal www.etender.up.nic.in.

- 1.03 All other information regarding tenders such as date extension, Republication, corrigendum, correction and cancellation etc shall be uploaded on www.etender.up.nic.in Under signed reserves the right to reject any or all tenders and to issue corrigendum without assigning any reason. Under signed also reserves the right to split the work/supply between participating firms.

- 1.04 Tender bidding shall be done through e-tender only. No hard copies to be submitted.
If required, tenderer may be asked to furnish original/attested copy of any document for verification. Letter to this effect shall be issued as and when required. Tenderer (i.e. proprietary firm, Partnership firm, Pvt. Ltd. Firm, Public Ltd. Firm etc.) are requested to go through the instructions carefully & furnish complete information along with their tender bid offer, failing which their tender may not be considered at all. Tender shall be uploaded on e-tender portal www.etender.up.nic.in:

2.0 Pre Qualification Requisites (PQR)

Tender Bid Part-I:

- (A) Tenderer shall upload following PQR documents on e-tender portal www.etender.up.nic.in using his digital signature.
- (i) Copy of RTGS/NEFT Receipt of **Rs 1180.00 (Rs 1000.00 + 18%GST)** as cost of tender document.
- (ii) Copy of RTGS/NEFT Receipt of **Rs. 8700.00** as Earnest Money.
- (iii) Scanned Copy of valid **GST Registration certificate**
- (iv) Scanned Copy of **Income Tax Return/Clearance Certificate for Best Three years out of the last Five Financial years.**
- (v) The Minimum Average Annual Turnover (MAAT) for the Best Three years out of the last five Financial years (i.e. 2020-21, 2021-22, 2022-23, 2023-24, 2024-25) MAAT should not be less than **Rs. 08.70 LAKH**. Balance sheets should be uploaded for Best Three years out of the last four Financial years (i.e. 2020-21, 2021-22, 2022-23, 2023-24, 2024-25)
- (vi) **Net worth** of the Bidder should be positive. Net worth means the total sum of the paid up capital and free reserves (excluding reserves created out of revaluation) reduced by aggregate value of accumulated losses (including debit balance in profit and loss account for current year) and intangible assets. A certificate to this effects should be uploaded.
- (vii) **Solvency:** -The Bidder should have a minimum solvency of **Rs. 02.175 Lakh** or credit facility for the same from Nationalized/scheduled bank, and a certificate to this effects from Bank should be uploaded.
- (viii) The Bidder should upload a valid character certificate issued by District Magistrate and this should remain valid during currency of contract.
- (ix) The bidder should not be blacklisted/restricted from any government/semi-government/PSU/local body, etc., in trade at the time of bid opening. They will have to submit a declaration (current affidavit) in this regard along with the bid.
- (x) The bidder should have a valid **'A' class Electricity Safety License** and should be uploaded.
- (xi) Should have successfully erected and commissioned **similar or higher rating work (last 5 years)** in a **single order**, having minimum order value of 60% of the estimated cost of the present tender specification, or Should have successfully erected and commissioned similar or higher rating work in minimum **two order**, having minimum order value of 40% each of the estimated cost of the present tender specification or Should have successfully erected and commissioned similar or higher rating work in minimum **three order**, having minimum order value of 30% each of the estimated cost of the present tender specification. **(as per order 1632/ dt 31-07-24).**

- (xi) All Experiences of above defined works shall be of Central Govt., State Govt. or any central/state undertaking only.
- (xii) Copies of agreement(s) for works mentioned in (xi) should be uploaded.
- (xiii) Copies of Performance certificate(s) issued by Executive Engineer or other competent authorities for successful completion of the works against orders mentioned in (xi) should be uploaded.
- (xiv) निविदा प्रपत्र अपूर्ण (बिना हस्ताक्षर के अपलोड) पाये जाने की स्थिति में फर्म की प्रतिभागिता मान्य नहीं होगी।
- (xv) किसी भी प्रतिभागी फर्म द्वारा मध्यांचल विद्युत् वितरण निगम लि० के अंतर्गत आने वाले मंडलों में बिजनेस प्लान से सम्बन्धित कार्य फर्म के कारण से लम्बित है और विभाग द्वारा फर्म के विरुद्ध नोटिस दिए जाने के उपरान्त भी उस कार्य को पूर्ण नहीं किया गया है तो ऐसे प्रतिभागी फर्म की निविदा को निरस्त करने का अधिकार अधीक्षण अभियंता विद्युत् वितरण मंडल गोला के पास सुरक्षित होगा।

