



U.P. POWER TRANSMISSION CORPORATION LIMITED
(UPPTCL GST No.:09AAACU8823E1Z9)

TENDER FOR CONSTRUCTION OF (33 KV MSKP) BAY AT 132 KV S/S DADANAGAR KANPUR.	
TENDER REFERENCE NO.	ET-07/ETC-I(K)/2026-27
TENDER FEE (INCLUDING GST)	Rs. 590/- TENDER Cost 500 +GST 18% Rs.90.00
EARNEST MONEY DEPOSIT (EMD)	Rs.3870/-
SCHEDULED END DATE AND TIME OF SUBMISSION OF BIDS	15.05.2026 (12:00 Hrs)
SCHEDULED DATE AND TIME OF OPENING OF PART-I	16.05.2026 (12:00 Hrs)

DETAILS OF BANK ACCOUNT FOR CREDIT OF TENDER FEE AND EMD	
BANK & BRANCH NAME	PUNJAB NATIONAL BANK, SWAROOP NAGAR, KANPUR
ACCOUNT NAME	SUPERINTENDING ENGINEER, ELECTRICITY TRANSMISSION CIRCLE-I, KANPUR
ACCOUNT TYPE	CURRENT ACCOUNT
ACCOUNT NO.	0727002100004177
IFSC CODE	PUNB0072700
MICR NO.	208024037
Bidders may contact SE, ETC-I, Kanpur in regard to any inquiry w.r.t. credit of Tender Fee & EMD	

**OFFICE OF THE
SUPERINTENDING ENGINEER
ELECTRICITY TRANSMISSION CIRCLE-I ,KANPUR
U.P. POWER TRANSMISSION CORPORATION LTD.**

[Email- setknp@upptcl.org](mailto:setknp@upptcl.org)

NOTICE INVITING TENDER

E-tender in two parts(covers),Part-I(cover-I)and Part-II(cover-II) are invited for works as per details given in following table.

TENDER FOR CONSTRUCTION OF (33 KV MSKP) BAY AT 132 KV S/S DADANAGAR KANPUR.	
Tender Reference. No.	ET-07/ETC-I(K)/2026-27
Tender Fee (including GST)	Rs. 590.00
Earnest Money Deposit (EMD)	Rs.3870/-
Scheduled end date and time of submission of bids	15.05.2026 (12:00 Hrs)
Scheduled date and time of opening of Part-I	16.05.2026 (12:00 Hrs)

The bid documents can be downloaded from e-Procurement website www.etender.up.nic.in.

1. Non-refundable Tender Fee shall be credited through RTGS/NEFT by the bidder direct in current account of **Superintending Engineer, Electricity Transmission Circle-I, Kanpur(Current Account Number- 0727002100004177, IFSC-PUNB0072700, Punjab National Bank, Swaroop Nagar,Kanpur-)** before scheduled end date and time of submission of bids, failing which the bid shall not be considered/opened. The scanned copy of pay-in-slip of Tender Fee, counter signed by the bidder is required to be uploaded.
2. EMD shall be either credited through RTGS/NEFT or submitted in the form of Bank Guarantee. In case of RTGS/ NEFT, EMD amount shall be credited by the bidder direct in the bank account mentioned in Sl. No. 1 above before scheduled end date and time of submission of bids, failing which the bid shall not be considered/ opened. The scanned copy of pay-in-slip of EMD, counter signed by the bidder is required to be uploaded. In case of EMD submitted in the form of BG, it should be executed on a non-judicial stamp paper, in favour of Superintending Engineer, Electricity Transmission Circle-I, U.P. Power Transmission Corporation Ltd., Kanpur, in the prescribed proforma given in the bid document and scanned copy of the BG shall be electronically uploaded. The original Bank Guarantee shall have to be submitted in the office of Superintending Engineer, Electricity Transmission Circle-I, Kanpur UPPTCL, before scheduled end date and time of submission of bids.
3. Tender Fee and EMD shall be credited tender-wise separately by the Firm's account i.e. there shall be no clubbing of Tender Fee and EMD amounts and submit its details as specified in tender notice and bid documents. The bid without Tender Fee and/or EMD shall not be considered under any circumstances and such bid shall be rejected. Tender Fee and/or EMD credited in the bank account mentioned in Sl. No. 1 above after scheduled end date and time of submission of bids shall not be considered under any circumstances including delay in banking transaction etc. and such bid shall be rejected and no further clarification shall be accepted in any case. There shall be no exemption from payments of Tender fee and EMD as MSME unit for work tender.
4. Bidder shall submit his Bid in two separate parts on e-tendering website <http://etender.up.nic.in> Bidders are requested to get themselves registered with U. P. Electronics Corporation Lucknow so as to obtain digital signature for participation. Only firms registered under GST are eligible to participate in tender and have to quote their GST number.
5. The bids shall be electronically opened publicly in the presence of bidder's representatives, who choose to attend, on the scheduled date and time as specified or on next working day in case of holiday. Date of opening of Part-II shall be intimated later on the website www.etender.up.nic.in. Please visit website www.etender.up.nic.in regularly for any other corrections/ amendments/ modifications/ extension still the date of submission of tender and thereafter.
6. Under signed reserves the right to accept or reject any offer without assigning any reason.
7. Dispute, if any, shall be under jurisdiction of Allahabad District Court in the State of U.P.

“SAVE ELECTRICITY IN THE INTEREST OF THE NATION”

