E-TENDERING

TENDER DOCUMENTS AGAINST TENDER SPECIFICATION NO.
DVVLN- MM/1523-2015 FOR SUPPLY OF
GI STAY WIRE (7/3.15mm) 7/10 SWG

Due date of Opening: 19.09.2015
Cost of Tender Documents: Rs. 5250.00
(Inclusive of All Taxes)
## TENDER DOCUMENTS

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अधिकारिकता के लिए निम्नलिखित विवरण अनुसार दो भागों में प्रतिबिंबित निर्देशाओं से सामर्थ्य के क्रम हेतु निविदा ई-टेंडरिंग के तहत संबंधित की जाती है। निविदा के प्रथम भाग में धरोहर राशि बैंक गारंटी/एफिक्षीआरटी/टीजीआरटी के रूप में, वेबसाइट, तकनीकी, व्यवसायिक और दूसरी अन्य शर्तें तथा दूसरे भाग में रेट शेड्इंग निहित होने चाहिए। निविदा इस कार्यालय में निविदा खुलने की दिनांक को 12:00 बजे तक बाली जानेगी तथा उसी दिन दोपहर 16:00 बजे सार्वजनिक रूप से खोली जायेगी।

निविदा विशिष्टकरण संख्या जीआईएनएल-एमएस/1523-2015: सामग्री G.I. Stay Wire 7/10 SWG
मात्रा : 200 एप्टी, रंगरह संख्या ₹ 66000.00, निविदा जमा करने की दिनांक 19.09.2015 समय 12:00 बजे तक, निविदा खुलने की दिनांक 19.09.2015, समय 16:00 बजे निविदा प्रप्त का मूल्य: ₹ 5250.00 (टेंडर सहित)

1- निविदा प्रप्त का प्रकाश ई-प्रोपर्टेंट वेबसाइट http://etender.up.nic.in एवं निविदा की अधिकारक वेबसाइट www.dvvn.org पर उपलब्ध हैं, जहाँ से इच्छुक निर्देशाओं द्वारा निविदा प्रप्त के लिए जानें एवं डाउनलोड करें जो सकते हैं। निविदाधिकारी केवल ई-प्रोपर्टेंट वेबसाइट http://etender.up.nic.in पर निर्धारित समय एवं दिनांक तक जमा करना जानी है।

2- निर्धारित निविदा प्रप्त का मूल्य, बैंक क्रांति के रूप में जो अधिशासी अभियंता (प्रसारण), दाहिनेविनिलितल, आगरा के रूप में देता हो जमा करना है।

3- निविदा के अन्तर्गत विभिन्न धरोहर राशि एफक्षीआरटी/टीजीआरटी के रूप में अधिशासी अभियंता (प्रसारण), दाहिनेविनिलितल, आगरा अथवा बैंक गारंटी के रूप में अधिशासी अभियंता (सामग्री प्रबन्धन) दाहिनेविनिलितल, आगरा के कार्यालय में निविदा खुलने की निर्धारित विधि को प्राप्त: 12:00 बजे तक प्राप्त हो जानी होगी। अन्यथा ऐसे निविदाधिकारी निविदा नहीं खोलेगी जाएगी।

4- निविदा प्रप्त का मूल्य के बैंक क्रांति तथा निर्धारित राशि की बैंक गारंटी/एफिक्षीआरटी की तारीख निविदा प्रप्त का प्रकाश तथा प्रविधियां निविदा के साथ जमा करना आवश्यक है।
5- जिन निविदाधिकारी निविदा द्वारा वाचित निविदा खुलकर अवश्य धरोहर राशि जमा नहीं की जाती हैं, उनकी निविदा को न तो खोली जानेगी और न ही उस पर विचार किया जाएगा।

6- भविष्य में इस निविदा में यदि कोई संशोधन अंदाजी निविदाधिकारी निविदा द्वारा विस्तार होता हैं तो उसकी चुना ई-टेंडर एस्ट्रेज है।
7- निविदा खुलने की विधि को अवकाश होने की विधि में निविदा अगले कार्य दिन को 16:00 बजे खोली जाएगी।
8- अधिकारिकता का निविदा अवकाश कर्मचारी निविदा बीयर करते निरस्त करने का अधिकार होगा।

मुख्य अभियंता (सामग्री)
निविदा अधिकारी हेतु कृपया www.dvvn.org को लॉग-इन करें।
"राष्ट्र हित के लिए भारतीय बचाओ।"
"INSTRUCTIONS TO TENDERERS FOR E-TENDERING"

1.1 Preparation of e-tender:

1.1.1 Before submission of the e-tender, the tenderers are required to make themselves fully conversant with the technical specification, drawing, special instructions to tenderers, instructions to tenderers, general requirement of specification including Schedules and General conditions of Contract of form "B" as may be applicable so that no ambiguity at a later date in this respect.

1.1.2 Any inconsistency or ambiguity in the offers made by the Tenderer shall be interpreted to the maximum advantage of DVVNl and dis-advantage to the Tenderer. The tenderer shall have no right to question the interpretation of the purchaser in all such cases and the same shall be binding on the tenderer.

1.1.3 The tenderer should be prepared and submitted strictly in accordance with the instructions contained in these specifications. The tender shall be completed in all respect. Tender must be submitted in the manner specified on the attached prescribed schedule and/or copies there of. To complete the proposal, the tender must fill in the Tender form. Declaration, all schedules and data sheet annexed with the specification item by item in accordance with the instructions and notes supplementary thereto. The interpolation, insertions, cuttings and corrections made in the tender offers should be duly initialled by the tenderer.

1.1.4 Tenderer shall supply the data required 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 authorised representative of the tenderer/ manufacturer testifying the data submitted. All schedules must be duly filled in and shall be enclosed with each copy of the tender. In case the tenderer does not supply any of the required information at the time of tender necessary loading may be made while evaluating the prices of his offer without giving him any further opportunity to supply or clarity the same. The tenderers are notified that in case the required informations are not furnished in the specified proforma/schedules attached with the specification, the purchaser shall not be responsible for any error in the evaluation of specification, the purchaser shall not be responsible for any error in the evaluation of their tender on this account. Further, the failure to empty with this requirement may result in the rejection of the tender at the discretion of the purchaser.

1.1.5 Purchaser may revise or amend these specifications and drawings etc. prior to date notified for opening of tenders. Such revision/ amendment(s) shall be posted/uploaded on the e-procurement website http://etender.up.nic.in and shall also be displayed on official website of discom and new papers through Corrigendum maintaining reasonable time schedule for preparation of tender by the tenderers and it shall also form an integral part of tender document.

1.1.6 Any portion of the terms and conditions as laid down in these specifications which are not clear to the tender should be got clarified from the purchaser before submission of the tender so that ambiguity/confusion arises at a later date in this respect. A set technical, descriptive and illustrative literature alongwith drawing must accompany
each copy of the tender so that a clear standing of the equipment offered is obtained.

1.1.7 Tenderer, if so desires, may authorise one representative for attending tender opening on his behalf. In such instance, representative shall be required to submit the authorisation certificate with his signature duly attested by the person signing tender on behalf of the Tenderer. This certificate shall be submitted to the authority opening the tender. In absence of such certificate the representative shall not be allowed to participate in tender opening.

1.2 Pre-qualifying conditions:
Tenders meeting following conditions only will be considered.

1.2.1 Testing facilities:
The tenderers must have all necessary facilities at their works for carrying out such routine and acceptance tests as prescribed in the relevant ISS and any other routine and acceptance test as specified in the specification. Documentary evidence of existence of such facilities will be filled alongwith the tender.

1.2.2 Type test:
(a) For Indigenous bids or fully imported bids:
The offered equipment must have been fully type tested as per relevant ISS &/or other specified international standards, Photocopy of such type test reports/certificates must be submitted along with tender bid. The type test certificates of photo type manufactured and tested by foreign collaboration of the tenderer at their works shall not be acceptable for indigenously manufactured equipment.

(b) For Indigenous bids under valid foreign collaboration:
   i. The offered indigenously manufactured or collaborator's manufactured equipment should have been type tested and reports submitted with tender.
   ii. The collaborator's equipment shall have three years operating experience under tropical climate.

(c) In case of equipments of all capacities the type test mentioned at 1.2.4(a) and (b) shall include the type test of equipment of higher capacity than the offered ones.

1.2.3 Date of Consideration:
The above cited experience and manufactured quantities shall be counted as on the date of opening of the tender.
All statements and claims should be duly supported by authenticated copies of documents, without which the tender is liable to be rejected summarily.

1.3 Submission of Tender:
1.3.1 The tenderer submission module of e-procurement website [http://etender.up.nic.in](http://etender.up.nic.in) enables the bidder to submit the e-tenders online against this tender. Tender may be submitted only during the period and time stipulated in the tender. Tenders are advised to start the tender submission process well in advance so that they can submit their tenders in time. The tenders shall their tenders taking into account the server time displayed in the e-procurement website. This server time is the time by which the tender submission activity will be
allowed till the permissible time on the last date of submission stipulated period. For delay in submission of tenders due to any reasons, shall be responsibility of the tenders.

1.3.2 E- Tenders (PART-I and PART-II) must be submitted by the tenders at e-procurement website [http://etender.up.nic.in](http://etender.up.nic.in) not later than on specified/notified date of opening of tender.

1.3.1 TENDERS MUST NOTE IT CAREFULLY THAT FORM OF DECLARATIONS, MEMORANDUM, FORM OF EXPERIENCE & ALL SCHEDULES & CHECK LIST ETC.OF TENDER DOCUMENT ARE TO BE DOWNLOADED BY THE TENDERS. AFTER FILLING THEM AND SIGNING MANUALLY ALL THESE PAGES, THEY SHOULD BE/uploaded. RATES SHOULD BE QUOTED IN PART-II (SCHEDULE-P1 & P2). IF ANY CHANGE IS MADE BY THE TENDERER IN THE TEXT OF THESE PAGES, THE CHANGES WILL BE DEEMED AS NULL & VOID. THE TENDER DOCUMENTS SHOULD BE DIGITALLY SIGNED AT THE TIME OF UPLOADING BY A PERSON OR PERSONS DULLY AUTHORISED. A SCANNED COPY OF POWER OF ATTORNEY SHALL ACCOMPANY THE TENDER.

1.3.4 In case the date of opening of tender is declared a Public Holiday, the tenders shall be opened on the next working day.

1.3.5 TENDER BID PART-I (EARNEST MONEY, VALIDITY, TECHNICAL, COMMERCIAL & OTHER TERMS)

1.3.5.1 Tenderer is required to deposit earnest money as specified in the tender notice for full tendered quantity. In case any tenderer wishes to quote to lesser quantity, the amount of earnest money may be reduced proportionately. In case any tenderer deposits earnest money of a lesser amount, his offer shall be considered for the proportionate quantity only unless specified otherwise in the special instructions. There shall be no exemption from earnest money, even if the tenderer is registered with DGS & D, Store Purchase Section of U.P. Small Scale Industries etc. The earnest money shall be accepted in any of the following forms only.

(a) FDR or CDR drawn/pledged in favour of Executive Engineer, (Administration), DVVNL, Agra, payable at Agra.

OR

(b) Bank Guarantee executed in favour of Superintending Engineer (MM) in the from of a scheduled bank in India executed on a non-judicial stamp paper of requisite value (at present Rs.100/-), as per U.P. Stamps Act, STRICTLY on the specified proforma appended with Form 'B' (only applicable when amount of earnest money exceeds Rs. 25,000/-), the validity of bank guarantee would not be less than 270 days from the date tender opening plus claim period of 6 months. Any deviation or addition/deletion from the text of the specified proforma of a Bank Guarantee/Inadequate value of stamp
paper shall render the bank guarantee invalid for the purpose of opening of tender Bid Part-II. The scanned copy of the Earnest Money Deposit in PDF format must be submitted along with the tenders and the original Earnest Money should be put in a sealed envelope. This envelope should also contain original Bank draft for tender document cost of any nationalized/scheduled bank in India in name of Executive Engineer( Administration), DVVNL, Agra as cost of tender document. This envelope should reach the office of the superintending engineer (MM) DVVNL, Agra latest by specified/ notified date of opening of tender failing which the tenders will not be opened.

1.3.5.2 Offer without proper earnest money and/or a letter confirming the validity for 90 days shall not be considered under any circumstances. The earnest money shall be refunded after award is finalised. The earnest money of successful tenderers shall however be retained till such time they deposit security.

1.3.5.3 Besides earnest money and validity of offer, this Bid shall also contain all Technical, Commercial and other terms and conditions. The following documents duly filled in, must also accompany the Tender Bid Part-I.

1. Schedule A : Tender form
2. Schedule B : Documents regarding pre-qualification details of the tenderer.
3. Schedule C : Declaration
5. Schedule E : General particulars.
6. Schedule F : List of drawings/literature enclosed with the tender.
7. Schedule G : Schedule of deviations from technical specification.
8. Schedule H : Schedule of deviations from Instructions to Tenderer.
10. Schedule J : Schedule of deviations from "General Conditions of Contract Form 'B'."


