

**E-TENDER NOTICE No.
05/SE-TRAINING/UNL/2023-24**



U.P. RAJYA VIDYUT UTPADAN NIGAM LTD.
14-Ashok Marg, Lucknow –226001

E-TENDER DOCUMENT

E-Tender notice no.-05/SE-TRAINING/UNL/2023-24

**Name of Work-Supply of Lunch/Snacks Packets & other edible items
at Shakti Bhawan, Lucknow**

**OFFICE OF THE
SUPERINTENDING ENGINEER
TRAINING UNIT
7th FLOOR, SHAKTI BHAWAN EXTN.
U.P. RAJYA VIDYUT UTPADAN NIGAM LTD.
14-Ashok Marg, Lucknow –226001
CIN: U40101UP1980SGC005065**

INSTRUCTIONS TO THE BIDDERS

The instructions to the bidders are as follows: -

Submission of E-Bids: The 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. Bidders are advised 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.

The bidders shall follow the instructions mentioned herein under for submission of their e -bids:

- (i) For participating in bids through the e -bidding system, it is necessary for the bidders to be the registered users of the e-procurement website <http://etender.up.nic.in> . The bidders shall first register themselves on the e-bidding website, if they have not done so previously, using the option “Click here to enroll” available on the home page of the website.
- (ii) In addition to the normal registration, the bidder has to register with their Digital Signature Certificate (DSC) in the e -bidding system and subsequently he/ she will be allowed to carry out his /her bid submission activities. Registering the Digital Signature Certificate (DSC) is a onetime activity. Before proceeding to register their DSC, the bidder shall first log on to the e -bidding system using the User Login option on the home page with the logging Id and Password with which they has registered as per clause 1(a) above. For successful registration of DSC on e -procurement website <http://etender.up.nic.in>, the bidder must ensure that they possess class-2 /Class-3 DSC issued by any certifying authorities duly approved by Controller of Certifying Authorities. The bidder is also advised to register their DSC on E- procurement website well in advance before bid submission period & time so that they do not face any problem while submitting their e-bid against this bidding. The bidder can perform User Login creation and DSC registration exercise as described in clauses 1(a) and 1(b) above even before bid submission period starts. The purchaser shall not be held responsible if the bidder tries to submit their e -bid at the last moment of submission of bid, but could not submit due to DSC registration problem.
- (iii) The bidder can search for active biddings through “Search Active Biddings” link, select a bidding in which they are interested in and then move it to ‘My Biddings’ Folder using the option available in the Bid Submission menu. After selecting and viewing the bidding, for which the bidder intends to bid, from “My Biddings” folder, the bidder can place their bid by clicking “pay

Offline” option available at the end of the view bidding form. Before this, the bidder should download the bidding document and price Schedule/Bill of Quantity (BOQ) and study them carefully. The bidder shall keep all the documents ready as per the requirements of bidding document in the PDF format except the Price Schedule/Bill of Quantity (BOQ) which shall be in the XLS Format (EXCEL sheet).

- (iv) After clicking the ‘Pay offline’ option, the bidder shall be redirected to the relevant page of Terms and conditions. The bidder shall read the Terms and conditions before proceeding to fill in the Bidding fee EMD offline payment details. After entering and saving the Bidding Fee and EMD details, the bidder shall click “Encrypt & Upload” option given in the offline payment details form so that “Bid Document Preparation and Submission” window appears to upload the documents as per technical (Fee details, Qualification details, Bid Form and Technical Specification details) and financial (Bid Form and Price Schedule/BOQ) schedules/packets given in the bidding details. The details of the Demand Draft or any other accepted instrument which is to be physically sent in the original before opening of technical bids, should tally with the details available in the scanned copy and the data entered during with submission time otherwise the bid submitted shall not be accepted.
- (v) Next, the bidder should upload the Technical Bid Documents for fee details (Bidding fee and EMD), Qualification details as per PQC, and Financial Bid documents as per BOQ of bidding document. Before uploading, the bidder has to select the relevant Digital signature Certificate. They may be prompted to enter the digital signature Certificate password, if necessary. For uploading, the bidder should click “Browse” button against each document label in Technical and Financial schedules/packets and then upload the relevant PDF/XLS files already prepared and stored in the bidder computer.
- (vi) The Bidder shall click “Encrypt” next for successfully encrypting and uploading of required documents. During the above process, the bid documents are encrypted/ locked electronically with the DSC’s of the Bid openers to ensure that the bid documents are protected, stored and opened by concerned bid openers only.
- (vii) After successful submission of bid documents, a page giving the summary of bid submission will be displayed that the process of e - bid submission is completed. The bidder can take a printout of the summary using the “print” option available in the window as an acknowledgement for future reference.
- (viii) Purchaser reserves the right to cancel any or all Bids without assigning any reason.
- (ix) The Bidders are advised to upload the scanned documents with minimum of 150 dpi scanner to

ensure readable uploaded e- Bids.

2. Deadline for Submission of E-Bids:

- a) E-Bids (Technical & Financial) must be submitted by the bidders at e-Procurement website <http://etender.up.nic.in> not later than .
- b) The Purchaser may' at this discretion, extends this deadline for submission of bids by amending the bid documents.

3. Late Bids The server time indicated in the Bid Management window on 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 responsibility.

4. Withdrawal and Resubmission of E-Bids -

- a) At any point of time, a bidder may withdraw their bid submitted online before the bid completion of bid submission period. For withdrawing, the bidder shall first log in using their login id and password and subsequently by their Digital Signature Certificate on the e-procurement website <http://etender.up.nic.in>. The bidder shall then select "My Bids" option in the Bid Submission menu. The page listing all the bids submitted by the bidder shall be displayed. Click "View" to see the details of the bid to be withdrawn. After selecting the "Bid Withdrawal" option, the bidder has to click "Yes" to the message "Do you want to withdraw this bid?" displayed in the Bid Information window for the selected bid. The bidder also has to enter the reason for withdrawing the bid and upload the same for withdraw before clicking the "Submit" button. The bidder has to confirm again by pressing "Ok" button before finally withdrawing their selected bid.
- b) 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 purchaser for taking back the bid security/EMD as per the manual procedure.
- c) 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 forfeiture of their bid security.
- d) 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. For resubmission, the bidder shall first log in using their Login id and Password and subsequently by their Digital Signature Certificate on the e-procurement website <http://etender.up.nic.in>. The

bidder should then select “My Bids” option in the Bid Submission menu. The page listing all the bids submitted by the bidder will be displayed. Click “View” to see the details of the bid to be resubmitted. After selecting the “Bid Resubmission” option, click “Encrypt & Upload” to upload the revised bid documents by following the methodology provided in clauses 1(i) to 1(ix).