3.0 Tender Bid Part- II : It shall contain Price Bid only and shall be uploaded on www.etender.up.nic.in

- 3.01 **Important Note:** Tender Bid Part-II of only those firms shall be opened which comply by up loading of desired documents of Part-I and qualify PQR in e-tender of the Bid. i.e. part-II of those firms which fail to submit the above records (i) to (xiii) shall not be considered and hence shall not be opened.
- 3.02 In case of any inconsistency with the provisions of Form 'A' & 'B', the provisions under special conditions of the tender will prevail.
- 3.03 Tenderers are requested to submit the price schedule (BOQ uploaded on e-tender website) as required and should strictly follow the instructions to facilitate the tendering authority to prepare Comparative Statements.
- 3.04 Any portion of "Terms & Conditions" as laid down in the condition of the contract, Form 'A' & 'B' enclosed along with nature of work and other details of tender etc. which are not clear to the tenderer, should be got clarified before submission of the tender. Tenderers are requested to adhere to all clauses of the contract Form 'A' & 'B' to facilitate finalization of the contract. In case, they are unable to do so, should state the particular clause of the conditions which may not be acceptable to them & should support alternative for consideration.
- 3.05 The tendering authority does not suggest /pledge to accept the lowest rate of any tender & reserves to himself the right of rejecting the whole or any portion of the tender as he may think fit without assigning any reason for non-acceptance or selection.
- 3.06 Tendering authority reserves the right to revise or amend the tender. Such revision & amendment, if any, will be communicated to all tenderers as amendment or addenda to this invitation of the tender.
- 3.07 Any action on the part of the tenderer to revise the price/prices and/or the change the structure of price/prices at his own instance after opening of tenders may result in rejection of tender & also debarring him from submission of the tenders to the MVVNL/Corporation at least for one year.
- 3.08 Any approach etc. officially or otherwise on the part of the Tenderer or his representative shall tentative amount to his offer liable to be summarily rejected.
- 3.09 Cost of tender document is **Rs. 1180.00 (Rs 1000.00 + 18%GST) /- which shall be deposited in the current bank A/C No. 105105002544, IFSC code ICIC0001051, MICR code---, Branch Code 001051 in the name of Superintending Engineer, Electricity Distribution Circle, Gola Kheri Earnest Money of Rs. 8700.00/- which shall be deposited in the current bank A/C No. 105105002544, IFSC code ICIC0001051, MICR code-----, Branch Code 001051 in the name of Superintending Engineer, Electricity Distribution Circle, Gola Kheri**
- 3.10 Copies of Bank receipt (RTGS/NEFT) for document cost and earnest money should be uploaded in Part-I of tender.
- 3.11 The price of tender specification will not be refunded under any circumstance whatsoever.
- 3.12 In case of ambiguous or self-contradictory terms/conditions mentioned in the tender specification, interpretations as advantageous to the MVVNL/Corporation shall be taken without any reference to accept the deviations or not.
- 3.13 Any overwriting /omitting/erasing etc. in the tender should be duly signed & stamped.
- 3.14 In no case payment will be made by the Letter of Credit.
- 3.15 The Earnest Money deposited by the tendered will be refunded after finalization of tender, in the event of his/his tender being rejected/not accepted. In the event of tender being accepted, the Earnest Money shall be retained by the tendering authority and adjusted against the security deposit specified under and shall be released only on satisfactory completion of work.
- 3.16 Only tender of those Tenderers shall be considered who have sufficient experience for execution of similar type of work during past & have necessary resources & organization to undertake the work tendered for to the satisfaction of the tendering authority.
- 3.17 All material T & P, labour required for the work will be arranged by the contractor at his own cost.
- 3.18 The L-1 bidder must commence work within 05 days from the date of the LOI sent by the Circle office Gola, otherwise, as per departmental rules, the right to invite L-2 for the tender or to cancel the tender will be reserved according to the regulations.
- 4.00 **VARIATION:** The tendered quantity of work may vary (±) 10% but overall value of tenderer will not vary.
- 5.00 **VALIDITY OF OFFER:** Tenderers shall ensure that their rates are firm & firm for **03 MONTH** from the date of opening of the tender & are not subject to variation on any account. Conditional quoted rates are not allowed in any manners which is liable to rejection.
- 6.00 **COMPLETION PERIOD:** Period for the execution of work is approx. **03 MONTH** from the date of LOI/Agreement/Order or till exhaust of tender value.