16. Schedule $P_1$: Schedule of quantities & prices for main equipment.


18. Complete technical details, specification and literature/Drawing of equipment offered.


Note: No price to be indicated in any form in any of the above schedules for any item in Tender Bid Part-I whatsoever.

1.3.6 TENDER BID PART-II (PRICES):
The following documents duly filled in (in XLS Format) must be submitted in Bid Part-II.
Schedule $P_1$: Schedule of quantities & prices of main equipment.
Schedule $P_2$: Financial incidence of Technical deviations, if any.

1.4 MODE OF SUBMITTING OF E-TENDERS:
The tenderers shall follow the instructions mentioned herein under for submission of their e-tenders:

1.4.1 For participating in tenders through the e-tendering system, it is necessary for the tenders to be the registered users of the e-procurements website http://etender.up.nic.in. For this, the tenderers have to register themselves with UP Electronics Corporation Ltd., 10, Ashok Marg, Lucknow-226001 so as to get Digital Signature Certificate, valid user ID and Password on e-procurement website http://etender.up.nic.in.

1.4.2 In addition to the normal registration, the tenderer has to register with their Digital Signature Certificate (DSC) in the e-tendering system and subsequently he/she will be allowed to carry out his/her bid submission activities. Registering the Digital Signature Certificate (DSC) is a one-time activity. Before proceeding to register their DSC, the bidder shall first log on to the e-tendering system using the user Login option on the home page with the logging ID and Password with which they have been registered as per clause 1.4.1 above.

For successful registration of DSC on e-procurement website http://etender.up.nic.in the tenderers must ensure that they possess class-2/Class-3 DSC issued by any one of the following certifying authorities duly approved by controller of Certifying Authorities, Government of India, such as Maha Nagar Telephones Nigam Ltd. (MTNL), New Delhi and Tata Consultancy Services (TCS) Mumbai as the e-procurement website http://etender.up.nic.in is presently accepting DSC’s issued by these authorities only. The tenderers are also advised to
register their DSC on e-procurement website well in advance before
tender submission period & time so that they not face any problem while
submitting their e-tender. The purchaser shall not be held responsible if
the tenderers try to submit their e-tenders at last moment of submission
of tender, but could not submit due to DSC registration problem.

1.4.3 The tenderers can search for active tenders through “Search Active
Tenders” link, select this tender and then move it to ‘My Tenders’
Folder using the option available in the Bid submission menu. After
selecting and viewing this tender from “My Tender” folder, the tenderer
can place their tender by clicking “Pay offline” option available at the
end of the view tender form. Before this, the bidder should download the
tender documents including Schedule-P1 (Price Schedule) and study
them carefully. The bidder shall keep all the document & required pages
of Tender Document ready as per the requirements of tender documents,
in the PDF format except the price Schedule-P1 (Price Schedule), which
shall be in the XLS format (excel sheet).

1.4.4 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 Tender fee & EMD
offline payment details. After entering and saving the tender Fee and
EMD details, the bidder shall click “Encrypt & Upload” option given in
the offline payments details form so that “Bid Documents Preparation
and submission” window appears to upload the documents as required in
the tender document. The details of the Demand Draft or any other
accepted instruments 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 tender submission time
otherwise the tender submitted shall not be accepted.

1.4.5 Next the bidder should upload PART-1 of tender Documents for fee
details (Tender fee and EMD) & other details & PART-II for Schedule-
P1 (Price Schedule) as required in tender documents. Before uploading,
the bidder has to select the relevant Digital signature Certificate. They
may be prompted to enter the 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 documents label in Technical and Financial
schedule/Packets and then upload the relevant PDF/XLS files already
prepared and stored in the bidder’s computed.

1.4.6 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.

1.4.7 After successful submission of bid documents, a page giving the
summary of bid submission will be displayed that 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.

1.4.8 Purchase reserves the right to cancel any or all bids without assigning
any reason.

1.4.9 The tenderers are strongly advised to undergo training regarding
submitting of e-tenders at UP Electronic corporation Ltd., 10, Ashok
Marg, Lucknow-01 at any working day, which is free of cost. The
training given to them regarding submitting of e-tenders is to be followed strictly while submitting e-tenders. Notwithstanding the contents of clause 3.1 to 3.7 the training given by UP Electronic Corporation Ltd., regarding submitting of e-tenders will be final.

1.5 **procedure for opening and processing of Tenders:**

1.5.1 E-tenders will be opened in the presence of representatives who may like to attend the opening on specified/notified date of opening of tender in the office of Superintending Engineer (MM) DVVN, Agra. If the Earnest Money Deposit (original) & Cost of Tender Document in shape of Bank Draft (original) are found correct then Part- I will be opened.

Part-I of E-tenders (“Earnest Money” Validity & Technical/Commercial/pre-qualifying conditions of the offer) shall be publicly opened first on the due date as specified/ notified in the presence of representatives who may like to attend the opening. Part-I of the tenders accompanied with the required earnest money and validity shall be scrutinized and processed in this office to ensure whether the same are confirming to the technical requirements of the specification. Queries as raised by the purchase on the technical matters as may be necessary shall be referred to the tenderers to give them a chance to clarity only technical details furnished or any wanting information, in order to ensure whether the technical specification. Such queries when raised from this office should be replied in duplicate within the time stipulated from the date of dispatch of such letters from this office failing which tenders shall be finalized on the basis of information as may be available. It shall be, therefore, in the best interest of the tenderers to given complete and comprehensive technical particulars/description and details of the equipment offered by them conforming to the technical requirement. However, in case it becomes necessary for the Tenderer to make any additions or subtractions in their original price as listed in part-II of the tender on account of technical clarifications on deviation etc. against the queries raised by the purchaser to bring the equipment in the line with the requirement of the specification the tenderers may revise their prices on e-tenders portal only.

1.5.2 The tenderers can resubmit their tenders as and when required till the dead line for submission of tenders. The tender submitted earlier will be replaced by the new one. The earnest money details submitted by the tenderer earlier will be used for the revised tender and the new bid summary generated after the successful submission of the revised tender will be considered for evaluation purpose. For resubmission, the tenders shall first log in using their Login ID and Password and subsequently their Digital Signature Certificate on e-procurement website [http://etender.up.nic.in](http://etender.up.nic.in). The tenderer should then select “My Bids “My Bids” option in the Bid Submission menu. The page listing the tender submitted by the tenderer will be displayed. Click “View to see the details of the tender to be submitted. After selecting the “Bid Resubmission option click “Encrypt & Upload” to upload the revised tender documents.

1.5.3 After scrutiny of technical and commercial terms and conditions, the date of opening of the price (Part-II of the Tender) shall be intimated later on any shall be Publicly opened on the specified/ notified date in the presence of representatives who may like to attend the opening.
1.5.4 Any action on the part of the tenderers to revise the price/prices and/or change the structure of price(s) at his own instance after the opening of the tender may result in reiection of the tender and/or debarring the tenderers from participation in purchase by the DVVNL, Agra for one year in the first instance.

In such cases, earnest money submitted in part-I shall also be forfeited.

1.5.5 Tenderer shall ensure to put initials on each and every page of the tender. Last page of each document forming part of the tender shall bear full signature under official seal fully disclosing the name, designation and relationship with the firm of the signatory. In case of partnership concern, the tender may be signed by all the partners of the firm or by one of them holding power of attorneys (copy to be furnished along with the offer). In case of corporate/company tender may be signed either by the president or secretary or any other person authorized to sign the tender in the legal name of corporation/company (copy of such authority to be furnished along with the offer).

Besides this the tenderer shall ensure to 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 address of the firm’s work, Regd. and Head Offices, Sales Office and Local Offices etc.

(iii) Names and postal address of their authorized local representative/liaison officers.

1.4 Validity:
The tenders shall be valid for a period of 90 Calendar days from the date of opening. Tenders with lesser validity are liable to be rejected.

1.5 Price & Price Structure:
The tenderers are required to quote firm or variable prices without ceiling limit on either sides as per schedule—“Prices”.

1.5.1 The equipment shall be installed at different places under area of DVVNL, Agra. Hence the Tender must quote unit F.O.R. destination prices of all the items (alongwith ex-work price) for despatch to any Railway Station comes under Dakshinanchal Vidyut Vitrans Nigam Limited. The unit F.O.R. destination price shall comprise of the following components.

(a) Ex-works price,

(b) Packing, forwarding, freight and insurance charges against all risk including Insurance charges for 30 days storage after receipt of equipment at destination stores/substation against all risks. The tenderers must clearly specify these components individually beside the F.O.R., destination prices.

1.5.2 Taxes and Duties:
The prices quoted be exclusive of all taxes duties octroi charges etc. on finished products which will be paid at actuals on production of relevant
original vouchers. Excise duty will be leviable on ex-works prices only. However, the Tenderer must indicate the rate of various taxes/duties leviable as on the date of tender opening in Schedule P1: Form C/D for those having their establishment outside U.P. and form III 'D' for those having their establishment in U.P. will be obtained by the contractor from the concerned consignee. In no case form C/D or form III'D' shall be demanded through Bank. Whenever Central Excise/Sales Tax and other statutory levies are not applicable, or the bidder is exempted at the time of tendering from payment of such duties/levies, he should clearly indicate whether he would charge the same or not at the time of supply. In the event of applicability at the time of supply (where there is possibility of changing) he should specify the maximum rates which may become applicable based on the present tax structure at the time of tendering.

Where firm(s) has/have quoted ambiguous or contradictory terms or have not categorically committed regarding changing of the amount of Excise duty at the time of supply, their offer shall be loaded by the maximum rate of Excise duty applicable to tendered item among all bidders.

1.5.3 Price Variation:

1.5.3.1 The tenderers are required to quote variable prices only without ceiling limit on either side as per IEEMA/JPC/MMTC/SAIL/HzL etc. or relevant formula and base indices as given in Annexure 'A' unless specified otherwise under "Special Instructions to Tenderers", as the price variation admissible as per the latest relevant price variation formulas, applicable for the equipment (of the tendered capacity and rating). The ruling date of basic prices of raw materials, published in IEEMA/JPC/MMTC/SAIL/HzL etc. circulars as applicable shall be the date as on first working day of the calendar month, one/two months prior to the date of tendering as the case may be. The date of tendering shall be taken as the notified date of opening of the tender. The tenderer shall furnish the photocopy of the relevant IEEMA/JPC/MMTC/SAIL/HzL etc. circular of basic rate of raw material as applicable along with tender Bid Part-II. In case there is no IEEMA/JPC/MMTC/SAIL/HzL etc. price variation clause for the said equipment, the price variation formula as given under Special Instructions to tenderers shall be applicable. No price variation formula other than given in annexure 'A' shall be accepted under any circumstances.

Wherever the tenderer has been asked to quote firm price but he quotes variables prices, his offer shall not be considered.

The ruling date of basic prices of raw materials for the prices variation purposes shall be same for all the offers. In case it is prior to the notified date, he quoted ex-works price shall be brought at par per relevant formula. However, no loading shall be considered for the dates mentioned beyond the notified date.

1.5.3.2 The price variation shall be allowed on ex-works prices only for the contract delivery period.

1.5.3.3 The component of packing and forwarding, freight and insurance charges shall remain firm in all respects throughout the currency of the contract.
1.5.3.4 Tenderers shall quote FIRM prices only for the spare parts, type test, service charges for erection and commissioning of equipment.

1.5.3.5 Quoted prices should be based after accounting for benefit available, if any to manufacture/supplier under MODVAT SCHEME.

1.5.3.6 Bank charges if any, for documents to be negotiated through Bank, shall be borne by the Tenderer.

1.6 **Evaluation of Tender:**
In comparing tenders and in making awards, the purchaser may consider such factors as compliance with specifications, relative quality and adaptability of suppliers or services, experience record of integrity in dealing ability to furnish repairs and maintenance services, the time of delivery, capability to perform and available facilities such as adequate shops, plant equipment, technical organisation etc.

1.6.2 In case prices of some items are given in lump sum where unit prices are required, purchaser reserves the right to evaluate unit prices on the basis of the quoted lump sum prices.

1.6.3 In case, where a tenderer does not quote F.O.R. destination price asked for, their, quoted unit prices shall be loaded by appropriate additional factors on ex-works prices as below:

(a) Packing charges @ 0.75%
(b) Forwarding charges @ 0.25%
(c) Freight for 1st 500 kms. @ 2 %
(d) Freight for every next 250 kms. @ 0.5% or part thereof
(For this purpose, distance shall be taken from suppliers work to Agra and in case the distance is less than 500 km. loading shall be done for a minimum distance of 500 km.)
(e) Transit Insurance @ 0.5%
(f) Insurance for 30 days storage @ 0.5%

However, while placing order on such firms (who have not quoted various element of freight, insurance etc.), the order shall be awarded to them by taking minimum of the charges as quoted by other tenderers.

Where a tenderer quotes only F.O.R. destination prices without breakup as per Schedule "P1", the required ex-work prices shall be computed by deducting the minimum of the packing, forwarding, freight and insurance rates quoted by other tenderers. However, while placing the order on such firms, the maximum of the packing and forwarding, freight and insurance (combined) quoted by other tenderers in the tender shall be provided in the purchase order and the ex-works prices for order shall be worked out from quoted F.O.R. destination price.