- e) The bidders can submit their revised bids as many times as possible by up loading their bid documents within the schedule period for submission of e-bids.
 - f) No bid can be resubmitted subsequently after the period for submission of bids is over.
5. 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.
 6. 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 up to the prescribed date and time through uploading on e-procurement website <http://etender.up.nic.in>.
 7. The bidders are required to submit the cost of bidding document as stated above through RTGS/NEFT Only in U.P R.V.U.N.L bank account. Details of the same are provided in Pre Qualifying Requirements of the tender document, prior to the scheduled date & time of opening of bid failing which bids shall not be considered/opened.
 8. All bids must be accompanied by a Bid Security (EMD) in prescribed form mentioned in tender document from scheduled Bank. The scanned copy of bid document fee (Tender Cost), Earnest Money, Power of attorney must be up loaded electronically along with all the bid documents. The original copy of bid document fee, EMD, Power of Attorney made in the name of individual whom signed bid document digitally through DSC & Commitment in prescribed format as per Annexure on non-judicial stamp paper of Rs. 10.00 each should be furnished to the office of Superintending Engineer inviting tender, failing which the financial bid shall not be considered/opened.
 9. The bids shall be electronically opened in the presence of bidder representatives, who choose to attend, at the prescribed venue, date and time mentioned above.
 10. The Purchaser reserves the right to cancel any or all the bids/annul the bidding process without assigning any reason thereof.
 11. In the event of date specified for bids opening, being declared a holiday then the bid shall be opened on next working day at schedule time.
 12. All the required documents shall be submitted/ uploaded by the bidder electronically in the PDF format. However, the Financial Bid should be submitted in the XLS format.
 13. Quantity as mentioned in e-Tender Notice is tentative and may vary up to any extent as per site requirement

PREQUALIFYING CONDITIONS OF TENDER

1- Tender must be submitted in Two Parts:

Part I-Technical Bid

Part II-Financial Bid

All the papers as required in Part-I are invariably to be submitted. However, if the following conditions laid down for part-I are not fulfilled, part-II shall not be opened.

- 2- Tender Cost (Bid documents fee) of Rs. 1180.00 (GST @ 18% inclusive) (non-refundable) and Earnest money deposit (EMD) of 13,500.00** (Rs. Thirteen Thousand Five Hundred Only) has to be submitted online through NEFT/ RTGS in favour of following account and upload the proof regarding submission of Tender cost and EMD such as UTR No., Account No. and scanned copy of countersigned pay-in-slip with tender bid documents.

In case the Earnest money amount exceeds Rs. 5000.00, the same may be submitted in the form of Bank Guarantee issued from a scheduled bank in standard applicable format (enclosed as Annexure-V) valid for a period of minimum Six months with claim period of four month over and above the validity period. Firm has to upload scanned copy of both Bank Guarantee and Confirmation letter of the issuing Bank with tender bid documents. Original BG if applicable should be submitted to this office before bid submission end date, without which bids shall be sunnarily rejected.

Name of Bank	IFSC Code	Account Number
SBI Bank	SBIN0003347	33631251396

Note: Exemption from submission of the Earnest Money & Tender Cost shall not be allowed in any case.

- 3-** Copy of valid License registration under the Prevention of Food Adulteration Act- 1954 /valid license registration under FSSAI Act, 2006 in the name of the tenderer /firm to be uploaded.
- 4-** GST Registration Number
- 5-** Latest Income Tax Return of F.Y.: 2019-20, 2020-21, 2021-22, (A.Y. 2020-21, 2021-22 and 2022-23) and PAN No. of the firm.
- 6-** Copy of LOI /Agreement of similar works executed in Government Departments/ Government Corporations/Public Sector Undertakings of Government/ Semi-Government AND/OR the similar works executed in SEBs/ Transmission corporations/ Utpadan Nigams / NTPC/ to be considered as proof regarding experience or Experience Certificate for having successfully completed similar works of any Private sector company/ SMEs(Small to Medium Enterprises) etc. satisfying any of the following conditions during the last seven years ending last day of month previous to one in which applications are invited :

- (a) Three similar supply/ work completed, each work individually costing not less than 40%
OR
- (b) Two similar supply/ work completed, each work individually costing not less than 50%
OR
- (c) One similar supply/ work completed, costing not less than 80%.

NOTE: Similar works means supply/work of cooked food in suitable packaging.

- 7- Documentary proof in support of financial capability of the firm. The bidder should have achieved a minimum annual financial turnover during last three financial years, ending 31st March of the previous financial years; which should be at least 30% of the estimated cost.
- 8- Submission of Affidavits on non judicial stamp papers (Annexure-C, D, and E & F)
 - (a) Annexure C- Affidavit of Tender Validity.
 - (b) Annexure D- Tender Agreement Format.
 - (c) Annexure E- Affidavit that the documents submitted are Genuine.
 - (d) Annexure F- Affidavit regarding relatives in UNL/regarding minimum wages act.
- 9- Non Blacklisting Certificate- The bidder has to submit a self declaration that his/her firm has not been blacklisted from any Government/Semi Government Department.

Note: All the documents being submitted must be duly signed and stamped by the bidder.

SCOPE OF WORKS

Supply of cooked food such as (Lunch /Snacks) Packets /Tea/Coffee etc. as mentioned in Bill of Quantity at Shakti Bhawan/ PPMM Unit at Vibhuti Khand, Lucknow.

Material of Food Container: 100% Food Grade Polypropylene –
BPA free (Virgin), made from safe, non-toxic, non- carcinogenic materials

Added Feature: Preferable Innovative Design, Colour Safe, Microwave Safe, Freezer safe,
Leak/spill proof

Carry Bag Cloth : Nylon / Polyurethane
Food Containers : 03 (Three) to 04 (Four)

Zipper of Bag : Long Lasting Plastic

Food Supplied

1. All food materials should be fresh and of the specified size and quantity as given in the menu chart and diet schedule.
2. All raw food materials supplied by contractor should be thoroughly cleaned in 1. Hot clean water prior to cooking.
3. All vegetables are to be washed prior to dicing.
4. Potatoes and vegetables should be fully peeled before cooking. Although the use of spices should be the bare minimum, care should also be taken to ensure that the cooked food is palatable and easily digestible. Cooking medium should be edible grade refined/mustard oil.
5. All condiments and cooking medium used should be procured in sealed and branded packets/ tins/ containers and conform to Agmark Grade 1.
6. Rice supplied should be Basmati or superior.
7. Food Packets should contain wooden spoon /Paper Napkins/Pickles/Salad/Sauce Pouch /Mouth freshener/Toothpick/Salt packets etc.
8. Transportation of food packets as and when required is also in bidder's scope and no additional charge for the same shall be paid to the bidder.
9. Tea & Coffee preparing arrangements for events/meetings may be required within office premises.