7.00 CONTRACT PERFORMANCE GUARANTEE:

The Contract Performance Guarantee shall be **deposited 10% of the contract value of the tender** specification in form of **RTGS/NEFT/BG / FD** of Nationalized Banks to Superintending Engineer, E.D.C. Gola. The qualifying bidder has to submit the 10% CPG within a week of opening of part II of the tender.

7.01 Copy of valid current income tax clearance certificate/Return be also submitted.

7.02 Any other information, which may be considered. Necessary by the Tenders but not Covered in the specification may be intimated in LOI.

8.00 PRICES:

8.01 The Tenderers must quote their prices(item wise) in the Price Schedule(BOQ)uploaded on e-tender website.

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

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

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

9.00 SCHEDULE OF DEVIATION FROM GENERAL CONDITIONS OF FORM 'A' & 'B' & SPECIAL CONDITIONS:

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

10.00 PAYMENT:

Bill's Payment will be made subject through E.R.P.(i.e. C.P.C. cell of M.V.V.N.L.)

11.00 DISPUTE:

For any dispute arising out of this tender in between the tendering authority and the contractor. The Chief(D). M.V.V.N.L. Sitapur will decide the dispute and his decision will be final & binding on both the parties.

12.00 PENALTY:

Penalty for delay in completion of works shall be levied @ ½% per week subject to maximum of 10% value of in-completed portion of work.

13.00 TERMINATION OF AGREEMENT:

The Engineer of the contract can terminate the agreement at any time by giving one months' notice in the event of unsatisfactory performance of the contractor. This is however without prejudice to the offer and terms and conditions of the agreement.

Bill of Quantity/Price schedule
Short Term E-Tender No.22/EDCG/2026-27

Description of Work:-विद्युत् वितरण खंड पलिया के अंतर्गत बिजनेस प्लान 2026-27 योजना के अंतर्गत (04 नग) नये परिवर्तको की स्थापना का कार्य