1.6.4 If any bidder quotes payment terms, which amount to advance and/or payment which is in deviation from payment terms given in Form 'B' and general requirement of specification of this Bid document, the Bid shall be loaded @ 20% interest per annum on the amount and for annexed with period of advance payment involved.

In the case of tenderer(s) demanding payment in excess of 90% against R/R through Bank, admission as per the tender specification, loading at the rate of 20% (twenty percent) per annum on the amount demanded in excess of 90% for a period of one month shall be done irrespective of the
fact that the tenderer has offered to submit a Bank Guarantee and
irrespective of the quantum of the Bank Guarantee.

1.6.5 Any rebate/discount Linked with quantity, terms of payment, any other
conditions shall not be considered for the purpose of evaluation and
comparison of such offer vis-a-vis others; However, the same may be
availed while placing orders with such successful Tenderers where slab
rates are quoted each slab will be treated as separate offer.

1.6.6 If the tenderer fails to quote for any of the item(s) component(s) as
asked for or confirms its supply free of cost, the highest prices as quoted
by other tenderer(s) for the same, shall be added to arrive at F.O.R.
destination computed prices of such tenderer for comparison purposes
only.

1.6.7 The price shall be compared inclusive of excise duty and Sales
Tax/Trade Tax and exclusive of Octroi.

1.6.8 Loading on any other account as may be deemed necessary in the opinion
of the purchaser to bring the various offers at par to each other for
comparison purposes, may be done at the discretion of the purchaser.

1.7 Splitting of Order
The purchaser reserves the right to split the order among various
successful tenderers in any manner he chooses, without assigning any
reasons whatsoever.

1.8 Award of Contract
1.8.1 The purchaser is not bound to accept the lowest or any tender and may
reject any or all the tenders, without assigning any reason.

1.8.2 The successful Tenderer, if required to do so, may have to enter into a
contract agreement with the Purchaser as per General Conditions of form
'B' and other conditions attached with the tender specification.

1.8.3 For signing the contract, a duly authorised representative of the
successful Tenderer shall be required to sign and accept the contract at
Agra within the time specified in the letter of intent, failing which it
shall be considered that he is not interested in accepting the offer and
action as deemed fit shall be taken by purchaser without making any
further correspondence with successful tenderer.

1.9 Income Tax and Sales Tax Certificates:
The tenderer shall furnish with the Tender, Income tax and Sales tax/
Trade tax clearance certificate of current, as well as of the preceding
year, form the competent authority.
Alternatively the tenderer shall give valid reasons for his inability to
furnish such a certificate. The purchaser reserves the right to reject any
tender, if income tax/sales tax clearance certificates are not furnished or
the reasons for the tenderer's inability to furnish such certificates, are
not given in the tender.

1.10 Deviations:
The offer should be strictly in line with the conditions, specifications
and other requirements mentioned in this tender specification document.
No deviations are permitted except under special circumstances. Should
the tenderers wish to depart from the general requirements of technical
specification. General conditions of contract form 'B' in any way, he
must draw specific attention to such departure (s). All such deviations
specifically be filled up in relevant deviation schedule. If deviations are
not specifically recorded in these schedules and submitted along with the
tender documents, it will be presumed that there are no deviations and
this interpretation will be binding upon the tenderer. Purchaser is, however, not bound to accept all or any deviations as mentioned in such schedules. Tenders are also advised not to enclose their own standard or printed terms and conditions for sale etc. as the same shall not be considered.

1.11 Convassing:
No tenderer shall canvass any Nigam's official or the engineer, with respect to his own or other tender. Contravention of this condition will result in rejection of the tender, this clause shall not be deemed to prevent the Tenderer, from supplying to the Engineer any further information clarification asked for by the Engineer.

1.12 Special Note:
It may very clearly be noted by all that no modification in price reduction clause No. 27 of contract form 'B' shall be accepted i.e. broadly a price reduction of 1/2% per week subject to a maximum of 10% shall be applicable.

1.13 Standards:
1.13.1 Except as modified by this tender specification, all materials and equipment shall conform to the requirement of latest editions of relevant ISS/IEC.

1.13.2 However, in the event of the tenderer offering equipment conforming to standards other than ISS/IEC standards, the salient point of comparison between the standards adopted and relevant ISS/IEC standards shall be indicated clearly in the proposal.

1.13.3 Should the Tenderer wish to depart from the Provisions of the Specifications, either on account of manufacturing practice or for any other reasons, he shall clearly mention the departure and submit complete justification supported by information drawing etc. as will enable to the suitability of equipment(s) offered.

In the event of the tenderer's specification, drawing forms and tables etc., being found to disagree with the requirement of this specifications at any stage, these specifications shall be binding unless the departure have been duly approved in writing by the Purchaser.

1.14 Deviation from Specification:
This specification is mainly for the guidance of the Tenderer/Manufacturers. These requirements of necessary include some specific elements of construction and materials but are not intended to preclude ingenuity or design or improvement.
If the Tenderer proposes any deviations from this specification, these will be considered provided, they are necessary to either improve the utility, Performance and efficiency or to secure, overall economy. This will be clearly and explicitly explained in the tender. Such deviations shall also be brought out by clause in the prescribed schedule.

1.15 Variation in quantity of material/equipment:
The requirement indicated in this specification can vary to the extent of 50% on either side.

1.16 Delivery Schedule:
The delivery shall be quoted specifically and explicitly for each complete item separately in Schedule 'K' and shall be guaranteed under price reduction clause 27 of General conditions of Form 'B' annexed.

1.17 **Erection Supervision:**
1.17.1 The tenderer shall quote for the services of an Erection Engineer who shall assume full Responsibility for the erection, testing and commissioning of the equipment offered. Skilled And unskilled labour and tools of General use would be provided by the Purchaser.

1.17.2 The Tenderer shall submit a list of all special tools and instruments required for erection testing an commissioning and shall include the same in the tender.

1.17.3 The Tenderer shall indicate per item and per menses rates for the services of the Erection, Engineer Tenderer shall also indicate the estimated time for the erection, testing and commissioning to the equipment offered.

1.18 **Drawings & Manuals:**
Along with tender, the Tenderer shall submit the following drawings:-
(a) General arrangement drawings of the equipment offered.
(b) Detailed dimensional drawings and descriptive literature of all the components supplied.
(c) Basic Electrical diagram.

1.19 **Spare Parts:**
The Tender shall recommend a set of spare parts required for normal maintenance of the equipment offered for a period of five years.

1.20 **Foreign Exchange:**
Tenderer offering equipment without involving any foreign exchange and commitment on the part of purchaser will be considered.

* * * * *
II. GENERAL REQUIREMENTS OF SPECIFICATION

2.1 SCOPES:

2.1.1 This specification covers design, manufacture, performance testing inspection, packing and delivery of equipments with accessories and auxiliary equipment required for various destinations in U.P. The item and quantities required are as detailed in Technical Schedule P & Q.

2.1.2 The equipments shall be supplied complete with all fittings/ accessories, apparatus and parts that are necessary of usual for their efficient operation. Such parts shall be deemed to be within Contractor's scope whether specifically mentioned or not. Equipment in all respects shall incorporate the highest quality of modern engineering design and workmanship.

2.1.3 The 'General Conditions of Contract' Form 'B' copy of which are attached hereto, form an integral part of this specification. The contractor shall supply all material and perform all work in strict accordance there with. In the event of conflict between the 'General Conditions of Contract' Form 'B' and General requirement of specification as given here, the latter shall prevail.

2.1.4 The General requirement of specification comprise of this chapter and detailed technical specification. These are supplementary to each other and are essential for complete interpretation of the Purchase's requirement.

2.2 PROJECT DATA:

i. Location various sites under area of DVVN.

ii. Altitude not exceeding 1000 meters.

iii. Climate conditions:

   a. Design maximum ambient air temperature 50 deg. C
   b. Maximum daily average ambient temperature
      in Shade 47.2 deg.C
      in Sun 65.5 deg.C
   c. Minimum ambient air temperature in shade (-) 5 deg.C
   d. Relative humidity 100% max.
      10% min.
   e. Wind load 195 kg/sqnm.
   f. Seismic level 0.33 g.
   g. Isokeraunic level 50
   h. Average annual rainfall 1200 mm.
   i. Hot & humid tropical climate conductive to rush and fungi growth.

2.3 SYSTEM PARTICULARS:

i. Rated system voltage 33KV. 11KV & 0.433 KV.

ii. System frequency 50Hz this may vary by ±5%

iii. Number of phases Three

iv. Neutral Effectively earthed

v. Auxiliary power supply
   a. for lighting, fixtures space heater & A.C. separated Coils 250V, 2 wire 50Hz. AC supply with one point grounded.
2.4 **DRAWING AND MANUALS:**

2.4.1 The contractor shall furnish four prints of each of the following to the Engineer of the contract within four weeks of the date of order.

a. General arrangement drawing of the equipment offered.
b. Detailed dimensional drawing and descriptive literature of all the component supplied.
c. Basic Electrical diagram.

In addition, the contractor shall also submit four prints to the Engineer within 30 days of the date of the complete bill of material with each item unidentifiable in the detailed drawing with reference. This will also include detailed packing list of the equipment.

2.4.2 The Engineer shall return to the Contractor one print of each drawing (a) stamped "Approved" or (b) marked up with comments.

In case of (a) no further resubmission of drawing is required for Engineer's approval. In case of (b), the Contractor shall correct his original drawing to confirm to the comments made by the Engineer and resubmit in the same manner as stated above, within two weeks after the receipt of marked up print by him.

2.4.3 The Contractor on receipt of print stamped "Approved" shall furnish to Engineer of the contract, one direct reading reproducible of each drawing and bill of material within two weeks of receipt of approved set.

2.5 **MANUALS:**

The contractor shall furnish three sets of bound copies of erection commissioning and operation, maintenance manual giving detailed instruction, procedures, and precautions for all the equipment supplied by him to the Engineer. The manuals shall be specific to the equipment supplied and not of general nature. One set of this manual shall also be packed with each set of equipment.

2.6 **RAW MATERIAL:**

The contractor shall be responsible for timely arrangement/ procurement of all the raw materials required for the manufacture of all tendered items and shall furnish their test certificate to the purchaser. However depending on the policy of the Govt. of India, Purchaser may issue essentiality certificates for arrangement of such raw materials through CEN, DOE, DGTD or other, who may allot the same of the Contractor at their discretion directly from any of the producers of such raw material or other source but without any financial liability to the affecting/linking the delivery of the equipment with the availability of raw material against such certificate or recommendation.

2.7 **INSPECTION & TESTING:**

As per clause 14 of General Conditions of Contract Form 'B', the contractor shall give 15 days notice to the MD, DVVNLM, Agra/ S.E. (Equator), DVVNLM, Agra under intimation to Purchaser of every lot of material being ready duly packed for dispatch alongwith routing test
results of the material offered and details of dispatches made against last authorisation for dispatch in addition to the test specified in the technical specification, the purchaser reserves the right of carrying out at site such tests as he may decide upon. Such additional test will be carried out at the Purchaser's expenses.

The contractor shall also render necessary assistance to the Inspecting Officer(s) in making random, sampling wherever considered necessary the material shall be marked embossed or sealed by the inspection office after inspection has been carried out and the material approved for dispatch.

The purchaser shall reserves the right to draw required number of samples of other Major items of raw materials. These samples shall, however, be drawn and sealed in the presence of Contractor or his authorised representative. The purchaser further reserves the right to get these samples tested from any Government recognised Test House/Laboratory or Government Test House/Laboratory.

The contractor shall record either of the following certificates on the invoice/packing list (challan) as the case may be.

Certified that the consignment (lot) of material supplied through this invoice/packing list (challan) has been inspected and tested by representative(s) of MD, DVVNl, Agra/ S.E. (Equator), DVVNl, Agra and has been approved for dispatch.

OR

Certified that the inspection and treating of consignment (lot) of material supplied through this invoice/packing list (challan) has been waived of by the Purchaser vide his letter No........ date ......

It is further certified that materials have been tested and results have been found to be within the values specified in the relevant ISS/Contract as per copies of Test Certificate enclosed.

Not-with-standing the inspection carried out by the officer of DVVNl, Agra in case of any short defective supply of material detected by the consignee, the contractor shall be liable to make good such shortage/rectify the defects. The consignment also be subject to joint inspection by Representative of the Contractor and the Purchaser in the Stores of DVVNl in case of any dispute regarding quality and/or quantity of the material supplied.

In case, the material offered for inspection is not found ready when the inspecting party reaches the works of contractor, the cost incurred by the Board on this account will become payable by the contractor on demand by Superintending Engineer (MM), DVVNl, Agra within 30 days.

2.8 PRODUCTION SCHEDULE & PROGRESS REPORT:

The contractor shall furnish detailed production schedule for all major components to be supplied. The schedule shall include dates of completion of :

(a) The Engineering work
(b) Different phases of material procurement manufacturer & fabrication
(c) Delivery

A report on actual progress in percentage and date of completion of each of the above items shall be sent to the purchaser every mount, starting two months from the date of letter of intent or date of purchase order.

