

## UJVN LIMITED

(A Govt. of Uttarakhand Enterprise)



### TENDER DOCUMENT

1	Officer Inviting Tender	EXECUTIVE ENGINEER PROJECT CIVIL MAINTENANCE, DHALIPUR, DISTT.- DEHRADUN -248142
2	Name of the Work	<b>Supply of Toner Cartridges to the Office of the Dy.GM (CM), Dy. CAO and E E (PCM), Dhalipur</b>
3	Completion Time of the Work	3 Months
4	Tender No	26/EE/PCM/Dhalipur/2025-26
5	Estimated cost of the Work	<b>Rs. 2,57,080.00 (Rs Two Lac Fifty Seven Thousand Eighty)Only (GST extra as applicable)</b>
6	Cost of Tender Document	<b>Rs. 295/- (including GST)</b> Transaction charges extra as applicable
7	Earnest Money	Rs 6,500 /- in favour of "Executive Engineer PCM UJVNL Dhalipur, Dehradun"
8	Last date of downloading of Tender	<b>17:00 hrs of 02.10.2025</b>
9	Last Date of Submission of Tender	<b>15:00 hrs of 03.10.2025</b>
10	Date of Opening of Tender	<b>15:00 hrs of 04.10.2025</b>
11	Name of Contractor/Firm Submitting the Tender with Address	

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## **SECTION-I**

- NOTICE INVITING TENDER
  - PRESS NOTICE

**NOTICE INVITING TENDER**

**Tenders** are invited for & on behalf of the UJVN Ltd ("the Employer") from the interested bidders in Single Stage two bid systems i.e "Techno-commercial Bid and Financial/Price Bid" for the work "**Supply of Toner Cartridges to the Office of the Dy.GM (CM), Dy. CAO and E E (PCM), Dhalipur**"

**1. Completion Time**

The entire Works under the Contract shall have to be completed in all respects within **3 Months** from the date of start of work/procurement.

**2. Availability of Tender Document**

The Tender documents may only be downloaded online from "[www.ujvn.com](http://www.ujvn.com)". Tender Documents are available online on "[www.ujvn.com](http://www.ujvn.com)" from **17:00 hrs of 10.09.2025 upto 17:00 hrs of 02.10.2025**

**3. Submission of Tenders**

**Only Sealed** Tenders super scribed "**Supply of Toner Cartridges to the Office of the Dy.GM (CM), Dy. CAO and E E (PCM), Dhalipur**" shall be submitted in two separate sealed envelopes.

**Part I:** Techno-Commercial Bid along with EMD/Tender Security and cost of Tender for downloaded tenders and shall comprise of all documents detailed in clause 10 of instructions to tenderer (ITT) in section –II .

**Part II: Price Bid**

The Tender document must reach in the following Offices by **03.10.2025 up to 15:00 hrs.**

1. Office of the Executive Engineer, Project Civil Maintenance Dhalipur, Dehradun

If the due date of receipt of Tenders as aforesaid is declared holiday/strike/ bundh/ on any account, Tenders would be received on the next working day up to stipulated time.

Tenders received late on account of any reason whatsoever and telegraphic/fax Tenders & incomplete Tenders will not be entertained.

**4. EARNEST MONEY DEPOSIT**

**Part I:** Techno-Commercial Bid of the tender must be accompanied with Earnest Money **Rs 6,500 /-** valid up to **Six months** from the date of opening of tender, failing of which, tender shall not be considered. Earnest Money shall be deposited by the Bidder in form of FDR/CDR/TDR issued from any branch of nationalised bank/ scheduled bank & duly pledged in favor of "**Executive Engineer PCM UJVNL Dhalipur, Dehradun**".

NO FIRM SHALL BE EXEMPTED FROM DEPOSITING EARNEST MONEY ON ANY GROUND WHATSOEVER UNTIL SPECIFIED IN TENDER DOCUMENT.

**6. Opening of Tender**

Techno-Commercial Bid will be opened by the E.E, P.C.M. Dhalipur or his authorized representative on **04.10.2025 at 15:00 hrs** in the presence of authorized representative(s) of the Tenderers who choose to remain present.

**7. Tender Validity Period**

Tender shall be valid for a period of 120 days from the date of submission of Tender.

