



**UTTAR PRADESH POWER TRANSMISSION  
CORPRATION LIMITED**

**SUPERINTENDEING ENGINEER**  
ELECTRICITY CIVIL TRANSMISSON CIRCLE,  
UP SLDC CAMPUS, GOMTI NAGAR, LUCKNOW.

E-Tender Notice No.	➤	117/ECTC(L)/2025-26
Name of Work For	➤	<b>Earth Filling at 132 KV S/S Hasanganj, Unnao</b>
Time of Completion of Work	➤	02 Month's
Earnest Money	➤	<b>₹ 28,000/- Only</b>
Name of Contractor/Firm	➤	..... ..... .....
UTR No.	➤	.....
Date	➤	.....
Tender Cost Rs.	➤	<b>₹ 1180/- Only</b>
Date of Opening	➤	<b>17.03.2026</b>

FOR  
EXECUTION OF CIVIL WORKS

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**UTTAR PRADESH POWER TRANSMISSION**  
**CORPRATION LITED**

**SUPERINTENDEING ENGINEER**  
ELECTRICITY CIVIL TRANSMISSON CIRCLE,  
UP SLDC CAMPUS, GOMTI NAGAR, LUCKNOW.

**IMPORTANT INSTRUCTIONS**  
**TO**  
**TENDERERS**  
**FOR**  
**SUBMITTING THE BID**

**Superintending Engineer**

**Contractor**

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**IMPORTANT INSTRUCTIONS TO TENDERERS FOR SUBMITTING THE E-TENDER BID:-**

1. Tenders will be uploaded in two parts on e-portal. Each part shall be in separate box: -

(i) Part-I of e-tender bid:-

- (a) The Part-I of e-tender bid will have full evidences of full filling the Qualifying Conditions, general information about the constitution of the firm as registered under companies act, Technical and financial capabilities particulars and undertaking of validity of his offers for next four months on a non judicial stamp paper of 10.00 (Ten only) Plus 1.00 revenue stamp affixed in the manner prescribed in the tender documents shall be uploaded. Earnest Money and Tender Cost shall be deposited in A/c of SUPERINTENDING ENGINEER, Electricity Civil Transmission Circle, Lucknow, U.P. Power Transmission Corporation Limited, by RTGS/NEFT from any nationalized/ scheduled bank as approved by RBI for **Earth Filling at 132 KV S/S Hasanganj, Unnao...** Technical and Commercial deviation (if any) should also be uploaded in Part – I of the e-tender bid only.
- (b) In case the tenderer being a firm, the “Power of attorney” in the name of the person signing the tender bid duly signed by the managing director of the firm along with Notary Affidavit as required under the “Power of attorney Act” shall also be uploaded fully describing the power delegated and responsibilities given to the authorized person must also be uploaded in part-I of the tender bid. If the firm is a proprietary firm, a Notary Affidavit of this effect with full postal address and activities being carried out should be given.

(ii) Part-II of the e-tender bid:-

- (a) The Part-II of the bid will contain only “Price” offer on the format attached just after the schedule of quantities. The rate and price offer shall be in
  - (i) Percentage above/at par or below the rates given in the tender and the estimated cost of the work given in Bill of Quantity when the rates are provided by the department.
  - (ii) The contractor has to enter his/her rates of items mentioned in the bill of quantity when the rates are not provided by the department.
- (b) The firm or any person in the Board of Director of the firm should not have been black listed by central/state government or any government public sector undertaking. They must submit certificate/declaration to this effect on Notary Affidavit to be uploaded into Part-I of the tender bid.
- (c) Tenderer in whose name this tender is being submitted should be on approved list of Registered contractors of U.P.P.W.D./C.P.W.D./N.H.A.I./ Irrigation/M.E.S./ Railways, any other Central or State Govt. under takings or working contractors of U.P.P.C.L. (now U.P.P.T.C.L.) having experience of execution of similar nature of work of required magnitude in terms of the cost of work within the last Three years as per enclosed Pre-Qualifying Conditions. It may be further noted that the approximate estimated cost of this work is as per the enclosed Bill of quantity, therefore the registration should be valid at least for this amount. A photo stat copy of registration certificate along with authorized amount will have to be enclosed in Part-I of the e-tender bid.
- (e) If any information given by the firm found to be wrong or the firm is found guilty of hiding any untoward facts or document submitted is found false or forged, the tender of firm shall be summarily rejected and proceedings for black listing may be started against such firm.
- (f) In case if there is any discrepancies or difference in the language given above with the details given in the tender documents, the details given above will be final.
- (g) The Agency has to upload the character certificate of their partners / Owners issued by Distt. Magistrate of his District otherwise their Bid will not be considered.
- (h) In case of any discrepancy in the downloaded bid document. The details contained in the original tender document available in the office of SUPERINTENDING ENGINEER, Electricity Civil Transmission Circle Lucknow will be final.

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**FORM OF AGREEMENT**

**(On Non-judicial stamp paper of prescribed amount with One Rupee revenue stamp affixed)**

**(For Successful Bidder)**

This agreement made on the .....day of..... 2026 between (hereinafter referred to as the Contractor) of the one part and the U.P. Power Trans. Corp. Limited. (hereinafter called UPPTCL) of the other part. WHEREAS the UPPTCL is about to erect and maintain the **Earth Filling at 132 KV S/S Hasanganj, Unnao.....** (herein after called the work) mentioned, enumerated or referred to in certain General Conditions, Specifications, Schedules, Drawings, Form to Tender, Covering letter and Schedule of prices which for the purpose of identification have been signed by ..... on behalf of ..... (The contractor) and Er..... SUPERINTENDING ENGINEER E.C.T.C., Lucknow on behalf of the U.P. Power Trans. Corp. Limited and all of which shall form part of this contract as though separately set out therein and are included in the expression (Contract) wherever herein used.

AND WHEREAS the Corporation has accepted the tender of the Contractor for the provisions and execution of the said work for the sum of ₹. .... upon the terms and subject to the conditions hereinafter mentioned.

NOW PRESENT WITNESS and the parties hereto hereby agree declare as follow that is to say, in consideration of the payments to be made to the Contractor by the UPPTCL as hereinafter mentioned the Contractor shall duly provide the plan for said works and things in the contract mentioned or described or which are implied there from or therein respectively or may be reasonably necessary for the completion of the said works within and at the time and in the manner and subject to the terms, conditions and stipulations mentioned in the said contract.

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

IN WITNESS WHEREOF the parties hereto have signed this here under on the dates respectively mentioned against the signatures of each.

Signed  
(Date)

Signed  
(Date)

(for and on behalf of the UPPTCL)  
By SUPERINTENDING ENGINEER  
Electricity Civil Transmission Circle Lucknow

(Contractor)

In the presence of

1. ....
2. ....

# APPLICATION FROM TENDERER

(On a Non-judicial stamp paper of Rs. 10.00 plus Rs. 1.00 revenue stamp affixed)

## AGREEMENT

**Tender Invited by** : - SUPERINTENDING ENGINEER, Electricity Civil Transmission Circle, Lucknow.  
**Tender for** : - **Earth Filling at 132 KV S/S Hasanganj, Unnao...**  
**E-Tender Notice No.** : - 117/ECTC(L)/2025-26  
**Opening date** : - 17.03.2026  
**Name of Tenderer** : .....

In consideration of the U.P. Power Transmission Corporation Limited having treated the tenderer to be eligible. Whose tender may be considered, the tenderer here-by agree to the condition that the proposal to the above invitation shall not be withdrawn within four months from the date of opening of the tenders and also to the condition that thereafter. If the tenderer withdraws his/their proposal within the said period the Earnest Money ₹. 28,000.00/- only deposited by him/them may be forfeited to the U.P. Power Transmission Corporation Limited on the discretion of the Engineer of the contract.

Signed on Date .....this day of 2026

SIGNATURE OF TENDERER

Full name .....  
Address .....  
.....  
.....

WITNESS :-

1. ....
2. ....

**WORKING EXPERIENCE AND FINANCIAL CAPACITY FOR  
EXECUTION OF CIVIL WORKS**

**A Working: Experience for last 7 years**  
**(As per Pre-qualification Criteria)**

Sl. No	Name of the work	Cost	Date of Start / Completion	Total time of completion Sch./Actual	Name & address of Offices under whom work was executed with certificate
I.	2.	3.	4.	5.	6.
		Copy	Enclosed		

- Note :-**
- 1- Testimonials in support of the above, may be submitted from officer not below the rank of SUPERINTENDING ENGINEER.
  2. Attach additional paper if details are not covered in this table.