2.9 PACKING & DESPATCH OF EQUIPMENT:
2.9.1 All equipment/material shall be suitably packed for transport carriage at site and outdoor storage during transit. The contractor shall be responsible for any damage to the equipment during transit due to improper and inadequate packing. The case containing fragile or material easily prone to damage shall be very carefully packed and marked with appropriate caution symbols i.e. "FRAGILE", "HANDLE WITH CARE", USE NO HOOK etc. Packing of each package shall bear/packing list. Packing shall provide complete protector from moisture. Termites and mechanical shock etc. Wherever necessary, proper arrangements for attaching slings for listing shall be provided. All packages shall be clearly marked with gross weight, sign showing UP & DOWN" side of boxes, contents of each package, order no. and date, name of plant/equipment of which the material in package forms parts and any handling and up-packing instructions considered necessary. Any material found short inside the packing cases shall be supplied by the contractor without any cost. Contractor shall ascertain, prior to shipment from concerned authorities, the transport limitations, like weight and maximum allowable package size for transportation. All packing cases and packing material shall become the property of the PURCHASER.

2.9.2 The equipment/ material shall be dispatched as per dispatch instruction issued by Superintending Engineer (MM), DVVNLM, Agra. A telegraphic intimation shall also be given to the consignee(s) immediately after the dispatch of equipment mentioning the specification number, name of equipment, R/R No., date of dispatch, No. of packages, wagon number and approximate weight of each package to enable him to take delivery & unload material in case dispatch documents are not received by him in time.

2.9.3 Packing list containing details of equipment for verification at site shall also be placed inside each package and shall correspond with the advice note and approved bill of material. One set of manual as required in 2.5.5 shall also be placed inside the package.

2.9.4 "Bill(s) duly pre-receipted in triplicate in accordance with approved terms of payment and together will all necessary dispatch documents, shall be set to consignee(s) under registered cover with additional copy of Engineer of the Contract as also to M.D., DVVNLM, Agra. Supplier's code and item code as prescribed shall be marked on every bill/invoice/challan.

2.9.5 Any demurrage and wharfage or other charges payable due to non-implementation of any of the above instructions shall be to Contractor's account.

2.10 REJECTION:
2.10.1 Purchaser reserves the right to reject any equipment if during the tests at works or at site, the test values achieved, do not comply with the respective standards, specifications and exceed the tolerable limits.

2.10.2 Contract shall replace rejected equipment with new equipment complying with the guaranteed values as promptly as possible and at no extra cost to the Purchaser, Purchaser reserves the right to retain any rejected equipment and take it into service until the contractor supplies the new equipment.

2.10.3 Rejection of any equipment will not held as a valid reason for delay in timely completion of the work.

2.11 DESPATCH INSTRUCTIONS:
2.11.1 Detailed dispatch instruction shall be issued by the Superintending Engineer (MM), DVVN, Agra for the quantities authorised for dispatch who however reserves the right to amend the dispatch instructions at any time before the actual dispatch of the material. It may be noted that no material is to be dispatched without satisfactory testing-inspection and clearance by the representative of M.D., DVVN, Agra.

2.11.2 Telegraphic intimation shall be sent to consignee immediately after the goods are booked and following documents shall be sent by the contractor to the bankers and additional copy of each shall also be sent directly to the purchaser and to the Consignee by registered mail on the same day:
(a) Evidence of dispatch i.e. Railway receipt.
(b) Packing list (3 copies)
(c) Invoice (3 copies)
(d) Test certificates (3 copies)

2.11.3 In case of transport by Road, the controller shall deliver the material/equipment to the consignee at the specific place of delivery with the following documents and one additional copy of each sent directly to the Purchaser:
(a) Delivery Challan (2 copies)
(b) Invoice (2 copies)
(c) Test certificate (2 copies)

2.11.4 A statement of dispatches shall be sent by the contractor on the first day of every month of dispatches made by him during preceding month in the following proforma:

<table>
<thead>
<tr>
<th>Dl.No. &amp; Date</th>
<th>Name of the consignee</th>
<th>Name of material</th>
<th>Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>4</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Dispatched</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>GR/R/R No. &amp; Date</th>
<th>Bill No. &amp; Date</th>
<th>Amount</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td>6</td>
<td>7</td>
<td>8</td>
<td>9</td>
</tr>
</tbody>
</table>

2.12 INSURANCE:

2.12.1 The contractor shall arrange, secure & maintain insurance as may be necessary to protect his own interest and the interests of the Purchaser, against all risks that are to be covered under the insurance shall include, but not be limited to the loss or damage in transit, theft, pilferage/riot, civil commotion, weather conditions, accidents of all kinds, fire, war risks during ocean transportation only etc.

2.12.2 Insurance is to be taken for the F.O.R. destination value of the equipment for transit from the manufacturer's warehouse to the Purchaser's warehouse plus 30 days storage thereafter.

2.12.3 All damages and shortage of the equipment after its delivery to destination railway station and transportation to stores and storage there shall be notified by the Consignee by registered post to contractor or his authorised representative, within 30 days for making goods the damage or loss by way of replacement or the equipment damage or lost.

2.12.4 The contractor shall take up the matter with insurance company for finalisation of claims, and Purchaser shall provide required information. All further action in connection with making and setting of claims, if any,
will be carried out by the contractor for which no extra payment will be made.
The contractor shall be responsible to make goods the damage or loss by way of repairs and/or replacement of equipment free of cost irrespective of the fact whether claims is accepted by the Insurance Company or not, without waiting for claims settlement.

2.12.5 The scope of such insurance shall cover the entire value of the contract from time to time.

2.13 TERMS OF PAYMENT:
2.13.1 The terms of payment shall be as per Clause 21 of Form 'B'.
2.13.2 "For equipment to be dispatched by Road transport the payment will be made after the receipt of goods at site". For equipment dispatched by the rail contractor can claim 90% of the contracted value of the equipment (including price variation, if any) together with 100% of excise duty, sales tax against R/R through bank of consignee choice provided that;
(a) The contractor submits a certificate alongwith invoice to the effect that the material detailed in the said advice has actually been dispatched under the Railway receipt and the value of the material so dispatched is not less than the amount entered in the invoice.
(b) The bank commission shall be borne by the contractor.
(c) The contractor shall be responsible for timely intimation to the consignee about R/R etc. and in the event of his lapse, the demurrage/wharfage shall be the responsibility of contractor.

2.14 DELIVERY:
2.14.1 The commencement of delivery period shall be counted from the date of issue of letter of intent or date of signing of detailed order, as the case may be.
2.14.2 Date of R/R shall be deemed to be the date of delivery of dispatch by rail, the date of receipt of material in Purchaser's store shall be deemed to be the date of delivery for dispatch by road, in the case of supply of Steel Tubular Poles by M.D., DVVN, Agra shall be deemed to be the date of delivery provided the payment of Excise duty for the poles authorised for dispatch shall be deposited by the supplier, within 15 days from the date of issue of dispatch authorisation, failing which actual date of depositing of excise duty shall be treated as the date of delivery.
2.14.3 The delivery should be affected in serviceable lots/sets of equipment. In case of part dispatch the delivery shall be deemed to have been effected when last component part of the equipment of serviceable lot/set has been delivered.

2.15 SECURITY:
The contractor shall deposit security as required under Clause '3' of the "General Conditions of the Contract Form 'B' @ 1% (one percent) of the F.O.R. destination price of material in the form of FDR/CDR or Govt. interest bearing security duly pledged in favour of the Executive Engineer, (Administration), DVVNL, Agra or guarantee bond from a scheduled bank of India duly executed on non-judicial stamp paper of requisite value (at present Rs. 100/-) in the enclosed proforma.

The above security shall be sent within 30 days of the award of contract. The validity of the security deposit in any of the above form shall be for a period of 18 months from the date of receipt of last lot of
material with a claim period of six months thereafter. In case the supplies are delayed beyond the delivery schedule mentioned in the order, the contractor shall extend the validity of the security deposit so as to cover a period of 18 months from the day by which the anticipates to complete the supplies, failing which the purchaser shall have the right to encash the Bank Guarantee without making any reference to him. This order is liable to be cancelled if security is not deposited within the time specified and in that event earnest money shall be forfeited. The contractor shall not commence the supply of material till such time he deposits security as above and intimation regarding receipt and correctness of the same is received by him in writing from the Engineer of Contract.

The security will be released to the Contractor after expiry of the maintenance period and settlement of all the claims of the consignees against the contract.

2.16 **TRAINING OF ENGINEERS:**

2.16.1 The Purchaser may depute his engineer for a period as mutually agreed, at the manufacturer's works for the purpose of familiarization with equipment and techniques covered under the specification, including training in commissioning, operation, maintenance and trouble shooting aspect etc. The contractor shall provide the necessary training facilities free of cost to the purchaser and also indicate/suggest training programme etc. In case, this training course is being run regularly by the manufacturer or his principles, this may be indicated in the tender along with details or training, duration, scheduled date, course content etc. The traveling expenses from U.P. to their place of training and back, and maintenance of the deputed trainees shall be borne by the purchaser.

2.16.2 The contractor shall depute his Senior Engineer/Specialists to the Training Institute/Staff Colleges of the purchaser for training familiarization course when requested by the purchaser.

2.17 **JUDICIAL JURISDICTION:**
All the disputes arising out of and touching or relating to subject matter of agreement/contract shall be subject to jurisdiction of local courts of Agra and High Court of Judicature at Allahabad only.

2.18 **ARBITRATION CLAUSE 31 OF FORM 'B'**
The following is deemed to be added at the end of the part-I in the Arbitration Clause 31 of Form B.
"In case of refusal/neglect by such nominee M.D., DVVNl, Agra may nominate person in his place."

***************
SCHEDULE 'A'  
TENDER FORM

Tender Specification No.: DVVNLM-MM/1523-2015

From:

To: 
Superintending Engineer (MM)  
Dakshinanchal Vidyut Vitran Nigam Limited,  
Urja Bhawan, 220 KV Sub-Station, Sikandra  
Agra (U.P.)

Sir,

With reference to your invitation to tender for the above I/We hereby offer to the DVVNLM 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 contract Form 'B' specifications and Schedules of Rates to the satisfaction of the purchaser or in default thereof to forfeit and pay to DVVNLM the sum of money mentioned in the said conditions.

The rates quoted are inclusive prorata and in full satisfaction of all claims.

I/We agree to abide this tender for the period of 90 days from the date of fixed for opening of the same.

A sum of Rs. ......................... in the form of ................

in favour of "Executive Engineer, (Administration), DVVNLM, Agra (U.P.)" is enclosed with Part I of the offer as earnest money.

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

Encls.: As above.

Date Day of 20

Witness (Signature of the tenderer in full)

(Name and Signature) Name

Address Seal

Occupation
SCHEDULE 'B'

Tender Specification No.: DVNL- ............
for supply of ........................................
(Name of equipment)

PRE-QUALIFICATION DETAILS OF THE TENDER

1. **Manufacturer**
   (a) For manufacturer, registration with
       Industries Deptt., permitting manufacturer
       is to be enclosed.

2. **Operational Experience**
   The following details are to be furnished ONLY in
   respect of tendered item(s) for last five
   financial years.
   (a) Sl.No.
   (b) Complete postal address including
       designation of the authority placing order
   (c) Order No. and date
   (d) Quantity ordered
   (e) Period of supply
   (f) Station where the equipment installed and
       the period from which in actual service.
   (g) Period of trouble free service.

3. **Manufacturing Experience**
   The following details are to be furnished
   ONLY in respect of Tendered item(s)
   
<table>
<thead>
<tr>
<th>Sl.No.</th>
<th>Complete Postal Address including designation</th>
<th>Quantity ordered</th>
<th>Quantity manufactured during last five years</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
<td>2010-2011</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>2011-2012</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>2012-2013</td>
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<td></td>
<td></td>
<td></td>
<td>2013-2014</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>2014-2015</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Up to date of Tender opening</td>
</tr>
</tbody>
</table>

*In case the quantity manufactured is less than the qualifying figures, previous years may also be included.*
4. **Testing Facilities:**

<table>
<thead>
<tr>
<th>S. N.</th>
<th>Name of tests</th>
<th>Details of testing equipment required</th>
<th>Range upto which test can be performed</th>
<th>Place of testing</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>ROUTINE</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(a)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(b)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(c)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>ACCEPTANCE</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(a)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(b)</td>
<td></td>
<td></td>
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<tr>
<td>(c)</td>
<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td>3</td>
<td>TYPE</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(a)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(b)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(c)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Note: (i) In case facility of test not available at works, place where such tests would be carried out, is specified.

(ii) The Tenderer is required to give the details of testing facilities available in works. Against Column 2, he is to essentially mention the name of tests and correspondingly in Column 3 he is to specify the instruments which will be employed to perform that test.

5. **Type Testing of Products**

It is required that a xerox copy of complete type test report of the product is enclosed with part-I of the tender documents, failing which it will be presumed that the product is not type tested.

**Note:** Type test should have been carried at only within five years from the date of tender opening (part-I), from any of the laboratories/test houses mentioned in technical specification.
SCHEDULE 'C'  
DECLARATION

(To be executed on a non-judicial stamp paper of Rs. 100/- with a revenue stamp of Rs. 1/- affixed)

Tender invited by  
Superintending Engineer (MM)  
Dakshinanchal Vidyut Vitrans Nigam Limited,  
Urja Bhawan, 220 KV Sub-Station, Sikandra  
Agra (U.P.)