**SUPERINTENDING ENGINEER
ETC-I, KANPUR UPPTCL**

1.	<u>INSTRUCTIONS TO TENDERERS</u>
1.1	Submission of E-Bids Bid Submission module of e-procurement website http://etender.up.nic.in enables the bidders to submit the e-bids online against this bidding published by the Purchaser. Bid may be submitted only during the period and time stipulated in the bidding. The bidders are advised to start the Bid Submission process well in advance so that they can submit their bids in time. The bidders shall submit their bids taking into account the server time, displayed in the e-procurement website. This server time is the time by which the bid submission activity will be allowed till the permissible time on the last date of submission stipulated in the schedule. The bidders cannot submit their bids after the completion of bid submission period. For delay in submission of bids due to any reasons, shall be responsibility of the bidder.
1.2	Bidders are advised to study the bid document carefully. Submission of bids against the tender notice shall be deemed to have been done after careful study and examination of the procedures, terms and conditions stipulated in the bid documents with full understanding of its implications. Before bidding, the bidder must assess the requirement of the material and gangs for the entire quoted quantity.
1.3	The bid document is available at e-procurement website http://etender.up.nic.in . Interested bidders may view, download the bidding document, seek clarification and submit their bid online in two parts (viz. Part-I for satisfaction of prequalifying requirements etc. and Part-II being the Price Bid) up to the scheduled date and time of submission through uploading on e-procurement website http://etender.up.nic.in
1.4	Non-refundable Tender Fee of Rs. 590/- (inclusive of 18% GST) shall be credited through RTGS/NEFT by the bidder direction current account of Superintending Engineer, Electricity Transmission Circle-I, Kanpur. Current Account Number-0727002100004177, IFSC-PUNB0072700, Punjab National Bank, Swaroop Nagar, Kanpur -before scheduled end date and time of submission of bids, failing which the bid shall not be considered/ opened. The scanned copy of pay-in-slip of Tender Fee, countersigned by the bidder is required to be uploaded.
1.5	Earnest Money Deposit (EMD) of Rs. 3870/- shall be either credited through RTGS/NEFT or submitted in the form of Bank Guarantee. In case of RTGS/NEFT, EMD amount shall be credited by the bidder direct in the bank account mentioned in clause 1.4 above before scheduled end date and time of submission of bids, failing which the bid shall not be considered/opened. The scanned copy of pay-in-slip of EMD, countersigned by the bidder is required to be uploaded. In case of EMD submitted in the form of BG, it should be executed on a non-judicial stamp paper, in favor of Superintending Engineer, Electricity Transmission Circle-I, U.P. Power Transmission Corporation Ltd., Kanpur , in the prescribed Performa given in the bid document and scanned copy of the BG shall be electronically uploaded. The original Bank Guarantee shall have to be submitted in the office of Superintending Engineer, Electricity Transmission Circle-I, Panki Kanpur before scheduled end date and time of submission of bids. In case of EMD credited through RTGS/NEFT, EMD amount of unsuccessful bidders shall be remitted in the account of concerned bidder (mentioned at Schedule-1) through RTGS / NEFT by office of SE, ETC-I, Kanpur. The bidder shall have no right to claim any bank interest incurred against such EMD amount.
1.6	Tender Fee and EMD shall be credited tender-wise separately by the bidder's account i.e. there shall be no clubbing of Tender Fee and EMD amounts and submit its details as specified in tender notice and bid documents. The bid without Tender Fee and/or EMD shall not be considered under any circumstances and such bid shall be rejected. Tender Fee and/or EMD credited in the bank account mentioned in clause 1.5 above after scheduled end date and time of submission of bids shall not be considered under any circumstances including delay in banking transaction etc. and such bid shall be rejected and no further clarification shall be accepted in any case.
1.7	The scanned copy of Tender Fee, EMD, Power of attorney must be uploaded electronically along with all the required documents as per bid documents in Part-I. The original copy of Power of Attorney made in the name of individual who signed bid document digitally through DSC & Validity Commitment on non-judicial stamp paper of Rs. 100/- each should be submitted to office of Superintending Engineer, Electricity Transmission Circle-I, Kanpur before scheduled end date and time of submission of bids.
1.8	All the required documents in the pdf format in Part-I and Financial Bid in the .xls format (excel sheet) in Part-II shall be uploaded by the bidders electronically.
1.9	Bidders are advised to upload the scanned documents with minimum of 150 dpi scanner to ensure readable uploaded e-bids
1.10	No deviation from the Technical Specification & Technical Conditions shall be acceptable.
1.11	The Bidder shall be solely responsible for all the documents submitted along with the Bid or later on. If at the stage of finalization of tendering process or during execution stage or even at any stage, any of the documents are found to be fake/fabricated/false etc., action may be taken against the Contractor/Firm which may include Cancellation of Bid/Contract, forfeiting of EMD/BGs, Debarring and Blacklisting of the Contractor/Firm and any other legal action deemed fit in the eyes of Law
1.12	The bids shall be electronically opened publicly in the presence of bidder's representatives, who choose to attend, on the scheduled date and time as specified or on next working day in case of holiday. Date of opening of Part-II shall be intimated later on the e-Procurement website www.etender.up.nic.in .
1.13	Please visit website www.etender.up.nic.in regularly for any other corrections /amendments /modifications/extensions till the date of submission of tender and thereafter.
1.14	The Purchaser reserves the right to cancel any or all the bids/annul the bidding process without assigning any reason thereof.
1.15	Bidders may contact office of Superintending Engineer, Electricity Transmission Circle-I, Kanpur in regard to any inquiry/clarification if they so required via email id- setknp@upptcl.org
1.16	Telegraphic Tenders shall not be considered under any circumstances.
2.	<u>Deadline for submission of E-Bids</u>
2.1	E-bids(Part-I and Part-II) must be submitted by the bidders at e-procurement website http://etender.up.nic.in not later than time and date as scheduled for submission of bids.
2.2	The Purchaser may at this discretion, extend this deadline for submission of bids by amending the bid documents.
3	<u>Late Bids</u>
3.1	The server time indicated in the e-procurement website http://etender.up.nic.in will be the time by which the bid submission activity will be allowed till the permissible date and time schedule in the bidding. Once the bid submission period is over, the bidder cannot submit their bid. Bidder has to start the Bid Submission well in advance so that the submission process is completed within the scheduled period, failing which; it shall be the bidder's responsibility.

4.	<u>Withdrawal and resubmission of E-Bids</u>
4.1	At any point of time, the bidder may withdraw their bid submitted online before the completion of bid submission period.
4.2	The bidder has to request the Purchaser with a letter, attaching the proof of withdrawal and submission of bid security/EMD in the office of the Purchaser for taking back the bid security/EMD as per the manual procedure.
4.3	No bid may be withdrawn in between the period fixed for submission of bids and the period of expiry. Withdrawal of a bid during this interval may result in the bidder's forfeiture of their bid security.
4.4	The bidder can resubmit their bid as and when required till the scheduled bid submission end date and time. The bid submitted earlier will be replaced by the new one. The bid security submitted by the bidder earlier will be used for revised bid and the new bid submission summary generated after the successful submission of the revised bid will be considered for evaluation purposes
4.5	The bidder can submit their revised bids as many times as possible by uploading their bid documents within the schedule period for submission of e-bids.
4.6	No bid can be resubmitted subsequently after the period for submission of bids is over.
5.	<u>Preparation of tender</u>
5.1	Before submission of the Tender, the bidders are required to make themselves fully conversant with the General Conditions of Contract, Instructions to Tenderers, General requirements of Specification including Schedules, Form A/B as may be applicable, Technical Conditions, Technical Specifications, drawings etc. so that no ambiguity arises at a later date in this respect.
5.2	Any inconsistency or ambiguity in the offers made by the bidder shall be interpreted to the maximum advantage of the Purchaser and disadvantage of the bidder. The bidder shall have no right to challenge the interpretation of the Purchaser in all such cases and the same shall be binding on the bidder.
5.3	The bid should be prepared and submitted strictly in accordance with the instructions contained in these specifications/bid documents. The bid shall be complete in all respects. Bid must be submitted in the manner specified on the attached prescribed schedules and/or copies thereof. To complete the proposal, the bidder must fill the tender form, declarations, schedules and data sheets, annexed with the specification item by item in accordance with the instructions and notes supplementary thereto. The interpolations, insertion, cutting and corrections made in the bid offers should be duly initialed by the tendered.
5.4	Each bidder shall supply the data required in sheets annexed with the specification by typing at appropriate places against each item to facilitate preparation of comparative statements. These sheets must be properly signed by authorized representative of the tendered/manufacturer testifying the data submitted. Schedules must be duly filled in and shall be enclosed with each copy of the bid. In case the bidder does not supply any of the required information at the time of bid, necessary loading may be made while evaluating the prices of his offer without giving him any further opportunity to supply or clarify the same. The bidders are notified that in case the required information are not furnished in the specified Performa/schedules attached with the specification, the Purchaser shall not be responsible for any error in the evaluation of their bids on this account. Further, failure to comply with this requirement may result in the rejection of the bid at the discretion of the Purchaser.
5.5	All statements and claims should be duly supported by authenticated copies of documents.
5.6	A set of technical, descriptive and illustrative literature along with drawings must accompany each copy of the tender so that a clear understanding of the equipment offered is obtained.
5.7	Bidders shall ensure to put initials on each and every page of the bid, last page of each document forming part of the bid shall bear full signature under official seal fully disclosing the name, designation and relationship with the firm of the signatory. In case of a partnership concern the bid may be signed by all the partners of the firm or by one of them holding Power of Attorney (Copy to be furnished with the offer). In case of Corporations/Companies, the bid may be signed either by the President or Secretary or any such person authorized to tender in the legal name of the corporation/company (Copy of such authority to be furnished along with offer).
	Besides, the bidders shall also furnish the following information:
	i) Name, designation, profession with postal addresses of all the Partners/Directors and other persons authorized to conduct business in respect of this tender.
	ii) Postal Addresses of the firm's works, registered head office, sales office, local offices etc.
	iii) Names and postal address of their authorized local representative/liaison officers.
	<u>Pre-Qualifying Conditions (POC) (from 6 to 7)</u> Bidders meeting the following conditions only will be considered:
6. a)	Tenderer must be registered in Income Tax Department (need to submit latest 03 year ITR) and required to submit the copy of PAN card with Part-1 of the tender.
b)	Tenderer should be registered in GST and should upload a copy of GST Registration.
c)	The quoted rate should be firm for at least 1 year. No price escalation shall be allowed.
d)	If rates quoted by the firm are below 10% then, 5% @ 0.5% for each percent up to 10% and 1% for each percent above 10% of estimated value, additional B.G./Performance guarantee will be taken in the form of F.D.R. / T.D.R. only The Contractor shall be submit additional security/performance guarantee as per UP Govt. order no. 622/23-12-2012-2 Audit/08 T.C.-2 dated 08.06.2012 which was adopted in its 53 rd BOD meeting of U.P. Power Transmission on dated 27.06.2017 before Agreement, as applicable
e)	The bidder who can produce character certificate issued by District magistrate will only qualify. Failing which the undersigned reserves the rights to reject the tender bid.
f)	Bidder should have experience of Construction of 33 KV or above voltage bay/same or similar work within the last 5 years from the date of publication of this tender. For which, attached copy of agreement and successful work completion certificate provided by the concerned Engineer must be uploaded:- 1. Three similar* completed works each costing not less than the amount equal to 40% of the estimated cost. Or 2. Two similar* completed work each costing not less than the amount equal to 50% of the estimated cost. Or 3. One similar* completed work costing not less than the amount equal to 80% of the estimated cost.