**B. Position of Last Income Tax Clearance**

**C. Financial Capacity of Contractor**

(Give Banker's Name and there certificate of capability to execute the work)

**SIGNATURE OF TENDERER**



**UTTAR PRADESH POWER TRANSMISSION**  
**CORPRATION LIMTED**

**SUPERINTENDEING ENGINEER**  
ELECTRICITY CIVIL TRANSMISSON CIRCLE,  
UP SLDC CAMPUS, GOMTI NAGAR, LUCKNOW.

**GENERAL CONDITIONS OF CONTRACT**  
**FOR WORK**

**Earth Filling at 132 KV S/S Hasanganj, Unnao...**

**Superintending Engineer**

**Contractor**

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## GENERAL CONDITIONS OF CONTRACT

1. The Contract means the documents forming the tender and acceptance there of and the formal agreement executed between SUPERINTENDING ENGINEER, Electricity Civil Transmission Circle, Lucknow on behalf of the U.P. Power Transmission Corporation Ltd. and the Contractor, together with the documents referred to therein, including these conditions, the specifications, designs, Drawings and Instructions issued from time to time by the Engineer-in-charge and all these documents taken together shall deemed to form one contract and shall be complementary to another.
2. In the contract the following expressions shall, unless the context otherwise requires, have the meanings here with respectively assigned to them :-
  - (a) The U.P. Power Transmission Corporation Ltd. shall mean the U.P. Power Trans. Corp. Limited and with its head quarter office at 14- Ashok Marg, Shakti Bhawan, Lucknow.
  - (b) The M. D. shall mean the Managing Director, U.P. Power Transmission Corporation Ltd., Lucknow or his successors or assigns.
  - (c) The Chief Engineer shall mean the Chief Engineer (Civil) Trans-II, 9<sup>th</sup> Floor Shakti Bhawan Extn., 14-Ashok Marg, Lucknow.
  - (d) The Contractor shall mean the individual or firm or company whether incorporated or not, undertaking the works and shall include the legal personal representatives of such individuals or the persons composing such firm or company or the successors and the permitted assigns of such individual or firm or company.
  - (e) The works or work shall, unless there be something either in the subject or context repugnant to such construction shall be construed and taken to mean the work by or by virtue of the contract to be executed, whether temporary or permanent and whether original, altered substituted or additional.
  - (i) The site shall mean the land of other places on into or through which work is to be executed under the contract or any adjacent land, path or street, through which work is to be executed under the contract or any adjacent land, path or street which may be allotted or used for the purpose of carrying out the contract.
  - (g) **Engineer of the contract:**  
Engineer of the contract shall mean the SUPERINTENDING ENGINEER, Electricity Civil Transmission Circle, Lucknow, who will place the order & execute contract agreement and has been vested with such powers by U.P. Power Trans. Corp. Limited.
  - (h) The Engineer-in-charge shall mean the Executive Engineer, Electricity Civil Transmission Division, (**Concerned Division**), who will be authorized in writing by Engineer of contract to supervise the work & be in charge of work.
  - (i) The department shall mean the U.P. Power Trans. Corp. Limited.
  - (j) The Estimated cost shall mean the cost of the work or works as estimated on the basis of the scheduled rates in force and given in the Bill of qty. enclosed with the tender.
  - (k) **Tender Documents:**  
The tender documents shall include conditions of tendering, Special and general conditions of contract. Technical specification, schedule of items. Tender Drawing if any, to any or all these documents. These documents are complementary and any work called for by one is as binding upon the parties as if called for by all. They are intended to comprise everything necessary for the complete Execution of the work even though specific reference may not be made to all details of labour and materials or labour and materials required.
  - (l) **Tenderers:**  
The party or parties submitted offer for the execution of work covered by the Tender Documents.
  - (m) **Tender Drawing:**  
The term Tender Drawings refers to the drawings made part of the Tender Documents.
  - (n) **Detailed Drawings:**  
This shall mean the drawings prepared for the purpose of clarifying the work furnished from time to time or approved in writing by the competent Engineer.
  - (o) **Month:**  
Month shall mean the calendar month.
  - (p) **Letter of intent:**  
The letter of intent shall mean the letter conveying the acceptance of the tender subject to such reservation as may have been stated therein.
  - (q) **Writing:**  
Writing shall include any manuscript, typewritten or printed statement, sketches or drawing to convey information or instructions, under or over the signature or seal, as the case may be, words importing singular only shall also included the plural and vice versa where the context required.
  - (r) **Terms of Approval, Judgment or Direction**  
When the words ' Approval' subject to 'Approval' 'satisfactory' 'Equal' to As Directed where Directed when Directed Determined By Accepted Permitted etc. are used the approval judgment direction etc. implied is understood to be a function of the Engineer and/or the Engineer-in-charge and shall have the same effect of it performed by the corporation.
  - (s) **Manufacturer:**  
The term manufacturer used therein refers to the party proposing to design, and or manufacturer the equipments and material as complete or in part.
  - (t) **Plant Equipment work or works :**  
Plant equipment stores work or works and factory shall mean and include plant and materials to be provided and work to be done by the contractor under the contract.
  - (u) **Constructional Plant:**  
Constructional plant shall mean all appliances or things of whatsoever nature required or about the execution completion or maintenance of the works or temporary works but does not include materials or other things intended to form of forming part of the permanent work.

(v) **Temporary Works:**

Temporary works shall mean all temporary works or every kind required in or about the execution completion or maintenance of the work.

Words importing the singular number include the plural number and vice versa.

**Clause 1-** Corporation at the time of making any payment to the contractor shall deduct 10% security amount from their every bills.

If the security is furnished in the form of guarantee bonds, the bank guarantee shall be in the name of concerned "Executive Engineer, Electricity Civil Transmission Division (Concerned Division) which shall be valid for the period till which the agreement is not finalized (Including Time Extension, If Any). The bank guarantee shall be released only after written consent of Engineer In Charge after approval from EOC.

The amount of the Security money shall, if not withheld on account of breach of contract, be refunded after a minimum of six months of the date of the completion of the work or a period as specified in tender notice, whichever is later or as decided by the Engineer of the contract.

Provided that in case the final bill is not made within six months of the completion of the work 50% of the amount of the Security money can be refunded with the prior approval of the authority next higher to the Engineer of the contract on behalf of the Corp. when final measurements of work are taken and work approved by the Engineer of the contract.

All compensation or other sums of money payable by the Contractor to Corp. under the terms of this contract shall be deducted from, or paid by the sale of a sufficient part of his security deposit or from the interest arising there from or from any sums which may be due or may become due to the Contractor by Corp. or any account whatsoever; and in the event of his security deposit being reduced by reason of any such deduction or sale as aforesaid, the Contractor shall within ten days thereafter make good in cash or Government Securities endorsed as aforesaid any sum or sums which may have been deducted, from, or raised by sale of his security deposit or any part thereof.

**Clause-2** The time allowed for carrying out the work as entered in the tender shall be strictly observed by the Contractor and shall be reckoned from the date of start on which the order to commence work is given to the Contractor. The date of start shall be given by Engineer of the Contract within a reasonable time which will ordinarily be 07 days in case of minor works and 15 days in case of major works the date of issue of letter of intent accepting the tender. Any failure on the part of the Corp. in making order for commencement of work within reasonable time, will not be considered as breach of Contract. If the Contractor commits default in commencing the execution of work as aforesaid Corp. shall without prejudice to any other or remedy be at liberty to forfeit the earnest money absolutely. The work shall throughout the stipulated period of the Contract be proceeded with all due diligence (time being deemed to be the essence of the contract on the part of Contractor

\*\*And further, to ensure good progress during the execution of the work, the Contractor shall be bound, in all cases in which the time allowed for any work exceeds one month, to complete **25%** of the value of work within **one fourth** of contract time, **60%** of the value of work within **half** of the contract time, **85%** of the value of work within **three fourth** of the contract time and whole work within the contract time. In the event of the contractor failing to comply with this condition he shall be liable to pay as compensation at the rate of 0.5% per week or such smaller amount subject to a maximum of 10% of total contract value as the SUPERINTENDING ENGINEER of the Contract (whose decision in writing shall be final) may decide on the said estimated cost of the whole work for **every week** that the due quantity of work remains incomplete, provided that before taking action under this clause the Engineer of the Contract, shall give a notice of 15 days in writing to the Contractor and provided always that the entire amount of compensation to be paid under the provisions of the clause shall not exceed the maximum amount of security i.e. 10% of the estimated cost of the work.

\*\*To be treated as deleted in all cases when the time allowed for completion does not exceed one month.

**Clause 3 :- (1)** The Engineer of the contract or the Engineer-in-charge shall have the power, to determine the contract in any of the following cases -

- (a) If the Contractor having been given by the Engineer of the contract a notice in writing (himself or by the Engineer-in-charge or communicated through the Sub-Circleal Officer / Assistant Engineer shall be conclusive evidence) rectify, reconstruct or replace any defective work of any work damaged by any reason whatsoever or that the work is being performed in any inefficient or otherwise improper or unworkman like manner, shall omit to comply with the requirements or such notice for a period of Seven days of such notice or if the Contractor delay or suspend the execution of the work so that either in the judgment of the Engineer-in-charge (which shall be final and binding) he will be unable to secure completion of the work by the schedule date of completion or he has already failed to complete the work by that date.
- (b) If the Contractor being a company shall pass a resolution or the Court shall make an order that the Company shall be wound up or if a receiver or a Manager on behalf of a creditor shall be appointed or if circumstances shall arise which entitled the Court or Creditor to appoint a receiver or Manager which entitle the Court to make a winding up order.
- (c) If the Contractor commits breach of any of the terms and conditions of this contract other than those mentioned in Sub-Clause (a) above.
- (d) If the Contractor commits any acts mentioned in Clause I here of.

(2) When the Contractor has made himself liable for action under any of the cases aforesaid the Engineer of the contract or the Engineer-in-charge shall have right to adopt anyone or more of following courses as he may deem best suited to the interest of Corporation, besides such others rights which may be available under other provisions of law.

- (i) To determine and rescind the Contract as aforesaid (of which termination or rescission notice in writing to the Contractor under the hand of the Engineer-in-charge or communicated through the Sub-Circleal Officer/Assistant Engineer shall be conclusive evidence). Upon such determination or rescission the security deposit of the Contractor shall be liable to be forfeited and shall be absolutely at disposal of the Corporation.
- (ii) In the labour is employed & paid by the Department and to supply materials to carry out the works or any part of the work debiting the Contractor with the cost of the labour and the price of the materials (of the amount of which cost and price the certificate under the hand of the Engineer-in-charge or communicated through the Sub-Divisional Officer / Assistant Engineer shall be final and conclusive against the Contractor) and crediting him with the value of the work done in all respects in the same manner and the same rates as if it had been carried out by the Contractor under the terms of his contract. The certificate of the Engineer-in-charge as to the value of the work done shall be final and conclusive against the Contractor, provided always that action under this sub-clause shall only be taken after giving notice in writing to the

Contractor Provided also that if the expenses incurred by the Department are less than the amount payable to the Contractor as per this agreement rates the difference shall not be paid to the Contractor.