Tender for ............................................
Name of Tenderer ................................. .................
Specification No. and date of opening .................

In consideration of the Dakshinanchal Vidyut Vitrans Nigam Limited having treated the Tender 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 90 days (or any extension thereof) from the date of opening of the tender, also to the condition that if hereafter the Tenderer does withdraw his proposal within the said period, the Earnest Money deposited by him may be forfeited to the Dakshinanchal Vidyut Vitrans Nigam Limited, Agra and at the discretion of the Purchaser, the Purchaser may debar the Tenderer from tendering for a minimum period of one year, reckoned from the date of opening of the tender.

Signed this day of  
Place Signed by  

State title (whether  
Proprietor/Partner)

Witness  
Name of the firm  
Address of the firm

Signature  
Seal of the firm

Name  
Address
SCHEDULE 'D'

PROFORMA FOR JOINT UNDERTAKING BY THE COLLABORATION/ASSOCIATE AND THE TENDERER

(To be stamped in accordance with U.P. State Act)

To:
Superintending Engineer (MM)
Dakshinanchal Vidyut Vitran Nigam Limited,
Urja Bhawan, 220 KV Sub-Station, Sikandra
Agra (U.P.)

Dear Sir,

(In terms of "Instructions to Tenderer" in the specification no. .......
.......................... for the design manufacture, testing, delivery, erection and commissioning (as specified), of .............................................................. .......................................................... (Name of the equipment).

It is a condition that the Tenderer as well as their collaborator/associate shall jointly and severally undertake the responsibility for the successful performance of the Contract (hereinafter referred to as Contract) which is qualified for the award on the basis of the expertise of collaborator/associate).

We .................................................. having our registered office at ..................... (hereinafter referred to as a Collaborator/Associate) which in turn shall include our successor, administration recuter and assign and we .................................................. having our registered office at ............. (hereinafter called as Tenderer or Contractor) are held jointly and severally liable and bound upto Dakshinanchal Vidyut Vitran Nigam Limited (hereinafter referred to as Purchaser) which expression shall include its successor, administrator and assigns, for the successful performance of the Contract, including the overall responsibility for the design, manufacture, rating delivery performance etc. of ......................... (Name of the equipment), in accordance with Contract.

The Collaborator/Associate hereby agree to depute their technical experts from time to time Contractor's works/project site as mutually agreed upon between the Purchaser and the Contractor in order to discharge the Contractor's obligations as stipulated in contract. The Tenderer and the Collaborator/Associate hereby agree that this undertaking shall be irrevocable and it shall form an integral part of the Contract.

In witness thereof the Collaborator/Associate and the Tenderer have through their authorised representative, set their hands and seal on this ..................... day of ..................... 20........
WITNESS  COLLABORATOR/ASSOCIATE

I  Signature

Name

(Official Address

Designation

Seal

WITNESS  TENDERER

II  Signature

Name

(Official Address

Designation

Seal
SCHEDULE 'E'

Tender Specification No.: DVVNLM- ............

SCHEDULE OF GENERAL PARTICULARS

1. Name of the Tenderer
   a. Registered Office Address
   b. Head Office Address
   c. Postal Address of Tenderer
   d. Telegraphic address

2. Name and address of manufacturer

3. Works
   a. Location with full postal address
   b. Total space occupied in sq. meters (approximate within 15%)
   c. Constructed area in sq. meters (approximate within 5%)

4. Name and address of local representative and his telephone number

5. Name and address of the officer of the Tenderer/manufacturer to whom all reference shall be made for expenditure coordination.

6. Whether the Tenderer is sole proprietor/partnership concern/private ltd. company/public undertaking

7. Name of foreign collaborator, if any

8. Whether the designs are their own or obtained from other source. If from other sources, the same may be indicated.

9. The name, designation, qualification and experience of engineers employed by the Tenderer in design, development and manufacturing the quoted equipment.

10. Authorised capital of the company.

11. Total annual turnover of the firm during last five financial years

<table>
<thead>
<tr>
<th>Financial Year</th>
<th>Turnover</th>
</tr>
</thead>
<tbody>
<tr>
<td>2010-2011</td>
<td></td>
</tr>
<tr>
<td>2011-2012</td>
<td></td>
</tr>
<tr>
<td>2012-2013</td>
<td></td>
</tr>
<tr>
<td>2013-2014</td>
<td></td>
</tr>
<tr>
<td>2014-2015</td>
<td></td>
</tr>
</tbody>
</table>
12. Actual production per year of the equipment quoted during last five financial years giving quantity and bill value rounded off to first decimal place in Rs. lacs excluding Central Excise.

<table>
<thead>
<tr>
<th>Period</th>
<th>Quantity/Bill Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>2010-2011</td>
<td></td>
</tr>
<tr>
<td>2011-2012</td>
<td></td>
</tr>
<tr>
<td>2012-2013</td>
<td></td>
</tr>
<tr>
<td>2013-2014</td>
<td></td>
</tr>
<tr>
<td>2014-2015</td>
<td></td>
</tr>
</tbody>
</table>

13. Manufacturing capacity per month of the quoted equipment item wise.

14. State the name and designation of your relative(s) if any, working in U.P. Power Corporation/DVVNL.

15. 1% security deposit in terms of clause 3 of Form 'B' is to be deposited within 30 days of placement of order. Whether or not willing to deposit. If no, state reasons.

16. Whether certificate for satisfactory performance of offered equipment enclosed or not. If yes give the designation of the officer issuing certificate and the quantity to which if refers. Enclosed/not enclosed

17. (a) Whether quoted ex-work prices are firm/variable
   (b) In case of variable price, have you noted –
      (i) That prices variables as per IEEMA/Specified formula enclosed without any ceiling on either side.
      (ii) Have you mentioned base prices indicating prevailing as on the first day of one month before tender opening. Yes/No

18. Whether ex-works prices quoted or not Yes/no

19. Whether packing, forwarding, freight and insurance cover (for transit plus 30 days storage thereafter) has been quoted besides ex-works prices (All these charges are to be excluded). Yes/No

20. Whether the quoted prices are also applicable for any reduced quantity order. Yes/No

21. Terms of payment as mentioned in relevant clause are acceptable or not. Yes/No

22. Give Sales Tax Registration No.
   (i) Central
   (ii) State

23. Income Tax clearance certificate of current and preceding year enclosed or not. Yes/No

24. Whether the tenderer is agreeable to supply the equipment in case of the
deviations stipulated by him are not acceptable to the purchaser.
25. Give two references (Name, designation and complete postal address) who can certify tenderers financial status and capability to undertake such supply orders. One of the references should be of a scheduled nationalized bank in India.

26. Have you submitted a sealed sample(s) required in the specification (non-returnable) and delivered the same to the office of M.D., Dakshinanchal Vidyut Vitran Nigam Limited, Agra (U.P.).

27. Have you offered any discount.

Seal of the Company

Full Signature

Name

Designation

Date
SCHEDULE 'F'

Tender Specification No.: DVVLN- .............

LIST OF DRAWINGS AND LITERATURE ENCLOSED WITH THE TENDER

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Drawing/literature No.</th>
<th>Title</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>2</td>
<td>3</td>
</tr>
</tbody>
</table>

Seal of the Company

Signature

Name

Designation

Date
SCHEDULE 'G'

Tender Specification No.: DVVNLM- **********

DEVIATION FROM "TECHNICAL SPECIFICATION"

(All deviations from the "Technical Specification" shall be filled in clause by clause in this schedule. Compliance with the specifications will be taken as granted if the deviations are not specifically mentioned in this schedule. In case there are no deviation(s) the "NIL" information should be furnished.)

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Page No.</th>
<th>Clause No. and stipulation DVVNLM's Specification</th>
<th>Deviation</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>2</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

The Tenderer hereby certified that the above mentioned are the only deviations from the "Technical Specification".

Seal of the Company

Full Signature

Name

Designation

Date
SCHEDULE 'H'

Tender Specification No.: DVVNLM-................

DEVIATION FROM "INSTRUCTIONS TO TENDERERS"

(All deviations from the "Instructions to Tenderer" shall be filled in clause by clause in this schedule. Compliance with the specifications will be taken as granted if the deviations are not specifically mentioned in this schedule. In case there are no deviation(s) the "NIL" information should be furnished.)

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Page No.</th>
<th>Clause No. and stipulation DVVNLS's Specification</th>
<th>Deviation</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>2</td>
<td></td>
<td>3</td>
</tr>
</tbody>
</table>

The Tenderer hereby certified that the above mentioned are the only deviations from the "Technical Specification".

Seal of the Company

Full Signature

Name

Designation

Date
SCHEDULE 'I'

Tender Specification No.: DVVNLM- .............

DEVIATION FROM "GENERAL REQUIREMENTS OF SPECIFICATION"

(All deviations from the "General Requirements of Specification" shall be filled in clause by clause in this schedule. Compliance with the specifications will be taken as granted if the deviations are not specifically mentioned in this schedule. In case there are no deviation(s) the "NIL" information should be furnished.)

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Page No.</th>
<th>Clause No. and stipulation DVVNLM's Specification</th>
<th>Deviation</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>2</td>
<td>3</td>
<td>4</td>
</tr>
</tbody>
</table>

The Tenderer hereby certified that the above mentioned are the only deviations from the "General Requirements of Specification".

Seal of the Company

Full Signature

Name

Designation

Date
SCHEDULE 'J'

Tender Specification No.: DVVNLI- .............

"DEVIATION FROM "GENERAL CONDITION OF CONTRACT FORM-B"

(All deviations from the "General Conditions of Contract Form-B" shall be filled in clause by clause in this schedule. Compliance with the specifications will be taken as granted if the deviations are not specifically mentioned in this schedule. In case there are no deviation(s) the "NIL" information should be furnished.)

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Page No.</th>
<th>Clause No. and stipulation DVVNLI's Specification</th>
<th>Deviation</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>2</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

The Tenderer hereby certified that the above mentioned are the only deviations from the "General Conditions of Contract Form-B".

Seal of the Company

Full Signature

Name

Designation

Date
SCHEDULE 'K'

Tender Specification No.: DVNL- ..............

SCHEDULE OF QUOTED GUARANTEED DELIVERY

(Guaranteed delivery period will be reckoned from the date of issue of letter of intend or date of signing of detailed order as the case may be)

(For transport by rail, the of R/R and for transport by road, the date of receipt of material at Purchaser's warehouse shall be considered as the date of delivery)

<table>
<thead>
<tr>
<th>Sl.No.</th>
<th>Item</th>
<th>Offered Qty.</th>
<th>Delivery period (In months starting completion with monthly rate)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>2</td>
<td>3</td>
<td>4</td>
</tr>
</tbody>
</table>

Seal of the Company

Full Signature

Name

Designation

Date
SCHEDULE 'L'

Tender Specification No.: DVVL- ..............

CERTIFICATE OF REASONABILITY OF RATES

From,

To,
Superintending Engineer (MM)
Dakshinanchal Vidyut Vitran Nigam Limited,
Urja Bhawan, 220 KV Sub-Station, Sikandra
Agra (U.P.)

Sir,

With reference to your invitation of tender I/We hereby certify that –

1- Our quoted rates are lowest, for the item mentioned, in comparison of all the rates quoted by us during last one year.

   OR/AND

2- Our quoted rates are -------% higher from our lowest rates during last one/three years the reasons of which are given in the enclosed annexure.

Yours faithfully,

Encls: As above.

Date: (Signature of tenderer in full)

Witness: Name & Signature)

Address: Name:

Occupation: Seal:
SCHEDULE 'M'

Tender Specification No.: DVVNLM/-MM/1523-2015, Page # 41

STATEMENT GIVING DETAILS OF PROPRIETOR/PARTNER/BR DIRECTOR/EXECUTIVE/PRESIDENT/SECRETARY OF TENDERING FIRM

Tender invited by : Superintending Engineer (MM), DVVNLM, Agra
Specification No. : ………………………………………..
Tender for (item) : ………………………………………..
Due for opening on : ………………………………………..

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Full Name</th>
<th>Designation</th>
<th>Full Address</th>
<th>Telephone No.</th>
<th>Full Specimen signature</th>
<th>Relationship with firm's proprietor</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>Permanent home address</td>
<td>Official</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>4 5 6 7 8</td>
<td></td>
</tr>
</tbody>
</table>

I. FOR PERSONS SIGNING TENDERS:

1. 
2. 
3. 

II. PROPRIETOR:

1. 
2. 
3. 

III. PARTNERS:

1. 
2. 
3. 

<table>
<thead>
<tr>
<th>1 2 3 4 5 6 7 8</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

IV. DIRECTORS:

1. 
2. 
3.
V. EXECUTIVES:
   1.
   2.
   3.

VI. PRESIDENT/SECRETARY (AS THE CASE MAY BE):
   1.
   2.

NOTE: In each case the person who has signed the tender documents must enclose the attested photocopies of power of attorney for signing the tender (To be marked as Schedule S)

Full Signature of Tenderer

Full Name of Tenderer

Designation

Address

Firm's Seal
SCHEDULE 'N'

Tender Specification No.: DVVNLM- .............

