



कार्यालय अधीक्षण अभियन्ता  
विद्युत वितरण मण्डल  
मध्योच्चल विद्युत वितरण निगम लि०  
सुदामापुरी, सीतापुर

Phone & Fax : (05862)-244205  
E-mail ID : se.sitapur@mvvnl.org

मध्यांचल विद्युत वितरण निगम लि०, अधीक्षण अभियन्ता, विद्युत वितरण मण्डल, सीतापुर	
ई-निविदा सूचना	वि०आ०सं० 1269 दिनांक 08.05.2026
निविदा एवं कार्य का संक्षिप्त विवरण	
1- 23/विदिमंसी/2026-27 विद्युत वितरण खण्ड-बिसवाँ, सीतापुर के कार्यक्षेत्र में दैविय आपदा/अन्य विभिन्न कारणों से क्षतिग्रस्त होने वाली लाइनों एवं पोलों की मरम्मत का कार्य। प्रपत्र शुल्क रु० 1180.00 मात्र, धरोहर धनराशि रु० 10,000.00 मात्र।	
2- 24/विदिमंसी/2026-27, विद्युत वितरण खण्ड, सीतापुर के कार्यक्षेत्र में दैविय आपदा/अन्य विभिन्न कारणों से क्षतिग्रस्त होने वाली लाइनों एवं पोलों की मरम्मत का कार्य। प्रपत्र शुल्क रु० 1180.00 मात्र, धरोहर धनराशि रु० 10,000.00 मात्र।	
3- 25/विदिमंसी/2026-27, विद्युत वितरण खण्ड-महमूदाबाद, सीतापुर के कार्यक्षेत्र में स्थापित विभिन्न वितरण परिवर्तकों के क्षतिग्रस्त प्लिंथ रिपेयरिंग एवं नये प्लिंथ का निर्माण का कार्य। प्रपत्र शुल्क रु० 1180.00 मात्र, धरोहर धनराशि रु० 03,500.00 मात्र।	
4- 26/विदिमंसी/2026-27, विद्युत वितरण खण्ड-महमूदाबाद, सीतापुर के कार्यक्षेत्र में विभिन्न वितरण परिवर्तकों की फेसिंग कराने का कार्य। प्रपत्र शुल्क रु० 1180.00 मात्र, धरोहर धनराशि रु० 03,500.00 मात्र।	
5- 27/विदिमंसी/2026-27, विद्युत परीक्षण खण्ड, सीतापुर के कार्यक्षेत्र में विद्युत वितरण खण्ड, सीतापुर के कार्यक्षेत्र में आने वाले विद्युत उपकेन्द्रों पर स्थापित बी०सी०बी० व पैनलों के मैकेनिकल एवं इलेक्ट्रिकल ओवरहालिंग का कार्य। प्रपत्र शुल्क रु० 1180.00 मात्र, धरोहर धनराशि रु० 04,500.00 मात्र।	
6- 28/विदिमंसी/2026-27, विद्युत परीक्षण खण्ड, सीतापुर के कार्यक्षेत्र में विद्युत वितरण खण्ड-महमूदाबाद, सीतापुर के कार्यक्षेत्र में आने वाले विद्युत उपकेन्द्रों पर स्थापित बी०सी०बी० व पैनलों के मैकेनिकल एवं इलेक्ट्रिकल ओवरहालिंग का कार्य। प्रपत्र शुल्क रु० 1180.00 मात्र, धरोहर धनराशि रु० 06,500.00 मात्र।	
7- 29/विदिमंसी/2026-27, विद्युत परीक्षण खण्ड, सीतापुर के कार्यक्षेत्र में स्मार्ट मीटर प्रतिस्थापन के पश्चात् उपभोक्ताओं के परिसर से उतारे गये पुराने मीटरों को विद्युत मण्डार केन्द्र, सीतापुर में जमा करने का कार्य। प्रपत्र शुल्क रु० 1180.00 मात्र, धरोहर धनराशि रु० 02,500.00 मात्र।	
ई निविदा की अंतिम तिथि:-27.05.2026, 17:00 बजे	
विस्तृत जानकारी एवं प्रपत्र वेबसाइट <a href="http://www.etender.up.nic.in">www.etender.up.nic.in</a> पर उपलब्ध है। अग्रतर समस्त सूचनाएँ वेबसाइट पर ही प्रदर्शित की जाएगी।	

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Phone & Fax : (05862)-244205  
E-mail ID : se.stp09@gmail.com

—: अल्पकालीन ई-निविदा सूचना:—

अधोहस्ताक्षरी द्वारा विद्युत वितरण मण्डल, सीतापुर के अन्तर्गत निम्नलिखित कार्य को कराने हेतु अनुभवी एवं विभाग में पंजीकृत निविदाकारों से दो अलग-अलग भागों में निविदायें ई-टेंडरिंग के माध्यम से आमंत्रित की जाती हैं। निविदा प्रपत्र UP Government की वेबसाइट [www.etender.up.in](http://www.etender.up.in) पर डाउनलोड/देखे जा सकते हैं। निविदा के प्रथम भाग में निम्नलिखित प्रपत्र होना आवश्यक है:-

1. निविदा प्रपत्र का मूल्य एवं निर्धारित धरोहर धनराशि केवल अधोहस्ताक्षरी के बैंक खाते में आर०टी०जी०एस०/एन०ई०एफ०टी० के माध्यम से (State Bank Of India, Sitapur Main Branch, Account Number:-10906917945, IFS Code-SBIN0000720 of Superintending Engineer, Electricity Distribution Circle, Sitapur) ही जमा करायी जायेगी तथा बैंक जमा की साक्ष्य यथा योज्य यू०टी०आर० संख्या, पे-इन स्लिप मूल की प्रति (इश्यूड बैंक के कन्फर्मेशन मेल की प्रति) आन लाइन अपलोड की जायेगी।
2. निविदा फार्म।
3. आयकर प्रमाण, व वैध जी०एस०टी० प्रमाणपत्र।
4. विद्युत सुरक्षा निदेशालय का "क" श्रेणी लाइसेन्स (नवीनीकरण न होने की दशा में नवीनीकरण हेतु आवेदन करने का साक्ष्य) सहित।
5. श्रम विभाग का पंजीकरण लाइसेन्स (नवीनीकरण न होने की दशा में नवीनीकरण हेतु आवेदन करने का साक्ष्य)।
6. निविदादाता द्वारा मुख्य ठेकेदार के रूप में विगत तीन वर्षों में किये गये अनुबन्ध के सापेक्ष समान या उच्च रेटिंग के कार्य के सापेक्ष निम्नलिखित में से किसी एक शर्त को पूर्ण करना होगा  
अ-निविदा की धनराशि का न्यूनतम 80 प्रतिशत धनराशि के कार्य का एक अनुबन्ध अथवा  
ब-निविदा की धनराशि का न्यूनतम 50 प्रतिशत धनराशि के कार्य के दो पृथक-पृथक अनुबन्ध अथवा  
स-निविदा की धनराशि का न्यूनतम 40 प्रतिशत धनराशि के कार्य के तीन पृथक-पृथक अनुबन्ध।  
उपरोक्त कार्य के अनुबन्ध की छायाप्रति के साथ कार्य के सफलतापूर्वक सम्पादित करने का प्रमाण पत्र, जो अधिशासी अभियन्ता अथवा उच्च अधिकारी द्वारा निर्गत हो, प्रस्तुत करना अनिवार्य होगा।
7. ई-निविदादाता द्वारा सामान कार्य हेतु निविदा फार्म में दी गयी समस्त शर्तों को पूरा करना अनिवार्य है।
8. फर्म की विगत की 5 वर्षों में (Financial Year (i.e 2024-25, 2023-24, 2022-23, 2021-22 & 2020-21) सर्वश्रेष्ठ तीन वर्षों का (MAAT) न्यूनतम अनुमानित निविदा लागत का 100 प्रतिशत का रजिस्टर्ड चार्टर्ड एकाउन्टेन्ट द्वारा प्रमाणित टर्न ओवर व P&L A/C, बैलेंसशीट व आई० टी०आर० की छायाप्रति।
9. निविदा की अनुमानित लागत का 25 प्रतिशत का हैसियत प्रमाण पत्र या राष्ट्रीय बैंक द्वारा निर्गत क्रेडिट का प्रमाण पत्र।
10. नेट वर्थ प्रमाण पत्र Current Financial Year (Postive)।
11. विभाग में ठेकेदार/फर्म का रक्त सम्बन्ध (Blood Relation) नहीं है से सम्बन्धित अलग शपथ पत्र (अलग रू० 10.00 के नान जूडिशियल स्टैम्प पर)।
12. जिलाधिकारी द्वारा निर्गत नवीनतम चरित्र प्रमाण पत्र की छायाप्रति (नवीनीकरण न होने की दशा में नवीनीकरण हेतु आवेदन करने का साक्ष्य)।
13. काली सूची में फर्म का नाम होने तथा विपरीत गुणवत्ता पर अनुबन्ध निरस्त न होने/किसी भी संस्था द्वारा प्रतिबन्धित न किये जाने का प्रमाण पत्र (अलग रू० 10.00 के नान जूडिशियल स्टैम्प पर)।
14. निविदा अभिलेखों में दिये गये प्रपत्र एवं जानकारी की सत्यता से सम्बन्धित (रू० 10.00 के नान जूडिशियल स्टैम्प पर अलग) शपथ पत्र जो नोटरी द्वारा प्रमाणित हो आन लाइन अपलोड किया जाना अनिवार्य है अन्यथा की स्थिति में ऐसी निविदायें नहीं खोली जायेंगी।

निविदा के द्वितीय भाग में दरें होगी। निविदादाता द्वारा उ०प्र० ई-टेंडर पोर्टल [www.etender.up.in](http://www.etender.up.in) पर दिनांक 27.05.2026 को 17:00 बजे तक अपलोड की जायेगी जिसमें निविदा फार्म, निविदा शुल्क, नियम एवं शर्तें व वांछित/तकनीकी प्रपत्र अपलोड करना अनिवार्य है तथा निविदा प्रपत्र में अपलोड किये सभी प्रपत्र स्पष्ट एवं पठनीय होने चाहिए (अपठनीय प्रपत्र स्वीकार्य नहीं होंगे) जो दिनांक 28.05.2026 को 12:00 बजे निविदादाताओं अथवा उनके अधिकृत प्रतिनिधियों के समक्ष अधोहस्ताक्षरी अथवा उनके नामित प्रतिनिधि के द्वारा खोली जायेगी। सभी निविदाओं के भाग-प्रथम के मूल्यांकन के बाद उपयुक्त पाये गये निविदादाताओं के भाग-द्वितीय खोले जायेंगे जिसकी सूचना पत्र/ई-मेल द्वारा/अन्य माध्यम से दी जायेगी। निविदा कार्य की मात्रा 10 प्रतिशत घट या बढ़ सकती है। निविदा खुलने की तिथि को यदि अवकाश होता है तो अगले कार्य दिवस में निविदा खोली जायेगी। अधोहस्ताक्षरकर्ता को किसी एक या सभी निविदाओं को बिना किसी कारण बताएँ निरस्त करने/बांटने या आंशिक रूप से स्वीकार करने का अधिकार सुरक्षित है। उपरोक्त निविदा की पूर्ण प्रक्रिया ई-टेंडरिंग UP Government की वेबसाइट [www.etender.up.in](http://www.etender.up.in) के माध्यम से की जायेगी। निविदा में किसी भी प्रकार का संशोधन या तिथि परिवर्तन/पुनः प्रकाशन की सूचना सीधे ई-टेंडरिंग की साइट पर ही प्रकाशित की जायेगी तथा नवीनतम अपडेट हेतु समय-समय पर साइट चेक करते रहें। निविदा एवं धरोहर धनराशि मूल्य निविदा के सम्मुख अंकित है।

  
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## **Standard Bidding Documents for e-tender**

1. Tender Fees (in the form of RTGS/DD/Bankers Cheque only):-
  - i) For tenders having estimates upto Rs. 10.0 Lac:- Rs. 1,000 + GST
  - ii) For Tenders having estimates above 10.0 Lac & upto 1.0 Crore :- Rs. 3,000 + GST
  - iii) For tenders having estimates above 1.0 Crore & upto Rs. 10.0 Crore :- Rs. 5,000 + GST
  - iv) For tenders having estimates more than Rs. 10.0 Crore & upto 100 Crore: Rs. 10,000 + GST
  - v) For tenders having estimates more than 100 Crs. :- Rs. 25,000.00+ GST
2. **Earnest Money Deposit**:- The EMD shall be 1% of the estimated cost of the work/services/supply and in the form of NEFT/RTGS/DD/Bankers Cheque & BG (BG for the EMD amount of Rs. 5000 and more).
3. **Contract Performance Guarantee**:- The Contract Performance Guarantee shall be 10% of the Contract Value of the tender specifications and in the form of RTGS/NEFT/DD/Bankers Cheque/BG (from a scheduled bank) only.  
In any case, the successful bidder shall not be allowed to deduct CPG amount from their running bills and they are required to submit valid & requisite Contract Performance Guarantee.

## **Eligibility Criteria/Pre-Qualifying Requirements**

### **A. For the Supply of the Material-**

- (a) The tenders shall either themselves be manufacturers of the equipment offered or accredited representatives of such manufacturers in India or of their principals abroad with whom they may be having collaboration. Such accreditation should be at least of one year on date of tender.
- (b) Relevant documents in support of the above must be furnished along with undertaking of the manufacturers and a certificate that they are participating in the tender individually but in case of award, the employer should give preference in award to the manufacturer of the material/equipment. If these documents are not furnished along with the tender bids, the offer will be liable to be rejected summarily.
- (c) In case of accredited representatives only, accredited representative should have supplied to Govt./Semi Govt. organization minimum 3 times the tendered quantity.

#### **1.2.2 (a) OPERATIONAL EXPERIENCES:**

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.

- (b) **Manufacturing experience:** The indigenous manufacturers or their foreign collaborator must have manufactured at least 20% of the specified quantities of each item of identical or similar equipment.

#### **1.2.3 Testing Facilities:**

The tenderer 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 of existence of such facilities will be filed alongwith the tender.

#### **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-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.

**(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 54 months from the date of receipt of material at site or 48 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 The bidders have to quote minimum 50% of the tendered quantity and shall have to submit earnest money deposit proportionately.

1.2.7 The bidder should not be blacklisted/debarred from business in any Govt./Semi Government/PSU/Local Bodies etc. at the time of bid opening. They have to submit an undertaking regarding this along with the bid.

**B. For the Services/works specification:-**

**a. Technical Requirement:-**

- i. The bidder should have a valid Class 'A' Electrical License Holder.
- ii. The bidder should have successfully completed the turnkey/semi-turnkey work of the following nature in the last three financial year as prime contractor from the date of opening of bid part-1:-
  - 1. Should have successfully erected and commissioned similar or higher rating work in a single turnkey/semi turnkey order, having minimum order value of 80% of the estimated cost of the present tender specification, or
  - 2. Should have successfully erected and commissioned similar or higher rating work in maximum two turnkey/semi turnkey order, having minimum order value of 50% each of the estimated cost of the present tender specification, or
  - 3. Should have successfully erected and commissioned similar or higher rating work in maximum three turnkey/semi turnkey order, having minimum order value of 40% each of the estimated cost of the present tender specification.