SR NO	WORKS DESCRIPTION	QTY	UNIT
1	CARRIAGE OF CENTRALISE MATERIAL FROM STORE TO VARIOUS SITE		
2	AL CABLE 1*400 SQ MM	240	MTR
3	AB CABLE (3X120+1X70+1X16) SQMM	0.785	KMTR
4	ACSR WEASAL CONDUCTOR	0	MTR
5	11 KV PIN INSULATOR	3	NO
6	11KV DISC INSULATOR	0	NO
7	11KV DISC FITTING	0	NO
8	11 KV TPMO	0	NO
9	11 KV D.O. FUSE SET	0	NO.
10	DROPPER CHANNEL	1	No.
11	LT PVC CABLE 4X25	37	MTR
12	LT DISTRIBUTION BOX-3 PHASE	30	NO
13	LT DISTRIBUTION BOX CLAMP	30	NO
14	PCC POLE 11 MTR	5	NO
15	EARTH ROD	2	NO
16	GI WIRE 8 SWG	5	KG
17	S/S BASE ANGEL	2	NO
	T-OFF CHANNEL	0	NO
18	TOP CHANNEL	4	NO
11	PROVIDING AND FIXING OF DECENTRALISED MATERIAL ALUMINIUM LUG 400 SQMM	48	NO
12	PROVIDING AND FIXING OF DECENTRALISED DEAD SUSPENSION CLAMP WITH I HOOK	30	NO
13	PROVIDING AND FIXING OF DECENTRALISED DEAD END CLAMP WITH EYE HOOK	28	NO
15	PROVIDING AND FIXING OF DECENTRALISED PIERCING CONNECTOR	120	NO
16	PROVIDING AND FIXING OF DECENTRALISED HOLDING CLAMP WITH NUT	74	NO
17	MAKING OF PLINTH OF SIZE 2X2X1.5 M3 (ALL THE RELATED MATERIAL LIKE SAND,BRICKS,CEMENT AND REQUIRED ACCESOORIES PROVIDED BY THE CONTRACTOR)	3	NO
18	LOADING UNLOADING SAFE CARRIGING INSTALLATION & DISMANTALING OF NEW DT 250 KVA	3	NO
18	LOADING UNLOADING SAFE CARRIGING INSTALLATION & DISMANTALING OF NEW DT 100 KVA	1	NO
19	WELL TYPE EARTHING WITH G.I. STRIP 50x6 MM UPTO WATER LEVEL	6	NO
20	PROVIDE AND FIXING OF TELLESS UNIT 500 AMPS 650 VOLT WITH COMPLETE ENCLOSED STRUCTURE WITH SUPPORTING MATERIALS	6	NO
21	MAKING OF FRP Fencing Up to 14RMT Leaving Space for Tail Less Inside Fencing (ALL THE RELATED MATERIAL AND REQUIRED ACCESOORIES PROVIDED BY THE CONTRACTOR)	3	NO

22	ERECTION OF POLES AND FIXING OF PIN INSULATOR AND ACSR WEASEL CONDUCTOR JUMPER TO 250 KVA AND 100 KVA TF AND CONNECTING 1X400 SQ MM LEAD TF TO TELLESS THAN LINE	1	JOB
23	STRINGING OF AB CABLE 3X120+1X70+1X16 SQ MM	0.785	KMTR
24	FIXING OF LT DISTRIBUTION BOX-3 PHASE AND MAKE CONNECTION TO NEAR BY SERVICE CABLE	30	NO

Date:

Signature & Seal of the Firm

SCOPE OF WORK:

It is proposed to विद्युत् वितरण खंड पलिया के अंतर्गत बिजनेस प्लान 2026–27 योजना के अंतर्गत (04 नग) नये परिवर्तको की स्थापना का कार्य”

CONDITIONS FOR EXECUTION WORKS AND CONTRACTOR'S RESPONSIBILITY AGAINST

TENDER NO. 22/EDCG/2026-27

TERMS & CONDITIONS

- 1- Tendered quantity in agreement may approx. vary $\pm 10\%$ either side as per site conditions/as Per deptt.
- 2- After completion of work, **Executive Engineer E.D.D. PALIA, Kheri** will ensure that "As executed" estimate has been prepared & got sanctioned from the Competent authority.
- 3- **PRICES:** The above prices are "FIRM & FIRM" in all respect throughout the currency of the contract/ agreement but exclusive of Government Taxes/ duties and the same will be paid extra on submission of proof of its payment. No variation in the rates will be allowed at any cost.
- 4- **PAYMENT:** Payment shall be processed after timely submission of Running/Final bills by firm. All the bill for payment shall be put up to C.P.C., M.V.V.N.L. through ERP System by concerning E.E./D.D.O. of the concerned Unit. Firm shall provide the photo/document proof of the work before and after the work done at the time of submission of bills for payment
- 5- **GST/Other taxes shall be paid extra as per applicable rules.**
- 6- **COMPLETION PERIOD:** The work will be completed within **03 MONTH** from the date of start of work which will be decided by the Execution authority & will counted from the last receipt of Store material and site clearance from the concerned department of U.P./ Central Government.
- 7- **PENALTY:** Penalty for delay in completion of works shall be levied @ $\frac{1}{2}\%$ per weeks subject to maximum of 10% value of in-completed portion of work.
- 8- Any damage or loss of, public property/ Board's material shall have to be borne by the contractor.
- 9- **ARBITRATION/SETTLEMENT OF DISPUTE:** In case of any dispute arises in between the contractor and the engineer of contract, the decision of Chief. M.V.V.N.L. Sitapur, will be final and binding on both the parties.
- 10- **TERMINATION OF AGREEMENT:** The Engineer of the contract can terminate the agreement at any time by giving one months' notice in the event of unsatisfactory performance of the contractor. This is however without prejudice to the offer and terms and conditions of the agreement.