CERTIFICATE OF FINANCIAL CAPABILITY
(To be provided by nationalized Bank/Bank of repute)

From,

To,
Superintending Engineer (MM)
Dakshinanchal Vidyut Vitran Nigam Limited,
Urja Bhawan, 220 KV Sub-Station, Sikandra
Agra (U.P.)

Sir,

We hereby certify that the tenderer M/s. ..........................

.................................................. has the financial capability to execute the
order up to the value of Rs. ........... Lacs during the period of 3/6 months as per
their bank account with us.

Yours faithfully,

Dated: ............

Signature ........................................
Name ...........................................
Designation ....................................
Name of Bank .................................
Branch .........................................
City .............................................
State ...........................................
## SCHEDULE 'O'

Tender Specification No.: DVNL- .........

### SUMMARY

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Particulars</th>
<th>Schedule</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Earnest Money</td>
<td>'A'</td>
</tr>
<tr>
<td>2</td>
<td>Validity on stamp paper or not</td>
<td>'C'</td>
</tr>
<tr>
<td>3</td>
<td>Name of Manufacturer</td>
<td>'B'</td>
</tr>
<tr>
<td>4</td>
<td>Manufacturer/Accredited representative/Collaborator</td>
<td>'B'</td>
</tr>
<tr>
<td></td>
<td>(a) Registration Certificate of manufacturer enclosed or not</td>
<td></td>
</tr>
<tr>
<td></td>
<td>(b) Schedule 'D' on stamp paper enclosed or not</td>
<td>'D'</td>
</tr>
<tr>
<td>5</td>
<td>Operation Experience</td>
<td>'B'</td>
</tr>
<tr>
<td></td>
<td>(a) Qty. ordered</td>
<td></td>
</tr>
<tr>
<td></td>
<td>(b) Period of supply</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Manufacturing Experience</td>
<td>'B'</td>
</tr>
<tr>
<td></td>
<td>(a) Qty. manufactured</td>
<td></td>
</tr>
<tr>
<td></td>
<td>(b) Period</td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Details of Testing Facilities installed</td>
<td>'B'</td>
</tr>
<tr>
<td></td>
<td>(a) Routine Test</td>
<td></td>
</tr>
<tr>
<td></td>
<td>(b) Acceptance Test</td>
<td></td>
</tr>
<tr>
<td></td>
<td>(c) Type Test</td>
<td></td>
</tr>
<tr>
<td></td>
<td>(d) Place of Testing if Test Facility not installed</td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>Type Test Certificate submitted or not</td>
<td>'B'</td>
</tr>
<tr>
<td>9</td>
<td>Performance Experience</td>
<td>'E'</td>
</tr>
<tr>
<td></td>
<td>(a) Qty.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>(b) Period</td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>Guarantee</td>
<td>Form B/</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Tech. Spec.</td>
</tr>
<tr>
<td>11</td>
<td>Size of Manufacturing Facilities</td>
<td>'E'</td>
</tr>
<tr>
<td></td>
<td>(a) Total Space</td>
<td></td>
</tr>
<tr>
<td></td>
<td>(b) Constructed Area</td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>Name of Collaborator (Indian/Foreign)</td>
<td>'E'</td>
</tr>
<tr>
<td>13</td>
<td>Type of Firm</td>
<td>'E'</td>
</tr>
<tr>
<td>14</td>
<td>Authorised Capital of the company</td>
<td>'E'</td>
</tr>
<tr>
<td>15</td>
<td>Total Turnover of the firm during last five years</td>
<td>'E'</td>
</tr>
<tr>
<td>16</td>
<td>Actual production of Tender item during last five years</td>
<td>'E'</td>
</tr>
<tr>
<td>17</td>
<td>Manufacturing capacity per month of the quoted equipment</td>
<td>'E'</td>
</tr>
<tr>
<td>18</td>
<td>Whether agreed to deposit 1% security</td>
<td>'E'</td>
</tr>
<tr>
<td>19</td>
<td>Whether price are firm or variable</td>
<td>'E'</td>
</tr>
<tr>
<td>20</td>
<td>Whether Ex-works prices quoted or not</td>
<td>'E'</td>
</tr>
<tr>
<td>21</td>
<td>Whether Transit &amp; Insurance charges quoted or not</td>
<td>'E'</td>
</tr>
<tr>
<td>22</td>
<td>Whether insurance provided or not</td>
<td>'E'</td>
</tr>
<tr>
<td>23</td>
<td>Whether price are applicable for reduced quantities or not</td>
<td>'E'</td>
</tr>
<tr>
<td>24</td>
<td>Our terms of payment acceptable or not</td>
<td>'E'</td>
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</table>
| 25 | Sales Tax Registration | 'E'
|   | (a) UPST No. |   |
|   | (b) CST No. |   |
|   | (c) STCC of year |   |
| 26 | ITCC (year) | 'E'
| 27 | Agreed to supply or not if deviation are not acceptable to purchaser | 'E'
| 28 | (a) Sample submitted or not | 'E'
|   | (b) Sample acceptable or not |   |
| 29 | Rebate/D is count | 'E'
| 30 | Drawing & Literature enclosed or not | 'F'
| 31 | Deviation from Technical Specification | 'G'
| 32 | Deviation from instructions to tenderer | 'H'
| 33 | Deviation from General Requirement of Spec. | 'I'
| 34 | Deviation from General Conditions of Form 'B' | 'J'
| 35 | Whether quoted for full quantities | 'K'
| 36 | Delivery Period | 'K'
| 37 | Name of Proprietor/ Partners/ Managing Director/ President/ Secretary/ Chairman etc. | 'M'
| 38 | Name of authorised signatory | 'M'
| 39 | Authorization letter from owner enclosed or not | 'M'
| 40 | Additional documents enclosed |   |
| 41 | Documentary evidence of financial capability provided or not | 'N'
| 42 | Certificate of reasonability provided or not | 'L'

Seal of Company

Signature ........................................

Name ............................................

Designation .....................................

Date .............................................
SCHEDULE 'P_1'
Tender Specification No.: DVVNLM/ ......

SCHEDULE OF PRICES
(to be submitted in Bid Part-II)

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Particulars of item</th>
<th>Qty. offered Ex-works</th>
<th>Unit quoted prices (in Rs.)</th>
<th>Packing, forwarding &amp; transit- cum 30 days storage insurance charges</th>
<th>Total Unit prices for delivery F.O.R. destination (Rs.) (Excluding Taxes &amp; E.D.)</th>
<th>Are the ex-works prices variable without ceiling limit</th>
<th>Ruling date of basic price IEEMA/ MMTC SAIL /CACMAI</th>
<th>Taxes and Duties chargeable during currency of the contract</th>
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Note: Taxes & Duties must be mentioned clearly and specifically.

Seal of the Company
Full Signature
Name
Designation
Date

Note: If tenderer are asked to quote variable prices (As per 'Price' schedule) then only ex-works prices shall be variable in both plus and minus as per formula given in the specification. The component of packing, forwarding, freight, transit plus 30 days storage cover shall be "firm" in all respect during currency of contract.
SCHEDULE 'P2'

Tender Specification No.: DVVN- ............

FINANCIAL INCIDENCE OF DEVIATIONS FROM TECHNICAL SPECIFICATION

In case the tenderer is not agreed to the standard clause then the specification then they may indicate the amount by which the tender price will thereby be increased or decreased.

<table>
<thead>
<tr>
<th>Sl.No.</th>
<th>Page No.</th>
<th>Clause No. &amp; Stipulation of DVVN's Spec.</th>
<th>Deviation</th>
<th>Price incidence (increased/decreased)</th>
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Seal of the Company

Full Signature

Name

Designation

Date
**FORM 'B'

General Conditions for the supply of Plant and Machinery for Works pertaining to the Dakshinanchal Vidyut Viträn Nigam Limited, Agra**

1. In construction 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" shall mean the Dakshinanchal Vidyut Viträn Nigam Limited and shall include his successors and assigns.

   The "Contractor" shall mean the Tenderer whose tender shall be accepted by the purchaser and shall include such Tenderer's heirs, legal 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 representative, successors and assigns of such person.

   The "Engineer" shall mean the officer placing the order for work with the contractor and such other officers as may be duly authorised 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 authorised representative.

   "Plant" shall mean the plant and materials to be provided 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 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 Specification annexed to these "General conditions" and the schedule 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 Contract.

   "Month" shall mean calender month.

   "Writing" include any 'manuscript' typewritten or printed statement under or over signature or seal, as the case may be.

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

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

<table>
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<th>Definition of terms.</th>
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<td>Contractor to inform himself fully</td>
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<td>Contract Security</td>
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Purchaser either in cash or any other form approved by the Purchaser. 
The security deposit shall be refunded to the Contract on the delivery 
and check of the plant at the site of the work. 
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. 
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 drawing |
|---|---|
| 4. The Contractor shall submit, in duplicate, to the Engineer for his 
approval drawing of the General Arrangement of the plant to be 
provided and such detailed drawing, 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 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 ferrogallic prints mounted on cloth of the drawings as 
approved shall be supplied to him by the Contractor and be signed by 
him and the Contractor, respectively and be thereafter deemed to be the 
"Contract Drawing": 
These drawings when so signed shall become the property of the 
Purchaser and be deposited with the Engineer, and shall not be departed 
from any way whatsoever except by the written permission of the 
Engineer as hereinafter provided. 
In the event of the Contractor desiring and to process a signed 
set of drawing, 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 drawing other than shop drawing which may 
reasonably by required for the purpose of the Contractor and make a 
reasonable charge for such copies. 
The Engineer or his authorised representatives, whose name shall 
have previously been communicated in writing to the Contractor, shall 
have the right, at all reasonable times, to inspect, at factory of the 
Contractor, drawing of any portion of the plant. |

| Mistakes in drawing |
|---|---|
| 5. The Contractor shall be responsible for and shall pay for any 
alterations or the plant due to any discrepancies, errors or omissions in 
the drawings and other particulars, supplied by him, whether such 
drawing of particulars have been approved by the Engineer if not, 
provided that if such discrepancies, errors or omissions are due to 
inaccurate information of particulars furnished the Contractor by the 
Engineer any alternations in the plant necessitated by reason of such 
inaccurate information of particulars shall be paid for by the purchaser. 
If any dimensions figured upon the drawings or a plan differ 
from those obtained by scaling the drawing of plant, the dimensions as 
figured upon the drawing or plan shall be taken as correct. |

| Subletting of contract |
|---|---|
| 6. The Contractor shall not without consent in writing of the 
Engineer or Purchaser which shall not be unreasonably with held, 
assign or subject this Contract, or any substantial part thereof other 
then for raw materials, for minor details, or for any part of the plant, 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 

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brought against the Purchaser for infringement or alleged infringement or later patent, in respect of any machine, plant or things 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, or thing, the Contractor will indemnify the Purchaser against such claim or demand and all costs and expenses arising from or incurred by reason of such claim or demand provided that the Purchaser shall notify the Contractor immediately and 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 all the Contractor's own expense, to conduct all negotiation for the settlement of the same of any litigation that may arise there from and provided that no such machine, plant, or thing shall be used by the purchaser of any purpose or in any manner other than that or which they have been supplied by the Contractor and specified under this contract.

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.  

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

10. The cost of delivering the whole of the material F.O.R. at the Railway stations specified shall be borne by the Contractor.  

The import Licence fee for the import of equipment or component parts of raw materials, if required shall be paid by the Contractor even when the import Licence may have to be taken in the name of the Purchaser.

11. No alterations, amendments, omissions, additions, suspensions, or variations of the plant (hereinafter referred to as "Variation") under the Contract as shown by the contract drawings or the Specifications shall be made by the Contractor except as directed in writing by the Engineer but the Engineer shall have full power, subject to the provision 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 make such variations, 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 guarantee under the contract, he shall notify that 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 guarantee 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 t, or deducted from, the contract-price as the case may require. The amount of such deference, 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 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 even of the Engineer requiring any variations, such reasonable and proper notice shall be given to the Contractor as will enable him to make his arrangement accordingly, and in cases where

<table>
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<tr>
<th>Quality of material</th>
<th>Packing</th>
<th>Delivery and imported licence fee</th>
<th>Power to vary or omit work</th>
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<td>11.</td>
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goods or materials have already been prepared, or any design, drawings or patterns have been made or work done that required to be altered, the Engineer shall allow such compensation in respect there of 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 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 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.