g)	Valid class 'A' certificate/Electrical license from competent authority as on the date of submitting their offer.	
h)	Copy of Labour license registration, proof shall have to be uploaded.	
7)	Uploading Unnecessary/Irrelevant/Unreadable documents may cause rejection of the Bid.	
8.	“Similar works mean :	
	The experience certificate should include Name of Division & Department Company, Name of work, Nature of work, Agreement No. & Date, Amount of work done, Period of completion as per contract, Period of actual completion, Details of penalty imposed (if any).	
9.	Additional Terms & conditions	
a)	In support of capability of the tendering Firm/individual to execute the work, Photo state copies of experience certificate of similar nature of work listed above be obtained from an Officer not below the rank of Executive Engineer, and is to be kept in Part-I of the bid. In the case of Public Limited Companies, the certificate should be signed by the person not below the rank of Director Technical or Managing Director of the firm.	
b)	Income Tax clearance certificate/profit & Loss Account, balance sheet duly signed by C.A.	
c)	The tenderer should be registered with income tax, GST & Labour deptt. Necessary document duly self-attested copies of Pan. Number, GST & Labour Deptt. Registered should be submitted	
d)	The tenderer should submit the affidavit in case of proprietary firms and self-attested partnership deed in case of partnership firms	
e)	Tenderer should be maintaining at least following staff on their roles which is to be deployed on this work in addition to other skilled and unskilled workmen as necessary for timely completion of the work.	
10	Nature of Work	Requirements (Qualified Personnel)
a)	The desired Tenderer should have provided minimum T&Ps in addition to the other T&Ps normally needed and to be deployed on this work for timely completion of the work.	
b)	Tenders are requested to submit mobile No., Email ID, Aadhar card & Valid bank account No. of firm with IFSC Code of bank and correspondence Address.	
11	Detail of experience agreement to be filled in schedule –B	
12	The Bidder in joint venture shall not be considered.	
13	Immediately on receipt of the order/LOI. An Authorized Representative of the Bidder should come with necessary Drawing for Approval to the Department.	
14	Bidder must be capable of undertaking both Works & Supplies as the Work is of Composite Nature with Type Test Reports for Supply Items as per Relevant IS and / or any other Specified International Standards for almost all the Supply Items in B.O.Q.	
15	The bidder shall have to submit notary verified affidavit that they have never been blacklisted / debarred by UPPTCL / UPPCL and no court case pending / charge sheet filed / FIR lodged by Department.	
16	E-tender not matching the required experience specification shall not be accepted.	
17	The undersigned reserves the right to cancel any E-tender or all the received E-tenders without assigning any reason thereof.	
18	Firm should visit site if required.	
19	Other terms & conditions shall be governed by General Terms & conditions as contained in Form “A” for work and in Form “B” for supply of material adopted in U.P.P.T.C.L.	
20	19 Completion schedule: The date of completion of the works FOR CONSTRUCTION OF (33 KV MSKP) BAY AT 132 KV S/S DADANAGAR KANPUR , as stipulated in the tender documents shall be deemed to be the essence of the Contract. The Contractor shall so organize his resources and perform the said work as to complete it within completion schedule. All statements and claims should be duly supported by authenticated copies of documents without which the bid is liable to be rejected summarily.	
	Submission of Tender Bidder shall submit his Bid in two separate parts on e-tendering website www.etender.up.nic.in . TENDER BID PART-I :	
	This part shall contain among others Tender Fee and EMD credit details, prequalifying details, technical and commercial details etc as per tender document	
	TENDER BID PART-II :	
	This part shall contain prices only.	
21	TENDER BID PART-I	
	Non-refundable Tender Fee shall be credited through RTGS /NEFT and submit its details as specified in tender notice and bid documents in Part-I. Bid without Tender Fee shall not be considered under any circumstances and such bid shall be rejected. Tender Fee and/or EMD credited in the bank account mentioned in clause 1.4 above after scheduled end date and time of submission of bids shall not be considered under any circumstances including delay in banking transaction etc. and such bid shall be rejected.	
	Earnest Money Deposit (EMD) shall be either credited through RTGS/NEFT or submitted in the form of Bank Guarantee and submit its details as specified in tender notice and bid documents. Bid without EMD shall not be considered under any circumstances and such bid shall be rejected. Any deviation from/or addition to the text of the specified proforma of Bank Guarantee shall render the Bank Guarantee invalid for the purpose of opening of Tender Bid Part-II.	
	BANK GUARANTEE from a scheduled bank in India, executed on a Non-Judicial Stamp Paper on the specified proforma appended with Form-‘A’/‘B’. Stamp duty in case of Earnest Money, submitted in the form of Bank Guarantee, will be @ Rs. 5/- per Rs. 1000/- of BG amount subject to the maximum of Rs. 10,000/- or as per latest provisions of the Indian Stamp Act. The Bank Guarantee is to be kept valid for a period of minimum six (6) months from the date of opening of Part-I of the tender	
	Besides the EMD and Tender Fee credit details, other relevant information and following documents duly filled in must also accompany Tender Bid Part-I	

	Schedule -'A' Tender Form
	Schedule -'B' Documents regarding prequalifying details
	Schedule -'C' Declaration
	Schedule- 'D' General Particulars
	Schedule -'E' Schedule of quoted guaranteed completion
	Income Tax Clearance
	GST registration
	The scanned copy of Tender Fee, EMD, Power of Attorney must be uploaded electronically along with all the required bid documents as per bid documents in Part-I. The original copy of Power of Attorney made in the name of individual who signed bid document digitally through DSC & Validity Commitment on non-judicial stamp paper of Rs. 100/- each should be submitted to office of the Superintending Engineer, Electricity Transmission Circle, -I, Kanpur before scheduled end date and time of submission of bids.
	<u>TENDER BID PART-II</u>
	Only the prices and the following documents duly filled in must accompany Tender Bid Part-II
	(1) Schedule - 'Q' : Schedule of Quantity and Prices.
	Part-I shall be electronically opened publicly in the presence of bidder's representatives, who choose to attend, on the scheduled date and time as specified or on next working day in case of holiday. Date of opening of Part-II shall be intimated later on the website www.etender.up.nic.in Please visit website www.etender.up.nic.in regularly for any other corrections/ amendments/ modifications/ extensions till the date of submission of tender and thereafter. Any action on the part of the bidders to revise the prices and/or change the structure of price(s) at his own instance after the opening of the tender may result in rejection of the bid and/or debaring the tendered from participation in purchases and/or works by the Corporation for one year in the first instance.
	The bids shall be valid for a period of Ninety (90) days from the date fixed for receiving of the tender.
22	<u>Prices and price structure</u>
	The work shall be done on under EE ETD-I Kanpur Hence the bidder must quote F.O.R. Destination (Ex-Site) prices of all the items in Kanpur in Indian rupees only. The Prices of all the items quoted in the Price Schedules shall remain "Fixed and Firm" in all respects during the currency of the contract. No price variation shall be applicable
	<u>Taxes and duties:</u>
	The prices quoted should be exclusive of GST which will be paid as applicable. The prices of imported items, if any, shall be inclusive of all taxes, duties, license fees, import/ custom duties etc. as legally applicable except GST. GST shall be payable, at the applicable rate for work contract, on landed cost of material, freight from port to site, insurance and packing and forwarding. Since the Line/Substation is immovable property of UPPTCL, this contract shall be treated as a "Work Contract" and uniform rate of GST, as legally applicable (Presently 18%), shall be payable on all supply items (contractor's self manufactured as well as bought out) and work items at the rate applicable for work contract. For all supply items, GST, as legally applicable, shall be payable at the applicable rate for work contract on ex-works price of the material, freight, insurance, packing & forwarding. Present rate of GST on work contract is 18%. For all work components, GST shall be payable at the applicable rate for work contract on all the components of work. Present rate of GST on work contract is 18%. No other taxes and duties shall be payable on any supply item (whether self manufactured or bought out) or work item except GST which shall be paid at the rate applicable for work contract. If so, these shall be borne by the Contractor them self and UPPTCL will not accept any liability on this account. No concessional tax certificates shall be provided by UPPTCL for any items. UPPTCL shall not bear any liability towards turnover tax, corporate tax and sales tax on works contract, income tax and any other such taxes & surcharge/cess on them. Liabilities towards these, if any, shall be to Contractor's account. UPPTCL shall be entitled to deduct Income tax, labor cess and other taxes at source in accordance with provisions of Income tax/other taxation laws as applicable from time to time. Prices quoted are after taking all the benefits of GST INPUT TAX CREDIT.
23	<u>GST registration, Income tax and sales tax clearance certificates</u> Only firms registered under GST are eligible to participate in tender. The bidder shall furnish with the tender, GST registration/GST returns, income tax and sales tax clearance certificates of current as well as preceding year, from the competent authority. The Purchaser reserves the right to reject any bid if GST/income tax/sales tax returns/clearance certificates are not furnished or the reasons for the bidder's inability to furnish such certificates are not given in the Tender.
24	<u>Evaluation of tender</u>
	In comparing tenders and making awards, the Purchaser may consider such factors as, compliance with specifications, relative quality and adaptability of suppliers or services, experiences, record of integrity in dealing, ability to furnish repairs and maintenance service, the time of delivery, capability to perform and