**8. Cost of Tender Document**

The cost of Tender document is **Rs. 295/-** only (including GST) which is non-refundable and the payment against the cost of Tender document will be in the form of bank draft issued from a scheduled bank drawn in favor of '**UJVNL, P.N.B A/c No 0639002100009390** ' payable at **Dhakrani District Dehradun** accompanied with Part I : Techno-Commercial Bid of Tenders. In case issuing bank is other than PNB, transaction charge shall be borne by the bidder and value of DD shall be inclusive of such transaction charges.

**9. Whom to Contact**

For any further information on the Tender, the Bidder may contact **to the officer inviting tender (OIT), UJVN Ltd, Office Address :-**

**Executive Engineer (PCM), UJVNL, Dhalipur, Dehradun Ph No. – (Office): +91 94565 90204**

10. The undersigned shall have the right to reject all or any of the Tenders without assigning any reason and shall not be bound to accept the lowest or any other Tender or to give any reason for such decision.

11. Tenders for part of work shall not be accepted.

12. UJVN Ltd has no responsibility regarding failure of communication/ internet problem and consequent upon problems encountered by bidders

For & On behalf of UJVN Ltd


Sd/-

Designation of OIT with Address

EXECUTIVE ENGINEER

PROJECT CIVIL MAINTENANCE, DHALIPUR, DISTT.- DEHRADUN -248142

**NOTICE INVITING TENDER**  
(For publishing in News papers only)

 <p style="text-align: center;"><b>UJVN Limited</b> (An Uttarakhand Govt. Enterprise) H.O. "UJJWAL" Maharani Bagh, GMS Road, Dehradun.-248006 Telephone-0135-2763508, 2763808 Fax 0135-2763507</p>	
<b>NOTICE INVITING TENDER</b>	
Office of the Executive Engineer PCM Dhalipur, Dehradun invites sealed tenders from interested parties. Brief summary of the tender is given below:	
<b>Tender No</b>	<b>Name of work</b>
25/EE/PCM/Dhalipur/ 2025-26	Supply of Stationary items for Project Civil Maintenance office Dhalipur Dehradun.
26/EE/PCM/Dhalipur/ 2025-26	Supply of Toner Cartridges to the Office of the Dy.GM (CM), Dy. CAO and E E (PCM), Dhalipur.
<b>Estimated value of Tender:</b>	Rs 2,08,130.00, and Rs. 2,57,080.00 respectively (GST extra)
<b>Date &amp; Time of availability of bid document on website</b>	: 10.09.2025 at 17:00 Hrs
<b>Last Date &amp; Time for submission of tender</b>	: 03.10.2025 up to 15:00 Hrs
For fuller and further details, kindly visit our website. The tender documents can be downloaded from the Nigam's website <a href="http://www.ujvn.com">www.ujvn.com</a> .	
Executive Engineer PCM-Dhalipur, Dehradun	
<b>"Avoid wasteful use of Electricity"</b>	

 <p style="text-align: center;"><b>यूजेवीएन लिमिटेड</b> (उत्तराखण्ड सरकार का उपक्रम) मुख्यालय "उज्जवल" महारानी बाग, जी० एम० एस० रोड देहरादून-248006 दूरभाष: 0135-2763508, 2523100</p>	
<b>निविदा आमन्त्रण सूचना</b>	
कार्यालय अधिशासी अभियन्ता, परियोजना जानपद अनुरक्षण-ढालीपुर, द्वारा इच्छुक निविदादाताओं से मोहरबन्द निविदा आमन्त्रित की जाती हैं। निविदा का संक्षिप्त विवरण निम्नवत है:-	
<b>निविदा संख्या</b>	<b>कार्य का नाम</b>
25/EE/PCM/Dhalipur/ 2025-26	कार्यालय परियोजना जानपद अनुरक्षण ढालीपुर हेतु स्टेशनरी आइटम की आपूर्ति का कार्य।
26/EE/PCM/Dhalipur/ 2025-26	कार्यालय उपमहाप्रबन्धक (जानपद अनुरक्षण), उपमुख्य लेखाधिकारी एवं अधिशासी अभियन्ता (प.जा.अ.) ढालीपुर हेतु Toner Cartridges की आपूर्ति का कार्य।
<b>अनुमानित लागत कमश:</b>	Rs 2,08,130.00, एवं Rs. 2,57,080.00 (GST अतिरिक्त)
<b>बैब साईट पर निविदा की उपलब्धता की तिथि एवं समय</b>	: 10.09.2025 को 17:00 बजे से
<b>निविदा जमा करने की अन्तिम तिथि एवं समय</b>	: 03.10.2025 को 15:00 बजे तक
अन्य जानकारी हेतु कृपया हमारी वेबसाईट देखें। निविदा प्रपत्र निगम की वेबसाईट <a href="http://www.ujvn.com">www.ujvn.com</a> से डाउनलोड किये जा सकते हैं।	
अधिशासी अभियन्ता परियोजना जानपद अनुरक्षण, ढालीपुर	
<b>"बिजली का बरबादी पूर्ण उपयोग न करें"</b>	