Superintending Engineer

FORM OF GUARANTEE BOND FOR 10% CONTRACT PERFORMANCE GUARANTEE

- 1- In consideration of the **S.E. E.D.C.-Gola**, Madhyanchal Vidut Vitran Nigam Ltd. (here in after called "the MVVNL") having agreed to exempt (here in after, called "The Contractor's") from the demand, Under the terms and conditions of Agreement date.....made between.....and for (here in after called "the said agreement" of (s) of security deposit for the due fulfillment by the said contractor(s) of the terms and conditions contained in the said agreement, on production of bank guarantee for Rs..... (Rupeesonly) we bank Ltd.(here in after referred to as "the Bank") do hereby undertake to pay the MVVNL an amount not exceeding Rs. against any loss or damage caused to or suffered or would be caused to or suffered by the MVVNL by reason of any breach by said contractor (s) of the terms and conditions contained in the said agreement.
- 2- We Bank Ltd. do hereby undertake to pay the amounts due and payable under this guarantee without any demur merely on demand from the MVVNL stating that the amount claimed is due by way of loss or damage cause to or would be caused to or suffered by the MVVNL by reason of any breach by the said contractor's(s) failure to perform the said Agreement. Any such demand made on bank shall be conclusive as regards the amount due and payable by the Bank under the guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding of Rs.....
- 3- We Bank Ltd. further agree that the guarantee herein contained shall remain in full force and effected during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the MVVNL under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till the MVVNL or their only authorized officer certified that the terms and conditions of the said Agreement have been fully and properly carried out by the said contractor (s) and accordingly discharges the guarantee.
- 4- We Bank Ltd. Further agree with the MVVNL that the MVVNL shall have the fullest liberty without affecting in any manner of obligations hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said contractor (s) from time to time or to postpone for any time from time to time any of the powers exercisable by the MVVNL against the said contractor (s) and to for bearer or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension or extension (s) being granted to the said contractor or for any forbearance, act or omission on the part of the MVVNL or any indulgence by the MVVNL to the said contractor (s) or by any such matter or thing whatsoever which under the Law relating to sureties would but for this provision have effect of so relieving us.
- 5- We Bank Ltd. Lastly undertaken to revoke this guarantee during its currency except with the previous consent of the MVVNL in writing.
- 6- Not with standing anything contained above, the liability of the guarantee hereunder is restricted to the said sum of Rs..... and this guarantee shall expire on the day and this guarantee shall expire on the day Of 20 Unless acclaim under the guarantee is filled with the guarantor within six months of such date. All claims shall lapse and the guarantor shall be discharged from the guarantee.
- 7- We (Name of Bank) lastly undertake to pay to the MVVNL any Money so demanded not withstanding any dispute or disputes raised by the contractor(s) / supplier(s) in any suit or proceeding pending before any court or Tribunal relating arbitration thereto or liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the contractor(s) / supplier(s) shall have no claim against us for making such payment.

Date day of 20 For Bank Ltd.