	<p>available facilities such as adequate shops, equipment, plant, technical organization etc. The bidders have to quote unit FIRM (Ex-Site) prices only.</p> <p>No payment prior to dispatch of materials shall be made by the Corporation under any circumstances. Bidders are advised not to ask for any such advance payment. Request for such advance payment will not be considered even if the bidders are willing to pay interest charges thereon. Bidders asking for advance payments are liable to be rejected.</p> <p>In case prices of some items are given in lump sum where unit prices are required, the Purchaser reserves the right to evaluate unit prices on the basis of quoted lump sum prices.</p> <p>The bidder shall quote prices/rates against each and every item of Price Bid (Part-II) in manner as desired in bill of material/schedule of price. If the bidder does not quote prices for any of the item(s)/component(s) as per BOQ, the offer of such item(s)/component(s) of bidder shall be considered free of cost as submitted with bid and the work and/or supply shall be carried out and completed as per BOQ/scope of work to the satisfaction of UPPTCL.</p>
	<u>25 Award of contract</u>
	<p>The Purchaser is not bound to accept the lowest or any bid and may reject any or all the bids without assigning any reason.</p> <p>The successful bidders, if required to do so, may have to enter into a contract agreement with the Purchaser as per General Conditions of Form-‘A’/‘B’ and other Special Conditions etc. attached with the Tender Specifications.</p> <p>For signing the contract a duly authorized representative of the successful bidder shall be required to sign and accept the contract at Kanpur at a reasonable notice.</p>
26	<u>Deviations</u>
	The bid should be strictly in line with the conditions, specifications and other requirements mentioned in the Tender Specification document.
27	<u>Clarification</u>
	In case any provision of the bid documents is not clear to the bidder or there is any ambiguity, clarifications should be obtained from the Purchaser before submission of the bid. After the opening of the tender, the interpretations as made by Purchaser shall be acceptable to the bidder.
28	<u>Canvassing</u>
	No bidder or his representative shall canvass any Corporation’s official or the engineer, with respect to his own or other’s bids. Contravention of this condition will result in rejection of his bid. This clause shall not be deemed to prevent the tendered from supplying to the Engineer any further information/clarification asked for by the Engineer
29	<u>Court of competent Jurisdiction</u>
	All disputes arising out of and touching or relating to the subject matter of agreement shall be subject to the jurisdiction of Local Courts of Kanpur and High Court of Judicature at Allahabad only.
30	<u>Arbitration clause 31 of Form-B/ clause 38 of Form-A</u>
	The following is deemed to be added at the end of Para-I in the Arbitration clause 31 of Form-B / clause no. 38 of Form-A whichever is applicable. In case of refusal / neglect by such nominee, Chairman UPPTCL may nominate another person in his place.’

SCHEDULE – ‘1’
DETAILS OF TENDER FEE SUBMISSION / EMD SUBMISSION

(to be furnished on Bidder / Firm’s letter head)(to be uploaded with Part-I)

SL. NO.	DESCRIPTIONS	TENDER FEE	EMD
1	TENDER NO.		
2	BIDDER / FIRM NAME		
3	GST NO.		
4	PAN NO.		
5	DATE OF TRANSACTION		
6	TRANSACTION / UTR NO.		
7A	AMOUNT TRANSFERRED(IN FIGURE)		
7B	AMOUNT TRANSFERRED(IN WORDS)		
8	BANK DETAILS OF BIDDER		
8A	BANK NAME		
8B	BRANCH ADDRESS		
8C	ACCOUNT HOLDER NAME		
8D	ACCOUNT TYPE		
8E	ACCOUNT NO.		
8F	IFSC CODE		
8G	BRANCH CODE		
8H	MICR NO.		
Encl: Scanned copy of pay-in-slip of TF & EMD, countersigned by the bidder is required to be uploaded.			
SIGNATURE OF BIDDER WITH SEAL			

SCHEDULE – ‘A’

From:

To: The Superintending Engineer , Electricity
Transmission Circle-I
U. P. Power Transmission Corporation Ltd.
Panki, Kanpur

Sir,

With reference to your invitation to tender for the above I / We hereby offer to the U. P. Power Transmission Corporation Ltd., the items in the Schedule of Prices and delivery annexed or such portion thereof as you determine in strict accordance with the annexed Conditions of the Contract Form – ‘B’/ ‘A’, specifications and schedules of Rates to the satisfaction of the Purchaser or in default thereof to forfeit and pay to U. P. Power Transmission Corporation Ltd.,the sum of money mentioned in the said conditions.

The rates quoted are inclusive pro-rata and in full satisfaction of all claims.

I / We agree to abide by tender for the period of one hundred twenty days from the date fixed forreceiving of the same: A sum of Rs:.....in the form of RTGS/NEFT/Bank Guarantee is herewith forwarded duly endorsed in favour of the Superintending Engineer, Electricity Transmission Circle ,U.P. Power Transmission Corporation Ltd., Kanpur as Earnest Money.

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

Encl: As above

Datedday of20.....

Yours faithfully,

Witness (with full address)(Signature of the tendered in full with seal)

1.

Name

2.

SCHEDULE – ‘B’

PRE QUALIFICATION DETAILS OF THE OFFER

(The Bidder shall furnish relevant document in support)

Sl.N.	Brief technical details of work	No. of years of experience of work	Name & complete address of purchaser (copy of performance reports be enclosed)	Order/contract no. & date along with date of compilation of work	Name of S/S or line where date of compilation	Period of trouble free operation	Copy of type test reports (enclosed /not enclosed)
1	2	3	4	5	6	7	8

SCHEDULE – ‘C’

DECLARATION

(To be executed on Non-Judicial Stamp Paper of Rs. 10/- with revenue stamp of Rs.1/- affixed)

Tender invited by :

Tender for :

Name of Tenderer Specification

Number :

Date of opening

In consideration of the U.P.Power Transmission Corporation Ltd. having treated the Tenderer to be an eligible person whose tender may be considered, the Tenderer hereby agrees to the condition that the proposal in response to the above invitation shall not be withdrawn within six months (or any extension thereof) from the date of opening of the tender, also to the condition that if thereafter the Tenderer does withdraw his proposal within the said period, the Earnest Money deposited by him may be forfeited to the U.P.Power Transmission Corporation Ltd. And at the discretion of the Purchaser, the Purchaser may debar the tendered from tendering for a minimum period of one year reckoned from the date of opening of the tender.

Signed this..... day of.....of year 20.....

Place:.....

Signed by :.....