GENERAL TERMS & CONDITION

- 1- The supply of items will be as per BOQ and Annexure-A & B
- 2- Work shall be carried out as per the directions of Engineer in-charge.
- 3- Contractor shall have to engage one responsible person at his premises, who shall take orders and carry out the instructions of the Engineer in-charge, as per requirement.
- 4- No payment shall be made if work is executed without proper instruction.
- 5- No claim shall be made by the contractor if their worker is rendered idle due to stoppage/suspension of work, due to any reason whatsoever.
- 6- In case of emergency, additional adequate manpower shall have to be deployed on the job to complete the work, within time.
- 7- UNL reserves the right to reject any or all the tenders, without assigning any reason whatsoever or to divide the work between more than one firm/contractors, as per site requirement.
- 8- The contractor shall not sublet the contract to any other agency and they themselves shall be responsible for all the work under the agreement.
- 9- All other Terms and Conditions shall be as per general terms and conditions of standard Form 'A'. In case of any contradiction between any of conditions mentioned in form 'A' and those mentioned in special conditions of this contract and commercial conditions of this contract then the provisions made in the terms and conditions of this contract shall prevail.

SPECIAL TERMS AND CONDITIONS

1. The contractor shall have to provide all the T&P & consumable materials for the proper execution of the work.
2. The contractor shall have to engage adequate number of persons of appropriate skills for the proper execution of the work.
3. Contractor shall have to be strictly abided by the health and safety rule of factory and rules and regulation of U.P. Rajya Vidyut Utpadan Nigam Ltd., as applicable to them.
4. Contractor will have to take adequate precaution for safety of their workers; he shall be responsible for the payment of any compensation of their labour/staff as per rules in case of any accident happening on account of any reason what so ever.
5. The contractor shall keep sufficient stock of consumables ready with him so that meals for at least 50 persons can be supplied within two hours of notice given telephonic by the Engineer-in-Charge or it's representative.
6. All meals shall be prepared with pure vegetable oil and in hygienic manner to the entire satisfaction of Engineer-in-Charge.
7. The contractor will have to arrange catering services for meetings arranged in Shakti Bhawan or at any other place within Lucknow as directed by Engineer in charge, within 2 hours notice on the awarded rates. For the items which are not covered shall be paid as per current market rate. Contractor shall arrange all T&P's, consumables suitable no. of helpers/ waiters to cater the need of serving tea, coffee etc. as per requirement. Nothing extra will be paid for the same.
8. The contractor will maintain total cleanness of utensils and maintain their fresh look without any bad smell.
9. The waiters have to follow dress code as fixed by the department. Dress shall be provided by the contractor at his own cost.
10. The contractor shall always ready to arrange catering services for meetings arranged in office hours as well as in odd hours.
11. The contractor will be fully responsible for any damage or theft of any property during work & the same shall be replaced by the contractor at his own cost.
12. The contractor shall have to fulfil the formalities of gate pass of his workmen for entry in Shakti Bhawan Building.
13. The garbage shall be disposed off outside the Shakti Bhawan, Lucknow premises.

14. No claim shall be made by the contractor for the Labour rendered idle due to stoppage of work or suspension of work due to any reason whatsoever.
15. Contractor shall arrange for the insurance of their workers/staff to be engaged on job at work site at their cost.
16. In case of emergency, additional adequate manpower shall have to be deployed on the job to complete it within minimum possible time.
17. Contractor will maintain all safety/security measures of UPRVUNL equipment during the execution of the work. If any damage/loss occurs during execution of the work the same shall be replaced or rectified by the contractor at his own cost. If the contractor fails to do so, the same will be rectified/replaced by other agency & the cost will be recovered from the contractor's bill.
18. Payment to contractor shall be processed on submission of monthly running bills by the contractor after proper completion of the work. Deductions for Statutory taxes as applicable shall be made from the payment of the bills of the contractor.
19. Rights are reserved to reject any or all tenders without assigning any reasons whatsoever or to divide the work between more than one firm / contractors, as per site requirement.
20. The contractor shall not sublet the contract to any other agency without prior approval of the Engineer of Contract and they themselves shall be responsible for all the works of agreement.
21. Contractor shall pay EPF, bonus and leave benefits etc to their labours as per govt. Rules.
22. All other terms and conditions shall be as per general terms and conditions of UPRVUNL Form A as per they are applicable. In case of any contradiction between any of conditions mentioned in Form A/B and those mentioned in conditions of this contract then the provisions made in the terms and conditions of this contract shall over ride the conditions mentioned in U.P.R.V.U.N.L, Form A.

**SUPERINTENDING ENGINEER
(TRAINING)**

COMMERCIAL TERMS & CONDITIONS

1. PRICES:

The Rates, excluding GST shall be quoted in the Bill of Quantity. The rates shall be inclusive of all expenses regarding Delivery, Labour and Transportation of material at Shakti Bhawan Lucknow.

2. VALIDITY OF OFFER:

The prices shall be kept valid for a period of at least 90 days from the last date of Bid submission.

3. PAYMENT:

Payment shall be made on successful completion of works against each work executed on monthly basis after deduction of Security Deposit, Income Tax, etc. In case the payment is delayed by the department to the contractor due to any reasons, the firm will not deny the execution of work and payment of wages to their labourers shall have to be done by the contractor timely.

4. TAXES:

GST shall be paid extra as applicable.

5. SECURITY DEPOSIT:

The contractor shall be required to deposit initial security deposit amounting to 10% (Ten percent) of the value of the contract within two week of placing of LOI. However earnest money deposited against the tender may be adjusted against the security deposit. If the bidder fails to deposit the initial security deposit, the same will be deducted from the running/final bills @ 10% of bill amount. The Security money shall be released only after Six months of the completion period of the agreement. If the contractor fails to perform the work successfully or discontinues the work before completion of the period of the agreement or the work is discontinued by the department due to his poor performance; the security money shall be forfeited in all such cases. Similarly security deposits shall be refunded only after adjustment of dues of the department. Earnest money of the successful renderers whom L.O.I. is placed will be forfeited if they fail to start the work or execute the agreement.

6. PENALTY:

i. The contractor shall supply the edible items to the entire satisfaction of Engineer-in-charge. If supply is not carried out, delayed, is unsatisfactory on any day penalty shall be imposed equal to amount of total supply for the day/order. Also no payment shall be made for unsatisfactory lot. However the total amount of penalty shall be limited to a maximum 10% of the total contract value.

ii. If the material is not supplied within delivery period (beyond 15 minutes from the specified time), a penalty of 10% of that day order value shall be deducted from the bill.

iii. In cases, in which the work is delayed due to reasons beyond the control of the contractor, then suitable extension of time shall be allowed / granted, if the contractor applies for the same along with 'No claim certificate' stating that the grant of time shall not form any basis for any claim whatsoever the reasons for delay.

iv. In case contractor is found negligent & the work done is not satisfactory continuously for one week the work shall be got carried out through some other agency on debit able basis and the entire amount on the account of difference of rates and damages for delay shall be debited to the contractor and the same

would be recovered from any of his bill pending at this project or anywhere in U. P. Rajya Vidyut Utpadan Nigam Limited.

7. PERIOD OF DELIVERY: Normal delivery period shall be 45 minutes from the placement of order by telephone. However less delivery period may be required in emergency case for which extra payment will not be made.