- (iii) After giving notice to the Contractor to measure up the work of the Contractor and to take such part there of as shall be unexecuted out of his hand and to give it to another Contractor to complete, in which case any expenses which may be incurred in excess of the sum which would have been paid to the original Contractor if the whole work had been executed by him (of the amount of which excess the certificate in writing of the Engineer-in-charge shall be final and conclusive) shall be borne and paid by the original Contractor and may be deducted from any money due to him by the Corp. under this Contract or on any other account whatsoever or from his security deposit or the proceeds of sales there of or a sufficient part thereof as the case may be.

(3) In the event of anyone or more of the courses mentioned in sub-clause (2) above being adopted by the Engineer-in-charge the Contractor shall have no claim to compensation for any loss sustained by him by reason of this having purchased or produced any materials or entered into any engagements or made any advances on account or with a view to the execution of the or the performance of Contract. And in case action is taken under any of the provision aforesaid, Contractor shall not be entitled to recover or be paid any sum for any of the work therefore, actually performed under this contract unless and until the Engineer-in-charge has certified in writing the performance of such work and the value payable in respect thereof and he shall only be entitled to be paid the value so certified.

**Clause 4 -** In any case in which any of the power conferred upon the Engineer of the Contract on behalf of the UPPTCL the Engineer-in-charge by Clause 3 here of shall have become exercisable and the same are not exercised the non-exercise thereof shall not constitute a waiver of any of the conditions hereof, and such power shall not withstanding be exercisable in the event of any future case of default by the. Contractor for which by any clause or clause hereof he is declared liable to pay compensation and the liability of the Contractor for past and future compensation shall remain unaffected. In the event of the Engineer-in-charge putting in force all or any of the power vested in him under the proceeding clause, the Engineer-in-charge may, if he so desires, take possession of all or any tools, plants, materials or and stores in or upon the works or the site there of or belonging to the Contractor or procured by him and intended to be used for the execution of the work or any part thereof, paying or allowing for the same in account, at the Contract or in the case of these not being applicable, at current market, rates to be certified by the Engineer-in-charge whose certificate there of shall be final otherwise the Engineer-in-charge may be notice in writing, to the Contractor or his clerk of the works, foreman or other authorised agent require him to remove such tools, plant, materials or stores from the premises (within a time to be specified in such notice), and in the event of the Contractor failing to comply with any such requisition, the Engineer-in-charge may remove at the Contractor's expense or sell them by action or private sale on the account of the Contractor and at his risk in all respects, and the certificate of the Engineer-in-charge as to the expense of any such removal and the amount of the proceeds and expense of any sale shall be final and conclusive against the Contractor.

**Clause 5 -** If the Contractor shall desire an extension of the time for completion of the work, he shall apply in writing to the Engineer of the contract through the Engineer-in-charge and a copy thereof is to be sent to the S.E.(C), Lucknow under registered cover within 15 days of the date of the hindrance on account on which he desire such extension as aforesaid, and the S.E.(C), Lucknow, in his opinion (which shall be final) find reasonable grounds be shown there for, authorise such extension of time, within three months from the date of submission of application for the extension of time by Contractor, if any, in his opinion, be necessary or proper, provided that the extension of time should be limited to safeguard the interest of completion of work Provided always that if the Contractor continues to perform the work beyond the date of completion or the extended date, as the case may, without obtaining approval for extension as aforesaid the right of the UPPTCL to claim compensation under clause-5 shall not be deemed to have been waived.

**Clause 6 -** On completion of the work the Contractor shall send a registered notice to the Engineer of the contract giving the date of completion and sending a copy of it to Engineer-in-charge to give him a certificate. The work shall not be considered to be complete until the Contractor have removed from the site on which the work shall be executed, all scaffolding, surplus materials and rubbish, and cleared off the dirt from all wood work, door, windows, wall floor or other parts of any building in, upon or about which the work is to be executed or of which he may have had possession for the purpose of the execution, thereof and he has filled up the pits. If the Contractor shall fail to comply with the requirements of this clause as to removal of scaffolding, surplus materials and rubbish and cleaning off dirt and filling of pits on or before the date fixed for completion of the work, the Engineer-in-charge may at the expense of the Contractor remove such scaffolding, surplus materials, and the rubbish and dispose off the same as he thinks fit, and clean off such dirt and fill the pits as aforesaid, and the Contractor shall pay forth with the amount of all expenses so incurred and shall have no claim in respect of any such scaffolding or surplus materials as aforesaid except for any sum actually realized by the sale thereof. On completion, the work shall be measured by the Engineer-in-charge himself or through his subordinates, whose measurements shall be binding and conclusive against the Contractor, Provided that if subsequent to the measurements by the subordinates as aforesaid the Engineer-in-charge had reason to believe that the measurements taken by his subordinates are not correct, the Engineer of Contract shall have the power to cancel the measurements already taken by his subordinates and acknowledged by the Contractor and to take measurements again after giving reasonable notice to the Contractor and such re-measurements shall be binding on the Contractor; Delete whichever is not applicable. (Ten days will apply to works at the headquarters of Engineer-in-charge and thirty days for works at other places).

After receipt of the notice the Engineer-in-charge shall inspect the work and if apparently there is no defect on the face of the work, shall give the Contractor a certificate of completion. If the Engineer-in-charge finds that the work has been fully completed, It shall be mentioned in the certificate so granted. If on the other hand, it is found that there are certain defects to be removed, the certificate to be granted by Engineer-in- charge shall specifically mention the details of the defects along with the estimate of the cost for removing these defects.

The final certificate of completion of work shall be given by the Engineer-in-charge after the defects pointed out have been removed.

**Clause 7 -** No payments shall be made for works estimated to cost less than Rupees one thousand till after the whole of the works shall have been completed and a certificate of completion given. But in case of works estimated to cost more than rupees one thousand, the contractor shall, on submitting the bill, thereof, be entitled to receive a monthly payment proportionate to the, part thereof than approved and passed by the Engineer-in-charge, whose certificate of such approval and passing of the sum so payable shall be final and conclusive against the contractor. But all such intermediate payments shall be regarded as advance payments for work actually done and completed and shall not preclude the requiring of bad, unsound and imperfect or unskilled work which is to be removed and taken away and reconstructed, or re-erected or it shall not be considered as an admission of the

due performance of the contract or any part thereof in any respect on the accruing of any claim, nor shall it determine or affect in any way the power of the Engineer of contract under these conditions or any of them as to the final settlement and adjustment of the accounts or otherwise or in any other way vary or affect the contract.

The final bill shall be submitted by the Contractor within one month of the date fixed for completion of the work or of the date of the certificate of completion furnished by the Engineer-in-charge and payment shall be made within three months of the submission of the such bills if the amount of the contract plus that of the additional items is up to Rs. 2 lacs and in six months if the same exceeds Rs. 2 lacs. If there shall be any dispute about any item or items of the work, than the undisputed item or items only shall be paid within the said period of three months or six months as the case may be. The contractor shall submit a list of the disputed items within 30 days from the date of disallowance thereof and if he fails to do so, this claim shall be deemed to have been fully waived and absolutely extinguished.

**Clause 8** - A bill can be submitted by the Contractor every month on the date fixed by the Engineer of contract for all executed works by then and Engineer-in-charge shall check the requisite measurements for the purposes of having the same verified on the basis of measurement taken by his sub-ordinates and the claim, as far as admissible, adjusted. If possible before the expiry of ten days from the presentation of the bill. If the Contractor does not submit the bill within the time fixed as aforesaid, the Engineer-in-charge may get the said work measured up in the presence of the Contractor, whose counter signature to the measurement list will be sufficient warrant and the Engineer-in-charge may prepare a bill from such list which shall be binding on the contractor in all respect.

**Clause 9**- Before taking any measurement of any work as has been referred to in clause 6,7 &8 thereof the Engineer-in-charge or a sub-ordinate deputed by him shall give reasonable notice/ inform at time to the Contractor, if he fails to remain present at the time of measurements after such notice/ inform at or fails to countersign or to record the difference within a week from the date of measurement in the manner required by the Engineer-in-charge then and in any event the measurement taken by the Engineer-in-charge or by the subordinate deputed by him as the case may be, shall not withstanding the provision in clause 8, be final and binding on the Contractor and the Contractor shall have no right to dispute the same.

**Clause 10** -The Contractor shall submit all bills with details on their letter heads in the office of Engineer-in-Charge and the charges in the bill shall always be entered at the rates specified in the tender or in case of any extra work ordered in pursuance of these conditions and mentioned or provided for in the tender, at rates hereinafter provided for such work and will be forwarded to Engineer of contract office within 48 hours.

**Clause 11** - If the specification or estimate of the work provides for the use of any special description of materials to be supplied from the Engineer-in-charge store or if it is required that the contractor shall use certain stores to be provided by the Engineer-in-charge (such materials and stores and the prices to be charged therefore as hereinafter mentioned being so far as practicable for convenience of the contractor but not so as in any way to control the meaning or effect of this contract, specified in the schedule of memorandum here to annexure) the contractor shall be supplied with such materials and stores as are required time to time to be used by him for the purposes only, and the value of the quantity of materials and stores so supplied at the rates specified in the said schedule or memorandum may be out off or deducted from any sums then due, to the contractor under the contract or otherwise, or against or from the security deposit, or the proceeds of sale thereof if the same is held in government securities the same on a sufficient portion thereof being in this case sole for the purpose. It shall be the responsibility of the contractor to ascertain from time to time from the Engineer-in-charge about the position of the availability of the materials as aforementioned and any delay on the part of the Engineer-in-charge to arrange supplies of the same shall not entitle the contractor to any compensation but in the event of all such delays the contractor may be granted reasonable extension of time.

**Clause 11 (a)** - All materials supplied by the by UPPTCL to the contractor for incorporation of fixing in works shall remain the absolute property of the UPPTCL and shall not on any account be removed from the site of the work, except with the written permission of the Engineer-in-charge.

**(b)** - The materials issued to the contractor by UPPTCL will remain under custodial during the execution of works as a trustee and title of the same will remain with the UPPTCL.

**(c)** - The contractor will be responsible for loss or damage to such materials and shall preserve them in good working condition as required for the contract and good construction practices.