**b. Financial Requirement:-**

- i) The **Minimum Average Annual Turnover (MAAT)** for the best Three years out of the last Five Financial years MAAT should not be less than Rs. .... (150% of the estimated cost)
  - ii) **Net worth** of the bidder should be positive. Net worth means the sum total of the paid up capital and free reserves (excluding reserves created out of revaluation) reduced by aggregate value of accumulated losses (including debit balance in profit and loss account for current year) and intangible assets.
  - iii) **Solvency:-** the bidder should have a minimum solvency of Rs. .... (25% of estimated cost) or credit facility for the same from Nationalized/scheduled bank.
- c.** The bidder shall have to annex character certificate from the District Magistrate along with the Techno Commercial part of the bid document, issued within 3 months from the date of bid opening.
- d.** The bidder should not be blacklisted/debarred from business in any Govt./Semi Government/PSU/Local Bodies etc. at the time of bid opening. They have to submit an undertaking regarding this along with the bid.

E-Tender no. .... FOR THE WORK OF ..... IN THE JURISDICTION OF  
EDD-I/II/Biswan/Mahmoodabad, Sitapur UNDER EDC, MVVNL, Sitapur

From:-

M/s .....  
.....  
.....

To,  
**The Superintending Engineer,**  
Electricity Distribution Circle,  
MVVNL  
Sitapur.

Dear Sir,

With reference to your tender for the above work, I/We offer to submit our proposal having rates for site, erection at site in the schedule annexed or such portion thereof, as you may determine in strict accordance with the terms, conditions and instructions to the tenderer and conditions of the tender and sale contained in Part-1 of the above referred tender to the satisfaction of the seller or in default thereof to forfeit to and pay to (Name of Discom), the sum of money mentioned in the said conditions.

**THE RATES QUOTED ARE NET AND FIRM AND IN FULL SATISFACTION OF ALL CLAIMS. I/WE AGREE TO ABIDE BY THIS TENDER FOR THE PERIOD OF 180 DAYS FROM THE DATE OF OPENING OF BID PART-1.**

A sum of Rs. ....vide no. .... dated ..... of ..... bank, in the form of DD/Bankers Chequeor RTGS/NEFT having UTR no. .... vide ..... (Name of Bank) as tender cost has been deposited in the Discom account. The proof of the same has been annexed with the bid proposal..

A sum of Rs. ....vide no. .... dated ..... of ..... bank, in the form of ..... And having the validity for the period of ..... as earnest money pledged in favour of .....is enclosed, the full value of which shall be retained by the (Name of Discom) on account of earnest money security deposit specified in the said clause of the "Instructions to the Tenderers".

I/we hereby undertake and agree to execute a contract in accordance with the said 'Terms, Conditions & Instruction to the Tenderer' of the tender bid specification.

Firm RTGS Details:-

The details of the funds (earnest money/Tender Fees) given by the firm in the present tender, are deposited in the departmental account, as mentioned herein under:-

Firm current account number-

Name of Bank with address:-

IFSC code of the branch-

Amount:-Rs. .... & head (EMD/Tender Cost)

UTR no.-

Yours faithfully,

Signature of the authorised Signatory  
(With complete address & Seal)

**Part-1**  
**DECLARATION**

Tender Invited by:- Superintending Engineer .....

Tender for:- **For the work of ..... in the jurisdiction of EDD-I/II/Biswan/Mamhmudabad ,  
Sitapur under EDC, MVVNL, Sitapur.**

Name of Tenderer:-

Specification no.:-

Date of opening of bid part-1:-

IN CONSIDERATION of the EDC, MVVNL, Sitapur having treated the tenderer to be an eligible bidder whose tender may be considered, the tenderer hereby agrees to the condition that the proposal in response to the above invitation shall not be withdrawn by us within 180 days from the date of opening of the tender (or any extension thereof), also to the condition that if thereafter the tenderer does withdraw his proposal within the said period, the earnest money deposited by them may be forfeited by the Superintending Engineer, EDC-Sitapur, and at the discretion of the purchaser. The purchaser may debar the tenderer from tendering for a minimum period of one year reckoned from the date of opening of the tender.

Signed this ..... day of .....2026

Place:

Signed by

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

**SCHEDULE OF GENERAL PARTICULARS**

1. Name of the Tenderer
  - (a) Head Office address:
  - (b) Registered Office address:
  - (c) Postal address of tenderer:
  - (d) Fax No.:
  - (d) E-mail id:-
  
2. Name and address of manufacturer of the major equipments
  
3. Works:
  - (a) Location with full postal address
  - (b) Total space occupied in sq. meters.  
(approximate within 5%)
  - (c) Constructed area in sq. meters  
(approximate with in 5%)

4.	Name and address of local representative and his telephone number	
5.	Name and address of the officer of the tenderer / manufacturer to whom all reference shall be made for expeditious co-ordination.	
6.	Name of foreign collaborator, if any.	
7.	Whether the designs are their own or obtained from other sources. If from other sources the same may be indicated.	
8.	The name, designation, qualification and experience of the engineer employed by the tenderer in design, development and manufacturing of the quoted equipment.	
9.	Authorised capital of the company.	
10.	Total annual turnover of the firm during last three financial years.	
11.	Actual production per year of the equipment quoted during last five financial years giving quantity and bill value rounded off to two decimal place of Rs. Lacs excluding Central Excise.	
12.	Manufacturing capacity per month of the quoted equipment otherwise.	
13.	State the name and designation of your relative(s) if any, working in Uttar Pradesh Power Corporation Ltd.	
14.	Ten percent (10%) Performance Security in terms of requirement of specification is to be deposited within 30 days of placement of order. Whether or not willing to deposit. If no, state reasons.	
15.	Whether certificates for satisfactory performance of offered equipment enclosed/not enclosed. If yes, give the quantity to which it refers.	
16.	Whether quoted ex-works price are firm	YES / NO
17.	Whether ex-works prices quoted or not.	YES / NO

18.	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
19.	Whether the erection, testing and commissioning prices are quoted or not	YES / NO
20.	Terms of payment as mentioned in relevant clause are acceptable or not	YES / NO
21.	Give Sales Tax / Trade Tax registration Number, (Enclose last clearance certificate) Central State	
22.	Income Tax Clearance Certificate of current and the preceding year enclosed or not.	YES / NO
23.	Have you ever been declared bankrupt? If yes, please give details.	YES / NO
24.	Whether the Tenderer is agreeable to execute the contract in case the deviations stipulated by him are not acceptable to the purchaser.	YES / NO
25.	Give two references (Name, Designation and complete postal address) that can rectify Tenderer's financial status and capacity to undertake such works. One of the references should be from any scheduled Nationalized bank in India.	YES / NO
26.	Have you offered any discount and if so, then what is the rebate/discount in Rs.	

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

Seal of the Company

Full Signature :

Name :

Designation :

Date :

## SCHEDULE 'G'

(Part II)

### DEVIATIONS FROM "TECHNICAL SPECIFICATION"

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

Sl. No.	Page No.	Clause No. and stipulation in (MVVNL) Specification	Deviation
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The Tenders hereby certifies that the above mentioned are the only deviations from the "Technical Specification".

Seal of the company

Signature :  
Name :  
Designation :  
Date :

## SCHEDULE 'H'

(Part II)

### DEVIATIONS FROM "INSTRUCTION TO TENDERERS"

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

Sl. No.	Page No.	Clause No. and stipulation in (MVVNL) Specification	Deviation
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The Tenders here by certifies that the above mentioned are the only deviations from the "Instruction to Tenderers".

Seal of the company

Signature :  
Name :  
Designation :  
Date :

## **SCHEDULE 'I'**

**(Part I)**

### **DEVIATIONS FROM "GENERAL REQUIREMENT OF SPECIFICATION"**

All deviations from the "General Requirement of Specification" shall be filled in clause by clause in this schedule. Compliance with the specifications will be taken as granted if the deviations are not specifically mentioned in this schedule. In case there are no deviation (s), the 'NIL' Information should be furnished. In case tenderer is required to accept the standard clause, he should indicate the amount in tender bid part – II, schedule P-2 which the tender price will thereby increase / decrease.

Sl. No.	Page No.	Clause No. and stipulation in (MVVNL) Specification	Deviation
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The Tenders here by certifies that the above mentioned are the only deviations from the "General Requirements of Specification".

Seal of the company

Signature :  
Name :  
Designation :  
Date :

# Electricity Distribution Circle District Sitapur (U.P)



**E-Tender No. ....**

Tender description (brief details of works/supply): Enclosed Tender Notice

*Issued By:  
Office of The  
Superintending Engineer  
Electricity Distribution Circle-Sitapur (U.P)*

*Phone No ...*

*Website:-*

*Date of Opening of part-1:*

*Tender Cost (inclusive GST):*

*Last date & Time of Submission:-*

# NIT

## E-Tender Notice

RFP No. ....

Dated: .....

E-tenders are invited in two parts (Part-I Techno Commercial Bid and Part II Price Bid) for the work of (Project Description in brief) in..... EDC, Sitapurs. Bid document (Tender Specification) is available online on <https://etender.up.nic.in> as per particulars indicated below. Any changes in the Bid Schedule, corrigendum etc. shall also be notified via same website. Prospective bidders are therefore requested to regularly check the website for any updates.

SN o.	Particulars	Details
1	e-Tendering Notice no.	
2	e-Bid Portal (website)	<a href="https://etender.up.nic.in">https://etender.up.nic.in</a>
3	Name of Work	
	Supply of material with quantity	
4	e-Tender Cost	Rs. .... + GST ( @%)- Total Rs. ..... (Non- Refundable)
7	Earnest money deposit	Rs. .... (Rs. .... Only)
8	Document downloading/sale date starts	
9	Document download/ sale date ends	
10	e-Bid submission start date	
11	e-Bid submission end date	
12	Opening date of e-bid part-I	
13	Opening date of e-bid part-II (Price Part)	Will be notified later.

**Note:** Bid shall be accepted through the e-tender portal. Tender issuing authority is not responsible for the delay/downloading of tender document by the recipient due to any problem in accessing the e-tender website. The tender issuing authority is also not responsible for delay in uploading bids due to any problem in the e-tender website. Cost of Bid Document (in the form of NEFT/RTGS/DD/Bankers Cheque)& Earnest Money Deposit (EMD (in the form of NEFT/RTGS/DD/Bankers Cheque)) shall be in favour of ..... (Name of Account Holder) payable at .....

Further details are available at website: <https://etender.up.nic.in>

EDC, Sitapur reserves the right to reject any or all proposals or cancel the bid without assigning any reason thereof.

## **INSTRUCTION TO BIDDERS**

### **1. 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 EDC, Sitapur 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 EDC, Sitapur 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 “Business” shall mean electricity distribution and Revenue collection activities
- 1.9 “Companies Act” shall mean The Companies Act, 1956 (as amended or replaced from time to time).
- 1.10 “Consumer” shall mean any person who is supplied with electricity for his own use by a licensee or the Government or by any other person engaged in the business of supplying electricity to the public under this Act or any other law for the time being in force and includes any person whose premises are for the time being connected for the purpose of receiving electricity with the works of a licensee, the Government or such other person, as the case may be;
- 1.11 “Contract” means the Contract Agreement entered into between the EDC, Sitapur 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.
- 1.12 “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 EDC, Sitapur as per the contractual provisions (if any).

- 1.13 “Circle office” shall mean offices which manage and control working of Divisions. Circle Office operates under Regional Office and has a number of divisions.
- 1.14 “Division office” shall mean offices which manage and control working of EDCs/ Zones. Division Office operates under Circle office and have a number of EDCs/ Zones.
- 1.15 “EMD” shall mean Earnest Money Deposit.
- 1.16 “Engineer In charge” shall be the officer under whose office the work stipulated in contract is executed.
- 1.17 “Instruction” shall mean any drawings and/or instruction in writing, details, directions and explanations issued by the EDC, MVVNL, Sitapur from time to time during the Contract Period.
- 1.18 “Month” shall mean calendar month.
- 1.19 “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 addresses or electronic media and shall be deemed to have been received when in ordinary course of post it would have been delivered.
- 1.20 “EDC, Sitapur” or “Service Recipient” or “MVVNL” shall mean (MVVNL)
- 1.21 “Services” shall mean all the services which the successful bidder is required to provide under the scope of work to the EDC, Sitapur under the Contract.
- 1.22 “Successful bidder” shall mean the bidder who has received the letter of award/Loi from the EDC, Sitapur to execute the work as per specification/contract.
- 1.23 “Work Order” means written order signed by the EDC, Sitapur 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.
- 1.24 “Work” shall mean services to be provided by the Agency under the „Work Order“ or “Contract“.
- 1.25 “Zone” means Distribution Zone operates Operation & Maintenance (O&M) activities for a defined area in city divisions. Zone is a smallest business unit in EDC, Sitapur in city divisions. Zone works under city Division office.

## **2. Availability of Bid documents**

- 2.1 The bid document will be uploaded on the EDC, SITAPUR’s website/E-portal of Government of Uttar Pradesh (GoUP) as mentioned in E-tender Notice, the same can be downloaded and submitted on E-portal along with desired EMD on due dates as specified in E-tender notice as bid document. The tender fees shall have to be submitted along with submission of the bid.

### **3. Invitation of Bids**

- 3.1 The EDC, Sitapur is hereby inviting unconditional bids for procuring works/services/material as specified in the bid document through domestic competitive bidding (open bidding mode) from bidders fulfilling the criteria specified in Section-.....“Eligibility criteria for bidders”.
- 3.2 The bidding process shall be undertaken through Single-Stage Two-Envelope method through e-tendering. The tender information has been provided in relevant section of Bid documents.

### **4. Consortium/Joint venture Bidding**

Consortium bidding/Joint venture bidding as mentioned in Pre-qualification requirement.

### **5. Eligible Bidders**

- 5.1 A Bidder may be an individual, private entity, government-owned entity - subject to clause 5.2 below, and shall furnish as part of their unconditional bid, documents establishing the bidder's qualifications to perform the works/services to the satisfaction of the EDC, SITAPUR/Service Recipient. The detailed eligibility criteria are listed out in Section – : Eligibility Criteria for Bidders.
- 5.2 Bidders shall provide such evidence of their continued eligibility satisfactory to the **EDC** – MVVNL, Sitapur, as the MVVNL shall reasonably request.

### **6. Responsibility of bidder(s)**

- 6.1 The EDC, Sitapur will not assume any responsibility regarding information gathered, interpretations or conclusions made by the bidder or regarding information, interpretations or deductions the bidder may derive from the data furnished by the EDC, SITAPUR or any other data.
- 6.2 Verbal agreement or conversation with any officer/employee of the EDC, Sitapur either before or after the submission of bid shall not affect or modify any of the terms and conditions or obligations contained herein.
- 6.3 It shall be the sole responsibility of bidders to determine and to satisfy themselves by such means as they consider necessary or desirable as to all matters pertaining to this bidding process including in particular all factors that may affect the cost, duration and execution of the works/services.

### **7. Eligibility criteria**

- 7.1 The bidder(s) shall furnish, as part of their unconditional bid, documents establishing the bidder's qualifications to perform the works/services to the satisfaction of the EDC, Sitapur. The detailed eligibility criteria are listed out in Eligibility criteria/Pre-Qualification requirement of this bid document.
- 7.2 Notwithstanding anything stated therein, the SE, EDC, Sitapur reserves the right to inquire and review the bidder's capability and capacity to perform the work during the course of evaluation or after award.