8. PERIOD OF AGREEMENT:

a) The agreement shall remain valid for the period of one year from the date of start mentioned in letter of intent, or exhaust of contract value, whichever is earlier. Contract may be extended for further three month on the same rates, terms & conditions. Contract may be extended further with mutual consent.

b) The agreement executed with the contractor may be terminated at any time within the period of agreement by giving two weeks notice. In case the agreement is terminated due to failure on the part of the contractor then the security money would be forfeited.

9. The contractor shall not sublet the contract to any other firm/party/contractor. The contractor to whom the work is awarded shall be responsible for the entire work.

10. Contractor will not have any claim, if no work or less work was carried out against the contract.

11. VARIATION:

Quantity of Items shown in BOQ are only indicative and any individual item of BOQ may vary upto any extent, but over all variation shall be limited to (+/-)10% of the contract value.

12. EXTRA ITEMS:

The contractor shall carry out, if asked for by the Engineer, any items of work, though not covered by the schedule of items of the contract. The contractor shall submit his rate quotations supported by detailed analysis with in seven (7) days in usual case after being asked for, in writing to take up such work. If possible the extra item rates shall be related to accepted item rates. If such suitable accepted rates are not available, the contractor shall be allowed 10% extra profit over the direct cost of materials, labour, tools and plants included in the rates analysis. Cost of materials, tools and plant shall be duly supported with comparative bids for materials and transportation, if any and calculation of tools and plant hire charges shall be based on the report of rates and cost committee, Government of India or any approved method as decided by Engineer. The rate of extra items derived from the above shall be mutually agreed upon by the contractor and the Engineer/purchaser before starting the work. In case of emergency, the Engineer will be within his right to instruct immediate execution of the extra work without waiting for the sanction of the quotation above. In such cases joint observation of the cost shall be recorded and the payment shall be made on the basis of quotation or the actual observed cost plus 10% whichever is less.

13. ARBITRATION:

If any dispute, difference or controversy shall at any time arise between the contractor & Nigam & the Engineer of contract touching the contract, or as to the true construction, meaning and intent of any part or condition of the same, or as to the 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 the contract, specifications or drawings or any of them, or as to any thing to be done, omitted or suffered in pursuance of the contract or specifications, or as to the mode of carrying the contract in to effect or as to the breach or alleged breach of contract or as to any claims on account of such breach or 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 contract, and whether before or during the progress or after the completion of the contract, such question, difference or dispute shall be referred for adjudication to the CMD, UPRVUNL or to any other person nominated by him in his behalf and his decision by way of a speaking award 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 / Arbitration and CONCILIATION ACT, 1996 or any statutory modification thereof. The arbitrator may from time to time with consent of the parties enlarge the time for making and publishing the award. Upon every or any such reference the cost 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 client or as between party and party and to direct by whom and to whom and in what manner the same 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 Nigam shall be with-held on account of such proceedings.

14. COURT OF COMPETENT JURISDICTION:

Any dispute that may arise in connection with this contract shall be settled as per arbitration procedure/rules mentioned in the Contract Document. This contract shall be construed and interpreted in accordance with the laws of India and the Hon'ble Courts of Lucknow shall have exclusive jurisdiction.

15. ENGINEER OF CONTRACT:

Executive Engineer, Trg-II, Shakti Bhawan Extn., Lucknow shall be the Engineer of contract for the execution of work, its quality and there after bill verification.

**Superintending Engineer
(Training)**

Bill of Quantity

S.No.	Items	Quantity	Unit Rate <i>without GST</i>
1	लंच पैकेट (Annexure-A के अनुसार)	1800 No.s	
2	स्नैक्स पैकेट (Annexure-B के अनुसार)	1000 No.s	
3	चाय (150 मि0ली0), साथ में एक मीठा एवं एक नमकीन बिस्किट	3000 No.s	
4	काफी (150 मि0 ली0), साथ में एक मीठा एवं एक नमकीन बिस्किट	600 No.s	
5	मिनरल वाटर बोतल- 1 लीटर	200 No.s	
6	मिनरल वाटर बोतल-500 एम एल	3000 No.s	
7	मिनरल वाटर बोतल-250 एम एल	3250 No.s	
8	मिनरल वाटर जार क्षमता 20 लीटर साथ में डिस्पोजेबल ग्लास	100 No.s	
9	मोतीचूर लड्डू (देशी घी से निर्मित)	20 Kg	

**Superintending Engineer
(Training)**

Annexure-A
लंच/डिनर पैकेट

प्रत्येक लंच/डिनर पैकेट में निम्न सामग्रियाँ होंगी-

क्रम सं०	सामग्री	मात्रा
1	शाही पनीर/कढ़ाई पनीर/ वेज कोफ़्ता / मशरूम मटर / पनीर बटर मसाला (कोई एक)	100 ग्राम
2	मिक्सवेज / सीजनल वेज / आलूजीरा (कोई एक)	100 ग्राम
3	दालमखनी / दाल अरहर फ्राई/ मिक्स दाल (कोई एक)	150 ग्राम
4	रायता मिक्स/ पाइन एप्पिल रायता / दही बड़ा, सोंठ चटनी (कोई एक)	100 ग्राम
5	वेज बिरयानी / जीरा राइस / चीज पुलाव/प्लेन राइस(कोई एक)	150 ग्राम
6	स्वीट-1 पीस / गुलाब जामुन / ड्राई छेना / गोंद लड्डू / सफ़ेद रसगुल्ला / रसमलाई (कोई एक)	50 ग्राम
7	पापड़-ड्राई /फ्राई- 1 पीस (कोई एक)	1 पीस
8	अचार मिक्स / हरियाली चटनी(कोई एक)	15 ग्राम
9	तवा रोटी-2 पीस/स्टफ़ कुल्चा-1 पीस/लच्छा पराठा-1 पीस/रूमाली रोटी-2 पीस/नान- 1 पीस(कोई एक)	60 ग्राम
10	स्पेशल मिस्सी रोटी- 1 पीस	40 ग्राम
11	मिक्स सलाद (खीरा, गाजर, मूली, नींबू)	40 ग्राम
12	पेपर नैपकिन, टूथ पिक, माउथ फ़ेशनर एवं चम्मच	सभी एक-एक पीस

**Superintending Engineer
(Training)**

Annexure-B

स्नैक्स पैकेट

प्रत्येक स्नैक्स पैकेट में निम्न सामग्रियाँ होंगी—

क्रम सं०	सामग्री	मात्रा
1	वेज चीज सैंडविच (ब्राउन ब्रेड)– 2 पीस / वेज बरगर–1 पीस (कोई एक)	50 ग्राम
2	वेज कटलेट–1 पीस	70 ग्राम
3	पनीर पकोड़ा–2 पीस/वेज पकोड़ा मिक्स–4 पीस/स्प्रिंग रोल–2 पीस (कोई एक)	70 ग्राम
4	पीनट्स–1 पैकेट छोटा/चिप्स पैकेट	50 ग्राम
5	गुलाब जामुन / ड्राई छेना–1 पीस/मिल्क केक/दूध बर्फी–1 पीस (कोई एक)	50 ग्राम
6	फल–2 पीस केला/ 1 पीस सेब	125 ग्राम
7	टोमैटो/चिलीसॉस– एक पाउच	12 ग्राम
8	पेपर नैपकिन, टूथ पिक, माउथ फ्रेशनर एवं चम्मच	सभी एक–एक पीस

**Superintending Engineer
(Training)**

Annexure-C

AGREEMENT FOR TENDER VALIDITY
(On a non Judicial stamp of Rs.10/- plus Re.1/- revenue stamp)

Tender invited by: Superintending Engineer-Training

.....
.....
.....
.....