**(d)** - All such materials remaining un-used at the time of completion or determination of contract shall be returned to the Engineer-in-charge at a place directed by him and if the contractor is required to deliver such material at a place other than the place of issue he shall do so, and the transportation charges from the site to such place shall be borne by the UPPTCL.

If, on completion of work, the contractor fails to return surplus/unused materials out of these supplied by the Corporation, then in addition to liabilities the contractor would be required to pay to UPPTCL within a fortnight for such unreturned surplus material double the issue rates, failing which it shall be deducted from the contractor's bill.

**Clause 12** - The contractor shall execute the whole and every part of the work in the most substantial and workman like manner and both as regards materials and otherwise in every respect in strict accordance with the specifications. The Contractor shall also confirm exactly fully and faithfully to the design, drawing and instructions in writing relating to the work signed by the Engineer-in-charge and lodged in his office and to which the contractor shall be entitled to have access for the purpose of inspection during office hours, and the contractor shall be furnished free of charge one copy of the specifications for concerning work enforced from time to time or any other printed publications on general specifications and of all such designs, drawings and instructions as are not included in the detailed P.W.D. specification referred to elsewhere in the contract.

**Clause 13** - The Engineer of Contract shall have power to make any alteration in, omissions from, additions to or substitutions for the original SPECIFICATION, drawings designs, and instruction, that may appear to him to be necessary during the progress of the work and the contractor shall carry out the work in accordance with any instructions which may be given to him in writing signed by the Engineer-in-charge, and such alterations, commissions, additions, or substitutions, shall not invalidate the contract and any altered, additional or substituted work which the contractor may be directed to do in the manner above specified as part of the work shall be carried out by the contractor on the same conditions in all respects on which he agrees to do the main work. The rates for such additional altered of time in or substituted work under this clause shall be worked out in accordance with the following:

- (i) If the rates for the additions, altered or substituted work are specified in the contract for the work, the contractor is bound to carry out the additional altered or substituted work at the same rates as are specified in the contract for the work.
- (ii) If the rates for the additional, altered or substituted work are not specifically provided in the contract for the work, the rates

- will be determined according to the rates for similar class of work as are specified in the contract for the work.
- (iii) If the altered, additional or substituted work includes any work for which no rates are specified in the contract for the work or cannot be ascertained from similar item or work in the contract then such work shall be carried out at the rates entered in the Circle Schedule of Rates for District, minus or plus percentage which the total tendered amount bears to the estimated cost of the entire work put to tender.
- (iv) If the rates, for the altered, additional or substituted work cannot be determined in the manner specified, additional or substituted work cannot be determined in the manner specified in sub-clauses (i) to (iii) above, then the rates for such work shall be worked out on the basis of the Extra schedule of rates of the District specified above minus or plus the percentage which the total items tendered amount bears to the estimated cost of the entire work put to tender provided always that if the rate for such part or parts will be determined by the Superintending Engineer (civil) on behalf of the UPPTCL on the basis of the prevailing market rates when the work was done.
- (v) If the rates for the altered, additional or substituted work can be determined in the manner specified in sub-clause (i) to (iv) above, then the Contractor shall within 07 days of the date receipt of order to carry out the work inform the cost of work supported by analysis of the rates claimed and the Superintending Engineer (civil) shall determine the rate or rates on the basis of the prevailing market rates and pay the contractor accordingly. However, the Engineer of the contract, by notice in writing, will be at liberty to cancel his order to carry of such cost of work and arrange to carry it out in such manner as he may consider advisable. But under no circumstances the contractor shall suspend the work on the plea of no settlement of rates of items, failing under this clause.

The rates under sub-clauses (i), (ii) and (iii) shall be worked out by the contract subject to the prior approval of the competent authority (as per prevailing norms of upptcl).

No extra item shall be executed/started by the Contractor/Engineer in charge without approval of the competent authority (as per prevailing norms of UPPTCL) and decision of rates by the competent authority failing which the Contractor shall be responsible for any expenditure incurred or risk involved in these works. All extra items shall be submitted to competent authority (as per prevailing norms of UPPTCL) by the Contractor to Engineer-in-charge who shall forward the case to competent authority (as per prevailing norms of UPPTCL) through proper channel, whose decision in matter shall be final.

Any violation of this clause will mean breach of the contract.

**Clause 14** - If at any time after the commencement of the work the Engineer of the contract on behalf of Corporation shall for reason whatsoever not require the whole thereof as specified in the tender to be carried out, the Engineer of Contract shall give notice in writing of the fact to the Contractor who shall have no claim to any payment or compensation whatsoever on account of any profit or advantage, which he might have deprived from the execution of the work in full, but which he did not derive in consequence of the full amount of the work not having been carried out, neither shall he have any claim for compensation by reason of any alteration having been made in the original specification, drawings designs and instructions which shall involve any curtailment of the work as originally contemplated nor shall he have any claim to compensation by reason of his having purchased or procured materials with a view to the execution of the work or the performance of the contract, But the Engineer-in-charge shall have the option either to take over the materials at site, if of approved quality and not in excess of the requirement of the work and to pay to the Contractor the actual cost there of (of the amount of which cost, a certificate by the Engineer-in-charge shall be binding on the Contractor. In the event of this option not being exercised, the Contractor may submit to the Engineer-in-charge date of the within one month of the order closing down the work a detailed statement of the loss that the estimates he will sustain by removing selling, or otherwise disposing off the materials. The estimate will be forwarded to the Chief Engineer who will decide what sum, if any, should as a matter of grace be paid to the Contractor to compensate him for the loss suffered by him, and the decision of chief Engineer shall be final and binding on the Contractor.

**Clause 15** - If it shall appear to the Engineer-in-charge or his subordinate in charge of the work, that any work has been executed with unsound, imperfect or unskillful workmanship, or with materials of any inferior description of that any materials or articles provided by him for the execution of the work are unsound or of a quality inferior to that contracted for or otherwise not in accordance with the contract, the Contractor shall; on demand in writing from the Engineer-in-charge specifying the work, material or articles complained of notwithstanding that the same may have been inadvertently passed, certified and paid for forth with rectify or remove and reconstruct the work so specified in whole or in part as the case may require, or as the case may be remove the materials or articles so specified and provide other proper and suitable materials at his own cost, and in the event of his failing to do so with a period to be specified by the Engineer-in-charge in his demand aforesaid, then the Contractor shall be liable to pay compensation at the rate of one percent on the amount of the estimate for every day not exceeding ten days while his failure to do so shall continue, and in the case of any such failure the Engineer-in-charge may rectify or remove and re-execute the work or remove and replace with others the materials or articles complained of as the case be at the risk and expense in all respects of the Contractor.

**Clause 16** - Corp. shall have the right to accept at reduce rate, sub-standard or defective work and to cause an audit and technical examination of the works, and the running and final bill of the Contractor including all supporting vouchers, abstracts etc. to be made before or after the payment of the final and, if is a result of such acceptance of sub-standard or defective work, audit the technical examination, any sum is found to have been overpaid in respect of any work, claimed to have been overpaid in respect of any work claimed to have been done by under the contract but found not to have been actually executed the Contractor shall be liable to refund the amount of the over payment and it shall be lawful for Corporation to recover the same from him in the manner legally permissible, and if it is found the Contractor was paid less than what was due to him under contract in respect of any work executed by him under, the amount of such under payment may be paid by Corp. to the Contractor.

Provided that the Sub-standard or defective work which is not ultimately considered to be seriously defective refused by the Engineer-in-charge and the rate of work so accepted is suitable reduced by him to compensate the Corp. such reduction will be binding on the Contractor.

**Clause 17**- All work under or in the course of execution or executed in pursuance of the contract shall at all times be open to the inspection by Senior Officers and Supervision of the Engineer-in-charge and his subordinates, and the Contractor shall at all times during the usual working hours, and all other time, at which reasonable notice of intention of the Engineer-in-charge or his subordinate to visit the work shall have been given to the Contractor, either himself be present to receive orders and instruction, or have a responsible agent duly accredited in writing present for that purpose. Orders given to the Contractor's agent shall be considered to have same force as if they had been given to the Contractor himself.

**Clause 18** - The Contractor shall give not less than five days' notice in writing to the Engineer-in-charge or his subordinate in charge of the work before covering up or otherwise placing beyond the reach of measurement any work in order that the same may be measured and correct dimensions thereof be taken before, the same is so covered up or placed beyond the reach of measurement any work without the consent in writing of the Engineer-in-charge of his subordinate in charge of the work, and if any work shall be covered up or placed beyond the reach of measurement without such notice having been given or consent obtained the same shall be uncovered at the Contractor's expense, or in thereof no payment of allowance shall be made for such work or the materials with which the same' was executed.

**Clause 19** - If the Contractor or his authorized agent or laborers servants shall break deface, injure or destroy any part of a building on or in which they may be working or any building, road, fence, enclosure or grass land or cultivated ground contiguous to the premises on which the work or any part of its being executed, or if any damage shall happen to the work while in progress from any cause whatever or any defect, shrinkage or other faults appear in it within six months after a certificate final or otherwise of its completion shall have been given by the Engineer-in-charge as aforesaid, the contractor shall make the same good at his own expense or in default the Engineer-in-charge may cause the same to be made good by others workman and deduct the expense (or which the certificate of the Engineer-in-charge shall be final) from any sums that may then or at any time thereafter become due to the Contractor or from his security deposit, or the proceeds of sale thereof or of sufficient - portion thereof of in any other manner legally permissible.

**Clause 20** - The Contractor shall supply at his own cost all materials (except such special materials, if any as may in accordance with the contract be supplied from the Engineer-in-charge's, stores), plant, tools, appliances, implements, ladders, cordage, tackle scaffolding and temporary works requisites or proper for the proper execution of the work, whether original, altered or substituted and whether included in the specifications or other documents forming part of the contract referred to in these conditions or not, which may be necessary for the purpose of satisfying or complying with the requirements of the Engineer-in-charge as to which under these conditions he is entitled to be satisfied or which he is entitled to require, together with carriage there for to and from the work. The Contractor shall also supply without charge the requisite number of persons with the means and materials necessary for the purpose of setting out works and counting, weighing and assisting in the measurement or examination at any time and from time to time of the work or materials.