## **8. Project site visit**

- 8.1 The bidder is advised to visit and examine the site where the works/services is to be executed and its surroundings; and obtain for himself on his own responsibility all information that may be necessary for preparing the bid, submission of offer and entering into a Contract for execution of works/services. The cost of visiting the site shall be borne by the bidder.
- 8.2 The bidder and any of its authorized personnel shall be granted permission by the EDC, Sitapur to enter in its premise(s) and land(s) for the purpose of such inspection, but only upon the condition that the bidder and its personnel shall release and indemnify the EDC, SITAPUR and its personnel from and against all liability in respect thereof and shall be responsible for death or personal injury, loss of or damage to property.

## **9. Process to be Confidential**

- 9.1 This bid document and any other document(s) released, information provided, discussions held, etc., as part of the bidding process, is strictly confidential and must not be divulged to anyone who is not directly involved in preparation of the bid, and the bidder(s) shall keep all information within this proposal or gained during the bidding or other processes confidential. No information or publicity will be allowed to any third party unless specific written authorization is obtained from the EDC, Sitapur.

## **10. Clarifications on bid documents**

- 10.1 The bidders are expected to be fully conversant with all the clauses of the bid document before responding to it. However, prospective bidder(s) requiring any clarification on bidding documents may notify the EDC, Sitapur in writing through email/fax/post, to the address as mentioned in E-tender Notice of this bid document, two days prior to the Pre-bid conference, if any. The queries shall be accepted only from the accredited/authorized officers or executives of the bidder(s).
- 10.2 **Pre-bid Conference:** The EDC, Sitapur may invite a pre-bid conference in which all prospective bidders are requested to participate. The date, time and place of pre-bid conference is mentioned in the NIT/e-portal. The bidders are requested to send their authorized representatives to attend the prebid meetings alongwith the queries regarding the bid documents, if any. The reply of queries will be uploaded on e-portal, only. However, attending the pre-bid conference is not a mandatory requirement for submitting the bid documents.
- 10.3 The EDC, Sitapur will respond only to those queries or request(s) for clarification that it receives during pre-bid conference or prior to the scheduled/extended date of submission of bid documents as prescribed by the EDC, Sitapur. Replies to the clarifications sought and corresponding amendment(s) to the bid, if any, will be intimated to all bidders through e-portal only. All such clarifications shall form part of the bid documents and shall be incorporated in the bidder's Proposal.

10.4 The EDC, Sitapur reserves the right to defer/decline responding or addressing to such queries/clarification sought that it feels are inappropriate without assigning any reasons whatsoever.

10.5 The copies of all the replies/clarifications issued by the SE, EDC, Sitapur shall also be a part of the tender specification.

## **11. Preparation of Bids**

11.1 The bidder shall submit only one (1) unconditional bid in response to this tender/bid document.

11.2 The transfer of bid document(s) purchased by one bidder to another is not permissible in any case. Such bids shall be summarily rejected by the EDC, Sitapur.

11.3 The price bid should be duly filled and signed in accordance with the terms and conditions specified in bid documents thereto for online submission.

11.4 All pages of the bid document(s) including conditions of Contract, specification, etc., shall bear the full signatures with official rubber stamp (at the bottom right hand corner of the page) by the bidder. Necessary documents in support thereof must be enclosed with bid documents at the time of submission, failing which bid will be treated as non-responsive and will not be considered. Any bid not bearing signatures on all the documents will stand liable for rejection.

11.5 General information, which is not specifically requested for in the bid documents, must be attached separately to the techno-commercial proposal and clearly labelled as "Supporting Material".

## **12. Deviations from terms and conditions of the bid**

12.1 The bidder must furnish **Annex. G, H & I** Proforma for "No Deviations" from Terms and Conditions of Bid Document given as Annexure duly filled and signed by the authorized signatory of bidder.

## **13. Bid Forms**

13.1 Wherever a specific form or schedule is prescribed in the bid document, the bidder shall use the same to provide relevant information. If the form or schedule does not provide space for any required information, space at the end of the form or additional sheets shall be used to convey the required information.

13.2 For all other cases, the bidder shall design a form to get the required information from the bidder.

13.3 EDC, Sitapur shall in no case be bound by any printed conditions or provisions in the bidder's bid forms whatsoever.

## **14. Conditional Bid**

14.1 The bidders shall offer only unconditional bid as conditional bid are liable to be rejected.

14.2 Bidder's printed terms and conditions enclosed with the proposal/offer will not be considered as a part of the Bid under any circumstances whatsoever it may be. These types of bids shall be deemed as conditional bids and shall stand liable for rejection.

## **15. Deadline for submission of bids**

15.1 Bids must be submitted on in e-portal only but no later than the time and date as specified in E-tender Notice of Tender Document. In the event of the specified date for submission of bids being declared a holiday for the EDC, Sitapur, the bids will be received up to the appointed time on the next working day. Such postponement of date will not have any impact on the other dates specified in the bidding documents (i.e. bid validity and validity of bid security).

15.2 The EDC, Sitapur may, at its discretion, under intimation to the bidders who have purchased the bidding documents, extend the deadline for the submission of bids/opening of bids by issuing an addendum, in which case all rights and obligations of the EDC, Sitapur and bidders previously subject to the original deadline shall thereafter subject to the deadline as extended.

## **16. Late Bid**

16.1 Bid(s) received by the EDC, Sitapur after the bid submission/opening deadline as prescribed in the bid documents will be summarily rejected and shall not be opened to the bidder(s).

## **17. Withdrawal of Bids**

17.1 The bidder shall not be permitted to withdraw their bid during the interval between bid submission deadline (as mentioned in e-tender) and the period of bid validity as per e-tender. If any withdrawal of bid is made by the bidder during the above period, it shall result in the forfeiture of the EMD.

## **18. Associated cost of bid preparation and submission**

18.1 The bidder shall bear all the cost and expenses associated with preparation and submission of its bid including post bid discussions, technical and other presentations, etc.

18.2 The EDC, Sitapur shall in no case be responsible for or liable to the costs or in EDC, Sitapur evaluation of bids, regardless of the conduct or outcome of the bidding process.

## **19. Request for Modifications/Amendments in Bid Specification:-**

19.1 The bidders may request for clarification or changes in the bid documents by submitting the issues prior to the pre-bid conference date as specified in E-notice tender.

19.2 The EDC, SITAPUR at their sole discretion may modify the bid documents if deemed appropriate by issuing addendum as a result of a request or clarification discussed during the pre-bid conference.

## **20. Language of the bid**

20.1 The bid prepared by the bidder and all documents relating to the bid, exchanged between the bidder and the EDC, Sitapur shall be written in the English language, provided that any printed literature furnished by the bidder may be written in another language so long as the bid is accompanied by duly certified English translation of its pertinent passages. Failure to

comply with this may disqualify a bid. For purposes of interpretation of the bid, the English translation shall prevail

## **21. Amendment(s) to bid documents**

- 21.1 At any time prior to the deadline for submission of the bid or extended date, if deemed necessary, the EDC, Sitapur reserves the right to add/modify/delete any portion of bid document by issue of an amendment/addendum, which will be sent to all such bidders, who have indicated their intention to bid. The EDC, Sitapur will bear no responsibility or liability arising out of non-receipt of the same in time or otherwise by the bidder. The EDC, Sitapur shall assume that the information contained therein will have been taken into account by the bidder in its bid.
- 21.2 The amendment(s) to bid documents shall be binding on all bidders.
- 21.3 In a scenario where the interested bidder has already submitted its bid post which the EDC, Sitapur issues an addendum/amendment to this bid document then such bidders shall be allowed to submit addendum to the already submitted bid but not after opening of Bid envelope-I.

## **22. Earnest Money Deposit**

- 22.1 The EMD amounting Rs. ....(1% of cost estimate) shall be submitted online through DD/NEFT/RTGS/BG. RTGS/NEFT receipts to be uploaded on the E-tendering portal. The bidders are required to deposit EMD online through NEFT/RTGS in Bank Account Number ....., IFSC code ....., MICR code ..... in the name of ..... of EDC-EDC, Sitapur in bank ..... (Name of Bank) through DD/Bankers Cheque in favour of ..... and payable at ..... or in form of bank Guarantee in favour of ..... . Proof of on line deposit viz. Unique Transaction Reference (UTR) number or copy of original pay in slip of the bank, scanned copy of original bank Guarantee along with copy of confirmation mail from issuing bank shall be uploaded e-Procurementportalof [GoUP](#).
- 22.2 The bid proposal/offer shall necessarily contain EMD of requisite amount and should be furnished through appropriate mode as specified in Section- “Essential tender information on e-portal” of the bid document. In case EMD is to be deposited through a BG/DD from a scheduled nationalized bank and in prescribed format, the same shall be uploaded while filling the e-tender. The bidder shall to submit the BG/DD (in original) in EDC, Sitapur office within 5 days of opening of bid part-1, failing which their bid shall not be considered for opening of their bid part-2 (Price Part).
- 22.3 Any bid proposal/offer not accompanied by the EMD shall be rejected and returned to the bidder unopened.
- 22.4 If on opening of bid any discrepancy in EMD is found (relating to amount, etc.), the bid shall be summarily rejected.
- 22.5 In case of unsuccessful bidders, the EMD shall be refunded after successful submission of Contract performance guarantee by the successful bidder. No interest whatsoever shall be payable on such deposits lying with the EDC, SITAPUR.
- 22.6 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.

22.7 In case the bidder is likely to be awarded the Contract or if the case has not been finalized, the EMD shall be retained for the period equal to the bid validity period. The EMD of successful bidder shall become part of the initial contract performance guarantee. No interest shall be payable on such deposits lying with the EDC, Sitapur.

22.8 The SE EDC, Sitapur 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.

22.9 The bank charges (if any) shall be attributable to the bidder, only.

22.10 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 E-tender Notice.

### **23. Documents comprising the bid and sealing of bid**

23.1 Part-I (A)-Envelope- (to be submitted online as well as payment receipt physically super scribing “Earnest Money Deposit” along with tender/bid specification number; name of work/service; name, address and contact of the bidder; and due date/time of bid opening): It shall contain EMD details. However, scanned copy of document in support of proof of online submission of EMD must be uploaded and submitted physically also in Envelope-I (A), within 5 days of opening of bid part-1.

23.2 Part-I(B)-Envelope- (to be submitted online only): It shall contain all the documents as notified in Section-“Eligibility criteria of bidders” of the bid document in scanned format. Other documents/Proforma (if any) provided in Annexure or elsewhere in the bid document and are pertinent to techno-commercial evaluation shall necessarily be furnished (duly filled and signed) in scanned copies.

23.3 Part-II- Price Bid- Price Bid shall be submitted online only in the Proforma as per BoQ While preparing the Price Bid, bidders are expected to take into account the requirements and conditions outlined in the bid documents.

Part I(A) and Part I (B) shall be referred as Enevelope-1.

### **24. Submission of bid**

24.1 Both the Part-1 and Part-2 shall be submitted online only and physically in separate sealed envelopes and these envelopes shall be properly super scribed as Part-I: “Earnest Money Deposit”. Each envelope shall also be super scribed with tender/bid specification number; name of work/service; name, address and contact of the bidder; and due date/time of bid opening.

- The bidders are requested to ensure that they furnish the envelope-I and II appropriately online which should be DIGITALLY signed. Any correction / overwriting should be signed by the bidder. An offer with correction / overwriting without signature of the bidder is likely to be rejected.
- The Bidders are requested to ensure that all required schedules duly filled-in, are submitted. The bidders should also note that in absence of any of the schedules except price bid, their offer is likely to be rejected.
- Transfer of the documents purchased online by one bidder to any other bidder is not permissible.

- The submission of a tender by the bidder implies that he has read and accepted the instructions, conditions of the Contract and made himself aware of the scope and specifications of the work to be done/ supplies to be made. The EDC, SITAPUR will not, after acceptance of Contract rate, pay extra charges for any reason whatsoever, in case the bidder is found later to have misjudged any condition(s).
- It is necessary to purchase the Bid documents online from e-portal of GoUP.

24.2 PERIOD OF VALIDITY :- The period of validity shall not be less than that specified in the Bid documents.

24.3 Nobody is authorized to receive or issue receipt of bid delivered by hand.

24.4 All required copies of the Techno-commercial Proposals are to be made from the original.

24.5 An authorized representative of the bidder shall initial all pages of the original proposal/offer. The authorization shall be in the form of a written power of attorney in the name of the Bidder purchasing the proposal. The signed proposal shall be marked as "ORIGINAL".

24.6 Bid shall be submitted in the forms attached herein and all blanks in the bid shall be duly filled in the original copy. The complete forms shall form part of Contract documents in case of successful bid.

24.7 The bidder should quote the prices strictly online in the manner indicated herein failing which the bid is liable for rejection. The rate/prices shall be in figures.

24.8 No post bid development shall be allowed regarding any change in terms of prices or techno-commercial specifications. Notwithstanding anything contained to the contrary in the specifications of the bid or in subsequent exchange of correspondence, these conditions of Contract shall be binding on the bidder and any change or variation expressed or implied, however, made in the said condition shall not be entertained whatsoever.

24.9 The bid documents include certain statements, description, projections etc. with respect to the EDC, Sitapur and their businesses. They reflect various assumptions made by the management and/or their consultants. No representation, promise or warranty is given to their reasonableness, completeness or otherwise. The bidders are expected to make their own judgments of the same. Upon receipt of their bids, it shall be construed that they have based it on their own independent analysis and judgment.

## **25. Opening of bids**

25.1 The EDC, Sitapur shall open online bids at the date and time for opening of bids as specified in Section-I "Essential tender information" of this bid document or on the date and time as intimated to the bidder on successful completion of evaluation of techno-commercial bids in case of Single-Stage Two-Envelope bidding. In the event of the specified date for the opening of bids being declared a holiday for the EDC, Sitapur, the bids will be opened at the appointed time on the next working day.

25.2 Bids that are not opened and read out at bid opening will not be considered for further evaluation, regardless of the circumstances.

25.3 The bidders' names, bid prices, and the presence or absence of the requisite EMD and such other details as EDC, Sitapur at its discretion may consider appropriate, will be recorded at the time of bid opening.

25.4 In the case of Single-Stage Two-Envelope bids, on the bid opening date only the techno-commercial bid shall be opened. The date for opening of the Price bid shall be as per Key date. In case of extension of due date, the same shall be uploaded in EDC, Sitapur's website & e-portal and accordingly Key date shall be amended. No separate intimation shall be given to the bidders.

- Opening of Envelope-I (A) (containing Earnest Money Deposit) and Envelope- I (B) (containing Techno-commercial bid): The first envelope with EMD shall be opened on the due date and time of bid opening as specified in Section-I Essential tender information of this bid document. The requirement for EMD shall be verified and thereafter the second envelope, i.e. the Techno-commercial bid, shall be opened on the same date in respect of eligible bidders (whose EMD is found to be as per the requirements).
- Opening of Envelope-II - Price bid: Price Part of only those Bidders shall be opened on-line who are determined as having submitted substantially responsive bids and are ascertained to be qualified to satisfactorily perform the Contract. A negative determination of the bids, shall be notified by the EDC, Sitapur to such Bidders and the price bid uploaded by them shall not be opened

25.5 In the event, the EDC, Sitapur, in its discretion, decides not to open the bid for want of adequate response to the bidding, the EDC, Sitapur may either extend the bid pursuant to Clause no. 15.2 and 26.1 of Section-III: Instructions to Bidders or cancel the bidding process.