## **Section-II**

### **Instructions to Bidder (ITB)**

**Section-II**

**Instructions to Bidder (ITB)**

**A. General**

**1. Scope of Tender**

- 1.1** The UJVN LTD. hereinafter referred to as Employer invites Tenders for the work as mentioned in Notice Inviting Tender "SECTION-I" and referred to as "the Works".
- 1.2** The successful Bidder will be required to complete the Works in the period as mentioned in Notice Inviting Tender "SECTION-I" for Completion specified in the Schedule-B in accordance with Conditions of Contract.
- 1.3** Throughout these documents, the terms "Tender" and "Bid" and their derivatives (Tenderer /Bidder, Tender/Bid, Tendering/bidding, etc.) are synonymous. (a bidder may be a individual person, Private Entity or a Government owned entity, a firm or a company fulfilling the Pre-Qualification Criteria.)

**2. Eligible Bidder**

- 2.1** The tenders are limited to those firms, companies, Tenderers, who meet minimum qualification requirements as stipulated in the sub-clause 3 of this Section.
- 2.2** Tenderers shall provide such evidence of their continued eligibility to the Employer as the latter shall reasonably request. Tenderers should not be under a declaration of ineligibility for corrupt and fraudulent practices by the Employer, any Government institution or Public Sector Undertaking in India in accordance with Sub-clause 31.

**3. Qualification of the Bidder**

- 3.1** All Tenderes shall include the following information and documents with their Tenders in Qualification Information unless otherwise stated in the ITT:

(a) Copies of original documents defining the constitution or legal status, place of registration, and principal place of business; Council of Architecture Registration Certificate, written power of attorney of the signatory of the Tender to commit the Tenderer ( This is in the case of a registered firm or company)

(b) Information regarding any litigation or arbitration during the last three years in which the Tenderer is involved, the parties concerned, the disputed amount, and the matter;

- 3.1.1.** (a) Each Bidder must produce self attested copy of following documents:

- (i) The PAN No
- (ii) GST registration

(b) Without submission of following, Bid shall not be processed further:

- i. Earnest money in desired shape
- ii. Tender cost in form of Demand Draft
- iii. Non- judicial stamp paper of Rs. 100/- with proper signature on revenue stamp by the Bidder for validity of tender in a prescribed Format-II "Form of Declaration" under section SECTION-VI FORMAT of tender document
- iv. Duly signed Form of Application in a prescribed Format-I "Form of Application" under section SECTION-VI FORMAT of tender document
- v. Declaration regarding litigation or Arbitration during last five years.
- vi. Declaration regarding eligibility and not being blacklisted or debarred.
- vii. Power of Attorney in favour of the individual/ person legally authorizes to sign the bid and contract.
- viii Declaration affirming that information furnished in the bid is correct to the best of knowledge and belief of the bidder.
- viii. The duly filled and signed original (as downloaded) application downloading form which has been used by the vender for downloading the tender document from the web site. If this "Application Form" is not submitted in original with the tender, it will be summarily rejected.