In case of his failure in this regard the same may be provided by the Engineer-in-charge at the expense of the contractor and the expenses may be deducted from any money due to the Contractor under the contract or from his security deposit or the proceeds of sale thereof, or of a sufficient portion thereof. The Contractor shall also provide all necessary fencing and lights required to protect the public from accident, and shall be bound to bear the expenses of defense of every such action or other proceeding at law that may be brought by person for injury sustained owing to neglect of the above precautions and to pay damages and costs which may be awarded in any such suit. action or proceeding to any such person, or which may with the consent of the Contractor be paid to compromise any such person. If any equipment is issued departmentally, rent will be recovered from the Contractor's bill at current rates fixed by the S.E.(C), the terms of such issue to be ascertained by the Contractor from the Engineer-in-charge in writing in advance.

**Clause 21** - The contract shall not be assigned or sublet without the written approval of the Engineer of the contract. And if the Contractor shall assign or sublet his contract, or attempt so to do or become insolvent or commence any insolvency proceeding or make any composition with his creditors, or attempts so to do, or if any bribe, gratuity, gift loan, preposition regard or advantage pecuniary of otherwise shall either directly or indirectly, be given, promised or offered by the Contractor, or any of his servants or agents, to any public officer or person in the employment of the Corporation in any servants relating to his office or employment or if any such officer or person shall become in way directly or indirectly interested in the contract, the Engineer of the contract may there upon by notice in writing rescind the contract, and the security deposit of the Contractor shall there upon stand forfeited and be absolutely at the disposal of Corporation and the same consequence shall ensure as if the contract had been resigned under Clause - 3 thereof, and in addition the Contractor shall not be entitled to recover or be paid for any work there of or for, performed under the contract.

**Clause 22** - The Contractor shall not, for the execution of the work, employ any labour under 11 years of age and within the limits of any cantonment any female labour. For breach of contract, Contractor shall be liable to pay by way of liquidated damages such sum as the Engineer-in-charge may fix and the Engineer-in-charge may recover such sum by deduction from any sums which may be due, or may at any time thereafter become due to the Contractor.

**Clause 23 - (a)** - The contractor shall pay to his labours a fair wage and shall supply every labour employed by him with a wage-card on which the rate of wages, the attendance and payments will be entered.

**(b)** - The Contractor before he commences work shall paste in a conspicuous place of the work a notice giving the rates of Wages which shall not be less than minimum wages applicable and where no minimum wages are applicable the wages will be such as may be certified as fair wages by the Engineer-in-charge and shall send a copy of the notice to the Engineer of the contract

**Clause 24** - The Contractor shall be bound by all statutory provisions with regard to the period for which wages shall be paid and deduction to be made from wages.

**Clause 25** - The Contractor shall comply with all labour laws as applicable at the site of the work,

**Clause 26** - In respect of all labours directly or indirectly employed in the works for the performance of the Contractor's part of this agreement, the Contractor shall comply with or cause to be complied with all the directives issued by the Corp. from time to time for the protection of health and sanitary arrangements for employees employed by the Department .and its Contractor,

**Clause 27** - Leave and pay during leave of all labour employed by the Contractor shall be regulated as per provisions of Labour laws in force,

**Clause 28** - The Contractor shall at his own provide his labour with a sufficient number of huts (here in after referred to the camp, or the specifications approved by Engineer-in-charge on a suitable plot of land to be approved by the Engineer-in-charge. The camp shall be consisting of provisions like suitable ventilated huts with cooking places, proper latrines and urinals, washing & bathing platforms, adequate water supply arrangement for labour, proper place for disposal of excreta proper drainage and sanitation of the camping area provided by the Contractor.

**Clause 29** - All sums payable by way of compensation under any of these condition shall be considered as reasonable compensation to be applied to the use of Corporation without reference to the actual loss or damages sustained and whether or not any damage shall have been sustained,

**Clause 30** - In the case of a tender by partners any change in the constitution of the firm shall be forthwith notified by the

Contractor to the Engineer-in-charge and Engineer of the contract for their information.

**Clause 31** - All work to be executed under the contract shall be executed under the direction of Engineer-in-charge and subject to the approval in all respects of the Engineer of the contract for the time being, who shall be entitled to direct at what point or points and in what manner they are to be commenced and from time to time carried on.

**Clause 32 (a)** - If the Contractor considers any work demanded of him to be outside the requirements of contract or considers any record or ruling of the Engineer-in-charge or his sub-ordinate to be unfair, he shall immediately upon such work being demanded or such record or ruling being made, ask in writing for written instruction or decisions, whereupon he shall proceed without delay to perform the work or confirm to the record or ruling and within twenty days (20) day after date of receipt of the written instructions or decisions he shall file a written protest with the Engineer-in-charge with a copy to Engineer of the contract, stating clearly and in detail the basis of his objections except for such protests or objections, as are made on record in the manner herein specified and within the time limit stated, the record, rulings, instructions of the Engineer of contract shall be final and conclusive instructions and or decisions of the Engineer-in-charge contained in letters' transmitting drawings to the Contractor as written instructions or decisions of the Engineer of the contract subject to protests or objections as where in provided.

**(b)** - If the Contractor is dissatisfied with the final decision of the Engineer of the contract in pursuance of clause 32(a), the Contractor may within seven days (07 days) after receiving notice of such decision, give notice in writing requiring that the matter be submitted to arbitration as envisaged in clause 34 and furnishing detailed particulars of the dispute or difference specifying clearly the point or issue if the Contractor fails to give such notice within the period seven days as stipulated above the decision of the Engineer or Contract shall be conclusive and binding on the Contractor.

**Clause 33** - The contractor shall obtain from the Stores of the Engineer-in-charge all stores and all imported materials, if required to any considerable extent for the work or any part thereof or in making articles required therefore or in connection therewith. The value of such stores and articles as may be supplied to the Contractor by the Engineer-in-charge will be debited to the Contractor in his account at the rates shown in the schedule attached to the contract, and if they are not entered in the schedule, they will be debited at cost price, which for the purposes of this Contract shall include the cost of carriage and all other expenses whatsoever which shall have been incurred obtaining in delivery of the same at the store aforesaid. The Engineer-in-charge may issue materials to Contractor from existing stock if he asks for any in excess of those entered in the schedule. In such cases the price charges must be stock rate or market rate, whichever is higher.

**Clause 34** - All disputes arising out of and touching or relating to the subject matter or this agreements shall be resolved As per UPPCL order no 1957-work-14/PCL/2024-15-K-2024 dated 22-10-2024.

**Clause 35** - In the case of any class of work for which there is no specification in the contract such work shall be carried out in accordance with the detailed specifications (Latest) published by I.S.I., New Delhi and in the event of there being no detailed specification for the same the work shall be carried out in all respect in accordance with the instructions and requirement of the Engineer-in-charge of the contract.

**Clause 36** - The additions and deductions on account of the percentage referred to at page 4 of the accepted tender will be calculated on the gross and not the net amount of the bills for the work done.

**Clause 37 - (a)** In every case in which by virtue of the provisions of Section 12, sub-section (a) of the workman's Compensation Act 1933, Corp. is obliged to pay compensation to a workman employed by the Contractor or by any Sub-Contractor the amount of the compensation so paid, and without prejudice to rights of Corporation under section 15. Sub-section (b) of the said Act. Corporation shall be at liberty to recover such amount or any part there of by deducting it either, from the security deposited by Contractor to his credit under clause-I of the conditions or from any other sum due to Corporation the Contractor whether under this contract or otherwise.

**(b)** Corp. shall not be bound to contest any claim made against it under Section 112, Subsection (a) of the said Act. Except on the written request of the Contractor and upon his giving to Corporation full security for all cost for which Corporation might become liable in consequence of contesting the claim.

**Clause 38** - No brick for use on the work shall be manufactured within the limits of a Municipality, Cantonment or notified area or within one Km. of the site of work. Any bricks so manufactured may be rejected by the Engineer-in-charge.

**Clause 39** - No earth for filling, or for any other purpose, shall be excavated within one km. of the site with the written permission of the Engineer-in-charge and then only on condition that the area, in which excavation is made, shall be levelled and dressed by the Contractor at his own expenses in accordance with the instruction of the Engineer-in-charge and in such manner as to prevent the formation or pools of stagnant water.

If the Contractor fails to comply with this condition the Engineer-in-charge may cause the ground to be and dressed by workman and deduct the expense (of which the certificate of the Engineer-incharge shall be final) from any sums which may be due, or may at any time there after become due, to the Contractor, or from his security deposit, or from the proceeds of sale thereof.

**Clause 40** - Notwithstanding anything stipulated in the aforesaid clause UPPTCL shall have power to retain any sum to the Contractor (s) and set off all claims against him (them) whether arising out of the particulars contract or put off any other transaction or contract held by him (them) along or in partnership with others.

**Clause 41** - Escalation Clause- There shall be no escalation of prices during the contractual period as well as in extended period.

**Clause 42** - For Stores Supplied By Corporation The amounts representing the value of such of the goods, involved in the execution or such work contract as were supplied to the Contractor by the (Contracte Corp. himself, provided the property is such goods remains under the terms of the contract throughout with the Contractee/Corporation and the Contractor is bond to return the unused goods to the Contractee / Corporation Store.