25.6 It is to be noted that the bid evaluation will be executed strictly as per procedure mentioned in Bid evaluation section.

## **26. Change in date and time of opening of bids**

26.1 It may be noted that the due date/time of opening of bid can be altered/extended if desired by the SE EDC, Sitapur, without assigning any reason thereof. However, due intimation shall be available at e tender.up.nic.in's website. The bidder shall be responsible for keeping itself updated on the changes in date and time of opening of bid.

## **27. Canvassing of bids**

27.1 Bid shall be deemed to be under consideration, after opening of bid, till placement of order to the successful bidder. During this period, the bidders or their authorized representative(s) or other interested parties are advised strongly in their own interest, to refrain from contacting or influencing by any means any of the EDC, Sitapur's personnel or representative on matters relating to bid under process. As any such effort or activity may result in rejection of that bidder's proposal/offer.

## **28. EDC, SITAPUR's right to accept any bid, and to reject any or all bids**

28.1 The SE EDC, Sitapur reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected bidder(s) or any obligation to inform the affected bidders) of the

grounds for such decision. No correspondence, in any form, and at any time, shall be entertained by the EDC, SITAPUR in this regards.

## **29. Currency of Price Bid**

29.1 For the works/services required in the bid, all prices or rates shall be quoted in Indian National Rupees (INR) only as the payment for such works/services shall be made in Indian currency only (i.e. Indian National Rupees).

## **30. Interpretation of conditions of bid(s)**

30.1 The EDC, Sitapur shall be the final authority to interpret any or all condition(s)/clause(s) specified in the bid documents at any point of time. In case any ambiguous or contradictory term(s)/condition(s) arise in the bid, interpretation as deemed appropriate by the EDC, Sitapur shall be final and binding on all the bidders.

## **31. Validity of bids**

31.1 The bidder's proposal must remain valid for acceptance for a period of 180 days from the date of opening of bid (Envelope-1) or any other extended date for their receipt or any other extended period consented upon by the bidders. The SE, EDC, Sitapur may ask the bidder to extend the validity period of their bid) and during this period no bidder shall be allowed to withdraw their bid. Any such withdrawal during the said period will entail forfeiture of EMD deposited by the bidder with their bid. The bidders who agree to such extension shall confirm that they maintain the availability of the professional staff nominated in the proposal or in their confirmation of extension of validity of the proposal.

31.2 The bid along with the rates and condition thereby shall be open for acceptance of the EDC, SITAPUR for a period of 180 days from the date of opening of the bids and no request for any variation in quoted rates and/withdrawal of tender on any ground by successful bidder be entertained within validity period. In case the EDC, Sitapur requests for extension of the validity period, the bidder may extend the validity without changing the terms and conditions of their bid (except change in wages or any other statutory compliance as per Government norms). In case Bidder does not extend the validity, he/she must respond his/her unwillingness within 7 working days from the date of receipt of letter to this intent so that his EMD/bid security can be returned.

## **32. Issue of Letter of Award, Contract Signing and Issue of Work Order**

32.1 The SE EDC, Sitapur shall award the Contract to the bidder whose bid has been adjudged successful after techno-commercial and financial evaluation.

32.2 The SE EDC, Sitapur shall issue a detailed Letter of Award (LoA) to the successful bidder

32.3 Post issue of Letter of Award to the successful bidder, Contract Agreement shall be signed between the two parties at respective Circle Offices.

32.4 After signing of the Contract Agreement, work order shall be issued by respective Circles.

## **33. Bid evaluation**

Preliminary examination

- 33.1 The EDC, Sitapur/Zonal (SZ) will examine the bids to determine whether they are complete, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids documents are generally in order.
- 33.2 The EDC, Sitapur may waive any minor informality, nonconformity or irregularity in a bid that does not constitute a material deviation, whether or not identified by the Bidder in its bid, and that does not prejudice or affect the relative ranking of any Bidder as a result of the technical and commercial evaluation,

### **Examination of Substantive responsiveness and Qualification requirement**

- 33.3 Prior to the detailed evaluation, the EDC, Sitapur/Zonal (SZ) will determine whether each bid is of acceptable quality, is complete and is substantially responsive to the Bidding Documents. Any deviations, conditionality or reservation introduced will be reviewed to conduct a determination of the substantial responsiveness of the bidder's bid. For purposes of this determination, a substantially responsive bid is one that conforms to all the terms, conditions and specifications of the Bidding Documents without any material deviations, objections, conditionalities or reservations and complies with all the statutory laws in force as amended from time to time. A material deviation, objection, conditionality or reservation is one (i) that affects in any substantial way the scope, quality or performance of the Contract; (ii) that limits in any substantial way, inconsistent with the Bidding Documents, the EDC, Sitapur's rights or the successful Bidder's obligations under the Contract; or (iii) whose rectification would unfairly affect the competitive position of other bidders who are presenting substantially responsive bids.

- 33.4 During bid evaluation, the EDC, Sitapur 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 EDC, Sitapur 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.

- 33.5 Bids containing deviations from critical provisions will be considered as non-responsive.

- 33.6 If a bid is not substantially responsive, it will be rejected by the EDC, Sitapur, and may not subsequently be made responsive by the Bidder by correction of the nonconformity. The EDC, Sitapur's determination of a bid's responsiveness shall be based on the contents of the bid itself without recourse to extrinsic evidence.

- 33.7 The EDC, Sitapur 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 EDC, Sitapur shall be the sole judge in this regard and the EDC, SITAPUR's interpretation of the Qualification Requirement shall be final and binding.

- 33.8 The determination will take into account the Bidder's financial, technical capabilities, in particular the Bidder's Contract work in hand, future commitments and past performance during execution of contracts that have been awarded by the EDC, SITAPUR on the Bidder. It will be based upon an examination of the documentary evidence of the Bidder's

qualifications submitted by the Bidder, as well as such other information as the EDC, SITAPUR deems necessary and appropriate. This shall, however, be subject to assessment that may be carried out, if required, by the EDC, SITAPUR.

33.9 The EDC, SITAPUR 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.

33.10 An affirmative determination will be a prerequisite for the EDC, SITAPUR to evaluate the Techno - Commercial Part and to intimate successful bidders to be present on new date, time & location to open the online price schedule of the Bidder. A negative determination will result in rejection of the Bidder's bid.

33.11 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 EDC, SITAPUR in past 3 years.

33.12 To assist in the analysis, evaluation and computation of the bids, the EDC, SITAPUR 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.

33.13 After successful evaluation and compliance to techno- commercial condition (satisfying the qualification requirement), financial bid shall be opened.

#### **34. Period of Contract**

The period of Contract under the scope of work shall be up to .....months from the date of placement of LOI/LOA. Further, the EDC, Sitapur may terminate the contract by giving 30 days' notice without assigning any reason.

#### **35. Contract Performance Guarantee**

A Contract Performance Security, the successful Bidder, to whom the work is awarded, shall be required to furnish a Performance security from a Public Sector Indian Bank, in the specified format (NEFT/RTGS/DD/Bankers Cheque/Bank Guarantee) in favour of the Owner. The guarantee amount shall be equal to **Ten percent (10%) for Supply/work/services contract**, of the total Contract price and it shall guarantee the faithful performance of the Contract in accordance with the terms and conditions specified in these documents and specifications. Proforma annexed as Annexure.....

The guarantee shall be valid till the end of Warranty Period (----- Months) from the date of commissioning) and handing of the work/completion of all the ordered quantity (for supply contract only).The bank guarantee should also have a further claim period of 90 days from the date of completion of the contract.

In any case, the successful bidder shall not be allowed to deduct CPG amount from their running bills and they are required to submit valid & requisite Contract Performance Guarantee.

#### **36. Terms of Payment:-**

##### **A. For Supply of Material:-**

(1) Subject to any deduction, which the purchaser may be authorized to make under the

contract or subject to any additions or deductions provided for under “Variation in Quantity Clause”, the contractor shall, on the certificate of Engineer, be entitled to payment as follows:-

- (a) Ninety Percent (90%) of the F.O.R. contract value of the plant alongwith 100% of taxes as applicable on finished material/equipment shall be made through bank, intimated by the purchaser in Rupees, on receipt by the purchaser of material/equipment and the following documents:-
- (b) Unconditional acceptance of the Letter of Award/Letter of Intent and signing of contract agreement by the Contractor.
- (c) An unconditional & irrevocable Bank Guarantee for **Ten Percent** (10%) of the total Contract price towards Contract Performance Guarantee (CPG) in accordance with proforma attached. The said bank guarantee shall be valid upto ninety (90) days after expiry of the Warranty Period and shall be extended from time to time till ninety (90) days beyond successful completion of warranty period, as may be required under the Contract.
- (d) Evidence of dispatch (R/R or receipted L/R)
- (e) Contractor’s **GST** invoice, **claim&** packing list identifying contents of each shipment.
- (f) Copy of Certificate to the effect of payments of State/ Central taxes, duties, levies etc have been made against supply of materials through sub-vendors under the contract.
- (g) Certified copy of Insurance policy/Insurance Certificate.
- (h) Manufacturer’s/Contractor’s guarantee certificate of Quality.
- (i) Material Dispatch Clearance Certificate (MDCC) / Dispatch Instructions (DI) for dispatch of materials from the manufacturer’s works. MDCC/DI shall be issued by authorized officer of Employer
- (j) Manufacturer’s copy of challan.
- (k) submission of the certificate by the Employer’s representative that the item(s) have been received,
- (b) Ten Percent (10%) of the F.O.R contract value on the presentation of the Contractor’s GST invoice when each commercially useable section of the plant/equipment or all the ordered quantities in the contract has been delivered and received at store or at a designated point by the Engineer in Charge and checked at 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.
- (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 installments as represents the

cost of making good such minor defects, and any sum so retained shall, subject to the provisions of maintenance clause 30 of Form 'B', become due upon such minor defects being made good.

**B. For Work/Services Contract:-**

**1. Progressive payments (Supply):**

**1.1. First Installment (60%) :** Sixty percent (60%) payments against various items of price schedule/BoQ including 100% Taxes etc. shall be paid on receipt and acceptance of Materials on submission of documents indicated herein under:

- a. Unconditional acceptance of the Letter of Award/Letter of Intent and signing of contract agreement by the Contractor.
- b. An unconditional & irrevocable Bank Guarantee for ten percent (10%) of the total Contract price towards Contract Performance Guarantee (CPG) in accordance with proforma attached. The said bank guarantee shall be valid upto ninety (90) days after expiry of the Warranty Period and shall be extended from time to time till ninety (90) days beyond successful completion of warranty period, as may be required under the Contract.
- c. Evidence of dispatch (R/R or receipted L/R)
- d. Contractor's GST invoice, claim & packing list identifying contents of each shipment.
- e. Copy of Certificate to the effect of payments of State/ Central taxes, duties, levies etc have been made against supply of materials through sub-vendors under the contract.
- f. Certified copy of Insurance policy/Insurance Certificate.
- g. Manufacturer's/Contractor's guarantee certificate of Quality.
- h. Material Dispatch Clearance Certificate (MDCC) / Dispatch Instructions (DI) for dispatch of materials from the manufacturer's works. MDCC/DI shall be issued by authorized officer of Employer
- i. Manufacturer's copy of challan.
- j. submission of the certificate by the Employer's representative that the item(s) have been received,
- k. Submission of certificate by Section Holder/Junior Engineer of the Contractor that materials have been supplied as per technical specification, scope of work & approved drawings enclosing certified copy of inspection reports and dispatch clearances.

**1.2. Second Installment (30%):** Thirty percent (30%) payments against various items of price schedule 1 shall be paid on following conditions:

- a. Unconditional acceptance of the Letter of Award and signing of contract agreement by the Contractor.
- b. An unconditional & irrevocable Bank Guarantee for ten percent (10%) of the total Contract price towards Contract Performance Guarantee (CPG) in accordance with proforma attached. The said bank guarantee shall be valid upto ninety (90) days after expiry of the Warranty Period and shall be extended from time to time till ninety (90) days beyond successful completion of warranty period, as may be required under the Contract.
- c. Submission of the certificate on measurement book by the Project Manager that the item(s) have been received,
- d. Submission of certificate on measurement book by Section Holder/Junior Engineer that the material has been erected successfully at site and the work is complete in all respect.
- e. **Submission of compliance report of defects pointed out by Engineer of Contract.**

**1.3. Third and Final Installment (10%):**

- a. The balance ten percent (10%) of payment against Supply contracts excluding Taxes etc shall be reimbursable on successful supply, erection, testing and commissioning of the works in the award contract and issuance of Taking over Certificate by the Employer.
- b. 'Commissioning' for the purpose of payments shall mean satisfactory completion of all supplies, erection, commissioning checks and successful completion of all site tests and continuous energisation of the equipment/ materials at rated voltage as per the Contract and to the satisfaction/approval of the Employer.
- c. On submission of the certificate by the Section Holder/Junior Engineer that the item(s) have been received, erected, tested and commissioned.
- d. On certification by Section Holder/Junior Engineer for validity of an unconditional & irrevocable Bank Guarantee for ten percent (10%) of the total Contract price towards Contract Performance Guarantee (CPG) in accordance with the provisions of the contract.
- e. **Contractor's GST invoice**

**2. Progressive payments (Erection):**

**2.1. First Installment (90%) :** Ninety percent (90%) payments against Erection contracts shall be paid on erection, testing and commissioning of works and on submission of documents indicated herein under:

- a. Unconditional acceptance of the Letter of Award and signing of contract agreement by the Contractor.

- b. An unconditional & irrevocable Bank Guarantee for ten percent (10%) of the total Contract price towards Contract Performance Guarantee (CPG) in accordance with proforma attached. The said bank guarantee shall be valid upto ninety (90) days after expiry of the Warranty Period and shall be extended from time to time till ninety (90) days beyond successful completion of warranty period, as may be required under the Contract.
- c. Certified copy of Insurance policy/Insurance Certificate.
- d. **Contractor's GST invoice**
- e. Material reconciliation statement consisting of the materials utilized for erection, testing & commissioning.
- f. Submission of certificate on measurement book by Section Holder/Junior Engineer that materials under consideration have been erected, tested and commissioned as per technical specification, scope of work & approved Drawings/Manuals.
- g. Test check certification on Measurement Book be recorded by officers in hierarchy with the claim as per policy.