(To be executed on notarized Rs 10/- Non-Judicial stamp paper)

Set out below is the form of the declaration to be provided by the Bidder

I, *(name of the authorized representative)* of *(address)* hereby states that:

I am currently a *(designation)* of.

I confirm that we have not been blacklisted by any agency or any dept. of Govt. of _____ (including State Public Sector Undertakings of), its successor companies in the last three years for any duration.

I confirm that in case of false declaration, I shall be disqualified from the tender process.

I confirm that I have made enquiries of all appropriate persons and taken other steps as appropriate so as to obtain the knowledge and information as required to make this declaration.

AND I MAKE this solemn declaration conscientiously believing the same to be true. MADE AND DECLARED at this day of _____.

(Name and Designation) (Agency Seal)

धरोहर धनराशि अवमुक्त करने हेतु निर्धारित प्रारूप

S.No.	Details	Remarks
1	Tender No.	
2	Name of Firm	
3	SAP Vendor Code	
4	Bank Name with Address	
5	IFSC Code	
6	Account No.	
7	Earnest Money (In Rs.)	
8	Earnest Money UTR No.	
9	Earnest Money Date	

नोटः—धरोहर धनराशि अवमुक्त करने हेतु उपरोक्त निर्धारित प्रारूप साफ—सुथरा व पठनीय अवश्य भरे। निर्धारित प्रारूप साफ—सुथरा व पठनीय तथा आधा—अधूरा भरा होने की दशा में धरोहर धनराशि अवमुक्त किया जाना सम्भव नहीं होगा, जिसके लिए आप स्वयं जिम्मेदार होंगे।

Signed by

**State title whether Proprietor/Partner
(With complete address & Seal)**

FORM- 'A'
GENERAL CONDITIONS FOR THE SUPPLY OF PLANT AND
THE EXECUTION OF WORKS IN CONNECTION WITH SCHEMES
IN MADHYANCHAL VIDYUT NIGAM LTD.

Definition
of Terms

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

“The Purchaser” or the corporation shall mean the M.V.V.N.L. and shall include his successors and assigns.

The “Contractor” shall mean the Tenderer whose tender shall be accepted by the purchaser and shall include such Tenderer’s heirs, legal representative’s successors and assigns.

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

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

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

The “Contract” shall mean and include the general conditions, specifications, schedules, drawing, forms or tender covering letter, Schedule of prices, General Conditions, Specifications and Drawings, and the Agreement to be entered into under clause 3 of these General Conditions.

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

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

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

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

“Month” shall mean calendar month.

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

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

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

Contractor to inform
himself fully

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

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

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

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

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

Contract Drawing

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

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

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

These drawings when signed shall become the property of the purchaser and be deposited with the engineer, and shall not be departed from in any way what so ever except by the written permission of the engineer as herein after provided. During the

execution of the works one of the set of drawings shall be available for reference on the site.

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

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

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

Mistake in Drawing

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

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

Subletting of Contract

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

Patent rights

7. In the event of any claim or demand being made or actions being brought against the purchaser or infringement or alleged infringement or letters-patent in respect of any machine plant, work or thing used or supplied by the contractor under this contract in respect of any method of using or working by the purchaser or such machine plant work or thing the contractor will indemnify the purchaser against such claim or demand and all costs and expenses arising from or incurred by reasons of such claims or demand

Provide that the purchaser shall notify that contractor immediately any claim is made and that the contractor shall be at liberty if he so desires with the assistance of the purchaser if required but at the contractor's own expenses, to conduct all negotiations for the settlement of the same or any litigation that may arise there from and PROVIDED THAT no such machine, plant, work or thing shall be used by purchaser for any purpose or in any manner other than that for which they have been supplied by the contractor and specified under this contract.