**Superintending Engineer**

**Contractor**



**UTTAR PRADESH POWER TRANSMISSION**  
**CORPRATION LIMTED**

**SUPERINTENDEING ENGINEER**  
ELECTRICITY CIVIL TRANSMISSON CIRCLE,  
UP SLDC CAMPUS, GOMTI NAGAR, LUCKNOW.

**SPECIAL CONDITIONS OF CONTRACT**  
**FOR WORK**

**Earth Filling at 132 KV S/S Hasanganj, Unnao**

**Superintending Engineer**

**Contractor**

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## SPECIAL CONDITIONS OF CONTRACT FOR

**1. Scope:-**

The Scope of work covers all activities related to **Earth Filling at 132 KV S/S Hasanganj, Unnao.**

**2. The Contractor's scope of work shall include but not be limited to the following:-**

All civil works connected with **Earth Filling at 132 KV S/S Hasanganj, Unnao.**

**Nature of Contracts:-**

The work for construction of above Civil works shall be awarded through this contract:-

The contract shall cover all civil works including materials & labour etc. to complete the scope of work.

The contractor shall be fully responsible for timely execution of all the activities under this contract such that the work is completed and handed over within stipulated completion period.

The contractor shall be fully responsible for the work to be executed under the contract and any breach or default under the contract will give UPPTCL absolute rights to take appropriate action under the contract including right to recover damages or terminate the contracts. Any such breach or occurrence of the contract shall not relieve the contractor of any of his responsibility / obligations under the contract and no time extension shall be given to the contractor on these grounds.

3. All centering, shuttering and scaffolding shall be arranged by the contractor. Form work to be used should be of good quality and no honeycombing in concrete will be allowed.
4. The materials such as brick, sand, coarse sand, stone aggregate etc. shall be as per relevant IS code and testing of materials shall be done by the contractor from standard laboratory at his own cost as per the direction of E/I. Before use of these construction materials the Agency has to get the prior approval of E/I regarding the quality of the materials and its source and one sample of each of these construction material are to be kept with the E/I with no extra cost, so that in case of any dispute it can be compared.
5. Centre line pillars, benchmarks pillars and level pillars in brick work shall be constructed by the contractor at various places at his own cost as per direction of Engineer-in-Charge.
6. Cement of approved make conforming to latest IS Codes shall be used by the contractor in construction of S/s. The cement procured by contractor shall be of standard make. Test certificate shall be submitted before use.
7. Reinforcement steel bars conforming to IS : 1786-1979 of approved manufacturers such as RATHI, KAMDHENU etc. shall be used in construction works. Structural steel section conforming to IS : 226-1975 shall be used. Test certificate shall be submitted before use.
8. Contractor must have concrete mixture for mixing of all grades of cement concrete at his own cost.
9. For compaction of concrete suitable vibrators will be used with no extra cost.
10. The contractor will make his own arrangements for electricity / water required for construction of substation. Nothing shall be paid on this account.
11. The contractor will arrange for temporary stores at the site of work at his own cost.
12. The potable water shall only be used in construction works.
13. Suitable templates made of MS angles and MS channels for grouting of bolts shall be arranged by the contractor at his own cost.
14. 2 no. R.C.C. bends in complete periphery of all type of building shall be provided at plinth and lintel level of the building.
15. Regular Testing of construction material as per standard practice or direction of Engineer-in-Charge shall be carried by contractor at his own cost from standard laboratory.
16. Regular Cement concrete cubes shall be tested by the contractor as per direction of Engineer-in-Charge at the cost of contractor from testing laboratory.
17. The top levels of transformer plinth, main gantry foundations, auxiliary structures, cable trenches, transformer roads shall be in same level and final level of ground in switchyard shall be kept 150 mm down from the gantry top unless otherwise approved.
18. SUPERINTENDING ENGINEER, Electricity Civil Transmission Circle, Lucknow shall be the Engineer-of-contract for the tendered work.
19. Executive Engineer, Electricity Civil Transmission Division will be the Engineer In charge for this work.
20. In case of difference of opinion during execution of work on technical matters between Assistant Engineer & the contractor, the decision of E.E., ECTD shall be final.
21. In case of any dispute and difference of opinion between E.E., ECTD., and the contractor, the decision of S.E. (Civil) Transmission, Lucknow shall be treated as final and binding on both the parties.
22. All civil work shall be carried out as per UPPWD/UPPTCL specification.
23. All civil work at the site shall be carried out as per approved drawings of UPPTCL or as directed by E/I.
24. **Aggregate contract Value:-**  
The limits for penalties for delays etc. shall be maximum 10% of the aggregate contract value.
25. **Quantity Variation:-**  
The quantities of individual items/ works under any of the above contracts may vary to any extent, however the total value of such variations shall not exceed the (+) 10% of the total contract value. Variation in quantities/ work up to (+) 10% of the contract value shall be allowed by concerned Engineer of contract.  
Variation in contract above (+) 10% shall be allowed and executed only after the approval from competent authority as per prevailing UPPTCL norms.
26. **Liquidated Damages for Delays in Completion Period:-**  
In case of delay of completion period/ handing over of work beyond agreed schedule, liquidated damages @ 0.5% per week or smaller amount as decided by Engineer of Contract subject to a maximum of 10% of total contract value shall be deducted from the contractor's bill as per decision of engineer of contract, which will be final. If the work is not completed within stipulated time then Engineer of the contract shall have full right to withhold total of 10% of agreement value in the bill after the date of completion.
27. **Terms & Conditions:-**

- (a) The terms & Conditions of the contract shall be governed by the General Condition for Execution of work, Form 'A', 'Special Condition of Contract' and other sections of contract document, except for specific modifications/ amendments duly incorporated in the contract. In case of any contradiction or inconsistency between provisions of these 'Special Conditions' and other annexure of contract, the provisions contained in these special conditions shall prevail.
- 28. Price:-**  
The prices of all the items and services shall remain FIRM in all respects through out the currency of the contract and for extended period.
- 29. Taxes and Duties:-**  
UPPTCL shall not bear any liability towards income tax and any other such taxes & surcharge /cess.  
UPPTCL shall be entitled to deduct income tax and other taxes at source in accordance with provisions of Income tax/ other taxation laws as applicable from time to time. Departmental rates are exclusive of GST. Rates quoted by firm shall exclude GST which will be borne by department as per applicable rules:-
- Tenderers will examine the various provisions of The Central Goods and Services Tax Act 2017(CGST)/ Integrated Goods and Services Tax Act 2017 (IGST)/Union Territory Goods and Services Tax Act 2017 (UTGST)/ Respective state's State Goods and Service Tax Act (SGST) also, as notified by Central / State Govt. & as amended from time to time and applicable taxes before bidding. Tenderers will ensure that full benefit of Input Tax Credit (ITC) likely to be availed by them is duly considered while quoting rates.
  - The successful tenderer who is liable to registered under CGST/IGST/UTGST/SGST Act shall submit GSTIN along with other details required under CGST/IGST/UTGST/SGST Act to UPPTCL immediately after the award of contract, without which no payment shall be released to the contractor. The contractor shall be responsible for deposition of applicable GST to the concerned authority.
  - In case the successful tenderer is not liable to be registered under CGST/IGST/UTGST/SGST Act the UPPTCL shall deduct the applicable GST from his/ their bills under reverse charge mechanism (RCM) and deposit the same to the concerned authority.
- 30. Modvat:-**  
The price or after taking in to account due credit under MODVAT scheme as per relevant Government policies, wherever applicable, the UPPTCL shall not bear any liability on this account.
- 31. Terms of Payment:-**  
90% running payment shall be released to the contractor on basis of measurements of the work executed and bill submitted by the contractor, in installments commensurate with the progress of work.10% payments shall be retained by the corporation as security deposit for a maintenance period of minimum six months or a period as specified in tender notice , whichever is later , which shall be released after satisfactory completion of maintenance period reckoned w.e.f. date of completion of work. No extra claim/ payments by the contractor other than specified at the time of award of the work shall be entertained in any circumstances.
- 32. Deviation:-**  
Unless brought out clearly, the contractor shall be deemed to confirm strictly to the provisions of the contract specification documents. All deviations from the specification shall be clearly brought out in the contract.
- 33. Completion Period:-**  
The work is to be completed within mentioned time period in the tender notice from the date of issue of letter of intent (L.O.I).  
The progress shall be monitored as per approved project implementation schedule.
- 34. Expenditure Under Contract:-**  
The Contractor shall furnish a cash flow chart within 07 days of issue of letter of intent indicating month wise expected fund requirement by the contractor during the execution of the project.
- 35. Project Implementation Schedule:-**  
Within 07 days of issue of letter of intent the contractor shall submit to the purchaser detail programme for the execution of the Job and completion of the Project. Such schedules shall be reviewed, updated and submitted to the engineer, once every 07 days thereafter by contractor.  
The contractor shall furnish the schedules of work / Bar chart to match the specified commissioning schedule within 07 days of letter of intent placement of order.  
Bar Chart for completion of works for construction from start of work at site to completion of the work by the contractor, giving various phases of activities. Each bar chart shall also indicate.
- The Monthly expenditure likely to be incurred.
  - Required Manpower at site (by major categories) to indicate monthly development of work force at site.
- 36. Progress Report:-**  
All the progress report submitted shall be fully co-related with the schedules networks and shall bring out clearly the shortfalls and proposed measures to cover up the shortfalls.
- 37. Progress of Works:-**  
The contractor shall submit at such times and in such forms as may be desired by the Engineer Schedules showing the programme and order in which the contractor propose to carry out the work with dates and estimate completion time for various part of the works, prior to starting the work. The contractor shall also furnish the out line of organization that he will set up for completion of the work according to the approved construction schedules.  
If for any reason the work is held up, the Contractor shall bring it to the attention of the Engineer in writing without any delay.
- 38. Co-Ordination and Review Meeting:-**  
The contractor shall attend all co-ordination/review meeting as and when called for by department at their own cost and shall fully co-operate with various agencies involved in the execution of the project.
- 39. Approval of Drawings:-**  
No deviation from the approved drawings shall be permitted without the written approval of the Engineer of the contract.
- 40. Material Quality:-**  
All materials used in construction of the works shall be new and shall comply with the standards and codes specified. It will not deteriorate or distort under the prevailing extremes of atmospheric conditions and under the extreme service parameters. Where material/workmanship has not been specifically described in these specifications the contractor shall specifically obtain approval of the Engineer.  
The workmanship shall be in accordance with the best engineering practice and shall be such as have been proved to be suitable for the intended purpose and for giving satisfactory performance under the prevailing climatic conditions.
- 41. Quality Control Programme:-**

To ensure that the equipment / construction work and the services covered under this job are in accordance with the specifications and conform to the high standard of workmanship, it is obligatory on the part of the contractor to adopt a suitable quality control programme. Such programme shall include suitable hold points for check, during the construction stage such that material checks for attaining proper strength can be obtained.