## **2.2. Second and Final Installment (10%):**

- a. The balance ten percent (10%) of payment against Erection contracts shall be released on successful commissioning of the works in the contract and issuance of Taking over Certificate of the project.
- b. 'Commissioning' for the purpose of payments shall mean satisfactory completion of all supplies, erection, commissioning checks and successful completion of all site tests and continuous energisation of the equipment/ materials at rated voltage as per the Contract and to the satisfaction/approval of the Employer.
- c. On submission of the certificate by the Section Holder/Junior Engineer that the equipment/materials have been erected, tested and commissioned.
- d. On certification by Section Holder/Junior Engineer for validity of an unconditional & irrevocable Bank Guarantee for ten percent (10%) of the total Contract price towards Contract Performance Guarantee (CPG) in accordance with the provisions of Contract. The said Contract Performannce guarantee shall be initially valid upto ninety (90) days after expiry of the Warranty Period and shall be extended from time to time till ninety (90) days beyond successful completion of warranty period, as may be required under the Contract.
- e. On certification of Section Holder/Junior Engineer for reconciliation of materials and payments.
- f. On certification of Section Holder/Junior Engineer that assets under the project are created and are taken over by Employer.

g. **Contractor's GST invoice**

## **General Conditions of the Specification**

### **1. EDC, Sitapur's representative**

- 1.1 The EDC, Sitapur shall appoint an officer/employee designated as the Controlling Officer/Officer-in-charge who shall carry out the functions and obligations of the EDC, Sitapur under the Contract.
- 1.2 The EDC, Sitapur may from time to time appoint any other person as the Controlling Officer/ Officer in-charge in place of the person previously so appointed, and shall give a notice of the name of such other person to the Contractor without delay. The EDC, Sitapur shall take reasonable care to see that no such appointment is made at such a time or in such a manner as to impede the progress of works/services. The Controlling Officer/ Officer-in-charge shall represent and act for the EDC, Sitapur at all times during the currency/validity of the Contract.
- 1.3 Any decision, instruction or approval given by the Controlling Officer /Officer-in-charge of the EDC, Sitapur shall be binding on the Contractor.
- 1.4 All notices, instructions, orders, consents, certificates, approvals and all other communications under the Contract shall be given by the Controlling Officer/ Officer-in-charge.
- 1.5 The Controlling Officer/ Officer-in-charge may authorize his representative(s) as site-in-charge for the works/services.

### **2. Contractor's Representative**

- 2.1 The Contractor shall employ at least one competent representative (name, address, telephone number, identity proof of the representative shall be communicated in writing to the Controlling Officer/officer-in-charge by the Contractor) to supervise the works/services at each Circle. The said representative, (or if more than one shall be employed, then one of such representatives), shall be present whenever required and should be approachable in person or on phone at time and location as specified by the EDC, Sitapur/ Service Recipient. Any written order or instruction which the Controlling Officer/officer-in-charge or his duly authorised representative may give to the said representative of the Contractor shall be deemed to have been given to the Contractor.
- 2.2 The Controlling Officer/officer-in-charge shall be at liberty to object to the presence of any representative or person employed by the Contractor for execution of the Contract or otherwise at the site, who in his/her opinion is found to have misconduct him-self/her-self or be incompetent or negligent and the Contractor shall remove the person so objected to, upon receipt from the Controlling Officer/ officer-in-charge a notice in writing requiring him to do so and shall provide in his place a competent representative at the Contractor's risk and expense.

### **3. Bankruptcy/Insolvency of the Contractor**

- 3.1 If the contractor is imprisoned, becomes insolvent, compound with his creditors, has a receiving order made against him or carries on business under a receiver for the benefit of the creditor or any of them or being a partnership firm, become dissolved or being a corporation, goes into liquidation or is being wound up, not being a voluntary winding up for the purpose only of amalgamation or reconstruction, the EDC, Sitapur shall be at liberty:

To give such liquidated contractor or other person in whom, the Contract may become vested, the option thereof to award the Contract or a portion to any other contractor, thereof to be determined by the EDC, Sitapur subject to his/her providing an appropriate guarantee for the performance of such Contract.

#### **4. Duty and Behavior of Contractor's Personnel**

- 4.1 The personnel deployed by the Contractor must always carry their Photo-ID card issued by Discom.
- 4.2 The personnel deployed by the Contractor shall maintain the decorum and obey the instructions of the officer-in-charge of the EDC, Sitapur for that particular work and place of duty. They must follow the procedures of duty, performance and stipulated time guideline for working hours as set by the officer-in-charge of the EDC, Sitapur from time to time.
- 4.3 It shall be accepted as an inseparable part of the Contract that in matters regarding competency, efficiency, conduct and behaviour, the decision of the Officer-in-charge of the EDC, Sitapur shall be final and binding on the Contractor in all such matters.

#### **5. Safety Provisions**

- 5.1 The Contractor shall arrange for the safety in its operation as prescribed by the EDC, Sitapur and all safety protective equipment's and tools are to be provided by the contractor. It is the responsibility of the Contractor to deal with any liability arising due to any injuries occurring to the Contractor's staff during performance of duty. The EDC, Sitapur would not be liable to pay any compensation to the injured employees of the Contractor under any circumstances.
- 5.2 In case the Contractor fails to make such arrangement, the authorized officer/staff of the EDC, Sitapur shall be entitled to recover the costs thereof from the Contractor. The failure to comply with the provisions of the Safety Rules and Regulations, if any, the Contractor shall without prejudice to any other liability pay to the EDC, Sitapur a penalty amount, as determined by the competitive authority of the EDC, Sitapur.

#### **6. Checks and Supervision by the Contractor**

- 6.1 The Contractor shall ensure that its personnel perform their duties efficiently by exercising frequent surprise checks and by appointing sufficient supervisory staff as felt necessary by the EDC, Sitapur. In case it is found that any damage has occurred due to negligence, ignorance or not performing the duty by the personnel of the Contractor, all the losses so occurred to the EDC, Sitapur shall be recovered from the amounts payable to the Contractor and its security deposits or Contract Performance Guarantee.

#### **7. Notices and Instructions**

- 7.1 The Contractor shall furnish the complete address of its permanent office and local office along with telephonic numbers, fax numbers, emails, etc. to the EDC, Sitapur. Any notice or instructions to be given to Contractor under the terms of the Contract shall be deemed to have been served on him if it has been sent at local office or to the address of the Contractor last notified by them or delivered to authorized signatory.

## **8. Health of the Personnel deployed**

- 8.1 All persons deployed by the Contractor shall be of sound physical and mental health and should not be under the influence of any drug or liquor during duty and have full knowledge and experience to competently complete the job assigned to them. In case it is found that any loss has occurred to the EDC, Sitapur's property/interest due to deployment of such personnel, the same shall have to be replaced by the Contractor without any extra cost to the EDC, Sitapur.

## **9. Subletting**

- 9.1 The Contractor shall not sublet any activity or any part thereof under the Contract.

## **10. Force Majeure**

- 10.1 Force Majeure means any event or circumstance or combination of events and circumstances including those stated below that wholly or partly prevents or unavoidably delays an affected party in the performance of its obligations under this Agreement, but only if and to the extent that such events or circumstances are not within the reasonable control, directly or indirectly, of the affected party and could not have been avoided if the affected party had taken reasonable care or complied with prudent utility practices.

- 10.2 Act of God, including, but not limited to lightning, drought, fire and explosion (to the extent originating from a source external to the site), earthquake, volcanic eruption, landslide, flood, cyclone, typhoon, tempest, tornado, mutiny, civil commutation, riot, terrorist attack, strike (subject to certification by Labour Commissioner), lock-out (subject to certification by Labour Commissioner), exceptionally adverse weather conditions which are in excess of the statistical measures for the last hundred (100) years, any act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, direct or indirect political events; or any event or circumstance of a nature analogous to any of the above.

- 10.3 A notification to this effect duly certified by statutory authorities shall be provided by the Contractor to the EDC, Sitapur. The authority as decided by the EDC, Sitapur (including committee, etc.) shall decide upon Force Majeure cases and the decision of such authority shall be final and binding on Contractor/Contractor.

## **11. Damage to Property and injury to personnel**

- 11.1 The Contractor shall indemnify and keep indemnified the EDC, Sitapur against all losses and claims for injuries or damage to any person or any property whatsoever which may arise out of or in consequence of the execution of the Contract and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect of or in relation thereto.

- 11.2 The EDC, Sitapur shall not be liable for damage or compensation payable as per provision of law/act in respect or consequence of any accident or injury to any workmen or other person

in the employment of the Contractor. The Contractor shall have to pay all claims, demands, proceedings costs, charges and expenses whatsoever in respect there of or in relation there to.

- 11.3 In the event of any accident and/or injury, in respect of which compensation may become payable under the Workman's Compensation Act-VIII of 1923 including all amendments thereof, Authorized officer of EDC, Sitapur shall have full powers to retain out of any sums payable/becoming payable to the Contractor, any sum as may be deemed sufficient to meet such liability on receipt of award of compensation from the competent authority under the said act, and the same shall be adjusted from this amount. Any shortfall shall be recovered and any excesses shall be refunded. The opinion of the Authorized officer of EDC, Sitapur shall be final in regard to all matters arising under this clause.
- 11.4 In case it is found that any theft or damage has occurred to the property or premises of the EDC, Sitapur due to negligence of personnel in performing their duty and/or absence from the place of duty and/or not providing substitute by the Contractor or any other reason, the cost of all such losses or damages as assessed by the EDC, Sitapur shall be recovered from the Contractor's monthly bill or from their Security Deposit/Contract Performance Guarantee or in any other manner as may be deemed fit.
- 11.5 In case any personnel of the Contractor is implicated in any law suit or is injured by any person or group of persons, agitating mob, etc. during the course of performing his/her duty/their duties for the EDC, Sitapur, it shall be the sole responsibility of the Contractor to defend its personnel in the court of law or to extend all medical and financial help, etc. without charging any cost to the EDC, Sitapur.
- 11.6 The EDC, Sitapur shall be deemed to be indemnified by the Contractor for lapses or other mischief's etc. by its personnel
- 11.7 Claims arising due to "any activity" shall be liable for adjustment from contract performance guarantee furnished by Contractor.

## **12. Arbitration**

- 12.1 If any dispute, difference or controversy shall at any time arise between the Contractor on the one hand and the UPPCL and the Engineer of the Contract on the other hand Contract, or as to 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 UPPCL 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.

12.2 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.

12.3 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 UPPCL may nominate another person in his place.

### **13. Jurisdiction**

13.1 Any dispute or difference, arising under, out of, or in connection with Tender/ Contract order shall be subject to exclusive jurisdiction at .....only.

### **14. Blacklisting**

14.1 In case(s) of severe default(s) by the Contractor (including but not limited to relevant clause of this section), the process of blacklisting or debarring of Contractor and recoveries (if any) thereof may be undertaken by the EDC, Sitapur if deemed necessary.

### **15. Taxes**

15.1 The Contractor shall be responsible for payment of all taxes duties statutory/local levies arising as a result of commercial transactions under this Contract such as GST etc. EDC, Sitapur shall not be responsible for any tax related liability in any manner whatsoever.

15.2 During the Contract period, the Contractor shall deposit GST and other applicable taxes at prevailing rates as per Government of India guidelines including during extended period if any.

15.3 If any tax exemptions, reductions, allowances, or privileges may be available to the Contractor, the EDC, Sitapur shall use its best endeavors to enable the Contractor to benefit from any such tax savings to the maximum allowable extent.

15.4 The statutory deduction of taxes and duties at source, related to these works and services, shall be done by the EDC, Sitapur and tax deduction certificate shall be issued to the Contractor wherever applicable as per law.

15.5 For the purpose of the Contract it is agreed that the Contract value shall include all taxes (including) but not limited to GST or any other similar tax/duty/Cess/surcharge/levy by whatever name called under applicable tax laws as on the last date of bid submission) for supplies to be made or services to be performed under the contracts in their quoted bid price. The EDC, Sitapur shall not bear any separate liability over and above the contract price for payment of taxes.

15.6 If any rates of Tax are increased or decreased, a new Tax is introduced, an existing Tax is abolished, or any change in interpretation or application of any Tax occurs in the course of the performance of Contract, which directly impacts tax liability of Contractor in performance of this Contract, an equitable adjustment of the Contract value shall be made to take into account any such change by addition to the Contract value or deduction there from, as the case may be.

15.7 The contractor shall declare its GST registration number. Any liability arising out of GST implication shall be borne and responsibility of the EDC, Sitapur.

## **16. Termination of Contract**

### **16.1 Events of default**

Any of the following events shall constitute an “Event of Default”. The occurrence of any “Event of Default” shall lead to consequences as brought out in Clause:-

- i. If the Contractor fails to deliver services as per time schedule in the Scope of Work.
- ii. If the Contractor unlawfully repudiates the Contract or has otherwise expressed an intention not to be bound by the contract.
- iii. If the Contractor does not make timely payment of salaries to the deployed labour.
- iv. If the Contractor does not make the mandatory payments like EPF, ESIC and others liabilities if any.
- v. If it comes to the EDC, Sitapur’s notice that the Contractor is indulged in forging documents and submitting forged documents of EPF Challan sheet, ESIC receipt of personnel deployed by it
- vi. If the Contractor becomes bankrupt or insolvent, goes into liquidation.
- vii. If the Contractor fails to make payment of any amount payable to the EDC, Sitapur, as and when the same becomes due.
- viii. If the Contractor fails to provide, renew or replenish the payment security and / or contract performance guarantee.
- ix. If the Contractor fails to fulfil any of the directions or orders of the ..... or comply with the requirement of the electricity laws or other laws in relation to bid area.
- x. If the Contractor has made any false or misleading representation or warranty.
- xi. If the Contractor transfers, otherwise than pursuant to contract, any material or property of the EDC, Sitapur.
- xii. If the Contractor indulges in any malpractice or corrupt practice.

If at any stage during the period of the Contract any case involving moral turpitude is instituted in a court of law against the Contractor or his employees.

### **16.2 Termination for Convenience**

The EDC, Sitapur shall be entitled to terminate the Contract without assigning any reason thereof at any time of the EDC, Sitapur’s convenience, by issuing an “Order for Termination” to the Contractor. The termination shall take effect on 30<sup>th</sup> day of issuance of “Order of Termination”, or such extended period (over and above 30 days) as may be decided by the EDC, Sitapur.

### 16.3 Termination due to Change in Government / Management Policy

The EDC, Sitapur shall be entitled to terminate the Contract due to change any Government / Management Policy, by issuing an “Order for Termination” to the Contractor

The termination shall take effect on 30th day of issuance of “Order of Termination”, or such extended period (over and above 30 days) as may be decided by the EDC, Sitapur.