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<th>12. If the Contractor shall neglect to manufacturer or supply the plant 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 manufacturer or supply, 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 any 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 if the Purchaser shall think fit, it shall be lawful for him to take the manufacturer or supply of plant wholly or in part out of the Contractor's hand and give it to another person on contract at the reasonable price 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 manufacture or supply of such plant as aforesaid.</th>
<th>Negligence</th>
</tr>
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<tr>
<td>13. If the Contractor shall die or commit any act of Bankruptcy, or being a corporation commence to be a wound up except for reconstruction purpose of carry on its business under a receiver, the executors, successors, or other representative in law of the estate of the Contractor of 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 reasonable steps to prevent stoppages of the manufacturer of plant, 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 plant, for the time being remaining unexecuted. In the event of stoppage of the manufacturer of the plant the 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 work had been taken out of the Contractor's hand under that clause.</td>
<td>Deaths, Bankruptcy etc.</td>
</tr>
<tr>
<td>14. The Engineer, and his duly authorised representative shall have at all reasonable times access to the Contractors premises and shall have the power at all reasonable time to inspect and examine the materials and workmanship of the plant during its manufacture there, and if part of the plant is being manufactured on other premises, the Contractor shall obtain for he Engineer and for his duly authorised representatives permission to inspect it as if the plant manufactured on the Contractor's premises.</td>
<td>Inspection &amp; testing</td>
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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 whatsoever; 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 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 of which the material is notified as being ready, failing which visit the Contractor may proceed with the test, which shall be deemed to have been made in Engineer's presence, and he shall forthwith forward to the Engineer due certified copies of the tests in duplicate.

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

If special tests other than those specified in the Contract are required they shall be paid for by the Purchaser as variations, under clause 1.1.

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

In all cases where the Contractor provides for test on the site, the Purchaser, except 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 by demanded efficiently to carry out such test of the plant or workmanship in accordance with the Contract. In the cases of Contractor requiring electricity for test on site such electricity shall be supplied to contractor in the most convenient form available.

15. The plant or material shall not be forwarded until shipping dispatch instructions shall have 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 accounts 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.

16. The manufacture and supply of plant shall carry out under the direction and to the reasonable satisfaction of the Engineer.

17. In respect of all matters which are left to the decision of Engineer, including the granting or with holing of certificates, the Engineer shall, if required so to do by the contractor, give in writing the decision thereon, and his reasons for such decision. If the decision
is not accepted by the Contractor, the matter shall, at the request of the Contractor, be referred to arbitration under provision of arbitration hereinafter contained, but subject to the right or reference to arbitration. Such decisions shall be final and binding on the contractor.

| 18. | The Contractor shall be responsible for loss, damage of depreciation to goods upto the delivery at site. |
| Liability for accidents and damage |

| 19. | If during the progress of manufacture or supply of plant, the Engineer decide and notify in writing to the Contractor that the Contractor manufactured any plant or part of unsound or imperfect, or has supplied and plant inferior in quality to that specified, the contractor on receiving the details of such defects of deficiency shall, at his own expenses, within such time as may be reasonably necessary for the purpose proceed to alter, reconstruct or remove such plant or part of plant, supply fresh material upto the standard of specification and in case the Contractor shall fail to do so the Purchaser may, or giving the Contractor seven day's notice in writing of his intention, so to do proceed to alter, reconstruct or remove such plant or part of plant of supply of such materials at the Contractor's cost provided that nothing in this clause shall be deemed to deprive the purchaser of or affect any right under the contract which he may otherwise have in respect of such defects or deficiencies. |
| Replacement of defective plant or material deduction |

| 20. | All costs, damages or expenses, which the Purchaser may have paid, for which under the contract, the Contractor is liable, may be deducted by the Purchaser from any moneys due or which may become due by him to the Contractor under this 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. |
| From contract price |

| 21. (1) | Subject to any deduction which the Purchaser may be authorised to make under the contract, or subject to any addition or deduction provided for under clauses 11, the Contractor shall, on the certificate of the Engineer be entitled to payment as follows: |
| Terms of payment |

(a) Ninety percent of the FOR contract value of the plant alongwith 100% sales tax and Excise duty as applicable on finished material/equipment shall be made through bank, intimated by the Purchaser in Rs. or 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 advice note has actually been that the plant detailed in the said dispatched under the said railway receipt and that the Contract value of the said plant so dispatched is not less than the amount entered in the invoice.

(b) Ten percent of the FOR contract value on presentation of the contractor's invoice when each commercially useable section of the plant is complete and the last portion of such section has been dispatched and the whole material has been delivered at the place fixed for delivery and checked at the site of the work, within one month or such delivery, whichever is earlier.

Provided that each of the payments under this clause shall be due on the last of the month in which the invoice for the amount due together with the necessary documents is received by the purchaser, provided also that the Purchaser shall not be bounded to make any payment under sub-clause (a) unless the amount of such payment.
represent at least 8 percent of the total contract value of the plant.

(2) If at the time at which the last installment becomes payable there are minor defects in the plant which are to of such importance as to affect the full commercial use of the plant, then the Purchaser shall be entitled to retain such part of the installments as represents the cost of making good such minor defects, and any sum so retained shall, subject to the provisions of clause 30, become due upon such minor defects being made good.

(3) If the Purchaser desires that the plant or any portion 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 risk. For such storage the Purchaser shall pay the Contractor at a rate to be mutually agreed upon between the parties, but no exceeding 5s (five shillings) per ton per week payable quarterly plus interest at 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 become due and is ready for shipment up to the date on which it is actually shipped.

22. In any case where the contract price includes a provisional sum to be provided by the contractor for meeting the expenses of extra work or work to be done or materials to be supplied by the 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 there of be used, then the whole or the part 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 sum paid to the sub-contractor on account of such materials or works and a sum equal to 10% 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 regards to such works or articles unless he shall have previously approved the sub-contractor and or the material or plant to be supplied.

23(1) Every application to Engineer for a certificate must be accompanied by a detailed invoice (in duplicate) setting fourth in the order of the Schedule of price, particulars of the plant supplied and the certificates as to such plant as is the reasonable opinion of the Engineer, in accordance with the Contract shall be issued within fourteen days of the application for the same.

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

24. No certificate of Engineer on account nor any sum paid on account by the Purchaser, nor any extension of time granted under clause 26 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 plant manufactured or supplied, and no certificate of the Engineer shall create liability on the Purchaser to pay for any alteration, 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, as contained or certified or not or of any sum against the payment of which he is bound to indemnify the Purchaser, nor shall any such certificates nor the acceptance by him of any sum, paid on account of otherwise affect or prejudice the rights of the Contractor against the Purchaser, either under this agreement or under the law.

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

26. The time given to the Contractor for dispatch or delivery 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, accidents defective materials, delays in approval of drawings or any cause whatsoever beyond the reasonable control of the Contractor, and whether such delays or impediment shall occur before or after the time or extended time, for dispatch or delivery, a reasonable extension of time shall be granted.

27. If the Contractor shall fail in the due performance of his Contract within the time fixed by the Contractor any extension thereof, the Contractor agrees to accept the 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 and extended time, as the case may be and the actual time of acceptance under clause 29, and such reduction shall be full satisfaction of the Contractor's liability for delay but shall not in any case exceed 10% of the Contract value of such portion of the plant.

28. If the completed plant of any portion thereof, before it is taken over under clause 29, be found to be defective or fails to fulfill the requirement of the contract, the Engineer shall give the Contractor notice setting forth particulars of such defects or failure, and the Contractor shall forth with make the defective plant good, or alter the same to make it comply with the requirements of Contract. If the Contractor fails to do so within a reasonable time, the Purchaser may reject and replace, at the cost of contractor, the whole or any portion of the plant as the case may be, which is defective or fails to fulfill the requirement of the Contract, such replacement shall be carried out by the Purchaser within a reasonable time, and at a reasonable price and where possible to 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 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 be liable only to repay of the purchaser all moneys paid by the Purchaser to him in respect of such plant.

   In the event of such rejection the Purchaser shall be entitled to use of the plant in a reasonable and proper manner for a time reasonably of 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.

29. Where the specification calls for performance test before shipment and these have been successfully carried out, the plant shall be accepted and taken over and the Engineer shall notify the Contractor to that effect. When the specification calls for tests on site the plant shall be taken over immediately after such tests have been satisfactorily carried out and the Engineer shall notify the contractor to that effect.

Such notification shall not be unreasonably withheld, nor shall the Engineer delay giving such notification on account of minor omissions which does not necessarily delay shipment nor affect the commercial use of plant without any serious risk. PROVIDED ALWAYS that the Contractor undertakes to make good such omissions and defects at the earliest possible moment.

30. For a period of 12 (twelve) or calendar months commencing immediately upon the setting to work of the plant or on 18 months from the date of receipt of equipment by the purchaser at site whichever is earlier called the "Maintenance Period", the Contractor shall remain liable to replace any defective parts that may develop in plants of his manufacture or those office of his sub-contractors approved under clause 6, under conditions provided for by the Contractor under proper use and arising, solely from faulty design, materials or workmanship, PROVIDED ALWAYS the such defective parts as are not repairable at site and are not essential in the meantime to the maintenance in commercial use of the plant are promptly returned to the Contractors' work at the expense of the Contractor unless otherwise arranged.

If it becomes necessary for the contractor to replace or renew any defective part of the plant under this clause, the provisions of the first paragraph of his 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 of renewal or until the end of the above mentioned period of 12 months, whichever may be later.

If any defect be not remedied with 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. The Contractor shall bear reasonable cost of minor repair carried out on his behalf at site.

At the end of maintenance period, the contractor's liabilities shall cease. In respect of goods not covered by 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.

31. If any dispute, difference of controversy shall at any time arise between the contractor on the one hand and the DVVN and the Engineer of the contract or the other hand the contract, or as to the true construction, meaning and intent or any part of condition of, or payment for the same, or as to the true intent, meaning interpretation, construction of 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 of thing, whatsoever connected with or arising out of the contract, and whether before or during the progress or after the completion of the contract, such question
difference or dispute shall be referred for adjudication to the M.D.,
DVVNL, Agra 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 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 awards respectively shall be in the discretion of the
arbitrator, who shall be competent to determine the amount thereof or
direct the same to betaxed as between solicitor and client or as between
Parties and to direct by whom and to whom manner the same shall be
borne and paid.

Work under the contract shall, if reasonable possible, continue
during the arbitration proceedings and no payments due to payable by
the Corporation shall be with held on account of such proceedings. In
case of refusal/neglect by such nominee, M.D., DVVNL may nominate
another person in his place.

Any action taken or proceedings initiated on any of the terms of
this agreement shall be only in the court of competent jurisdiction
under the High Court of Judicature, Allahabad.

| 32. The Contractor shall in all respect be construed and operate as a
Contract as defined in the Indian Contract Act, 1872, and all payments
thereunder shall be made in rupees unless otherwise specified. | Construction
of contract |
| 33. The marginal note to any clause of this Contract shall not affect
or control the construction of such clause. | Marginal
notes |
FORM OF AGREEMENT
(REFERRED TO IN CLAUSE 3)

THIS AGREEMENT made on day of 200 BETWEEN hereinafter referred to as "The Contractor" of the one part and Dakshinanchal Vidyut Vitrans Limited, Agra hereinafter called as "Purchaser" of the other part.

WHEREAS the Purchaser is about to erect and maintain the .................. (Hereinafter called the "the work") and for the purpose requires the plants and machinery mentioned and specified in certain General Conditions; Schedule, Drawing, Form of Tender, Covering Letter and Schedule of Prices which, for the purpose of identification, has been signed by ..........................................................

.......................................................... on behalf of the Contractor and (the Engineer of the Purchaser) on behalf of the Purchaser all of which are deemed to form part of this Contract as through as separately set out herein and are included in the expression 'Contract whenever herein used.

AND WHEREAS the Purchaser accepted the Tender of the Contract for the supply and delivery of the said Plant and Machinery for the sum of Rs. ......................... upon the terms and subject to the conditions hereinafter mentioned.

NOW THESE PRESENT WITNESS and the parties hereto hereby agree and declare as follows, that is to say, in consideration of the payments to be made to the Contractor by the Purchaser as hereinafter mentioned 'the Contractor' shall and will duly provide the said Plant and Machinery for the said works on the terms and conditions mentioned in the Contract.

AND in consideration of the due provisions of the said Plant and Machinery by Contract and due performance of his part of the Contract, the Purchaser that he, the Purchaser, his successor or assigns will pay to the Contractor the said sum of Rs. ......................... or such other sums as may become payable to the Contractor under provisions of this Contract, and such payments to be made at such time and in such manner as is provided by this Contract.

IN WITNESS WHEREOF the parties, hereto have signed this Deed hereunder on the dates respectively mentioned against the signature of each.

Signed
(for and behalf of the Purchaser)
by (Date)
in the presence of
and of

Signed
Contractor
(Date)
in the presence of
and of
FORM OF GUARANTEE BOND FOR 1% SECURITY
(To be used approved Scheduled Bank)

1. In consideration of the Dakshinanchal Vidyut Vitran Nigam Limited, Agra (hereinafter called "the Corporation") having agreed to exempt ........................................ (hereinafter called "the contractors") from the demand under the terms and conditions of an Agreement dated ................................ made between ................................................ and ................................................ for thereinafter called "the said agreement") of the security deposit for the due fulfillment by the said contractor(s) of the terms and conditions in the said agreement, on production of a Bank Guarantee for Rs. ................................ (Rupees ................................ only) we ........................................................... Bank Ltd., (hereinafter referred to as "the Bank") do hereby undertake to pay to the Corporation an amount not exceeding Rs. ................................ against any loss or damage caused to or suffered or would be caused to or suffered by the corporation by the reason of any breach by said Contractor(s) of any of the terms and conditions contained in the said agreement.