Tender for :.....

Tender Notice No :.....

Name of Tenderer :.....

.....
.....
.....

IN CONSIDERATION of the **UPRVUNL** 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 03 (Three) months from the date of opening of tender price bid and 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 by the U.P. Rajya Vidyut Utpadan Nigam Ltd.

Signed this.....

Dated of.....

Signed by the Tenderer

(With Seal)

Witness:-

1-

2-

Annexure-D

**TENDER AGREEMENT SHEET
(ON NON JUDICIAL STAMP PAPER OF Rs. 10 + 1.00 RUPEE REVENUE STAMP)**

Tender for the work of

From: M/s.....
.....

To,

Sir,

With reference to your tender No.....for the work mentioned above, I/We hereby offer to the Uttar Pradesh Rajya Vidyut Utpadan Nigam Ltd. to execute the said work and maintain the same in conformity with the general conditions of contract, special conditions of the contract, technical specifications, to the satisfaction of the purchaser or in default there of to forfeit and pay to the Nigam the sum of money mentioned in the said conditions.

I/We agree for No Deviations to these tender specifications and Terms & Conditions. We undertake to complete and deliver the entire work comprised in the contract within a period of 12 months.

The earnest money as required in clause of the conditions of tendering in the form of NEFT/RTGS bearing no.....of Rs.....has been enclosed with this tender duly endorsed in favour of payable at....., the full value of which may be retained by the Nigam in part payment of security deposit as called for, if our tender is accepted we will whenever required provide the additional sum to constitute the entire security deposit required by the terms of the contract.

The rates quoted are all inclusive pro-rate and to the full satisfaction of all claims. I/We solemnly confirm that if anything is found contrary to the above declaration. I/We shall be liable for any action, whatsoever is deemed reasonable/fit by the Nigam.

We agree that this tender, together with your written acceptance thereof shall constitute a binding contract between us. We understand that you are not bound to accept the lowest or any tender you may receive, and you have the authority to split it up the whole work to more than one contractor.

Signed on this.....day of.....2023.

Signature of Tenderer

Witness

1.

2.

Annexure -E

Affidavit

(To be submitted by bidder on non-judicial stamp paper of Rs. 10/- (Rupees Ten only) duly attested by Notary Public)

(To be submitted in Envelope-1)

Affidavit of Mr S/o R/o

I, the deponent above named do hereby solemnly affirm and declare as under:

1. That I am the Proprietor/Authorized signatory of M/s.....
Having its Head Office/Regd. Office at.....
2. That the information/documents/Experience certificates submitted by M/s.....
along with the tender for..... (Name
of work) to UPRVUNL are genuine and true and nothing has been concealed.
3. I shall have no objection in case UPRVUNL verifies them from issuing authority (ies). I shall also have no objection in providing the original copy of the document(s), in case UPRVUNL demands so for verification.
4. I hereby confirm that in case, any document, information & / or certificate submitted by me are found to be incorrect / false / fabricated, UPRVUNL at its discretion may disqualify / reject / terminate the bid/contract and also forfeit the EMD / All dues.
5. That the Bank Guarantee issued against the EMD issued by (Name and address of the Bank) is genuine and if found at any stage to be incorrect / false / fabricated, UPRVUNL shall reject my bid, cancel pre-qualification and debar me from participating in any future tender for three years.
6. I/We shall have no objection in case UPRVUNL verifies any or all Bank Guarantee(s) under any of the clause(s) of Contract including those issued towards EMD and Performance Guarantee from the Zonal Office of issuing Bank and I/We shall have no right or claim on my submitted EMD before UPRVUNL receives said verification.

I,, the Proprietor / Authorized signatory of M/s
do hereby confirm that the contents of the above Affidavit are true to the best of my knowledge and belief, and nothing has been hid.

Verified on..... this.....day of

DEPONENT

NOTARIZED BY

Annexure-F

शपथ-पत्र

(10 रुपये के अन्यायिक स्टाम्प पर)

मैं.....पिता का नाम.....पता.....
.....का/की निवासी शपथपूर्वक बयान करता/करती हूँ कि :

1. (क) मैं फर्म मे0.....पता.....
.....का/की एकमात्र स्वामी हूँ तथा इसमें मेरा/मेरी कोई साझीदार नहीं है।
- (ख) मे0.....पता.....
.....हमारी एक साझीदार फर्म है तथा मैं इसका/इसकी अधिकृत प्रतिनिधि हूँ जिससे सम्बन्धित प्राधिकार-पत्र मैं अपनी निविदा के साथ अलग से प्रस्तुत कर रहा हूँ।
- (ग) मे0.....पता.....
.....हमारी एक रजिस्टर्ड कम्पनी है तथा मैं इसका/इसकी अधिकृत प्रतिनिधि हूँ जिससे सम्बन्धित प्राधिकार-पत्र मैं अपनी निविदा के साथ अलग से प्रस्तुत कर रहा हूँ।
2. (क) उनिलि में मेरा/मेरी/हमारा कोई भी रिश्तेदार कार्यरत नहीं है ।
- (ख) उनिलि में मेरा/मेरी/मेरे/हमारा/हमारे रिश्तेदार कार्यरत है/हैं जिसका/जिनका विवरण निम्नवत है :
नाम.....पिता का नाम.....
पदनाम.....विभाग का नाम.....
3. मैं/हम अपने नियोजित संविदा श्रमिकों/कार्मिकों की न्यूनतम मजदूरी का भुगतान प्रत्येक माह चेक द्वारा करूँगा/करूँगी/करेंगे । मेरे/हमारे द्वारा चेक से भुगतान न करने की दशा में निगम द्वारा मेरा/हमारा अनुबन्ध समाप्त किया जा सकता है जिसके लिए मैं/हम स्वयं उत्तरदायी हूँगा/हूँगी/होंगे ।
4. मैं/हम संविदा श्रम (विनियम एवं उन्मूलन) अधिनियम, 1970 व सपठित उ0 प्र0 संविदा श्रम (विनियम एवं उन्मूलन) नियमावली 1970 के समस्त प्राविधानों का समुचित रूप से अनुपालन करूँगा/करूँगी/करेंगे तथा अनुपालन न होने की दशा में नियोजक द्वारा मेरे/हमारे विरुद्ध की गयी कोई भी कार्यवाही मुझे/हमें मान्य होगी ।

दिनांक:.....

हस्ताक्षर
फर्म के प्रतिनिधि का नाम व मुहर

दो साक्षी के हस्ताक्षर (नाम व पता सहित)

1.....

2.....