Training of Engineers

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

Quality of Material

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

Packing

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

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

**Fencing and
lighting for
works and
transmission lines**

11. Except as hereinafter provide that purchaser shall unless otherwise specified be responsible for the proper fencing, guarding, lighting and watching of all works other than transmission lines comprised in the contract and other for the proper provision of temporary roadways, footways, guards and fences as for the same may be rendered necessary by reason of the work for the accommodation and production of foot-passenger or other traffic and of the owners and occupiers of adjacent and of the public. The Contractor shall at all time provide sufficient fencing, notice boards, lights and watchman to protect and warn the public and guard the work or transmission lines and in case the contractor fail to make such provision made by him is considered by the purchaser to be inadequate, the purchaser may make such provisions as he may consider necessary and charge the cost that of the contractor.

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

**Power of vary or
omit work**

12. No alterations, amendments, omission, additions, suspensions or variations of the work (hereinafter referred to as "Variation") under the contract as shown by the drawings of the specification shall be made by the contractor except as directed in writing by the engineer, but the engineer shall have the full power, subject to the provision hereinafter contained, from time to time during the execution of the contract by notice in writing to instruct contractor to make such variation without prejudice to contract, and the contractor shall carry out the such instruction and be bound by the same condition as for as applicable, as through the said variation occurred in the specification. If any suggested variations would in the opinion of the contractor, if carried out prevent him from fulfilling any of his obligations or guarantees under the contract he

shall notify the engineer thereof in writing and the engineer shall decide forth with whether or not the same shall be carried out and if the engineer confirms his instructions the contractor's obligations and guarantees shall be modified to such an extent as may be justified. the difference of cost, if any occasioned by any such variation shall be added or deducted from contract price as the case may require. the amount of such rates specified in the schedule of prices, so far as the, same may be applicable and where the rates are not contained in the said schedules or are not applicable they shall be settled by the contractor or engineer, jointly, as far as possible, before such variations are carried out. provide that the purchaser shall not become liable for the payment of any charge in respect of any such variations, unless the instruction for the performance of the same shall have been given in writing by the engineer.

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

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

In every case in which the contractor shall receive instructions from the engineer carrying out any work which either then or later will in the opinion of the contractor, involve a claim of addition payment, the contractor shall, as soon as reasonably possible

after the receipt of such instructions inform the engineer of such claim for additional payment.

Negligence

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

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

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

Death Bankruptcy etc

14. If the Contractor shall die or commit any act of bankruptcy, or being a corporation commence to be wound up except for reconstruction purposes or carry on its business under a receiver, the executors, successors or other representatives in law of estate of

the contractor or any such receiver, liquidator, or any person in whom, the contract may become vested shall forthwith give notice thereof in writing to the purchaser and shall for one month which he shall take all reasonable step to prevent a stoppage of the work have the option of carrying out the contract subject to his or their providing such guarantees may be required by the purchaser but not exceeding the value of the work for the time being remaining unexecuted in the event of stoppage of the work period of the option under this clause shall be fourteen days only provided that should the above option not be exercised the contractor may be determined by the purchaser by notice in writing to the contractor and the purchaser may exercise the same power which he could have under the proceeding clause if the work had been taken out of the contractor's hand under that clause.

Inspection

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

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

Test on Contractor's premises

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

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

Test on Site

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

When the tests have been satisfactorily completed at all the contractor's works the engineer shall issue a certificate to the effect.

Delivery of plant

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

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

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

17. The suitable access to and possession of the site shall be offered to the contractor by the purchaser in reasonable time and the purchaser shall have any foundation to be provided by him

**Only Applicable to complete erection
contract**

ready when required by the Contractor. where crane is available for free use of the contractor until the plant is taken over.

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

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

**Engineer's
Supervision**

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

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

**Engineer's
Decision**

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

**Contractor's
Representative and
workmen**

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

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

**Liability for accidents
and damage**

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

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

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

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

Provided that the contractor shall not be liable for any loss of contract or any other claim made against the purchaser not already provided for in the contract, not for any injury or damage cause by or arising from the acts of the purchaser or of any other person or due to circumstances over which the contractor has no control or shall his total liability for loss, damage or injury in this clause exceed the total value of contract.