Seal of the Company

Signature

Name & Designation:

Dated:

SCHEDULE 'D'
SCHEDULE OF GENERAL PARTICULARS

SN	Description	Requirement as per specification	Offered by Tenderer
(1)	(2)	(3)	(4)
1	Name of the Tenderer		
2	Registered office		
3	Postal address		
4	Official E-mail ID		
5	Fax No.		
6	Name, address, email ID & mobile no. of local representative		
7	Name, address, email ID & mobile no. of the officer of the tenderer/manufacture to whom all reference shall be made for expeditious coordination		
8	Weather the tenderer is sole proprietor/ partnership concern/PvtLtdcompany/public undertaking		
9	Authorized capital of the company		
10	Annual turnover per year (Rs.)		
11	State the name and designation of your relative(s) if any working in corporation		
12	Ref. No.& date of the tender offer		
13	Validity of offer		
14	Quantity offered		
15	Tender Fee (i) Bank - name & branch (ii) Date of transaction (iii) RTGS/NEFT reference no (iv) Amount (in figure & words)		
16	Earnest Money (i) RTGS/NEFT/BG No.& date (ii) Amount (iii) Validity (iv) Issuing Bank- name & branch		

17	Qualifying Requirements •Qualification of the Tenderer		
18	GST No.		
19	Whether GST Return furnished		
20	Whether GST Return / Clearance certificate furnished		
21	Whether Income Tax Return /Clearance certificate furnished		
22	Whether agreed to furnish Security Deposit		
23	Whether agreed to furnish Performance Bank Guarantee		
24	Whether agreed to furnish additional Performance Bank Guarantee		
25	Whether agreed to provisions of Form-A		
26	Whether agreed to terms of delivery schedule		
27	Whether agreed to terms of completion schedule		
28	Whether agreed to terms of payments		
29	Whether agreed to damages for delay in completion schedule		
30	Whether Guaranteed Technical Particulars furnished		
31	Whether F.O.R. destination prices quoted		
32	Whether prices are exclusive of GST		
33	Litigation and/or arbitration history		
34	Blacklisting and/or disqualification history		
35	Any Other Information		

Seal of the Company

Signature

Name & Designation:

Dated:

SCHEDULE – E'

SCHEDULE OF QUOTED DELIVERY / COMPLETION

(Guaranteed delivery / completion period will be reckoned from the date of issue of firm Letter of Intent)

TENDER FOR CONSTRUCTION OF (33 KV MSKP) BAY AT 132 KV S/S DADANAGAR KANPUR.. shall be completed within 90 Days from the date of issue of firm Letter Of Intent subject to availability of shutdown

Seal of the Company

Signature

Name & Designation:

Dated:

GENERAL CONDITIONS

These General Conditions & Financial Conditions shall be read and construed along with Form 'A'/B'. The provision of these General Conditions & Financial Conditions shall prevail, wherever there is any conflict or inconsistency with any provisions of Form 'A'/B', to the extent of such conflict and inconsistency.

1- SCOPE OF WORK

The Scope of the work covers the execution of work **FOR CONSTRUCTION OF (33 KV MSKP) BAY AT 132 KV S/S DADANAGAR KANPUR..** with all associated works as per Specification, Schedule of quantity and prices, General Conditions Form 'A'/B', Financial Conditions, General Requirements of Specification etc..The other works which have not been included in the price schedule but essential for successful completion of said work shall be done by the Contractor or without any additional cost under this contract. If the Contractor fails to carry out the work at any moment, the work shall be got done by some other agency on debatable basis and for that actual expenditure incurred plus 15% super vision charges may be recovered from the Contractor and security/earnest money or such other payments shall be forfeited. The scope of contract includes execution of work during shutdown periods from time to time. UPPTCL shall not be responsible for any idle/unutilized labour/ man-power, T&P etc. in absence/cancellation of shutdowns. Subletting of contract shall not be allowed. The Contractor must be registered with Directorate of Electrical Safety of UP Government as "A" Class electrical contractor. The Contractor must be registered with Employees' State Insurance Corporation (ESIC), Employee Provident Fund Organization (EPFO) and Labour Department.

2-MATERIAL AND WORK MANSHIP

The entire execution of work shall have to be done observing strict quality control in line with various drawings, conditions & technical specifications. Any sub-standard material/work supplied/done shall not be acceptable in any case. The material required for successful completion of work, T&P and labour as specified in the bill of quantity shall be arranged by the Contractor at his own cost. Entire manufacturing shall be in accordance with the best modern engineering practices .The material must be of ISI mark. The work man ship shall be of highest grade and shall be in accordance with the best modern engineering practices. In case of execution of work ,any work or part thereof not being found as per specification shall not be accepted and UPPTCL reserves the right to reject any work or part thereof if not found satisfactory.. The Contractor shall have to do the defective part of work again at his own cost. The cost of any test as ordered by the Supervising Engineer to ascertain the proper quality of work shall be borne by Contractor. The decision of Supervising Engineer shall be final with regard to quality of material supplied/work done. The Junior Engineer& Sub-Divisional Officer during their supervision shall ensure that such thing does not happen.

3- ESSENTIAL PARTS/ACCESSORIES& WORKS FOR COMPLETION OF WORK

The brief description of items in Rate Schedule shall not be construed to limit the scope of work, and the same shall be read in conjunction with corresponding sections of General Conditions, Form 'A'/B', Financial Conditions, General Requirements of Specification, etc.. In respect of the work to be executed under the contract all parts/accessories and/or works (not specifically mentioned in Rate Schedule) which are necessary or usual for their satisfactory and efficient operation of the plant / work shall be deemed to be within the Contractor's scope and shall be carried out by the Contractor without any additional cost whether they are specifically mentioned or not in the tender documents.

4- LABOUR

All types of labour, skilled & unskilled shall be arranged by the Contractor at his own cost. In this connection UPPTCL does not take any responsibility. However, if at any stage it is found

that proper skilled personnel has not been deployed by the Contractor for the work he has to withdraw the unskilled labour doing the skilled job and deploy skilled personnel meant for doing the job. Also that personnel deployed by the Contractor found indulging in the act of union, indiscipline or any thing objectionable shall be removed from site if asked to do so by Supervising Engineer.

5-T&P

All T&P required for proper execution / completion of works shall be arranged by the Contractor himself, at his own cost.

6-ELECTRICITY RULE

All construction work shall be carried out as per relevant provision of Indian Electricity Rule 1956 and Indian Electricity Act. 1910 or any amendment thereof. Technical specification of the contract and any other manual referred to there in shall be strictly adhered to.

7-SAFETY

All safety rules shall be strictly observed by the Contractor during the entire period of execution of work/ supply of material. However in case of any major or minor accident, the Contractor shall be wholly responsible for all consequence sari sing there of including payment of compensation under 'Workers' compensation Act and the department shall in no way be responsible of this Junior Engineer &Sub-Divisional Officer shall ensure that at no level the safety rules are violated. The Contractor shall bear all risk and responsibilities of his labour engaged by him. UPPTCL shall not beheld responsible for any casualty fatal or min or caused to the labour engaged by the Contract or at site and he himself shall be fully responsible there of and shall also bear all risks and responsibilities of his deployed labour.

8-ELECTRICITY

One point connection, if required, shall be given to Contract or free of cost for lighting and other works that he may require for proper execution of work or for doing any minor modification in the material supplied necessitated due to wrong interpretation of drawing/ specification or for any reason there of.

9-ACCOMODATION

No accommodation shall be provided by UPPTCL at site for housing of labour & material. However the Contractor can make his own temporary arrangement at place as decided by Supervising Engineer at site.

10-INSURANCE

- 1) The Contractor shall arrange, secure and maintain insurance as may be necessary and for all such amounts to protect his interests and the interests of the Purchaser, against all risks as detailed herein. Insurance premium payable shall be borne by the Contractor. The Contractor's failure in this regard shall not relieve him of any of his contractual responsibilities and obligations.
- 2) Any loss or damage to the equipment during handling, transporting, storage and erection, till such time the plant is taken over by Purchaser shall be to the account of the Contractor. The Contractor shall be responsible for preferring of all claims and make good for the damage or loss by way of repairs and/or replacement of the portion of the works damaged or lost. The transfer of title shall not in any way relieve the Contractor of the above responsibilities during the period of the contract. The Contractor shall provide the Purchaser with a copy of all insurance policies and documents taken out by him in pursuance of the Contract. Such copies of documents shall be submitted to the Purchaser immediately after such insurance coverage.
- 3) All costs on account of insurance liabilities covered under the contract will be on the Contractor's account and will be included in contract price.
- 4) The Contractor shall cover insurance, with IRDAI approved Indian Insurance Companies only. Successful tenderer has to submit WORK COMPENSATION POLICY of minimum Rs. 10.00 lakh per person or such amount as per orders of UPPTCL at the time applicable.
- 5) All the Contractor and the Purchaser supplied material and the line under erection, shall be kept insured for the losses, deterioration, theft etc. by the Contractor up to the time of taking over of the line. The storage cum-erection insurance shall be arranged by the Contractor and charges included in the erection rates and will not be paid extra by the Purchaser.
- 6) Any other insurance including the insurance of erection personal employed by the Contractor shall also be the responsibility of the Contractor and shall be done by the Contractor at his owncost.
- 7) The Contractor shall be fully responsible for safe custody of all the materials supplied to him for the erection of the line.

12-SECURITY/CUSTODY OF MATERIAL OF UPPTCL

The Contractor shall be fully responsible for round the clock security of UPPTCL's material taken out in his custody and any shortages/damages caused there on, shall be recovered from him as decided by the UPPTCL. UPPTCL does not take any responsibility in this regard.