Form I

GENERAL INFORMATION

1.	Name of Applicant/Company	
2.	Address for correspondence	
3.	Official e-mail for communication	
4.	Contact Person: Telephone Nos. Fax Nos. Mobile	
5.	Type of Organization: a) An individual b) A proprietary firm c) A firm in partnership (Attach copy of Partnership) d) A Limited Company(Attach copy of Article of Association) e) Any other (mention the type)	
6.	Place and Year of Incorporation	
7.	Name of Directors/Partners in the organization	
8.	Name(s) and Designation of the persons , who is authorized to deal with UPRVUNL (Attach copy of power of Attorney)	
9.	Any other Information	

Signature of Bidder with Seal

FORM - A

General Conditions of Contract for the Supply of Plant and the Execution of Works in the U.P. Rajya Vidyut Utpadan Nigam Ltd.

Definition of terms.

1. In constructing 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 constructions:

The “Purchaser” shall mean the U.P. Rajya Vidyut Utpadan Nigam Ltd., and shall include his successors and assignees.

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 assignees.

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 assignees 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 authorized and appointed in writing by the Purchaser to act as Engineer for the purposes of the Contract and, in case no such officer has been appointed, the Purchaser or his duly authorized representative.

“Plant”, “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 of Tender, Covering Letter, Schedule of Prices of 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 specification annexed to these General Conditions and the Schedules thereto (if any).

The “Site” shall mean the site of the proposed work as detailed in the 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.

Contractor to inform himself fully.

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

Contract

3. A formal agreement shall, if required by the purchaser, be entered into between the Purchaser and the Contractor for the proper fulfillment of the Contract. Further, if required by the Purchaser, the Contractor shall deposit with the Purchaser as security for the due and faithful performance of the Contract such sums not being less than one percent of the total value of the Contract as may be fixed by the Purchaser either in cash or in any other form approved by the Purchaser. The security deposit shall be refunded to the Contractor on the satisfactory completion of tests and the taking over of the plant by the Purchaser.

The 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 counter part of the agreement. The import license fee will, in each case, have to be paid by the Contractor. Import license may have to be taken in the Purchaser'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.

Contract drawings.

4. The Contractor shall submit, in duplicate, to the Engineer for his approval, drawings of the General Arrangement of the works to be carried out and of such detailed Drawings, other than shop drawings, as may be reasonably necessary.

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

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

These drawings when so signed shall become the property of the Purchaser and be deposited with the Engineer, and shall not be departed from in any way whatsoever except by the written permission of the Engineer hereinafter provided. During the execution of the works, one of the sets of drawings shall be available for reference on the site.

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

The Contractor if required by the Engineer shall supply in addition copies of any drawings other than shop drawings which may reasonably be required for the purpose of the Contract and may make a reasonable charge for such copies.

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

Mistakes in drawings.

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

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

Sub-letting of contract

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

Patent rights.

7. In the event of any claim or demand being made or action being brought against the Purchaser for infringement or alleged infringement of letters patent, in respect of any machine, plant, work or thing used or supplied by the Contractor under this Contract or in respect of any method of using or working by the Purchaser of such machine, plant, work or thing the Contractor will indemnify Purchaser against such claim or demand and all costs and expenses arising from or incurred by reasons of such claims or demand PROVIDED THAT the Purchaser shall notify the Contractor immediately any claim is made and that the Contractor shall be at liberty if he so desires with the assistance of the Purchaser if required but at the Contractor's own expense, to conduct all negotiations for the settlement of the same or any litigation that may arise there from and PROVIDED THAT no such machine, plant, work or thing shall be used by the Purchaser for any purpose or in any manner other than that for which they have been supplied by the Contractor and specified under this Contract.

Training of Engineers.

7-A. The Contractor shall train at his work ----- engineer/engineers of the Purchaser in the manufacture and assembly of machinery and its parts for a period of ----- A separate agreement for such training, shall be signed by the engineer/engineers selected for training, the Purchaser and the Contractor on the form appended hereto.

Quality of materials.

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

Packing.

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

Delivery.

10. The cost of delivering the whole of the material f.o.r. at the railway stations specified or on the site as the Specification may define and the cost of packing and, unless otherwise agreed, import duties and customs dues shall be borne by the Contractor.

Fencing and lighting.

For work other than transmission lines.

11- Except as hereinafter provided the Purchaser shall, unless otherwise specified, be responsible for the proper fencing, guarding, lighting and watching of all works other than transmission lines comprised in the Contract and for the proper provision of temporary roadways, footways, guards and fences as far as the same may be rendered necessary by reason of the work for the accommodation and protection of foot passengers or other traffic and of the owners and occupiers of adjacent property and of the public.

For transmission lines.

The Contractor shall at all times provide sufficient fencing, notice boards, lights and watchmen to protect and warn the public and guard the work of transmission lines and in case the Contractor fails to make such provision or the provision made by him is considered by the Purchaser to be inadequate the Purchaser may make such provision or further provisions as he may consider necessary and charge the cost thereof to the Contractor.

For all works.

If during the period of erection of a plant the Contractor or his workmen or servants shall injure or destroy any part of a building or other structure continuous to the work in progress or if any damage shall be caused from any cause whatsoever to other works whether in progress or completed forming part of the works for which the plant is being installed or if any imperfections become apparent in these works the causes of which imperfections are attributable to the Contractor or his workmen or servants, the Contractor shall make good such damages and imperfections and if he fails to do so with in a reasonable time, the Purchaser may cause the same to be made good and may deduct the cost thereof from any sum that may then or at any time thereafter become due to the Contractor or from his security deposit or the proceeds of sale thereof or of a sufficient portion thereof or may recover it otherwise.

Powers to vary or omit work.

12- No alterations, amendments, omissions, additions, suspensions, or variations of the work(hereinafter 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 variation 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. In 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 to, or deducted from, the Contract price 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 case where goods or materials have already been prepared, or any designs, drawings or patterns have been made or work done that require to be altered, the Engineer shall allow such compensation in respect thereof as he shall consider reasonable:

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

In every case in which the Contractor shall receive instructions from the Engineer for carrying out any work which either then or later will, in 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.

Negligence

13- If the Contractor shall neglect to execute the work with due diligence and expedition, or shall refuse or neglect to comply with any reasonable orders given to him in writing by the Engineer in connection with the 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 a failure, neglect or contravention capable of being made good within that time, then and in such case the Purchaser shall be at liberty to employ other workmen, and forthwith perform such work as the Contractor may have neglected to do, or if the Purchaser shall think fit, it shall be lawful for him to take the work wholly, or in part, 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 of the same, have the free use of all the materials, tools, tackle 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 as aforesaid.

If the cost of executing the work as aforesaid shall exceed 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 payment of such deficiency and the cost 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.

Death, bankruptcy, etc.