- (b) Each Bidder must produce self attested copy of following documents for consideration of pre qualification criteria

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- i. The PAN Number of Bidder
- ii. Valid GST certificate
- iii. EPF registration-**Not Mandatory**.
- iv. Balance sheet and Profit & Loss statements for the past three years ending 31<sup>st</sup> March of the previous financial year. Auditor's reports in support of turnover must be enclosed, if applicable.
- v. Documentary proof regarding positive net worth and profit before tax. (*For high Value tender worth Rs One Crore and above*).
- vi. TDS certificates of last financial year issued from employers where bidder has performed the contracts (*If bidder is unable to produce balance sheet of last financial years owing to under process, in that case TDS certificate shall be considered for turn-over purpose*).
- vii. Experience Certificates in support of past experience. Without producing experienced/ performance certificate technical eligibility shall not be considered. Also, it is the sole responsibility of bidder to establish 'same nature of supply' as stipulated in Clause 3.3.1

### Technical Eligibility:

Experience of having successfully completed similar works as Prime contractor in Govt. department or Govt. Organization or PSU or PPP mode or Public Limited Company during last 7 years ending last day of month previous to the one in which tenders are invited should either be of the following-

- I. Three similar completed works each costing not less than the amount equal to 40% of the estimated cost  
OR
- II. Two similar completed works each cost less than the amount equal to 50% of the estimated cost  
OR
- III. One similar completed work costing not less than the amount equal to 80% of the estimated cost.

### Here similar work means “Supply of Toner Cartridges/ Stationary Items ”

3.1.2. Sub-Contractor's experience and resources shall not be taken into account in determining the Tenderers compliance with the qualifying criteria.

3.1.3 Even though the bidders meet the above qualifying criteria, **they are subject to be disqualified if they have:**

- (i) made misleading or false representations in the forms, statements, declarations and attachments submitted in proof of the qualification requirements; and/or
- (ii) record of poor performance such as abandoning the works/trade, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.
- (iii) participated in the previous Tendering for the same work/trade and had quoted abnormally high or low Tender prices and could not furnish rational justification for it to the Employer.

### 4. Cost of Tendering

The bidder shall bear all costs associated with the preparation and submission of his Tender, and the Employer will, in no case, be responsible or liable for those costs.

### 5. Deleted

### 6. Contents of Tender Document

6.1 The set of Tender documents comprises the documents listed below and addendum issued in accordance with Clause 8 of ITB.

- SECTION-I Notice Inviting Tender  
SECTION-II Instructions to Bidder (ITB)  
SECTION-III General Conditions of Contract,  
SECTION-IV Special Conditions of Contract  
SECTION-V Schedules



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SECTION-VI Format

SECTION-VII Bill of Quantity

SECTION-VIII Technical Specifications

SECTION-IX Deleted

SECTION-X Deleted

- 6.2** The Bidder is expected to examine carefully all instructions, Forms, Bill of Quantities, qualification information and other schedules, General and Special conditions of contract, technical specifications and drawings in the Tender Documents. Failure to comply with the requirements of Tender Documents shall be at the Bidder's own risk. Pursuant to clause 22 hereof, Bidders, which are not substantially responsive to the requirements of the Prequalification Documents, shall be rejected.

### **7. Clarification of Tender Documents**

- 7.1** A prospective Bidder requiring any clarification of the Tender documents may notify the Employer in writing at the Employer's address indicated in the Notice Inviting Tender. The Employer will respond to any request for clarification received earlier than **7days** prior to the deadline for submission of Tenders
- 7.2** The Bidder is requested to submit any question in writing or by cable so as to reach the Employer not later than one week from the date of NIT publication.
- 7.3** Any modifications in the Tender documents listed in Clause 6.1 of ITB, which may become necessary, shall be made by the Employer exclusively through the issue of an Addendum pursuant to Clause 8 of ITB.

### **8. Amendment of Tender Documents**

- 8.1** a. Before the deadline for submission of Tenders, the Employer may issue addendum/corrigendum/cancellation notice. All such notices shall be published in the website "[www.ujvnl.com](http://www.ujvnl.com)", Office notice boards and through News-Papers and such form the part of the bidding documents .  
b. The bidders who have already submitted, can modify their tenders before the deadline of the submission, if they wish.
- 8.2** Any addendum/corrigendum thus issued shall be part of the Tender documents.
- 8.3** To give prospective Bidder reasonable time in which to take an addendum into account in preparing their Tenders, the Employer shall extend, as necessary, the deadline for submission of Tenders, in accordance with Clause 18 of ITT.

### **C. Preparation of Tenders**

#### **9. Language of Tender**

All documents relating to the Tender shall be in English language.