13-THEFT & LOSSES

In case of any theft and losses of material duly handed over to the Contractor, he shall be fully responsible for the same. Necessary FIR shall be lodged by the Contractor with the concerning Police Station. And in case of losses or incurred, not having being recovered by Police, the recovery of same shall be made from the Contractor's pending bill and in case the recovery being found in excess of all claims of the Contractor arising out of this contract, the same shall be recovered from bills of other contract of the Contractor in the Division or from other Division of UPPTCL.

14-RECORDING MEASUREMENT

As soon as any work is completed or material received and check edits measurement shall be recorded in the MB by Junior Engineer immediately without waiting for bills to be raised by the Contractor. Sub-Divisional Officer will also ensure that Junior Engineer record shall measurement timely and if he does not do so, he will take all actions as deemed fit under intimation to higher officers. Issue of material on monthly basis to work shall been sured by J.E. and Sub-Divisional Officer. In case of any dispute in measurement and the Contractor not agreeing with it, he will

immediately bring the matter to the notice of Sub-Divisional Officer or the Supervising Engineer giving his reasons for incorrect measurement.

15- VERIFICATION OF BILLS

After the work has been satisfactorily completed as per contract and measurement recorded in the MB, the bill duly verified by Junior Engineer and Sub-Divisional Officer shall be submitted in divisional office. Any delay beyond that shall have to be justified by JE & SDO. There should not be any substantial gap between the date of verification of bills in MB and its submission in the office of EE.

16- SUPERVISION

Executive Engineer of concerned division or his representative shall be overall in-charge of supervision of each and every work in the contract. Junior Engineer entrusted together work done, shall personally ensure that the execution is done exclusively as per contract. In case of any deviation he will immediately write to Contractor under intimation to Sub-Divisional Officer. For any poor workmanship Junior Engineer and Sub-Divisional Officer shall be personally responsible.

17- SUPERVISING ENGINEER

Executive Engineer of the concerned division under Electricity Transmission Circle-I Kanpur shall be Supervising Engineer of the contract who shall be responsible for execution of contract on behalf of the UPPTCL in accordance with the terms and conditions thereof or the said work or such portion. Interpretation of all the terms and conditions of these documents and specifications shall be referred to Engineer and his decision shall be final.

18- JURISDICTION

The contract shall be governed by the Laws of Government of India for the time being in force in District Kanpur in state of Uttar Pradesh and shall be subject to the jurisdiction of High Court of Judicature at Allahabad U.P.

19- NOTICE TO THE CONTRACTOR

Any notice may be given to the Contractor, if the corporation thinks fit by the Registered post on the given address by the Contractor.

20- OTHER TERMS & CONDITIONS

The other terms and conditions shall be governed as per general terms and conditions of Form "A" in case of execution of work and Form "B" in case of supply of material, copy enclosed.

The above agreement is subject to compliance of all rules and regulation as per UPPTCL order no. 1688/पारेअनु०. 16/ पाठ्याकालि/2016&17/2011 Dated 23.08.2016 & 2269 -औसं०/2017-19(125)ए०एस/01 Dated 01.05.2017 and Board /Corporation specially insurance, labour Act and payment to labour by firms as per corporations order etc. & condition of standard Form- "A"/"B".

SIGN & SEAL OF CONTRACTOR

FINANCIAL CONDITIONS

These General Conditions & Financial Conditions shall be read and construed along with Form 'A'/'B'. The provision of these General Conditions & Financial Conditions shall prevail, wherever there is any conflict or inconsistency with any provisions of Form 'A'/'B', to the extent of such conflict and inconsistency.

1-PRICES

- 1) The work shall be done at **Various S/S under EE ETD-I Kanpur**. Hence the bidder must quote F.O.R. Destination (Ex-Site) prices of all the item in Kanpur
- 2) The Prices of all the items quoted in the Price Schedules shall remain "Fixed and Firm" in all respects during the currency of the contract. No price variation shall be applicable.

2-TAXES AND DUTIES

- 1) The prices quoted should be exclusive of GST which will be paid as applicable. Any other tax, duties, cess etc. levied by Govt. (Central / State) if levied shall be borne by the Contractor and deemed to be included in rates.
- 2) The prices of imported items, if any, shall be inclusive of all taxes, duties, license fees, import/custom duties etc. as legally applicable except GST. GST shall be payable, at the applicable rate for work contract, on landed cost of material, freight from port to site, insurance, packing and forwarding.
- 3) Since the transmission line will be immovable property of UPPTCL, this contract shall be treated as a work contract and GST shall be payable on all supply items (Contractor's self-manufactured as well as bought out) and work items at the rate applicable for work contract.
- 4) For all supply items, GST shall be payable at the applicable rate for work contract on Ex-Site price of the material.
- 5) For all work components, GST shall be payable at the applicable rate for work contract on all the components of work.
- 6) No other taxes and duties shall be payable on any supply item (whether self-manufactured or bought out) or work item except GST which shall be paid at the rate applicable for work contract.
- 7) No concessional tax certificate shall be provided by UPPTCL for any of the supply items.

UPPTCL shall not bear any liability towards turnover tax, corporate tax, sales tax on works contract, income tax and any other taxes & surcharge/cess. Liabilities towards these, if any, shall be to Contractor's account.

8) UPPTCL shall be entitled to deduct Income tax, labor cess and other taxes at source in accordance with provisions of Income tax/other taxation laws as applicable from time to time. Prices quoted are after taking all the benefits of GST INPUT TAX **CREDIT**.

9) Penal clause:

In case any credit, refund or other benefit is denied or delayed to UPPTCL due to any non-compliance by the Contractor (such as failure to upload the details of the supply on the GSTN portal, failure to pay GST to the Government) or due to non-furnishing or furnishing of incorrect or incomplete documents by the Contractor, the Contractor would reimburse UPPTCL the loss to UPPTCL including, but not limited to, the tax loss, interest and penalty.

10) Penalty for delay in completion of work

Penalty shall be deducted from bills in case of failure of completion schedule. Applicable GST shall be charged on the amount of such penalty.

11) Anti-Profiteering Clause:

As per section 171 of the Central Goods and Services Tax 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, the Contractor shall ensure to pass the benefit of reduced prices to UPPTCL. Further, price quoted by the Contractor is subject to scrutiny under the above provisions.

12) The material required for **above mentioned work** is being procured by UPPTCL and shall be the property of UPPTCL in all respect.

3-SECURITY DEPOSIT

1) The successful Bidder shall have to deposit, within 15 days of issuance of firm LOI, security deposit for an amount equal to 10 % of the total value of the contract in the form of FDR/CDR/BG valid for six (6) months for the due and faithful performance of the contract. Earnest money deposited by the Bidder may be converted into security

deposit. The security deposit shall be refunded to the Contractor on the satisfactory completion of tests and the taking over of the plant by the Purchaser.

2) The amount of earnest money may be converted in to security deposit.

3) The security money shall be released after six (6) months from the date of successful completion of supply/work and having successful completion certificate of the Executive Engineer concerned.

4) These security money shall be forfeited either in whole or in part at the absolute discretion of the Engineer, if the Contractor fails or neglect or observe or performing his obligation under the contract.

5 The successful Bidder shall have to furnish a performance bank guarantee for 10% value of the contract (exclusive of performance bank guarantee mentioned in clause 1 above) for correct quality and satisfactory performance of the works covered under this specification. This bank guarantee shall be valid for a period of twelve (12) months from the actual date of completion of work. Any defect in the equipment or the workmanship noticed in this period shall be rectified to the entire satisfaction of the Purchaser and if necessary the equipments replaced free of cost at site as the case may be.

6. The Contractor shall be submit additional security/performance guarantee as per UP Govt. order no. 622/23-12-2012-2 Audit/08 T.C.-2 dated 08.06.2012 which was adopted in its 53rd BOD meeting of U.P. Power Transmission on dated 27.06.2017 before Agreement, as applicable.

4-VARIATION IN QUANTITY

Variation shall be as per Form 'A'/'B'.

5- COMPLETION SCHEDULE

The Contractor shall organize his resources and perform the said work to complete it within completion schedule of **above mentioned work** and associated works shall be completed within Thirty (90) days from the date of issue of firm Letter Of Intent subject to availability of shutdown.

6-PENALTY FOR DELAY IN COMPLETION SCHEDULE

If the Contractor fails to execute the work/deliver the material within specified time schedule for completion of work/supply, a penalty @ ½ % per day or part there of as per Form-A.