14- If the Contractor shall die or commit any act of bankruptcy, or being a Corporation, commence to be wound up except for reconstruction purposes or carry on its business under a Receiver, the executors successors or other representatives in law of 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 for the time being remaining unexecuted. In the event of stoppage of the works period of the option under this clause shall be fourteen days only: Provided that, should the above option not be exercised, the Contract may be determined by the Purchaser by notice in writing to the Contractor and the Purchaser may exercise the same power which he could exercise and will have the same rights which he would have under the last preceding clause if the work had been taken out of the Contractor's hands under that clause.

Inspection and testing.

15- The Engineer and his duly authorized representatives shall have, at all reasonable times, access to the Contractor's premises, and shall have the powers, at all reasonable times, to inspect and examine the materials and workmanship of the plant during its manufacture there; and if part of the plant is being manufactured on other premises, the Contractor shall obtain for the Engineer and for his duly authorized representative permission to inspect it as if the plant was manufactured on the Contractor's own premises.

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

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

Tests at Contractor's premises.

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

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

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

Test on site.

In all cases where the Contract provide for tests on the site the Purchaser, except where otherwise specified, shall provide, free of charge, such labour, materials, electricity, fuel, water, stores, apparatus and instruments as may be requisite from time to time and as may reasonably be demanded, efficiently to carry out such tests of the plant or workmanship in accordance with the Contract. In the case of the Contractor requiring electricity for tests on site such electricity shall be supplied to the Contractor in the most convenient form available.

Delivery of plant.

16- No plant shall be forwarded until shipping instructions shall have been given to the contractor.
Notification of delivery or dispatch in regard to each and every consignment shall be made to the Purchaser immediately after dispatch or delivery. The supplier shall further supply to the Consignee a priced invoice and packing account of all stores delivered or dispatched by him. All packages; containers, bundles and loose materials forming part of each and every consignment shall be described in fully in the packing account, and full details of the contents of packages and quantity of materials shall be given to enable the Consignee to check the stores on arrival at destination.

Access to site and work on site.

17- Suitable access to, and possession of the site shall be afforded to the Contractor by the Purchaser in reasonable time, and the Purchaser shall have any foundations to be provided by him ready when required by the Contractor. Where a crane is available, its safe lifting capacity shall be stated in the Specification, and it shall be available for free use of the Contractor until the plant is taken over.

Only applicable to complete erection contracts.

The work, so far as it is carried out on the Purchaser's premises, shall be carried out at such time as the Purchaser may approve, and so as not to interfere unnecessarily with the conduct of the purchaser's business, but the Purchaser shall give the Contractor all reasonable facilities for carrying out the work. No person other than the Contractor, sub-contractors and workmen and the Contractor's duly authorized agents shall, except with the special permission in writing, of the Engineer or his representative, be allowed to do any work on the site in connection with the erection of the work, but access to the works shall at all times be accorded to the Engineer and his representatives and other authorized officials or representatives of the Purchaser.

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

The Purchaser shall provide all the unskilled labour and facilities necessary for the execution of work included in the Contract unless otherwise specified.

Engineer's supervision.

18- 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 in setting out the same.

Engineer's decisions.

19- 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 this right of reference to arbitration such decision shall be final and binding on the Contractor.

Contractor's representative and workmen.

20- If the supervision of erection or complete erection is also included in the Contract, the Contractor shall employ at least one competent representative, whose name or names shall have previously been communicated in writing to the Engineer by the Contractor, to superintend the erection of the plant and the carrying out of the works. The said representative, or if more than one shall be employed, then one of such representatives, shall be present on the site during 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 so to do, and shall provide in his place a competent representative at the Contractor's expense.

The Purchase shall provide suitable living accommodation on the site for the use of Contractor's representative unless the Contractor exempts him from this liability.

Liability for accident and damage.

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

Until the plant is taken over or is deemed to have been taken over as aforesaid, the Contractor shall also be liable for and shall indemnify the Purchaser in respect of all injury to person or damage to property resulting from the negligence of the Contractor or his workmen or sub-contractors or from defective 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 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.

Only applicable to complete erection contract.

The Contractor will indemnify and save harmless the Purchaser against all actions, suits, claims, demands, costs, or expenses arising in connection with injuries other than such as may 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 works, whether at Common Law or under the Workmen's 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 up to do so, take out the necessary policy or policies of insurance to cover such indemnity.

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 require, of the Purchaser, but at the sole expense of the Contractor, conduct all negotiations for the settlement of the 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.

Insurance.

22- The Contractor shall ensure the plant and shall keep it insured against loss by the 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 for works until the plant is taken over under clause 35. This insurance shall also cover loss by the theft on site in the case of Contracts where the Contractor is responsible for complete erection, but not in other cases.

Replacement of defective plant or materials.

23- If during the progress of the work the Engineer shall decide and notify in writing to the Contractor that the Contractor has executed any unsound or imperfect work, or has supplied any plant inferior in quality to that specified, the Contractor, on receiving details of such defects or deficiency, shall, at his own expense, within such time as may be reasonably necessary for making it good, proceed to alter, reconstruct or remove such

work, or supply fresh materials up to standard of the Specification, and in case the Contractor shall fail so to do, the Purchaser may, on giving the Contractor seven day's notice in writing of his intention so to do, proceed to remove the work complained of, and at the cost of the Contractor, perform all such work or supply all such materials, provided that nothing in this clause shall be deemed to deprive the Purchaser or of affect any rights under the Contract which he may otherwise have in respect of such defects or deficiencies.

Deductions from contract price

24- All costs, damage or expenses, which the Purchaser may have paid, for which under the Contract the Contractor is liable, may be deducted by the Purchaser from any moneys due or which may become due by him to the Contractor under the Contract, or may be recovered by suit or otherwise from the Contractor.

Any sum of money due and payable to the Contractor (including security deposit returnable to him under this contract) may be appropriated by the Purchaser and set off against any claim of the Purchaser for

the payment of a sum of money arising out of or under any other contract made by the Contractor with the Purchaser.

Terms of payment

25- (1) Subject to any deduction which the Purchaser may be authorized to make under the Contract, or subject to any additions or deductions provided for under clause 12, the Contractor shall be entitled to payments as follows:

- (a) Eighty percent of the f.o.r. contract value of the plant in rupees on receipt by the Purchaser of the Contractor's invoice giving the number and date of the railway receipt covering the dispatch of the plant from the Indian Port and of the advice note giving case number and contents, together with a certificate by the Contractor to the effect that the plant detailed in the said advice note has actually been despatched under the said railway receipt and that contract value of the said plant so despatched is not less than the amount entered in the invoice.
 - (b) Ten percent of the f.o.r. contract value of the plant on satisfactory completion of test and taking over the plant.
 - (c) Ten percent of the f.o.r. contract value of the plant at the end of twelve months from the date of the taking over.
 - (d) For the erection of the plant, in proportion of the progress of the work on the receipt by the Purchaser of monthly invoices submitted by the Contractor supported by the certificates of the Engineer.
- (2) If at the time at which either of the installments due under sub clause (b) and (c) of clause(1) hereof becomes payable there are minor defects in the plant which are not of such importance as to affect the full commercial use of the plant, then the Purchaser shall be entitled to retain only such part of the installment then due as represents the cost of making good such minor defects and any sum so retained shall, subject to the provisions of clause 36, become due upon such minor defects being made good.
- (3) If the Purchaser desires that the plant or any portion thereof should not be dispatched by the Contractor when it is due for dispatch, the Contractor shall store such plant or portion at his works and be responsible for all risks. For such storage the Purchaser shall pay to the Contractor at a rate to be mutually agreed upon between the parties, but not exceeding Rs 15(fifteen rupees) per tonne per week payable quarterly *plus* interest at one percent per annum above the current rate of the State Bank of India on 80 percent of the contract value of the plant or portion thereof so stored, for the period from the date on which the said plant or portion becomes due and is ready for shipment up to the date on which it is actually shipped.