In order to attain the above objectives, the contractor shall draw out a plan listing all quality control checks in detail. To ensure quality of raw materials and executed work the firm has to conduct tests as and when required by the Engineer in charge/Engineer of Contract at own cost from the test lab approved by the Engineer of Contract and submit test reports.

**42. Inspection and Testing:-**

In cases where the contract provide for tests whether at the premises or works of the contractor or of any Sub contractor, the contractor shall provide free of charge such items as labour, materials, electricity, fuel, water, stores, apparatus, instruments and the transport as may be reasonably required to carry out effectively, such tests on the equipments in accordance with the contract and shall give facilities to the Engineer or to his authorized representative to accomplish inspection.

All the expenses incurred for testing including material consumed in testing shall be to the contractor's account.

**43. Responsibility of the Contractor for Completeness of Contract:-**

The contractor shall be entirely responsible for the execution of the contract in all respect in accordance with the terms of the General Conditions of the contract Form 'A', Technical Specifications and schedules attached hitherto.

The purchaser shall have the right to require the Contractor to make any change in the general arrangement which may be necessary in the opinion of the Engineer to make the equipment to conform to the provisions and the intent of the contract specification without additional cost to the purchaser.

Public Liabilities Insurance covering all operations under the contract.

- a) Limit for bodily injury or death up to and including Rs. 2,00,000/- for one person and Rs. 5,00,000/- for each accident or incident.

**44. Automobile Liability insurance:-**

On all self propelled vehicles used in connection with this Contract, whether owned, non-owned or hired by the contractor, limits of insurance shall be as follows:

- i) For Public Liability up to and including Rs. 2,00,000/- for one person and Rs. 5,00,000/- for each accident or incident.

**45. The insurance shall remain valid till 30 days after date of completion of the work.**

**46. Local Condition:-**

The contractor is deemed to have informed himself of all local conditions and factors which may have any effect on the execution of the work covered under these documents and specifications. The contractor is deemed to have familiarized himself with the Income Tax Act 1961, the companies Act 1956, Customs Act 1962, and other related Acts and Laws with latest revisions prevalent in India.

The Contractor shall obtain and pay for all permits and licenses or other privileges necessary to complete the work.

The laws, rules and regulations of all Government authorities in India, having jurisdiction over the work shall govern the work of this contract with the same force and effect as if incorporated in full in to the contract documents. Where such laws, rules and regulations conflict with the contract documents the more stringent requirements as interpreted by the Engineer shall Govern. Should such conflict require changes in the contract documents, the contractor shall promptly notify the Engineer.

**47. Construction Machinery:-**

The Contractor has to arrange his own machinery, T&P etc. required for construction work.

**48. Responsibility of Equipments and Materials Received at Site:-**

The Contractor shall use the equipments, the materials exclusively for the execution of the contract strictly in accordance with its terms and condition and no part of the equipment shall be utilized for any other work or purpose whatsoever. It should be clearly understood by the Contractor that non-observance of the above obligations by the Contractor shall inter-alia constitute a criminal breach of trust on the part of the Contractor for all intents and purpose including legal / penal consequences.

**49. Responsibility of Contractor:-**

The Contractor shall keep competent representative(s) constantly in charge of construction work on the premises during working hours. He shall arrive at site at least one week in advance of start of work to acquaint himself of the local conditions and to set up his site office and construction organization. He shall obtain the approval of the Engineer wherever necessary, shall receive and comply with his direction, carry out work according to approved drawings, specifications and supervise the work of all men employed by the Contractor or his Sub-contractor. He shall inform the Engineer of any inconsistency or discrepancy that may appear in drawings and specifications and will resolve it to the satisfaction of the Engineer.

The Contractor's representative at site shall not be withdrawn without the previous consent of Engineer in writing.

If in the opinion of the Engineer the progress of construction work by the contractor at any stage needs expedition so as to ensure completion of work within stipulated time, the Engineer shall have the right to instruct the contractor to increase the contractor's manpower in appropriate categories and / or the working hour per day and / or construction equipments and the contractor shall comply with these instructions forthwith.

**50. Extra work shift:-**

Night work shall be permitted with the specific written approval of the Engineer. The Engineer may also direct such extra shift for the contractor to ensure completion of contract on schedule if in his opinion such work is necessary.

**51. Care of Finished Work:-**

The contractor shall effectively protect the work from action of weather and from damage or defacement and cover finished parts wherever required for their thorough protection. Face work shall be perfectly clean and free from defects.

The contractor and his sub contractor(s) shall be responsible during the execution of their work for protection of the works which has been completed by them Suitable means shall be used to protect finished work when moving equipment

**52. Cleaning up of Work Site:-**

During construction, the contractor shall without any additional payment, at all times keep the working and storage areas used by him free from accumulation of waste material or rubbish. Upon completion of construction, he shall remove or

dispose of all temporary structures in a satisfactory manner, waste and debris and leave the premises in conditions satisfactory to the Engineer.

**53. Contractor's Employees at site:-**

The contractor shall provide, at the proper time the necessary workmen, supervisors and other personnel duly qualified, experienced and in sufficient numbers for the awarded works.

The change in qualifications and experience of different categories of personnel will require prior approval of the Engineer of the contract.

The contractor shall employ, at least one competent representative, whose name, qualifications and experience shall have been communicated in writing previously to the Engineer for prior approval to supervise the construction work. The said representative or if more than one shall be employed, then one such representative shall be constantly present at site during working hours and may receive any written orders or instructions which the Engineer or his authorized representative may issue.

The Engineer shall be at liberty to object to the representative or any person employ by the contractor in the execution of the works, who shall misconduct himself or be in competent or negligent and the contractor shall remove the person so objected, upon the direction from the Engineer, notice in writing requiring him to do so, and shall provide in his place a competent representative to be employed for the purpose of the work at site when the purchaser shall inform the contractor in writing to that effect. The service of the contractor's representative shall be made available for such period as the Engineer may require and he shall work at all reasonable times as may be necessary to complete the work within the period specified in the contract.

Contractor's representative / employees shall abide by all general regulation, in force on the site and to any special conditions affecting the local administration, issued by the purchaser or his duly authorized representative. All the employees of the contractor living on the land belonging to the purchaser shall be deemed to be aware of all dangers and risks incidental to the activities of the purchaser and other contractors and the condition of the purchaser's land and work from time to time, and the purchaser will not be responsible for any injury arising there from. The contractor shall discharge all the obligations under the Indian workman's compensation act and labour law so far as it affects the work under his control.

Employees Identification:

The contractor or his representative shall present his employee identification to the Engineer. Suitable method of identification shall be developed by the Engineer / purchaser and the contractor shall comply with the same.

**54. Replacement of Defective works and Rectification of Defects:-**

In case any defect is arising due to negligence or bad workmanship the same will be repaired / replaced by the contractor at his own cost and if required a new design shall be done and the cost of design and construction shall recovered from the contractor.

**55. With Holding of Payments:-**

The Engineer may withhold the whole of or part of any payment due to the contractor, for reasons including but not limited to the following :

- a) Non furnishing of documents such as project implementation schedule, progress reports etc.
- b) Defective work not remedied or guarantees not met.
- c) Claims filed against the contractor.
- d) Failure by the contractor to make due payments for the material or labour or sub contractors employed by him.
- e) Damage to another contractor directly employed by the purchaser.
- f) Insufficient progress.

When the grounds for withholding payments are removed, payments of the amounts to the contractor shall be made by the purchaser.

**56. Notice to the Contractors:-**

Any notice to the contractor as the purchaser deems fit shall be served through e-mail, registered post at registered or present office/ mailing address incorporated in the contract or through the authorized representative of the firm.

All such posting shall be deemed good service of such notice and the time mentioned in the conditions for doing any act after the notice shall be reckoned from the date on which such notice is delivered to the contractor in normal course.

**57. Performance Guarantee:-**

As per UP Govt. order no. 622/23-12-2012-2 Audit/08TC-2 dated 08.06.2012 in case rates quoted by the tenderer whose tender is accepted by the department, are below the estimated rates of the Department, then Performance Guarantee at following rates shall be deposited extra by tenderer before issue of letter of intent (LOI).

1. For quoting rates 1% to 10% below estimated rates an amount of 0.5% of estimated cost per 1% below rates quoted.
2. For quoting rates beyond 10% below estimated rates an amount of 1% of estimated cost per 1% below rates quoted.

If the Performance Guarantee is furnished in the form of guarantee bonds, the bank guarantee shall be in the name of concerned "Executive Engineer, Electricity Civil Transmission Division (Concerned Division) which shall be valid for the period till which the agreement is not finalized (Including Time Extension, If Any). The bank guarantee shall be released only after written consent of Engineer In Charge after approval from EOC.

**58. Jurisdiction:-**

All disputes arising out of or relating to the subject matter of contract shall be subject to the jurisdiction of Allahabad courts and under the High Court of Judicature of Allahabad only.