### 16.4 Effect of Termination (Either upon default or for convenience or Change in Management / Government Policy)

- Upon serving the “Order for Termination”, the EDC, Sitapur shall have rights to step-in and takeover the operations. The Contractor shall be obliged to co-operate with EDC, Sitapur and provide all necessary support, data, documents, information, etc. which may be required by the Purchase for successful takeover of the operations and continuum of the services. However, during transition period the Contractor shall continue to provide such services, as may be required by the EDC, Sitapur for smooth take-over of operations.
- If the contract has been terminated on occurrence of “Event of Default” as defined in Clause 20.1. The Contract Performance Guarantee submitted by the Contractor shall be invoked on or after the effective date of “Termination of the Contract” and amount so realised shall be forfeited by the EDC, Sitapur, as a reasonable pre-estimate of the losses which have occurred to the EDC, Sitapur due to non-performance of the Contractor.
- If the contract has been terminated on convenience as per Clause 20.3, the EDC, Sitapur shall have rights to recover any amount payable by Contractor to the EDC, Sitapur from the Contract Performance Guarantee.
- The EDC, Sitapur unconditionally reserve the rights to claim from the Contractor, any cost, expenses or loss that may be incurred by reasons of breach of terms and conditions of the contract.
- The EDC, Sitapur shall not be liable for payment of any compensation, whether in contract or tort or otherwise, towards the Contractor or any third party, upon termination of the contract.
- Upon termination of the contract, the Contractor shall immediately:-
  - a) Remove its manpower deployed on performance of services pertaining to the Contract;
  - b) cease all further work, except for such work as the EDC, Sitapur may specify in the “Order for Termination” for the sole purpose of protecting that part of the facilities already executed, or any work required to leave the site in a clean and safe condition;
  - c) remove all Contractor’s equipment from the site, repatriate the Contractor’s and its subcontractors’ personnel from the site, remove from the site any wreckage, rubbish and debris of any kind, and leave the whole of the Site in a clean and safe condition; and

- d) deliver to the EDC, Sitapur the parts of the facilities executed by the Contractor up to the date of termination
- e) to the extent legally possible, assign to the EDC, Sitapur all right, title and benefit of the Contractor to the facilities as of the date of termination, and, as may be required by the EDC, Sitapur, in any subcontracts concluded between the Contractor and its Subcontractors; and
- f) Deliver to the EDC, Sitapur all non-proprietary drawings, specifications and other documents prepared by the Contractor or its Subcontractors as at the date of termination in connection with the facilities.
- g) . The EDC, Sitapur shall have the rights to recover from the Contractor any loss or damage occurred to the property/ items/ materials/ equipment etc. of the EDC, Sitapur, due to any act of Contractor or its personnel.

**17. Corrupt or Fraudulent Practice(s)**

17.1 The EDC, Sitapur requires that the bidders observe the highest standard of ethics during the procurement and execution of the Contract(s).

17.2 In pursuance of this policy, the EDC, Sitapur defines, for the purposes of this provision the terms set forth below as follows:

- Corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of an official/employee involved in the procurement process or in execution of the Contract.
- Fraudulent practice” means misinterpretation of facts or information in order to influence the procurement process or the execution of Contract to the detriment of the EDC, Sitapur, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the EDC, Sitapur of the benefits of free and open competition.
- The EDC, Sitapur will reject a bid or cancel the Contract if already placed, if it determines that the bidder recommended for Award or on whom the Contract/Award has already been placed has engaged in corrupt or fraudulent practices in competing for the Contract/Award in question.
- The EDC, Sitapur may declare a bidder ineligible for issue of Contract/Award, either indefinitely or for a stated period of time, if it any time determines that the bidder has engaged in corrupt or fraudulent practices in competing for or in executing an earlier Contract of the EDC, Sitapur

**18. Miscellaneous**

In case, any penalty is imposed by the regulator/ government/ any other judiciary or compensation thereof, as decided by the concerned authority, on the EDC, Sitapur related to services/ scope of work as per this Bid document, then the same shall be passed on to the Contractor.

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## General Conditions of the Specification

### **1. EDC, Sitapur's representative**

- 1.1 The EDC, Sitapur shall appoint an officer/employee designated as the Controlling Officer/Officer-in-charge who shall carry out the functions and obligations of the EDC, Sitapur under the Contract.
- 1.2 After the implementation of the said proposed works, letter No.-2259/CMUD/SE been issued S.E.-1/2025 dated 21<sup>st</sup> August 2025 complying, after completion of the works, Geo-tagging should be done Approved subject to the restriction of measurement only later.
- 1.3 The EDC, Sitapur may from time to time appoint any other person as the Controlling Officer/ Officer-in-charge in place of the person previously so appointed, and shall give a notice of the name of such other person to the Contractor without delay. The EDC, Sitapur shall take reasonable care to see that no such appointment is made at such a time or in such a manner as to impede the progress of works/services. The Controlling Officer/ Officer-in-charge shall represent and act for the EDC, Sitapur at all times during the currency/validity of the Contract.
- 1.4 Any decision, instruction or approval given by the Controlling Officer /Officer-in-charge of theEDC, Sitapur to shall be binding on the Contractor.
- 1.5 All notices, instructions, orders, consents, certificates, approvals and all other communications under the Contract shall be given by the Controlling Officer/ Officer-in-charge.
- 1.6 The Controlling Officer/ Officer-in-charge may authorize his representative(s) as site-in-charge for the works/services.

### **2. Contractor's Representative**

- 2.1 The Contractor shall employ at least one competent representative (name, address, telephone number, identity proof of the representative shall be communicated in writing to the Controlling Officer/officer-in-charge by the Contractor) to supervise the works/services at each Circle. The said representative, (or if more than one shall be employed, then one of such representatives), shall be present whenever required and should be approachable in person or on phone at time and location as specified by the EDC, Sitapur/ Service Recipient. Any written order or instruction which the Controlling Officer/officer-in-charge or his duly authorised representative may give to the said representative of the Contractor shall be deemed to have been given to the Contractor.
- 2.2 The Controlling Officer/officer-in-charge shall be at liberty to object to the presence of any representative or person employed by the Contractor for execution of the Contract or otherwise at the site, who in his/her opinion is found to have misconduct him-self/her-self or be incompetent or negligent and the Contractor shall remove the person so objected to, upon receipt from the Controlling Officer/ officer-in-charge a notice in writing requiring him to do so and shall provide in his place a competent representative at the Contractor's risk and expense.

### **3. Bankruptcy/Insolvency of the Contractor**

- 3.1 If the contractor is imprisoned, becomes insolvent, compound with his creditors, has a receiving order made against him or carries on business under a receiver for the benefit of the creditor or any of them or being a partnership firm, become dissolved or being a corporation, goes into liquidation or is being wound up, not being a voluntary winding up for the purpose only of amalgamation or reconstruction, the EDC, Sitapur shall be at liberty:  
To give such liquidated contractor or other person in whom, the Contract may become vested, the option thereof to award the Contract or a portion to any other contractor, thereof to be determined by the EDC, Sitapur subject to his/her providing an appropriate guarantee for the performance of such Contract.

### **4. Duty and Behavior of Contractor's Personnel**

- 4.1 The personnel deployed by the Contractor must always carry their Photo-ID card issued byDisocm.
- 4.2 The personnel deployed by the Contractor shall maintain the decorum and obey the instructions of the officer-in-charge of the EDC, Sitapur for that particular work and place of duty. They must follow the procedures of duty, performance and stipulated time guideline for working hours as set by the officer-in-charge of the EDC, Sitapur from time to time.
- 4.3 It shall be accepted as an inseparable part of the Contract that in matters regarding competency, efficiency, conduct and behaviour, the decision of the Officer-in-charge of the EDC, Sitapur shall be final and binding on the Contractor in all such matters.

### **5. Safety Provisions**

- 5.1 The Contractor shall arrange for the safety in its operation as prescribed by the EDC, Sitapur and all safety protective equipment's and tools are to be provided by the contractor. It is the responsibility of the Contractor to deal with any liability arising due to any injuries occurring to the Contractor's staff

during performance of duty. The EDC, Sitapur would not be liable to pay any compensation to the injured employees of the Contractor under any circumstances.

5.2 In case the Contractor fails to make such arrangement, the authorized officer/staff of the EDC, Sitapur shall be entitled to recover the costs thereof from the Contractor. The failure to comply with the provisions of the Safety Rules and Regulations, if any, the Contractor shall without prejudice to any other liability pay to the EDC, Sitapur a penalty amount, as determined by the competitive authority of the EDC, Sitapur.

## **6. Checks and Supervision by the Contractor**

6.1 The Contractor shall ensure that its personnel perform their duties efficiently by exercising frequent surprise checks and by appointing sufficient supervisory staff as felt necessary by the EDC, Sitapur. In case it is found that any damage has occurred due to negligence, ignorance or not performing the duty by the personnel of the Contractor, all the losses so occurred to the EDC, Sitapur shall be recovered from the amounts payable to the Contractor and its security deposits or Contract Performance Guarantee.

## **7. Notices and Instructions**

7.1 The Contractor shall furnish the complete address of its permanent office and local office along with telephonic numbers, fax numbers, emails, etc. to the EDC, Sitapur. Any notice or instructions to be given to Contractor under the terms of the Contract shall be deemed to have been served on him if it has been sent at local office or to the address of the Contractor last notified by them or delivered to authorized signatory.

## **8. Health of the Personnel deployed**

8.1 All persons deployed by the Contractor shall be of sound physical and mental health and should not be under the influence of any drug or liquor during duty and have full knowledge and experience to competently complete the job assigned to them. In case it is found that any loss has occurred to the EDC, Sitapur's property/interest due to deployment of such personnel, the same shall have to be replaced by the Contractor without any extra cost to the EDC, Sitapur.

## **9. Subletting**

9.1 The Contractor shall not sublet any activity or any part thereof under the Contract.

## **10. Force Majeure**

10.1 Force Majeure means any event or circumstance or combination of events and circumstances including those stated below that wholly or partly prevents or unavoidably delays an affected party in the performance of its obligations under this Agreement, but only if and to the extent that such events or circumstances are not within the reasonable control, directly or indirectly, of the affected party and could not have been avoided if the affected party had taken reasonable care or complied with prudent utility practices.

10.2 Act of God, including, but not limited to lightning, drought, fire and explosion (to the extent originating from a source external to the site), earthquake, volcanic eruption, landslide, flood, cyclone, typhoon, tempest, tornado, mutiny, civil commutation, riot, terrorist attack, strike (subject to certification by Labour Commissioner), lock-out (subject to certification by Labour Commissioner), exceptionally adverse weather conditions which are in excess of the statistical measures for the last hundred (100) years, any act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, direct or indirect political events; or any event or circumstance of a nature analogous to any of the above.

10.3 A notification to this effect duly certified by statutory authorities shall be provided by the Contractor to the EDC, Sitapur. The authority as decided by the EDC, Sitapur (including committee, etc.) shall decide upon Force Majeure cases and the decision of such authority shall be final and binding on Contractor/Contractor.

## **11. Damage to Property and injury to personnel**

11.1 The Contractor shall indemnify and keep indemnified the EDC, Sitapur against all losses and claims for injuries or damage to any person or any property whatsoever which may arise out of or in consequence of the execution of the Contract and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect of or in relation thereto.

11.2 The EDC, Sitapur shall not be liable for damage or compensation payable as per provision of law/act in respect or consequence of any accident or injury to any workmen or other person in the employment of the Contractor. The Contractor shall have to pay all claims, demands, proceedings costs, charges and expenses whatsoever in respect there of or in relation there to.

- 11.3 In the event of any accident and/or injury, in respect of which compensation may become payable under the Workman's Compensation Act-VIII of 1923 including all amendments thereof, Authorized officer of EDC, Sitapur shall have full powers to retain out of any sums payable/becoming payable to the Contractor, any sum as may be deemed sufficient to meet such liability on receipt of award of compensation from the competent authority under the said act, and the same shall be adjusted from this amount. Any shortfall shall be recovered and any excesses shall be refunded. The opinion of the Authorized officer of EDC, Sitapur shall be final in regard to all matters arising under this clause.
- 11.4 In case it is found that any theft or damage has occurred to the property or premises of the EDC, Sitapur due to negligence of personnel in performing their duty and/or absence from the place of duty and/or not providing substitute by the Contractor or any other reason, the cost of all such losses or damages as assessed by the EDC, Sitapur shall be recovered from the Contractor's monthly bill or from their Security Deposit/Contract Performance Guarantee or in any other manner as may be deemed fit.
- 11.5 In case any personnel of the Contractor is implicated in any law suit or is injured by any person or group of persons, agitating mob, etc. during the course of performing his/her duty/their duties for the EDC, Sitapur, it shall be the sole responsibility of the Contractor to defend its personnel in the court of law or to extend all medical and financial help, etc. without charging any cost to the EDC, Sitapur.
- 11.6 The EDC, Sitapur shall be deemed to be indemnified by the Contractor for lapses or other mischief's etc. by its personnel
- 11.7 Claims arising due to "any activity" shall be liable for adjustment from contract performance guarantee furnished by Contractor.

## **12. Arbitration**

- 12.1 If any dispute, difference or controversy shall at any time arise between the Contractor on the one hand and the UPPCL 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 UPPCL 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.
- 12.2 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.
- 12.3 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 UPPCL may nominate another person in his place.

## **13. Jurisdiction**

- 13.1 Any dispute or difference, arising under, out of, or in connection with Tender/ Contract order shall be subject to exclusive jurisdiction **at Chif Engineer (SZ) Sitapur only.**

## **14. Blacklisting**

- 14.1 In case(s) of severe default(s) by the Contractor (including but not limited to relevant clause of this section), the process of blacklisting or debarring of Contractor and recoveries (if any) thereof may be undertaken by the EDC, Sitapur if deemed necessary.

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- 15.2 During the Contract period, the Contractor shall deposit GST and other applicable taxes at prevailing rates as per Government of India guidelines including during extended period if any.
- 15.3 If any tax exemptions, reductions, allowances, or privileges may be available to the Contractor, the EDC, Sitapur shall use its best endeavors to enable the Contractor to benefit from any such tax savings to the maximum allowable extent.
- 15.4 The statutory deduction of taxes and duties at source, related to these works and services, shall be done by the EDC, Sitapur and tax deduction certificate shall be issued to the Contractor wherever applicable as per law.
- 15.5 For the purpose of the Contract it is agreed that the Contract value shall include all taxes (including but not limited to GST or any other similar tax/duty/Cess/surcharge/levy by whatever name called under applicable tax laws as on the last date of bid submission) for supplies to be made or services to be performed under the contracts in their quoted bid price. The EDC, Sitapur shall not bear any separate liability over and above the contract price for payment of taxes.
- 15.6 If any rates of Tax are increased or decreased, a new Tax is introduced, an existing Tax is abolished, or any change in interpretation or application of any Tax occurs in the course of the performance of Contract, which directly impacts tax liability of Contractor in performance of this Contract, an equitable adjustment of the Contract value shall be made to take into account any such change by addition to the Contract value or deduction there from, as the case may be.
- 15.7 The contractor shall declare its GST registration number. Any liability arising out of GST implication shall be borne and responsibility of the EDC, Sitapur.

## **16. Termination of Contract**

### **16.1 Events of default**

Any of the following events shall constitute an "Event of Default". The occurrence of any "Event of Default" shall lead to consequences as brought out in Clause:-

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- ii. If the Contractor unlawfully repudiates the Contract or has otherwise expressed an intention not to be bound by the contract.
- iii. If the Contractor does not make timely payment of salaries to the deployed labour.
- iv. If the Contractor does not make the mandatory payments like EPF, ESIC and others liabilities if any.
- v. If it comes to the EDC, Sitapur's notice that the Contractor is indulged in forging documents and submitting forged documents of EPF Challan sheet, ESIC receipt of personnel deployed by it
- vi. If the Contractor becomes bankrupt or insolvent, goes into liquidation.
- vii. If the Contractor fails to make payment of any amount payable to the EDC, Sitapur, as and when the same becomes due.
- viii. If the Contractor fails to provide, renew or replenish the payment security and / or contract performance guarantee.
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- xi. If the Contractor transfers, otherwise than pursuant to contract, any material or property of the EDC, Sitapur.
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If at any stage during the period of the Contract any case involving moral turpitude is instituted in a court of law against the Contractor or his employees.