2. We ........................................................ Bank Ltd., do hereby undertake to pay the amount due and payable under this guarantee without any demur, merely on demand from the Corporation stating that the amount claimed is due by way of loss or damage caused or would be caused to or suffered by the Corporation by reason of any breach by the said Contractor of any of the terms and conditions contained in the said Agreement or by reason of the Contractor failure to perform the said agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding to Rs. ...................................................

3. We ........................................................ Bank Ltd., further agree that the guarantee herein contained shall remain in full force, effect during the period that would be taken for the performance of the said agreement, and that it shall continue to be enforceable till all the dues of the corporation under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the Corporation or their only Authorised Officer certified that the terms and conditions of the said agreement have been full and properly carried out by the said contractor(s) and accordingly discharges the Guarantee.

4. We, ........................................ Bank Ltd., further agree with the Corporation shall have the fullest liberty without our consent and without effecting any manner of obligations hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Corporation the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, on extension, or extension being granted to the said contractors(s) or for and for bearance act or commission on the part of the Corporation or any indulgence by the Corporation to the said contractor(s) or by any such matter or thing whatsoever which, under the law relating to sureties, would but for this provision have effect or so relating us.

5. We, ........................................ Bank Ltd., lastly undertake not revoke this guarantee during its currency except with the previous consent of the Corporation in writing.
6. Not withstanding anything contained above, the liability of the guarantee hereunder is restricted to the said sum of Rs. .................... and this guarantee shall expire on the ........................ day of ........................ 200...... unless a claim under the guarantee is filed with the guarantee or within 6 months of such date, all claims shall lapse and the guarantor shall be discharged from the guarantee.

7. We, ........................................ (Name of Bank) lastly undertake to pay to the Corporation any money so demanded not withstanding any dispute or disputes raised by the contractor(s)/supplier(s) is any suit or proceeding, pending before any court or Tribunal relating to arbitration there to or liability under this present being absolute and un-equivocal. The payment so made by us under this Bond shall be valid discharge or out liability for payment there under and the contractor(s)/supplier(s) shall no claim against us for making such payment.

Date ................ days of ................ 20............... for ........................................ Bank Ltd.
FORM OF BANK GUARANTEE

(For depositing Earnest money in case the amount of for deposit exceeds Rs. 5,000/- Bank guarantee should be on a non-judicial Stamp Paper of Rs. 100/- as per present Act and should be checked by the Tenderer at the time of issuing to the bank guarantee for any charge in the stamp value)

To,

Superintending Engineer (MM)
Dakshinanchal Vidyut Vitran Nigam Limited,
Urja Bhawan, 220 KV Sub-Station, Sikandra
Agra.

Sir,

WHEREAS, M/s. ................................................................. a company incorporated under the Indian Companies Act, its registered office at ................................................................./a firm registered under the Indian Partnership Act and having its business office at ................................................................. son of .................................................. resident of ................................................................. carrying on business under the firm's name and style of M/s. ................................................................. at ................................................................. Shri ................................................................. son of ................................................................. resident of ................................................................. Shri ................................................................. son of ................................................................. resident of ................................................................. partners carrying on business under the firm's name and style of M/s. ................................................................. at ................................................................. which is unregistered partnership (hereinafter "the Tenderer") has/have in response to your Tender Notice ................................................................. against Specification Number ................................................................. for ................................................................. offered to supply and/or execute the works as contained in The Tenderer's Letter No. .................................................................

AND WHEREAS the Tenderer is required to furnish you a Bank Guarantee for the sum of Rs. ................................................................. as Earnest Money against the Tenderer's offer as aforesaid.

AND WHEREAS we ................................................................. (Name of the Bank), have at the request of the Tenderer agree to give you Guarantee as hereinafter contained:

NEW THEREFORE, in consideration of the promise we, the undersigned, hereby covenant that the aforesaid Tender of the Tenderer shall remain open for acceptance by you during the period of validity as mentioned in the Tender or any extension therefore as you and the Tenderer may subsequently agree and if the Tenderer shall for any reason back out, whether expressly or impliedly, from his said Tender during the period of its validity or any extension there of as aforesaid, we hereby Guarantee to you the payment of the sum of Rs. ................................................................. on demand, not withstanding the existence of any dispute between the DAKSHINANCHAL Vidyut Vitran Nigam Limited and the Tenderer in this regard AND we hereby further agree as follows:

(a) That you may without affecting this guarantee grant time or other indulgence to or negotiate further with the Tenderer in regard to the conditions contained in the said Tender and hereby modify these conditions or add there conditions or add thereto any further conditions as may be mutually agreed upon between you and Tenderer.
(b) That the Guarantee herein before contained shall not be affected by any charge in the constitution of our Bank or in the constitution of the Tenderer.

(c) That any account settled between you and the Tenderer shall be conclusive evidence against us of the amount due hereunder and shall not be questioned by us.

(d) That this Guarantee commences from the date hereof and shall remain in force till the Tenderer, if his Tender is accepted by you furnishes the security as required under the said Specifications and executes a formal Agreement as therein provided or till four months after the period of validity or the extended period of validity, as the case may be, of the Tender whichever is earlier.

(e) Notwithstanding any thing contained above the liability of the Guarantor hereunder is registered to the said sum of Rs. ...................... .............................. and this Guarantee shall expire on the day of .............................. 200..... unless a claim under the Guarantee is filed with the Guarantee within six months of such date all claims shall lapse and the Guarantor shall be discharged from the Guarantee.

(f) That the expressions "the Tenderer" and "the Bank", the Dakshinanchal Vidyut Vitran Nigam Limited herein used shall, unless such interpretation is repugnant to the subject or context, include their respective successors and assigns.

Yours faithfully,

Note: The bank guarantee should be exactly in this proforma without making any change or deletion.
TECHNICAL SPECIFICATION FOR G.I. Stay Wire (7/3.15mm) 7/10 SWG

1. **SCOPE:**
   This specification covers the manufacture, testing before dispatch supply and delivery of galvanized stranded steel wire for use in power distribution system.

2. **STANDARDS:**
   The GI/GSS wires shall comply with the following Indian Standards with their latest amendments unless otherwise modified in these specifications.

3. **STRANDED WIRE:**
   Latest version of IS:2141

4. **MATERIAL:**
   4.1 The wire shall be drawn from steel made by the open hearth basis oxygen or electric furnace process and of such quality that when drawn to the size of wire specified & coated with Zinc, the finished strand and the individual wires shall be of uniform quality and have the properties and characteristics as specified in latest version of IS:2141. The wires shall not contain Sulphur and Phosphorus exceeding 0.060 percent each.
   4.2 The wire shall be circular and free from scale irregularities imperfections, flaws, splits and other defects. The Zinc coating shall be smooth, even and bright.
   4.3 Joints shall be permitted in the individual wires during stranding but these stranding joints shall not be less than 15 meters a part in the finished strands.

5. **CONSTRUCTIONS:**
   5.1 The wires shall be of Grade-'A' having minimum tensile strength of 70Kgf/mm².
   5.2 The constructional details shall be as specified in Table-'B' below. The galvanised stay strand shall be of 7 (seven) wires and the wires shall be so stranded together that when an evenly distributed pull is applied at the ends of the completed strand each wire will take an equal share of the pull. The outer wire of strands shall have a right hand lay.

<table>
<thead>
<tr>
<th>No.of wires</th>
<th>Single wire</th>
<th>Stranded wire</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Diameter</td>
<td>Tolerance</td>
</tr>
<tr>
<td></td>
<td>(mm)</td>
<td>(%)</td>
</tr>
<tr>
<td>7</td>
<td>3.15</td>
<td>± 2.5</td>
</tr>
</tbody>
</table>

**TABLE – 'B'**
6. **SAMPLING CRITERIA:**
Sampling criteria shall be in accordance with latest version of IS:2141.

7. **TESTS:**

7.1 **TESTS ON WIRE BEFORE MANUFACTURE:**
The wires shall be subject to the following tests in accordance with latest version of IS:2141:
(i) Ductility Test.
(ii) Tolerance on wire diameter.

7.2 **TESTS ON COMPLETED STRAND:**
The completed strands shall be tested for the following tests in accordance with latest version of IS:2141.
(i) Tensile and elongation test. The percentage elongation of the stranded wire shall not be less than 6%.
(ii) Chemical analysis.
(iii) Galvanising tests: The Zinc coating shall conform to 'Heavy coating' as laid down in latest version of IS:4826.

8. **GENERAL:**

8.1 **WEIGHT OF COIL/REEL:**
The GI/GSS wire shall be supplied in 50-70 Kgs. coils.

8.2 **MARKING:**
Each coil shall provided with a metallic tag fixed firmly on the inner part of the coil bearing the following informations:—
a. Manufacturer's name or trademark
b. Lot number and coil number
c. Size
d. Constructions*
e. Tensile designation*/grade (Annealed or Hard)**
f. Lay*
g. Coating
h. Length
i. Weight
j. ISI certification mark if any
k. Identification mark (PROPERTY OF DVVNL)
   * Applicable for stranded wire only.
   ** Applicable for solid wire only.

8.3 **PACKING:**
GI/GSS wire shall be supplied in bare coils. Each coils of wire shall suitably be bound and fastened compactly for safe rail/road transport.

8.4 **PRICES:**
The prices shall be quoted firm.

8.5 **GUARANTEED TECHNICAL PARTICULARS:**
Guaranteed Technical Particulars shall be as per Annexure enclosed.

*****
GUARANTEED TECHNICAL PARTICULARS OF G.I. Stay Wire (7/3.15mm)  
7/10 SWG

<table>
<thead>
<tr>
<th></th>
<th>Size of wire</th>
</tr>
</thead>
<tbody>
<tr>
<td>7/3.15mm</td>
<td></td>
</tr>
</tbody>
</table>

1 **Maker's name and address:**
   a Steel wires rods
   b Zinc
   c Complete GI Solid wire

2 **Name of Manufacturer/Principal Supplier**

3 **Single wire before stranding:**
   a Diameter in mm
   b Tolerance in diameter (%)
   c Maximum breaking load in KN

4 **Chemical composition maximum % of Sulphur and Phosphorus (%)**

5 **Stay Stranded wire:**
   a Length of lay in mm:
      i) Minimum
      ii) Maximum
   b Minimum elongation in 100 mm (%)
   c Overall diameter of stranded wire in mm
   d Sectional area of stranded wire in mm$^2$
   e Tensile strength of stranded wire in Kgf/mm$^2$
   f Minimum breaking load (KN)

6 **Coating Tests:**
   a Type of Zinc coating
   b Weight of coating in g/m$^2$
   c Number of dips:
      i) 1 Min.
      ii) ½ Min.

7 **Length of wire in each coil in meter**
   a Length of wire in each coil in meter
   b Tolerance (%)

8 **Weight of each coil in Kg.**

9 **Weight of wire in Kg/Km**
   a Weight of wire in Kg/Km
   b Tolerance (%)

10 Standards according to which the solid wire shall be manufactured and tested.

11 Details of packing

12 Details of marking

*****
PRICES

Before filing the schedule of prices in Schedule 'P' the tenderers are required to refer to terms and conditions given hereinafter:

1.01 The tenderers are to quote **FIRM** prices of the material in rupees F.O.R. destination railway station rate including transit insurance plus 30 days thereafter with packing forwarding and freight are to be given separately. Breakup of F.O.R. price into ex-works and packing charges and freight, forwarding and insurance required in the schedule should be given. The prevailing rate excise duty and central/state sales tax on the finished product must be clearly stated.

1.02 The tenderers shall quote prices exclusive of excise duty in case the same are quoted inclusive of excise duty the element of excise duty included should be specified clearly.

1.03 No variation on account of variation in transport charges or raw material from Supplier/Works/Depots to supplier works or price of other materials required in the manufacture, or taxes and duties on intermediate products or railway freight or packing and forwarding charges or wages exhalation and other incidents if any, shall be entertained. Tenderers stipulating variation on any of the above ground or any such sort of stipulation may be summarily rejected.

*****
QUANTITY, EARNEST MONEY & DESIRED DELIVERY SCHEDULE

1.01 The part-I of tender bid shall contain the Earnest Money.

1.02 The Bidders must be manufacturer of tendered item otherwise their offer will not be considered.

1.03 The tenderers must submit offer for minimum 20% of tendered quantity and submit earnest money proportionately otherwise their offer will not be accepted. The Earnest Money for the full tendered quantity shall be as under:-

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Item</th>
<th>Quantity (MT)</th>
<th>Amount (In Rs.)</th>
<th>Desired Delivery Schedule for full tendered quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>GI Stay Wire (7/3.15 mm)</td>
<td>200.00</td>
<td>66000.00</td>
<td>Completion within four months from issue of LOI/PO on monthly pro-rata basis.</td>
</tr>
</tbody>
</table>

The details must be given in the tender Bid-I (Earnest Money) clearly regarding quantities offered and earnest money being furnished.

1.04 The validity of Bank Guarantee towards Earnest Money shall in any case, not be less than the period of 270 days from the date of Opening of tender with a claim period of six months thereafter, as per Clause ‘d’ and ‘e’ Bank Guarantee Performa enclosed otherwise tender shall be treated as without valid Earnest Money.

If may be noted that if Earnest Money offered is not valid as per provision, Tender Bid Part-II shall not be opened.