7-TERMS OF PAYMENT

Subject to any deduction which the Purchaser may be authorized to make under the contract, or subject to any additions or deductions provided for under clause 12 of Form-A, the Contractor shall be entitled to payment as follows-

Erection work:

(a) 90% of running bill.

(b) Balance 10% after WORK

8-WORK COMPENSATION POLICY

Successful tenderer has to submit WORK COMPENSATION POLICY of minimum **Rs. 10.00 Lakh** per person or such amount as per orders of UPPTCL at the time applicable.

11-WITHHOLDING OF PAYMENT

The payment can be withheld among others on account of following at the discretion of Supervising Engineer:-

1) Defective work/material not rectified. 2) Claims filed against the Contractor.

3) Damage to another contractor directly employed by the Purchaser.

4) Violation of any contract dual obligation on part of the Contractor.

5) Failure by the Contractor to make due payment of material or labour employed by him.

6) Insufficient progress of work.

When the grounds for with holding the payments are removed ,payment shall be made without any delay.

SIGN & SEAL OF CONTRACTOR

FORM-A

General Conditions of contract for the Supply of Plant and the Execution of Works in the

U.P. Power Transmission Corporation Limited.

- 1. Definition of terms:** In construing these General Conditions and the annexed specification, the following words shall have the meanings herein assigned to them unless there is anything in the subject or context inconsistent with such construction:

The “Purchaser” or the “Corporation” shall mean the U.P. Power Transmission Corporation Ltd. (UPPTCL) and shall include its successors and assigns.

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

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

The “Engineer” shall mean the officer placing the order for the work with the Contractor and such other officer as may be duly authorized and appointed in writing by the Purchaser to act as Engineer for the purposes of the contract and in case where no such officer has been so appointed, the Purchaser or his duly authorized representative.

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

The “Contract” shall mean and include the General Conditions, Specifications, Schedules, Drawings, Form or Tender, Covering Letter, Schedule of Prices, or the final General Conditions, Specifications and Drawings and the Agreement to be entered into under clause 3 of these General Conditions.

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

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

“Tests on Completion” shall mean such tests as are prescribed by the Specification to be made by the Contractor before the plant is taken over by the Purchaser.

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

“Month” shall mean calendar month.

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

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

Words importing the singular only shall also include the plural and vice versa where the context requires.
- 2. Contract:** A formal agreement shall, if required by the Purchaser, be entered into between the Purchaser and the Contractor for the proper fulfilment of the contract.

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

The charges in respect of vetting and execution of the contract document shall be borne by the Contractor. The Contractor shall be furnished with an executed stamped counterpart of the Agreement. The import license fee will in each case have to be paid by the Contractor, import license may have to be taken in Corporation’s name.

After the tender has been accepted by the Purchaser, all orders or instructions to the Contractor shall, except as herein otherwise provided, be given by the Engineer on behalf of the Purchaser.
- 3. Submitting of contract:** The Contractor shall not, without the consent in writing of the Engineer or Purchaser, which shall not be unreasonably withheld, assign or sublet his contract, or any substantial part thereof other than for raw materials, for minor details, or for any part of the plant / work of which the makers are named in the contract provided that any such consent shall not relieve the Contractor from any obligation, duty or responsibility under the Contract.

4. Power to vary or omit work: No alterations, amendments, omissions, additions, suspensions or variations of the work (therein after referred to as “Variations”) under the contract as shown by the contract drawings or the Specification shall be made by the Contractor except as directed in writing by the Engineer, but the Engineer shall have full power, subject to the proviso hereinafter contained, from time to time during the execution of the contract by notice in writing to instruct the Contractor to make such variations without prejudice to the contract, and the Contractor shall carry out such instructions, and be bound by the same conditions, as far as applicable, as though the said variations occurred in the specification. If any suggested variations would, in the opinion of the Contractor, if carried out, prevent him from fulfilling any of his obligations or guarantees under the contract, he shall notify the Engineer thereof in writing, and the Engineer shall decide forthwith whether or not the same shall be carried out, and if the Engineer confirms his instructions, the Contractor’s obligations and guarantees shall be modified to such an extent as may be justified. The difference of cost, if any, occasioned by any such variations, shall be added or deducted from contract prices as the case may require. The amount of such difference, if any shall be ascertained and determined in accordance with the rates specified in the Schedules of Prices, so far as the same may be applicable and where the rates are not contained in the said Schedules, or are not applicable, they shall be settled by the Engineer and Contractor, jointly as far as possible, before such variations are carried out: Provided that the Purchaser shall not become liable for the payment of any charge in respect of any such variations, unless the instructions for the performance of the same shall have been given in writing by the Engineer.

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

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

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

5. **Negligence:** If the Contractor shall neglect to execute the work with due diligence and expedition, or shall refuse or neglect to comply with any reasonable orders given to him in writing by the Engineer in connection with the manufacture or supply or work, or shall contravene any provision of the contract, the Purchaser may give seven day’s notice in writing to the Contractor to make good the failure, neglect or contravention complained of, and if the Contractor shall fail to comply with the notice within a reasonable time from

the date of service thereof in the case of failure, neglect or contravention capable of being made good within that time, then and in such case, the Purchaser shall be at liberty to employ other workmen and forthwith perform such work as the Contractor may have neglected to do, or if the Purchaser shall think fit, it shall be lawful for him to take work wholly or in part, out of the Contractor’s hands and give it to another person on contract at a reasonable price or provide any other materials, tools, tackle or labour for the purpose of completing the work, or any part thereof, and in that event the Purchaser shall without being responsible to the Contractor for fair wear and tear as the same, have the free use of all the materials, tools, tackles or other things which may be on the site, for use at any time in connection with the work to the exclusion of any right of the Contractor over the same, and the Purchaser shall be entitled to retain and apply any balance which may be otherwise due on the contract by him to the Contractor or such part thereof as may be necessary, to the payment of the cost of executing such work/manufacture or supply of such plant as aforesaid.

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

6. **Deaths, Bankruptcy etc:** If the Contractor shall die or commit any act of bankruptcy, or being a corporation commence to be wound up except for reconstruction purposes or carry on its business under a receiver, the executors, successors, or other representative in law of the estate of the Contractor or any such receiver, liquidator, or any person in whom the contract may become vested shall forthwith give notice thereof in writing to the Purchaser and shall for one month, during which he shall take all reasonable steps to prevent a stoppage of the works, have the option of carrying out the contract subject to his or their providing such guarantee as may be required by the Purchaser, but not exceeding the value of the work / plant for the time being remaining unexecuted. In the event of stoppage of the works the period of the option under this clause shall be fourteen days only. Provided that should the above option not be exercised, the Contractor may be determined by the Purchaser by notice in writing to the Contractor, and the Purchaser may exercise the same

power which he could exercise and will have the same rights which he would have under the last preceding clause if the work had been taken out of the Contractor's hands under that clause.

7. **Engineer's supervision:** All the works shall be carried out under the direction and to the reasonable satisfaction of the Engineer. If supervision of erection or complete erection is included in the contract, the Contractor shall be responsible for the correctness of the positions, levels, and dimensions of the works according to the drawings notwithstanding that he may have been assisted by the Engineer setting out the same.
8. **Engineer's decision:** In respect of all matters which are left to the decision of the Engineer, including the granting or withholding of certificates, the Engineer shall, if required so to do by the Contractor, give in writing a decision thereon, and his reasons for such decision. If the decision is not accepted by the Contractor the matter will, at the request of the Contractor, be referred to arbitration under the provision for arbitration hereinafter contained, but subject to the right of reference to arbitration such decision shall be final and binding on the Contractor.
9. **Contractor's representatives and workmen:** If the supervision of erection or complete erection is also included in the contract, the Contractor shall have employ at least one competent representative, and whose name or names shall have previously been communicated in writing to the Engineer by the Contractor to superintends the erection of the plant and the carrying out of the works. The said representative, or if more than one shall be employed, then one of such representatives, shall be present on the site during the working hours, and any written orders or instructions which the Engineer or his duly authorized representative whose name shall have been previously communicated in writing to the Contractor may give to the said representative of the Contractor shall be deemed to have been given to the Contractor.
The Engineer shall be at liberty to object to any representative or person employed by the Contractor in the execution of or otherwise about the works who shall in his opinion misconduct himself or be incompetent or negligent and the Contractor shall remove the person so objected to upon receipt from the Engineer of notice in writing requiring him to do so and shall provide in his place a competent representative at the Contractor's expense. The Purchaser shall provide suitable living accommodation on the site for the use of Contractor's representative unless the Contractor exempts him from his liability.
10. **Liability for accidents and damage:** Until the plant is taken over or is deemed to have been taken over aforesaid, the Contractor shall also be liable for and shall indemnify the Purchaser in respect of all injury to person or damage to property resulting from the negligence of the Contractor or his workmen or sub-contractors or from defective design, or work, but not from any other cause:

Provided that the Contractor shall not be liable for any loss of profit or loss of contract or any other claim made against the Purchaser not already provided for in the contract, nor for any injury or damage caused by or arising from the acts of the Purchaser or of any other person or due to circumstances over which the Contractor has no control, nor shall his total liability for loss, damage or injury under this clause exceed the total value of the contract.