### **16.2 Termination for Convenience**

The EDC, Sitapur shall be entitled to terminate the Contract without assigning any reason thereof at any time of the EDC, Sitapur's convenience, by issuing an "Order for Termination" to the Contractor. The termination shall take effect on 30<sup>th</sup> day of issuance of "Order of Termination", or such extended period (over and above 30 days) as may be decided by the EDC, Sitapur.

### **16.3 Termination due to Change in Government / Management Policy**

The EDC, Sitapur shall be entitled to terminate the Contract due to change any Government / Management Policy, by issuing an "Order for Termination" to the Contractor

The termination shall take effect on 30th day of issuance of “Order of Termination”, or such extended period (over and above 30 days) as may be decided by the EDC, Sitapur.

#### 16.4 Effect of Termination (Either upon default or for convenience or Change in Management / Government Policy)

- Upon serving the “Order for Termination”, the EDC, Sitapur shall have rights to step-in and takeover the operations. The Contractor shall be obliged to co-operate with EDC, Sitapur and provide all necessary support, data, documents, information, etc. which may be required by the Purchase for successful takeover of the operations and continuum of the services. However, during transition period the Contractor shall continue to provide such services, as may be required by the EDC, Sitapur for smooth take-over of operations.
- If the contract has been terminated on occurrence of “Event of Default” as defined in Clause 20.1. The Contract Performance Guarantee submitted by the Contractor shall be invoked on or after the effective date of “Termination of the Contract” and amount so realised shall be forfeited by the EDC, Sitapur, as a reasonable pre-estimate of the losses which have occurred to the EDC, Sitapur due to non-performance of the Contractor.
- If the contract has been terminated on convenience as per Clause 20.3, the EDC, Sitapur shall have rights to recover any amount payable by Contractor to the EDC, Sitapur from the Contract Performance Guarantee.
- The EDC, Sitapur unconditionally reserve the rights to claim from the Contractor, any cost, expenses or loss that may be incurred by reasons of breach of terms and conditions of the contract.
- The EDC, Sitapur shall not be liable for payment of any compensation, whether in contract or tort or otherwise, towards the Contractor or any third party, upon termination of the contract.
- Upon termination of the contract, the Contractor shall immediately:-
  - a) Remove its manpower deployed on performance of services pertaining to the Contract;
  - b) cease all further work, except for such work as the EDC, Sitapur may specify in the “Order for Termination” for the sole purpose of protecting that part of the facilities already executed, or any work required to leave the site in a clean and safe condition;
  - c) remove all Contractor’s equipment from the site, repatriate the Contractor’s and its subcontractors’ personnel from the site, remove from the site any wreckage, rubbish and debris of any kind, and leave the whole of the Site in a clean and safe condition; and
  - d) deliver to the EDC, Sitapur the parts of the facilities executed by the Contractor up to the date of termination
  - e) to the extent legally possible, assign to the EDC, Sitapur all right, title and benefit of the Contractor to the facilities as of the date of termination, and, as may be required by the EDC, Sitapur, in any subcontracts concluded between the Contractor and its Subcontractors; and
  - f) Deliver to the EDC, Sitapur all non-proprietary drawings, specifications and other documents prepared by the Contractor or its Subcontractors as at the date of termination in connection with the facilities.
  - g) . The EDC, Sitapur shall have the rights to recover from the Contractor any loss or damage occurred to the property/ items/ materials/ equipment etc. of the EDC, Sitapur, due to any act of Contractor or its personnel.

#### 17. Corrupt or Fraudulent Practice(s)

17.1 The EDC, Sitapur requires that the bidders observe the highest standard of ethics during the procurement and execution of the Contract(s).

17.2 In pursuance of this policy, the EDC, Sitapur defines, for the purposes of this provision the terms set forth below as follows:

- Corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of an official/employee involved in the procurement process or in execution of the Contract.
- Fraudulent practice” means misinterpretation of facts or information in order to influence the procurement process or the execution of Contract to the detriment of the EDC, Sitapur, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the EDC, Sitapur of the benefits of free and open competition.
- The EDC, Sitapur will reject a bid or cancel the Contract if already placed, if it determines that the bidder recommended for Award or on whom the Contract/Award has already been placed has engaged in corrupt or fraudulent practices in competing for the Contract/Award in question.
- The EDC, Sitapur may declare a bidder ineligible for issue of Contract/Award, either indefinitely or for a stated period of time, if it any time determines that the bidder has engaged

in corrupt or fraudulent practices in competing for or in executing an earlier Contract of the EDC, Sitapur

### **18. Miscellaneous**

In case, any penalty is imposed by the regulator/ government/ any other judiciary or compensation thereof, as decided by the concerned authority, on the EDC, Sitapur related to services/ scope of work as per this Bid document, then the same shall be passed on to the Contractor.

### **TECHNICAL SPECIFICATION & SPECIAL CONDITIONS FOR WORKS AND CONTRACTOR'S RESPONSIBILITY**

These special conditions shall be read as construed along with annexed "Conditions of Contract Form-A as modified by provisions hereof but if thereby any conflict/inconsistency between the provisions hereof & those contained in the conditions annexed, the provisions contained in the Special Conditions shall prevail.

**Scope of work** – Tender for execution of work of developing electricity distribution network to providing electric connection to resident of undeveloped/electrified colonies in compliance of notification No. UPERC/SECY/Regulations/ supply code/2017 Dt.21-08-2017 of Hon'able Electy. Regulating Authority, U.P. under the jurisdiction of EE, EDD-I/II/Biswan/Mahmoodabad/ETD, Sitapur. Tender No. .... **due for opening of Part-I** .....

The Scope of this contract covers taking out, materials loading at site store, transportation, unloading and proper stacking of materials at site .

- i. The contractor should see the route of line before starting construction work and satisfy himself to ensure that Indian Electricity Rules could be followed strictly as per package work.
- ii. The contractor should see the route of line before starting construction work and satisfy himself to ensure that Indian Electricity Rules could be followed strictly.
- iii. All the points where supports are to be erected shall be clearly marked by the Contractor and approval for proposed support points shall be obtained from the competent Authority@ Representative of Board before taking up construction work.
- iv. The work shall be carried out strictly in accordance with the UPPCL Practices/RESPO Drawing/Directions of the Board's Representative and should comply prevailing Indian Electricity Rules/Acts.
- v. The clearance of the various conductors from the ground or 33KV/11KV/L.T./ Carrier/P&T lines or binding etc. shall be maintained as per latest Indian Electricity Rules depending upon the nature of voltage of the lines.
- vi. The minimum separation distance between Power & Communication Circuits shall be maintained as per existing rules & regulations at the time of execution of the work, when both are running in parallel/crossing.
- vii. The Railway crossing shall be carried out as per rules/regulations/procedure issued by Railway Authority form time to time.
- viii. No jointing in conductor or guard wire shall be permitted before & after one span of crossing span of road, Railway tract, communication circuits and power lines.
- ix. Approval for crossing of railway track and telecommunication circuits shall be arranged by the Board from the railway authorities & PTCC respectively and all cost on this account shall be borne by the Corporation.
- x. The crossing of houses shall not be permitted and minimum clearance as per Indian Electricity Rules shall have to be strictly followed by the contractor.
- xi. The contractor shall be given material by the corporation representative for each job, which will acknowledge and arrange to submit detail utilization of material used on work and balance return to store immediately after completion of each work.
- xii. The contractor shall be entirely responsible for safe keep of the materials given to him till completion of work to the satisfaction of Board's representative and balance returned to the representative of the Corporation for final accounting. The materials shall be kept only at dump sites decided by the Supervising Authority safely.
- xiii. The contractor shall exercise all possible care to avoid damage to public utility services i.e. water/sewage pipe. Telephone, telecommunication and power cable already laid in the ground. If any accidental damage occurs to these during works, the contractor shall inform Corporation representative about the damages.

The contractor will have to repair/replace free of cost all the damages occurred during execution of works in the shortest possible time..

- xiv. The contractor shall arrange at his own end all the proper tools and equipments and testing facilities etc. necessary for the work.
- xv. The contractor shall make adequate arrangement (particularly sufficient manpower) for proper handling of rail/ST Pole/PCC pole and conductor drums and ensure that no kinks etc are made in the conductor and conductor are not damaged in any way what so ever.
- xvi. The contractor shall preserve the bricks, stone slabs etc. taken out of payment due digging out of pits and will hand over the same to the representative of corporation after backfilling the pit. However, the reinstatement work shall be done by the contractor.
- xvii. The contractor shall keep the conductor empty drums secured in reasonable good conditions and return the same to Corporation representative after sagging of conductor. The Contractor will also return minimum 80% of empty cement bags after completion of work.
- xviii. The contractor shall be solely responsible for any losses/thefts/damages/accidents to the materials taken from corporation as long as the works given herein are completed to the satisfaction of Corporation Representative and accordingly shall have to keep adequate watch and ward to avoid any losses/damage/accidents/thefts etc. to the materials of Corporation.
- xix. The contractor shall be solely responsible for any losses/damages to the persons working with/under him and shall have to pay due compensation in accordance with prevailing rules/regulation of Govt./Contractor shall arrange to have group insurance for labours engaged by him and shall have to pay due compensation in accordance with the same. The Corporation will bear no responsibility for the compensation to his labour in case of any accident. He will also be required to produce Licence for engagement of the Labours from Labour Department, U.P. Government.
- xx. No compensation for idle labours shall be admissible to the Contractor on account of stopping of work due to non-availability of any material/fund/shutdown/ permission from P.T.C.C./railway/Govt. Department or any other force major conditions beyond the control of the Corporation. However, the contractor shall be given necessary extension in completion period accordingly.
- xxi. While construction work is in progress, the contractor shall have to provide lightening arrangement, Sign Boards etc. or necessary precautionary materials/arrangements so that accidents/damages/losses to the public/man power of contractor/corporation etc. are avoided.
- xxii. All charges on account of damages/losses/claims/theft etc involved under the conditions laid down above shall be borne by the contractor, if paid by the corporation shall be recovered from the contractors bill/security deposit.
- xxiii. The contractor is required to abide by the provisions of the labour/industrial loss such as payment of minimum wages to the work man/labour engaged by him for execution of work.
- xxiv. In case of any damages/losses/claim/theft etc to the property of the corporation, the contractor will have to make good the same on his own expenses immediately on the rates prevailing at that time, otherwise the same shall be debatable from his bills/security deposits.
- xxv. Six copies of sketches/drawings showing the route of the line along with essential data will have to be submitted by the contractor immediately after testing and commissioning of line.
- xxvi. The erection and construction of the overhead line shall have to be done to the entire satisfaction of Corporation representative supervising the line. Defects pointed out from time to time will have to be set right by the contractor immediately at his own cost. If contractor fails to do so, the Corporation will be at liberty to carry out the work to remove such defects from other agency and expenses so incurred shall be deducted from the contractor's bill/security deposit.
- xxvii.** The provisional quantity (ies)/ amounts of various types of works for the proposed works are given in the schedule, however the individual quantities may vary to any extent consequent to actual execution of work. However, the total variation may be ( $\pm$ )10 %..
- xxviii. Any fittings/accessories/equipments/apparatus/materials which might have not been mentioned in the tender specification, but which are usual and necessary for completion of such work as per relevant ISS shall be provided by the contractor without any extra cost.
- xxix. The conductor/Guard wire shall be pulled on snatch block provide on each X-arms of the supports during tensioning operations. Before tensioning, it shall be ensured that no kinks etc., are existing in the

conductor/Guard wire. The final sag of conductor shall be conform to Sag Chart for corresponding temperature and span length before clamping the conductor without releasing the tension.

- xxx. In case of Road/Railway track/Telecommunication Circuits/power line crossing, the distance between lacing shall be maintained approx. 610mm. The cross lacing shall be done by G.I. wire no. 8/6 SWG.
- xxxi. For pole erection-digging of pit roughly 1/6 length of a support shall be planted under the earth. In bottom provision of stone pad should be made.
- xxxii. Stay support – Grouting of stay shall be carried out as per drawing. To avoid any hindrance distance must be maintained with its proper grouting by cement, sand and brick ballast 1:4:8.
- xxxiii. Earthing of supports should be done by MS earthing rod below the ground level and one GI wire no.10 SWG shall be connected with lugs to the top of earthing rod and other end to cross arm supports.
- xxxiv. Stringing and Sagging of conductors/GI wires shall be done as per RESPO norms/Indian Electy. Rules. Conductor shall be supplied by the deptt.
- xxxv. Supports for single pole should be as per Deptt. Norms/RESPO specification with grouting by cement ,sand and brick ballast 1:4:8. Support shall be supplied by the deptt.
- xxxvi. Painting of poles, fencing, fittings should be done by one coat of primer and 2 coat of red oxide/approved paints pas per Deptt. Norms.
- xxxvii. Fabrication and erection of wiremesh fencing 2.5 meter height with retaining wall , including grouting of fabricated MS Angle 65x65x6 mm for support ( 5 in1Sub station ) . Painting of fencing and support with all material as per specification . The complete 11/4 KV Sub station with DP shall be provided with 2.5 meter height , 16 running meter fencing of 2 meter height all round with retaining wall as per drawing with one No gate having proper locking arrangement . The fencing shall be made of 50x25 mm 10 gauge rectangular type of wiremesh , wiremesh shall be fixed on pannel made of 50x50x6 mm MS Angle iron , the wiremesh on Pannel will be supported by 25x3 mm MS Flat on all the bracing diagonally and 50x6 mm MS Angle iron horizontally at the centre of the pannel . The pannel will be jointed by bolts and nuts of appropriate size with each other and on the main support on the corner.
- xxxviii. Construction of Masonary type Distribution Pillar of size 1x1.5x2.5 mtr. With supply & fixing of fabricated 4 nos.(doors(2ft.x4ft.) made of BP sheet of 18 SWG with locking arrangement,2 nos. Straight MS angle 50x50x6mm (1800mm long), 2 nos. 500 Amp , 3nos. 300 Amp henely Type Tailless Fuse unit , 3 Nos. copper bus bar of size 1000x50x6 mm and one No. aluminium busbar 1000x50x6 mm including all civil material required for work.
- xxxix. Pipe type earthing with 20 mtr deep boring and providing GI pipe 1" dia (20 mtr GI pipe ) and GI Strip 25x5 mmx6 meter long attached with clamps, L Piece , nut & bolts and GI Pipe Cap. All material shall be supplied by the contractor.
- xl. Construction of transformer plinth of size 2x2x1.2 meter with supply fixing 2 Nos MS Channel of size 125x65 mm.
- xli. Stringing of 11 KV Line on ACSR Dog/ Racoon/Rabbit/Weasel Conductor 3 phase 3 wire with Guarding: During stringing operation, proper safety and precautions shall taken to avoid damages in conductors and earth wires (conductors and guard wire will be provided by the corporation).The conductor/Guard wire shall be pulled on Snatch pulley provided on each pole during Tensioning, it shall be ensured that no Kinks etc. are existing in the conductor/earth wire. The final sag of conductor shall be conform from the Sag Chart for the corresponding temperature and span before clamping the conductor without releasing the conductor. Two Hexagonal Guards will be provided in each span of L.T. line.
- xlii. Stay of supports: The grouting of stays (to be provided by the Corporation) shall be carried out at per RESPO drawing no. RES-15. The distance of stay point form the support shall be so selected that when stay is set, it shall have correct inclination when two or more stays are to be provided on the same.
- xliii. Erection of Fly Stay Set on S.T.Pole: The grouting of stays ( to be provided by the corporation) shall be carried out as per RESPO drawing no. RES-16. The distance of stay point from the support shall be so selected that when 2 or more stays are to be provided on the same, alongwith 2 nos. stay clamp and 2 nos. Fly wires.
- xliv. A) L.T. Tee Off Fittings: Proposed L.T. Line will be tapped from existing L.T. support by providing 6nos. L.T. Clamp, 5 nos. shackle Insulator, 5 Nos. L.T. Shackle strips along with proper size of bolt and Nuts.