25A In the event of the Supplier/Contractor/Company not being able to supply the materials or to carry out the works in accordance with the terms of this contract, the Nigam/Purchaser/Owner shall have the right to recover any sums advanced in accordance with the clause 25 from the Supplier/Contractor/Company and from his/its assets.

Provisional sums.

26- In any case where the contract price includes a provisional sum to be provided by the Contractor for meeting the expense of extra work or for work to be done or materials to be supplied by a sub-contractor, such sum shall be expended or used, either wholly or in part, or be not used, at the discretion of the Engineer and entirely as he may decide and direct. If no part or only a part thereof be used then the whole or the part not used, as the case may be, shall be deducted from the contract price. If the sum used is more than such provisional sum the Contractor shall pay the excess. In the case of materials supplied or work done by a sub contractor, the total of the net sums paid to the sub-contractor on account of such materials or works and a sum equal to 10 percent of such net sum allowed as Contractor's profit shall be deemed to be the sum used. None of the works or articles to which such sum of money refers shall be done or purchased without the written order of the Engineer. The Contractor shall allow the sub-contractors every facility for the supply of materials or execution of their several works simultaneously with his own, and shall, within fourteen days after the Engineer has requested him in writing so to do, pay the dues of such sub-contractors on account of such materials or works: PROVIDED ALWAYS that the Contractor shall have no responsibility with regard to such works or articles unless he shall have previously approved the sub-contractor and/or the material or plant to be supplied.

Certificate of Engineer

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

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

Due dates of payment.

28- Payment shall be due and payable by the Purchaser in accordance with the provisions of clause 25 hereof at the end of the month following that in which invoices for the amounts due together with necessary documents are received by the Purchaser, provided that the Purchaser shall not be bound to make any payment under sub-clause(a) of clause 25 unless the amount of such payment represents at least 8 percent of the total Contract value of the plant.

Certificate not to affect right of the Purchaser or Contractor.

29- (1) No certificate of the Engineer on account, nor any sum paid on account of the Purchaser, nor any extension of time granted under clause 31 shall affect 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 additional work not ordered in writing by the Engineer, or absolve the Contractor of his liability for the payment of damages whether due, ascertained or certified or not or of any sum against the payment of which he is bound to indemnify the purchaser, nor shall any such certificate nor the acceptance by him of any sum paid on account or otherwise affect or prejudice the rights of the Contractor against the Purchaser under this Agreement or under the law.

Suspension of works.

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

Extension of time for completion.

31- The time given to the Contractor for dispatch, delivery, 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 enable the work to be put in hand.

In all cases in which progress shall be delayed by strikes, lockouts, fire, accident, defective materials, delay 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.

Damages for delay in completion.

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

Test on completion.

33- Whenever possible all tests shall be carried out before shipment; should, however, it be necessary for the final test as to performance and guarantees to be held over until the plant is erected at site, they shall be carried out in the presence of the Contractor's representative within one month of the completion of erection. If the result of these tests shall not come within the margin specified, the tests shall, if required, be

repeated within one month from the date the plant is ready for re-test, and the Contractor shall re-pay to the purchaser all reasonable expenses to which he may be put by such tests.

Rejection of Defective Plant.

34- If the completed plant or any portion thereof, before it is taken over under clause 35, be found to be defective, or fails to fulfill the requirements of the Contract, the Engineer shall give the Contractor notice setting forth particulars of such defects or failure, and the Contractor shall forthwith make the defect good, or alter the same to make it comply with the requirements of the Contract. If the Contractor fails to do so within a

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

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

Taking over

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

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

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

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

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

Maintenance

36- For a period of 12(twelve) calendar months commencing from the date on which the plant is taken over is deemed to have been taken over under clause 35 (called " the Maintenance period "), the Contractor shall remain liable to replace any defective parts that may develop in plant of his own manufacture or those of his sub-contractors approved under clause 6 under conditions provided for by the Contract under proper use and arising

solely from faulty design, materials or workmanship, provided always that such defective parts as or not repairable at site and are not essential in the meantime to the maintenance in commercial use of the plant, are promptly return to contractor's works at the expense of the Contractor unless otherwise arranged.

If it becomes necessary for the Contractor to replace or renew any defective parts of the plant under this clause, the provisions of the first paragraph of this clause shall apply to the parts of the plant so replaced or renewed until the expiration of six months, from the date of such replacement or renewal or until the end of the above mentioned period of twelve months, whichever may be the later. If any defects be not remedied within a reasonable time, the Purchaser may proceed to do the work at the Contractor's risk and

expense, but without prejudice to any other rights which the Purchaser may have against the Contractor in respect of such defects.

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

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

Regulation of local authorities.

37- The Purchaser shall, throughout the continuance of the Contract and in respect of all matter arising in the performance thereof, serve all notices and obtain all consents, way-leaves, approvals and permissions 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 are applicable, unless otherwise agreed to in writing by the Engineer.

Arbitration

38- If at any time any dispute or difference or controversy shall arise between the Contractor on the one hand and the U.P. Rajya Vidyut Utpadan Nigam Ltd., and the Engineer of the contract or other touching the contract, or as to the true construction, meaning and intent or any part or condition of, or payment for the same, or as to the true intent, meaning, interpretation, construction or effect of the clauses of the contract, specifications or drawings or any of them, or as to any thing to be done, committed or suffered in pursuance of the contract or specifications or as to the mode of carrying the contract into effect, or as to the breach or 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 contract, and whether before or during the progress or after the completion of the contract, such question, difference or dispute shall be referred for adjudication to the Managing Director, U.P. Rajya Vidyut Utpadan Nigam Ltd., or to any other person nominated by him in this behalf and his decision in writing shall be final, binding and conclusive. The submission shall be deemed to be a submission to arbitration within the meaning of the Indian Arbitration Act, 1940 or any statutory modification thereof. The arbitrator may, from time to time with consent of the parties, enlarge the time for making and publishing the award.

Upon every or any such reference, the costs of, an incidental to, the reference and award respectively shall be 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 client or as between party and to direct by whom and to whom and in what manner the same 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 Nigam shall be withheld on account of such proceedings.

Construction of Contract

39- The Contract shall in all respect be construed and operate as a Contract as defined in the Contract Act, 1872, and all payments there under shall be made in rupees unless otherwise specified.

Marginal notes

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