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

Only applicable to complete erection contract: In the event of any claim being made, or action brought against the Purchaser involving the Contractor and arising out of the matters referred to and in respect of which the Contractor is liable under this clause, the Contractor shall be immediately notified thereof, and he shall, with the assistance, if he so requires of the Purchaser, but at the sole expense of the Contractor conduct all negotiations for the settlement of same or any litigation that may arise there from. In such case, the Purchaser, shall, at the request and expense of the Contractor, afford all reasonable and available assistance for any such purpose.
11. **Insurance:** The Contractor shall insure the plant and shall keep it insured against loss by theft, destruction or damage by fire, flood, undue exposure to the weather, or through riot civil commotion, war or rebellion, for the full value of the plant from the time of delivery F.O.R. works until the plant is taken over under clause 35. This insurance shall also cover loss by theft on site in the case of contract where the Contractor is responsible for complete erection but not in other cases.
12. **Certificates not to effect rights of the Purchaser or Contractor:-**
 - (1) No certificate of the Engineer on account, nor any sum paid on account by the Purchaser, nor any extension of time granted or prejudice the rights of the Purchaser, against the Contractor, either under this agreement or

under the law or relieve the Contractor of his obligations for the due performance of the contract, or be interpreted as approval of the work done or of the material supplied.
 - (2) No certificate of the Engineer shall create liability in the Purchaser to pay for any alterations, amendments,

variations or additions not ordered in writing by the Engineer, or absolve the Contractor of his liability for the payment of damages whether due ascertained, or certified or not of any sum against the payment of which he is bound to indemnify the Purchaser, not shall any such certificate nor the acceptance by him of any sum paid on account or otherwise affect or prejudice the rights of the Contractor against the Purchaser, either under this agreements or under the law.

13. **Suspension of the works:** The Purchaser shall pay to the Contractor all reasonable expenses, incurred by the Contractor by reasons of suspension of the works in writing of the Purchaser or the Engineer unless such suspension or delay shall be due to somedefault on the part of the Contractor or sub-contractor.
14. **Extension of time for completion:** The time given to the Contractor for erection or completion, as the case may be, shall be reckoned from the date of receipt by the Contractor of the order, together with all necessary information and drawings, to enablethe work to be put in hand.

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

15. **Regulations of local authorities:** The Purchaser shall throughout the continuance of the contract and in respect of all matters arising in the performance thereof, serve all notices and obtain all consents, way-leaves, approvals, and permission required in connection with the regulations and by laws of any local or other authority which shall be applicable to the works. All works shall be executed in accordance with the Indian Electricity Rules 1956, and any statutory modifications thereof wherever applicable unless otherwise agreed to in writing by the Engineer.
16. **Arbitration:** If any dispute, difference or controversy shall at any time arise between the Contractor on the one hand and the U.P. Power Transmission Corporation Limited and the Engineer of the contract or the other touching the contract, or as to the true construction, meaning and intent of any part or condition of the same, or as to manner of execution, or as to the quality or description of, or payment for the same, or as to the true intent, meaning, interpretation, construction or effect of the clauses of contract, specification or drawings or any of them, or as to anything to be done, committed or suffered in pursuance of the contact or specifications or as to the mode of carrying thecontract into effect, or as to the breach of alleged breach, or as to obviating or compensating for the commission of any such breach, or as to any other matter or thing, whatsoever connected with or arising out of the contact and whether before or during the progress or after the completion of the contract, such question, difference or dispute shall be referred for adjudication to the Chairman, U.P.Power Transmission Corporation Limited or to any other person nominated by him in this behalf and his decision in writing shall be final, binding and conclusive. This submission shall be deemed to be a submission to arbitration within the meaning of the Indian Arbitration Act 1940 or any statutory modification there of. The arbitrator may from time to time with consent of the parties enlarge the time for making and publishing the award.

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

Work under the contract shall, if reasonably possible, continue during the arbitration proceedings, and no payments due or payable by the Corporation shall be withheld onaccount of such proceeding.

- 38-A **Court of competent Jurisdiction:** Any action taken or proceedings initiated on any of the terms of this agreements shall be only in the court of competent Jurisdiction under the High court of Judicature at Allahabad.
39. **Construction of contract:** The contract shall in all respect be construed and operated as a Contract as define in the Indian Contract Act 1872, and all payments there under be made in rupees unless otherwise specified.
40. **Marginal Notes:** The marginal notes to any clause of this Contract shall not affect or control the construction of such clause.

FORM OF 10% GUARANTEE BOND

THIS DEED OF GUARANTEE made onday of.....20.....By the.....
(hereinafter called "the Guarantor") of the part IN FAVOR of the U.P. Power Transmission Corporation Limited
(hereinafter called "the Purchaser") of the other part.

WHERE AS in accordance with the contract agreement dated theday of 20..... (hereinafter
called 'the Said Contract') entered in to between the Purchaser & messes.....a company within the meaning of
the Companies Act and having its registered office at (hereinafter called 'the Contractor')agreed to
supply to the Purchaser the
.....as provided in the said Contract.

AND WHEREAS the payment terms under the said contract provide that in order to take 100% payment of
the Contract value the Contractor shall furnish to the Purchaser a Bank Guarantee in the sum of 10% value of each
consignment dispatched valid of

AND WHEREAS instead of furnishing separate guarantees as aforesaid the Contractor wishes to furnish
one guarantee in the sum of 10% value of the Contract valid for and
reckoned from the date.....

NOW THIS DEED WITNESSES AS FOLLOWS

1. In consideration of the premises the Guarantor hereby undertakes that the Contractor shall duly supply the aforesaid material of the correct quantity and strictly in accordance with the said contract failing which the Guarantor shall pay to the Purchaser on demand such amount or amounts as the Guarantor may be called upon to the maximum aggregate of Rs being 10% of the Contract value.
2. The Guarantor shall pay to the Purchaser on deemed the sum under Clause 1 above without demur and without requiring the Purchaser to invoke any legal remedy that may be available to it to compel the Guarantor to pay the same or to compel such performance by the Contractor, provided that where the Guarantor considers the demand of the Purchaser unjustified, shall nevertheless pay the same through under protest to the Purchaser and shall not withhold payment on that account.
3. This guarantee shall come in to force from the date hereof and shall remain valid forCalendar months from the date of theof the last consignment of goods dispatched which date, of dispatched according to contract is theday of if, however, the period of the contract is for any reason extended thereby extending the said date, and upon such extension, if the Contractor fails to furnish a fresh or renewed Bank Guarantee for the extended period, Guarantor shall pay to the Purchaser the said sum of Rs or such lesser sum as the Purchaser may demand.
4. The guarantee herein contained shall not be affected by any change in the constitution of the Guarantor or of the Contractor.
5. Any account settled between the Contractor and the Purchaser shall be conclusive evidence against the Guarantor of the amount due and shall not be questioned by the Guarantor.
6. The neglect or forbearance of the Purchaser in enforcement of payment of any monies the payment whereof is intended to be hereby secured or the giving of time by the Purchaser for the payment thereof shall in no way relieve the Guarantor of its liability under this deed.
7. The Purchaser and the Contractor will be at liberty to carry out any modifications in the said Contract or during the terms of the said Contract and any extensions thereof, notice of which modifications to the Guarantor is hereby waived
8. The expression 'The Purchaser' and 'The Guarantor' and 'The Contractor' shall unless there by anything repugnant to the subject or context include the respective successors and assigns.
9. Notwithstanding anything Contained above, the liability of the Guarantor hereunder is restricted to the said sum Rs..... and this guarantee shall expire on the.....day of.....20.....Unless a claim under guarantee is filed with the Guarantor within six months of such date, all claims shall lapse and the Guarantor shall be discharged from the guarantee.

IN WITNESS WHERE OF

For and on behalf of the Guarantor his signed this deed, on the day and year first abovewritten, witness;

1..... Signed by
.....

2..... For and on behalf of the
..... Guarantor