- xliv. B) 11 KV Tee Off Fitting: Proposed 11 KV line will be tapped from existing 11 KV, D/ Pole by making Tee-Off. One Channel X Arm along with Guarding Angle will be fitted by P.P. & clamp of proper size 3 Nos. 11 KV Disc Insulators & 3 Nos. Disc fittings will also be fitted on pole for stringing of proposed 11KV Line.
- xlvi. Fabrication of Supports and Accessories: All the supports/X-arms and accessories etc. ( to be provided by the corporation) fabrication/drilling work shall be carried out as per RESPO specification/design to the entire satisfaction of the Representative of the corporation.
- xlvii. Grouting/Concreting of supports: The Supports shall be grouted with 1:4:6 Cement, Brick Ballast, sand Mixture in case of supports in Wet Loc. The aforesaid civil materials shall be provided by the Corporation. The mixture shall be properly mixed with water from bottom end of the supports. The foundation of size 450x450mm shall be provided with the held of steel or wooden formers. The plinth shall be minimum 300mm. Above ground level. After setting of the concrete, the formers should be removed and Earth be back filled in the pits which should be well rammed. In layer of 150mm concreting & construction of special Plinth shall be executed as per schedule & sizes of the same in accordance with UPPCL specification/practices. Proper curing as required will also be done.
- xlviii. **TECHNICAL SPECIFICATION OF MATERIALS**
1. TorBar:-Mild Steel Bar 10mm.
  2. Bolts & Nuts 65x16mm:-M16Hex Bolts M16x65 N IS:1363, Bolts & Nuts must be tested as per IS :-1367-1967 or latest version thereof. Bolts should be fully threaded.
  3. Bolts & Nuts 100x16mm:-M16Hex Bolts M16x100 N IS:1363, Bolts & Nuts must be tested as per IS :-1367-1967 or latest version thereof. Bolts should be fully threaded.
  4. Stone Pad:- Made of good quality of ordinary hard stone of size 450x450x100mm
- Aluminium Paint:- Aluminium Paint as per IS: 3349  
 Post Office Red Paint:- Post office red paint as per IS:2934.  
 LT PVC Cable Single core 50 mm:- LT PVC Cable must be good quality of PVC and flexible having good insulation and wires should be of standard quality also as per IS 1544 ( Part I )  
 LT PVC Cable 3 ½ x 240/400 sqq.mm:- LT PVC Cable must be good quality of PVC and flexible having good insulation and wires should be of standard quality and also as per IS 1544 ( Part I )  
 Aluminium Crimping Lug 240/400/120 sqmm mm:- should be made of good quality of Aluminium suitable for 240/400 sq. mm cable crimping.  
 P.P. Clamp for S.T. Pole 5x1/2 “ dia:- Clamp should be made of MS flat of size 75x10mm along with bolts & nuts duly painted suitable for 5x1/2” dia steel tubular pole.  
 M.S. washer 5/8” dia (16mm):- Mild Steel Washer 5/8”  
 M.S. washer 3” dia (75mm):- Mild Steel Washer 3”ISI Mark.  
 M.S. Pipe 4” dia (100mm);- Mild Steel Pipe 4” dia ISI Mark.  
 C.I. Earth Plate 450x450x12mm:- Cast Iron Earth Plate of size 450x450x12mm.  
 Empire Cloth;- Empire Cloth of good quality.  
 C.I. Pipe 1.33” dia:- Galvanised Iron Pipe 1.33” dia,2.9mm thick ISI Mark.  
 F- Clamp:- Should be made of 50x6mm MS Flat as per sample duly painted with red oxide paint.  
 Top Channel:- should be made of 100x50x6x1300 mm of MS flat.  
 Guarding Angle :- should be made of 65x65x6x1200 mm MS flat.  
 Plastic Compound:- Should be of good quality ISI mark.  
 M.S. Pipe 6” dia (150mm):- Mild Steel Pipe 6”dia ISI Mark.  
 Gun Metal Clamp for MOCB:- These clamps should be made of gun metal provided with bolts& nuts, washers and cleanly & smoothly finished as per sample.  
 Gun Metal Clamp for Isolator:- These clamps should be made of gun metal provided with bolts& nuts, washers and cleanly & smoothly finished as per sample.  
 Gun Metal Clamp for C.T.:- These clamps should be made of gun metal provided with bolts & nuts, washers and cleanly & smoothly finished as per sample.  
 Gun Metal Clamp for Transformer:- These clamps should be made of gun metal provided with bolts& nuts, washers and cleanly & smoothly finished as per sample.

G.I. Pipe 3" dia (75mm):- Galvanised Iron Pipe 3" dia,2.9mm thick ISI mark.

Stay Clamp for 105 lbs. Rail:- Clamp should be made of MS flat of size 75x10mm along with bolts& nuts duly painted as per sample suitable for 105 lbs. Rail.

Copper Strip(50x6mm):- Electrolytic Copper Strip 50x6mm as per ISS: 1987/71.

Danger Board With Clamp:- Danger Board 9"x9" size plate of 8 SWG with White Enamel Painted written with Red Paint having " DANGER" sign. Clamps should be made of MS Flat of size 75x10mm suitable for round pole 5x1/2" dia.

Salt Ordinary :- Ordinary Crystal Salt.

Charcoal :- Charcoal Of Imli Wood.

PVC Tape:- PVC Tape of standard quality ISI Mark.

Empire Tape:- Empire Tape of standard quality ISI Mark.

Earth Strip :- It should be Hot Dipped Galvanised Iron Earthing Strip of size 33x6mm.

L.T. Clamp for Round Pole 4x1/2" dia:- L.T. Clamp should be made of MS Flat of 50x6mm with bolts& nuts.

Stay Clamp For Round Pole:- Clamps should be made of MS Flat of size 50x06mm along with bolts nuts duly painted as per sample suitable for STP of 5x1/2" dia.

Aluminium Lugs 1000/633/400/240/120/70/50 Sq. mm:- Should be made of good quality of Aluminium Suitable of different sq. mm cable crimping.

Cable Holding Clamp for round pole;- Special Type cable/pipe holding clamp should be made of MS Flat of size 50x6mm suitable for pipe and cable of size 3" dia with bolts & nuts of appropriate size duly painted with Red Oxide.

P.P. Clamp for 105 Lbs. Rail:- Clamp should be made of MS Flat of size 75x10mm conforming to IS:336. The Clamp should also have holes suitable for 16mm bolts as their both ends. Two numbers Hexagonal Bolts & nuts of size 75x16mm are also to be provided with clamp. The clamp should be duly painted with Red Oxide

Reverse Clamp for 105 Lbs. Rail:- Clamp should be made of MS Flat of 65x10mm as per sample. Clamps should be duly painted with Red Oxide Paint, provided with bolts & nuts.

E-Clamp:- E- Clamp should be made of MS Flat of 65x10mm as per sample. Clamps should be duly painted with Red Oxide Paint, provided with bolts & nuts.

D-Shackle:- These D-Shackle are required for Suspension Insulator String. These should be made of 16mm bus bar of Mild Steel with MS bolts & nuts and should be as per sample.

Stone Slab:- Stone slab of size 2 feetx0.5 feetx2.5 inch made from Hard Stone.

Bolts & Nuts:- M16 Hex Bolts M16x175 N IS: 1363 Bots 7 nuts must be tested as per IS 1367-1967 or latest version there of. Bolts should be fully threaded.

Cable Holding Clamp for 105 Lbs. Rail:- Special type cable/pipe holding clamp should be made of MS Flat of 50x6mm with bolts & nuts duly painted with Red Oxide suitable for 105 Lbs.Rail .

xlix. **Garantee Period:** Guarantee period of six month for the satisfactory performance of the work reckoned from the date of completion.

**i. Contract Performance Guarantee:-**

**The Contract performance Guarantee Shall be 10% of the Contract Value of the tender Specifications and in the from of RTGS/NEFT/FDR/Bankers Cheque/BG (From a Scheduled bank) only. In any case, the successful bidder shall not be allowed to deduct CPG amount from their running bill and the are required to submit valid & requisite Contract performanc Guarantee..**

ii. **Period of Completion:** On getting instructions from Corporation or his authorized representative, the work shall have to be completed within stipulated time from the date of agreement subject to availability of store materials. The specified date for completion of work is 180 days.

lii. **Period of Agreement:** The agreement shall remain valid for a period of one year from the date of LOI/Agreement whichever is earlier and can be extended on mutual consent.

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

liv. **Taxes-** GST extra as legally applicable.

- lv. **Payment Terms:** On certified measurement of work done by the contractor, running payment for each size (qty) or work done under price schedule not more than twice a month, shall be made by EE, EDD-I/II/Biswan/Mahmoodabad, **Sitapur**.

**Progressive payments (Erection):**

**1.1. First Installment (90%) :** Ninety percent (90%) payments against Erection contracts shall be paid on erection, testing and commissioning of works and on submission of documents indicated herein under:

- a. Unconditional acceptance of the Letter of Award and signing of contract agreement by the Contractor.
- b. An unconditional & irrevocable Bank Guarantee for ten percent (10%) of the total Contract price towards Contract Performance Guarantee (CPG) in accordance with proforma attached. The said bank guarantee shall be valid upto ninety (90) days after expiry of the Warranty Period and shall be extended from time to time till ninety (90) days beyond successful completion of warranty period, as may be required under the Contract.
- c. Certified copy of Insurance policy/Insurance Certificate.
- d. Contractor's GST invoice
- e. Material reconciliation statement consisting of the materials utilized for erection, testing & commissioning.
- f. Submission of certificate on measurement book by Section Holder/Junior Engineer that materials under consideration have been erected, tested and commissioned as per technical specification, scope of work & approved Drawings/Manuals.
- g. Test check certification on Measurement Book be recorded by officers in hierarchy with the claim as per policy.

**1.2. Second and Final Installment (10%):**

- a. The balance ten percent (10%) of payment against Erection contracts shall be released on successful commissioning of the works in the contract and issuance of Taking over Certificate of the project.
- b. 'Commissioning' for the purpose of payments shall mean satisfactory completion of all supplies, erection, commissioning checks and successful completion of all site tests and continuous energisation of the equipment/ materials at rated voltage as per the Contract and to the satisfaction/approval of the Employer.
- c. On submission of the certificate by the Section Holder/Junior Engineer that the equipment/materials have been erected, tested and commissioned.
- d. On certification by Section Holder/Junior Engineer for validity of an unconditional & irrevocable Bank Guarantee for ten percent (10%) of the total Contract price towards Contract Performance Guarantee (CPG) in accordance with the provisions of Contract. The said Contract Performance guarantee shall be initially valid upto ninety (90) days after expiry of the Warranty Period and shall be extended from time to time till ninety (90) days beyond successful completion of warranty period, as may be required under the Contract.
- e. On certification of Section Holder/Junior Engineer for reconciliation of materials and payments.
- f. On certification of Section Holder/Junior Engineer that assets under the project are created and are taken over by Employer.
- g. Contractor's GST invoice

- lvi. **Prices:** The prices & rates mentioned/quoted in the annexed schedule shall be firm & firm in all respect throughout the currency of contract/agreement.

- lvii. **Others:-** All other Terms & Conditions of From 'A' of UPPCL shall be applicable is respect of the above work. Special terms & condition will prevail in case of any deviation.

**lviii. (A) Definitions:**

(i) **Work Completion Date:** It means the date of completion of work as per Measurement Book/Service Entry Sheet of the respective contract. In respect of supply contracts, the receipt of the material will be considered the work completion date. This is the actual date of work completion, not the scheduled date as per agreement/contract.

(ii) **Bill Due Date:** It means 15th calendar day from the date of completion of work or part of the work, as per the Measurement Book/Service Entry Sheet as certified by Engineer-in-charge of contract.

(iii) **Bill Submission Data:** It means the date on which the physical copy of the bill has been received by the contract in-charge. After implementation of Vendor Bill TFacking System (VBTS) on ERP it would mean the date on which bill is uploaded by vendor on VBTS.

Till implementation of VBTS in ERP, a register will be maintained by contract in-charge for recording receipt of bill, and an acknowledgement of receipt of physical copy of invoice shall be given by contract in-charge to vendor.

For example, if the work completion date as per the contract is 30th April the bill due date for bill submission would be 15th May i.e. 15 days from work completion date.

lix. (iv) If The bill due date or subsequent days are Public holidays then the immediate next working day will be the bill due date.

lx. **(B) Bill Submission by Vendors:**

i. Vendors are required to submit their bills within the bill due date in physical copy while soft copy may be sent through e-mail to the official email ID of the contract in-charge as a matter of precaution and proof. After implementation of VBTS, vendors are required to upload invoices on VBTS.

ii. However, in case of delay beyond the specified bill due date as defined above, penalty as specified hereinafter will be imposed.

lxi. **(C) Penalties for Late submission of Bills by Vendors:**

I. In order to encourage the vendors to submit the bills timely. a token penalty will be charged as follows for delays in the bill submission beyond the bill due date.

Sr.No.	Delay in Bill submission from the bill due date	Penalty on the Delayed Bill Amount (excl. taxes)
1.	01 -15 Days	0.10%
2.	16 - 30 Days	0.50%
3.	31 - 45 Days	0.75%
4.	46 - 60 Days	1.00%

ii. If the delay continues and the Vendor fails to submit the bill within 60 days of the bill due date, a penalty @ 2% of the bill amount (excluding taxes) shall be imposed for bills submitted between 61-180 days of due date and bills will only be accepted with detailed justification in writing and due authorization of the concerned Chief Engineer. He will not have the right to waive the penalty.

iii. Bill submitted after 180 days from the due date shall only be accepted after the permission/approval of Managing Director of the DISCOM and a penalty @ 3% of the bill amount (excluding taxes) shall be imposed in such cases. He will not have the right to waive the penalty.

IV. Bill submitted after 365 days from the due date shall not be accepted under any circumstances.

V. GST is not applicable on the above mentioned penalty as per the circular no 178/10/2022-GST.

lxii. **Explanatory Note to Price Schedule:**(a) The rates of concreting etc. including the cost of all materials except items as mentioned in schedule (b) Carriage of material means, its taking out from factory/store center, loading, transportation up to work site and unloading & its proper stacking of material at work site. All materials to be used for construction, erection energisation of lines shall be supplied by the contractor strictly as per ISS / technical specification/Respo drawing which shall be supervised by Engineer Incharge of the work. In case inferior quality of total/ part quantity of above materials supplied by the firm for execution of work, the same shall be replaced by the firm immediately on free of cost within the period of guarantee.

lxiii. Dispute: For any dispute arising out of contract, Chief Engineer (SZ) Sitapur shall decide & his decision shall be binding on contractor/tendering authority.

**Superintending Engineer**