**Superintending Engineer**

**Contractor**

# Technical Specification

- I. **GENERAL QUALITY: -**  
The materials used in the work shall conform to the latest U.R, P.W.D. detailed specification No. 1 i.e. chapter for Brick, ballast (for building work) Bricks ballast collection, Stone ballast stone metal collection (for road works) collection of soling stone, collection of river boulders and quarry stone for Apron and pitching, kankar collection, Block kankar collection, Timber, Steel for use as reinforcement. Portland cement sand kankar lime, Building lime (Quick lime or un slaked white lime usually called for lime) slaked lime, cinder.
- II. **MORTARS: -**  
The mortars shall conform to the U.P.,P.W.D detailed specification no. 2 (chapter2) for port land cement mortar for masonry, pointing and plaster, lime cement, lime cement mortar for masonry and plaster, lime mortar, Mud mortar for brick work and plaster etc.
- III. **CARRIAGE OF MATERIALS : -**  
The carriage materials shall conform to the U.P., P.W.D. detailed specifications No.3 (Chapter 3)
- IV. **EARTH WORK : -**  
The earth work in foundations & plinths (Rock excavation) of foundation, site clearance leveling, dressings and setting out excavation plinth filling in building etc.
- V. **CONCRETE /R.C.C. :-**  
The concrete work of all nature including R.C.C. shall conform to the U.P.,P.W.D. detailed specifications No.5 (Chapter 5) for lime concrete (as in foundation) surface lime concrete (as in roofs and floors) R.C.C: work etc. and in cement concrete.
- VI. **BRICK WORK : -**  
The brick work of all nature shall conform to the U.P.,P.W.D. detailed specification No.6 (Chapter 6) for brick work, reinforced bricks work (for roofs and lintels etc.)
- VII. **D.P.C.: -**  
The D.P.C. of all nature shall conform to the U.P. P.W.D. detailed specification No.7 (Chapter 7) for damp proof course.
- VIII. **STONE MASONRY: -**  
The stone masonry of all nature shall conform to the U.P.,P.W.D. detailed specification No.8 (Chapter 8) for ashlar, coursed stone masonry, coursed rubble stone masonry, random coursed rubble masonry random rubble stone masonry, coolie-walking stone masonry for retaining and breast-walls.
- IX. **WOOD WORKS: -**  
The wood work of all nature shall conform to the U.P.,P.W.D. detailed specification No.9 (Chapter 9) for wood work wrought framed and fixed in door windows and clearstory windows frames and trusses, fully paneled, fully glazed or part paneled and part glazed shutter's for doors, windows and clear story windows, wood work for battened and braced door and windows shutters, wire gauge fly proof shutters
- X. **ROOF WORK : -**  
The roof work of all nature shall conform to the U.P. P.W.D. detailed specification no. 11 (Chapter 11) for jack arch roofing, flat roof finished in mud phuska.
- XI. **CEILING : -**  
The ceiling of all nature shall conform to the U.P., P.W.D. detailed specification No. 12 (Chapter 12) for planked ceiling and planked partition.
- XII. **PLASTER AND PAINTING : -**  
The plaster and pointing of all nature shall conform to the U.P.,P.W.D. detailed specification No. 13 (Chapter 13) for port land cement plaster or lime cement plaster, white lime plaster or kankar lime plaster pebbles dash and roughcast plaster and pointing
- XIII. **FLOORING**  
Flooring of all nature shall conform to the U.P.,P.W.D. detailed specification No. 14 (Chapter 14) for bricks flooring cement concrete floors granolithic floor, glazed earthenware tile work, tiled flooring, wooden Flooring & marble stone flooring.
- XV. **SURFACE WASHING : -**  
The surface washing of all nature shall conform to the U.P., P.W.D. detailed specification No. 16 (Chapter 16) for white washing & Colour washing.
- XVV. **DEMOLITION: -**  
The demolition shall conform to the D.P., P.W.D. detailed specification No. 17 (Chapter 17) for demolition.
- XVI. **ROAD WORK: -**  
The road work of all nature shall conform to the U.P.,P.W.D. detailed specification No. 20 (Chapter 20) for kankar consolidation, Brick Ballast consolidation, stone ballast consolidation, base course or sub base of bricks, surface dressing with bituminous binders. Laying lean premix macadam (8cm. thick and 10 em. thick base coat and top coat) Laying Bituminous Macadam (50 mm & 80 mm) thick coat of base coat and base course) Laying Asphaltic concrete (40 mm. and 25 mm. thick), Priming with bituminous primers, established soil layer for road based course, established soil with soft aggregate for road base coats laying bitumen carpet (2 mm. thick) laying gap bitumen concrete seal coat, bituminous penetration Macadam (full grout) Use of pre-coated chip for painting work on road and kankar pitching.
- XVII. All work shall be carried out as per latest U.P, P.W.D. specification and where ever the same is not available the work shall be carried out as per latest Indian standard specification or as per the direction of Engineer-in-charge.
- XVIII. The contractor will also ensure license for contract labor under regulation and award act 1070 at Utter Pradesh rules 197§ para 2 and 21.

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## IMPORTANT GUIDE LINE FOR TENDERER'S

1. The tenderers are required to read the tender documents carefully and go through the estimated rates before quoting their rates.
2. Bill of quantity is indicative of nature of work and may not indicate all operation but contractor has to carry out all the operation as per direction of Engineer-in-charge and as per U.P.P.W.D./UPPTCL/I.S.I., specification required to proper completion of the work.
3. The tender shall not be considered if the tenderer does not quote single percentage above or below for all item of work.
4. Before submitting the offer, the tenderer is supposed to inspect the site of work and acquaint himself regarding site condition/problem and facilities.
5. No extra compensation shall be admissible to the successful tenderer on account of any site condition.
6. Offer against tender is to be submitted in two sealed envelopes.
7. The tender set can also be downloaded from departmental website <https://etender.up.nic.in> and after depositing the required tender fee the contractor can participate in the tenders.
8. In the envelope marked part-I, The tenderer shall put earnest money for the amount mentioned in the tender notice, latest income tax clearance certificate, experience certificate in the proforma enclosed in the tender document and financial capacity certificate duly issued by the scheduled Bank as per the pre-qualification criteria.
9. The earnest money shall be in the form of fixed Deposit Receipt or call deposit receipt was prescribed in the tender notice duly pledged in favour of SUPERINTENDING ENGINEER Electy. Civil Trans. Circle, Lucknow.
10. Performance Guarantee- As per UP Govt. order no. 622/23-12-2012-2 Audit/08TC-2 dated 08.06.2012 in case rates quoted by the tenderer whose tender is accepted by the department, are below the estimated rates of the Department, then Performance Guarantee at following rates shall be deposited extra by tenderer before issue of letter of intent (LOI).
  - a. For quoting rates 1% to 10% below estimated rates an amount of 0.5% of estimated cost per 1% below rates quoted.
  - b. For quoting rates beyond 10% below estimated rates an amount of 1% of estimated cost per 1% below rates quoted.
  - c. If the Performance Guarantee is furnished in the form of guarantee bonds, the bank guarantee shall be in the name of concerned "Executive Engineer, Electricity Civil Transmission Division (Concerned Division) which shall be valid for the period till which the agreement is not finalized (Including Time Extension, If Any). The bank guarantee shall be released by written consent of Engineer In Charge after taking consent of EOC
11. Part-II of the tender shall contain the quoted price/price in the tender documents at the place prescribed exclusively for this purpose. The price/prices should not be quoted any where else otherwise the same shall lead to the disqualification of the offer.
12. After sealing both envelopes they should be submitted in this office on the same time before scheduled date & time.
13. Part-II of the tender offer shall be opened only after approval of Part-I from competent authority.
14. No part of the tender document shall be taken out and its seal should remain intact, otherwise the same shall lead to the disqualification the tender offer.
15. In case of tender being a firm it shall submit the constitution of the firm along with the power of attorney for signing the tender offer and representing the firm.
16. The work may be divided amongst more than one tenderer or only a part of work may be awarded to the successful tenderer at the discretion of the SUPERINTENDING ENGINEER Electricity Civil Transmission Circle, Lucknow.
17. No application affecting the prices and conditions shall be entertained after opening of tender offer.
18. If the date of opening of tender happens to be a holiday the same shall be opened on next working day.
19. The contractor should submit a copy of registration of GSTIN after allotment of work.
20. Anti profiteering clause :- "As per section 171 of CGST Act 2017, Any reduction in rate of tax on any supply of goods or services or the benefit of input tax credit shall be passed on to the recipient by way of commensurate reduction in prices. Hence supplier / manufacturer to ensure to pass the benefit of reduced prices to UPPCL. Further price quoted by supplier/manufacturer is subject to scrutiny under above section."

**Superintending Engineer**

**Contractor**

## **SCOPE OF WORKS / CONDITIONS**

1. The entire work shall be carried out as per standard UPPWD / UPPCL specifications and relevant I.S. Code unless and otherwise mentioned in the tender.
2. Quantities are approximate and may vary up to any extent on either side as per requirement of the site condition or may not be executed at all for which no extra claim shall be entertained.
3. Tendered rates for all the items shall be for finished items and shall include the cost of providing necessary power, water, fuel, tools and plants, tackles, material (Except to otherwise specifically mentioned) scaffolding, labour supervision, maintenance till handing over, repairs/ rectification etc, as may be directed by the Assistant Engineer in charge of the work.
4. The work may be carried in energized sub-station area having high voltage installation. Contractors must employ trained supervisor & labour to work in such electrical Hazardous area. All risk of men & materials shall be contractors responsibly.
5. Testing of material if any required shall be borne by the contractor Nothing shall be paid extra by the department.
6. Income tax / other tax if any levied by the government during contractual period as required shall be deducted by the department from the contractor's bill. GST shall be paid extra as legally applicable.
7. In case of any discrepancy between the language of items of bill of quantity and that of C.S.I., the later shall prevail.
8. Only In case of non availability of departmental water supply, the contractor will make his own arrangements. However, In case of departmental water supply 1.5% deduction will be made from contractor's bill for water charges for the items which involve water consumption.
9. The tenderers are requested to quote their rates on uniform percentage basis on all items below or above estimated rates, given for the B.O.Q. of the tender in the following manner, deviation may result in refection of Tender Bid.
10. Any material, if available in store or got from dismantling of works, shall be issued free of cost for the works and payment for labour portion only shall be made accordingly. But excess quantity above the standard consumption given in the contract shall be recovered at the rated given below.

**Superintending Engineer**

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