**Only
Applicable
To Complete
Erection Contract**

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

Insurance

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

**Replacement of
Defective Works or
Materials**

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

**Deduction
from
Contract Price**

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

24. All costs, damages or expenses which the purchaser may have paid, for which under the contract the contractor is liable may be deducted by the purchaser from any money due or which may become due to the contractor under the contract, or may be recovered by suit or otherwise from the contractor.

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

25.(1) Subject to any deduction which the purchaser may be authorized to make under the contract, to any additions of deduction provided for, under clause 12 the contractor shall be entitled to payment as follows.

(a) eighty percent of the for contract value of the plant in rupee on receipt by the purchaser of the contractor's invoice giving the number and date of railway receipt covering the dispatch of the plant from Indian port and of the advice note giving case number and contents together with a certificate by the effect that the plant detail in the

said advice note has actually been dispatched under the said railway and the contract value of the said plant so dispatched is not less than the amount entered invoice.

(b) Ten percent of the F.O.R. contract value of the plant on satisfactory completion of test and taking over the plant.

(c) Ten percent of the F.O.R. contract value of the plant at the end of twelve months from the date of taking over.

(d) For the erection of the plant in proportion of the progress of the work on the receipt by the purchaser of monthly invoice submitted by the contractor supported by the certification of the engineer.

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

Provisional Sums

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

25. (A) In the event of the supplier contractor/company/ not being able to supply tile materials or to carry out works in accordance with the term of this contract the government/ purchaser/ owner shall have the right to recover any sums advanced in accordance with the clause 25 from the supplier/contractor/company and from his/her assets.

26. In any case where the Contractor price includes a provisional sum Sums to be provided by the Contractor for meeting the expense of extra work to be done or material to be supplied by a Sub Contractor, such sum shall be expended or used either wholly or in part or be not used at the discretion of the Engineer and entirely as he may decide and direct. If no part or only a part thereof be used then the whole or the part not used as the clause may be, shall be deduction from the Contractor price. If the sum used is more than such provision, the Contractor shall pay the excess. In the case of materials supplied on work done by a Sub Contractor, the total of the net sums paid to the Subcontractors

on account of such materials or work and a sum equal to 10 percent of such net sum allowed as Contractor's profit shall be deemed to be the sum used Note of the works or articles to which such sum of money refer shall be done or purchased without the written order of the Engineer. The Contractor shall allow the Sub Contractor every facility for the supply of fourteen days after the Engineer has requested him in writing so to do pay the dues of such Sub-Contractors on account of such materials or work, PROVIDED ALWAYS that the Contractor shall have no responsibility with regard to such work or articles unless he shall have previously approved the Sub Contractor and/ or the material or plant to be supplied.

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

**Due Date of
Payment**

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

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

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

**Suspension of
Works**

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

(2) No certificate of the Engineer shall create liability in the Purchaser to pay for alteration, amendments, variations or additions work not ordered in writing by the Engineer or absolve the Contractor of his liability for the payment of damages whether due ascertained or certified or not of any sum against the payment of which he is bound of to indemnify the Purchaser nor shall any such certificate not the acceptance by him of any sum paid on account or otherwise affect or prejudice the rights of the Contractor against the Purchaser under this Agreements or under the law.

**Damage for Delay
in**

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

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

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

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

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

**Rejection of Defective
plant/taking over**

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

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

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

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

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

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

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

Maintenance

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

36. For a period of 12(twelve) calendar months commencing from the date on which the plant is taken, over is deemed to have been taken over under clause 25(called the maintenance period") the Contractor shall remain liable to replace any defective parts that may develop in Plant of his own manufacture or those of his Sub-Contractor approved in the clause 6 under the conditions provided for by the Contract under proper use and arising solely from faulty design, materials or workmanship provided always that such defective parts are not repairable at site and are not essential in the meantime to the maintenance in commercial use in the plant are promptly returned to the

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

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

Arbitration

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

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

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

**Court of Competent
Jurisdiction**

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

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

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