#### **10. Documents Comprising the Tender**

- 10.1** The Tender submitted by the Bidder shall be in two separate parts:

**Part I** This shall be named "**Techno-Commercial Bid**" and shall comprise the following documents:

1.	Earnest Money as mentioned in Para 4 of NIT ( Original Hard copy shall be submitted by the due date & time)
2.	Tender Cost as mentioned in Para 8 of NIT ( Original Hard copy shall be submitted by the due date & time)
3	Non- judicial stamp paper of Rs. 100/- with proper signature on revenue stamp by the Bidder in a prescribed Format-II "Form of Declaration" under section SECTION-VI FORMAT of tender uploaded document ( Original Hard copy shall be submitted by the due date & time).
4	Duly signed Form of Application in a prescribed Format-I "Form of Application" under section SECTION-VI FORMAT of uploaded tender document (Original Hard copy shall be submitted by the due date & time)
5	Self attested copy of GST Certificate
6	Self attested copy of EPF Certificate –Not Mandatory.
7	Self attested copy PAN Number Certificate.
8	Self attested Documents regarding proof of requisite Balance sheet and Profit & Loss statements and ITR as Para 3.1.1 of ITB
9	Self attested Documents regarding proof of past experience carried out by the Bidder in past in

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	UJVNL and/ or in other organization
10	Any other document which Bidder thinks to be submitted for his prequalification
11.	Declaration regarding litigation or Arbitration during last five years. ( <i>Hard copy shall be submitted before the online opening of tenders</i> )
12.	Declaration regarding eligibility and not being blacklisted or debarred
13	Power of Attorney in favour of the individual/ person legally authorizes to sign the bid and contract.
14	The duly filled and signed original (as downloaded) application downloading form which has been used by the vender for downloading the tender document from the web site.

**Part II.** It shall be named “**Financial Bid**” and shall comprise the **Priced Bill of Quantities** for items specified in Section-VII “Bill of Quantities”.

**10.2** Each part shall be separately sealed and marked in accordance with Sealing and Marking instructions in clause 17 of ITT.

**10.3** The following documents, which if not submitted with the Tender, will be deemed to be part of the Tender.

Section	Particulars
I	Notice inviting tender
II	Information and Instructions to Bidder
III	General Condition of Contract
IV	Special Condition of Contract
VIII	Technical Specifications
IX	Deleted
X	Deleted

### **11. Tender Prices**

**11.1** The Contract shall be for the whole Work, as described in Clause 1.1 of ITB, based on the Priced Bill of Quantities submitted by the Bidder.

**11.2** The Bidder shall adopt the Item Rate Method for Priced Bill of Quantities as specified in Section-VII.

**11.3** All duties, taxes (except GST), royalties and other levies payable by the Contractor under the Contract, shall herein be included in the rate prices and the total tender price submitted by the Bidder.

### **12. Currencies of Tender and Payment**

The rates and the prices shall be quoted by the Bidder entirely in Indian Rupees.

### **13. Tender Validity**

**13.1** Tenders shall remain valid for a period of 120 days after the deadline date for Tender submission specified in Clause 18 of ITB.

**13.2** In exceptional circumstances, prior to expiry of the original time limit, the Employer may request that the Bidder may extend the period of validity for a specified additional period. The request and the Bidder's responses shall be made in writing or by cable. A Bidder may refuse the request without forfeiting his Earnest Money. A Bidder agreeing to the request will not be required or permitted to modify his Tender, but will be required to extend the validity of his earnest money for a period of the extension, and in compliance with Clause 14 of ITB in all respects.

### **14. Earnest Money Deposit (EMD)**

**14.1** The Bidder shall furnish, as part of the Tender, Earnest Money, for the amount specified in the NIT.

**14.2** Any Tender not accompanied by an acceptable Earnest Money shall be rejected by the Employer as non-responsive.

**14.3** The Earnest Money of unsuccessful Bidder will usually be returned within 28 days of the award of works to the successful Bidder. But if not returned in due time, no claim from contractor's side shall be entertained.

**14.4** The Earnest Money of the successful Bidder will be discharged when the Bidder has signed the Agreement and furnished the required Performance Security / initial security Deposit. EMD, in later stage

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may be converted into Performance Security / Initial Security Deposit; if so then contractor has to extend validity of EMD up to a period as specified for Performance Security Deposit / initial security Deposit

### **14.5 The Earnest Money may be forfeited:**

- a) if the Bidder withdraws the Tender after Tender opening (techno-commercial Tender) during the period of Tender validity;  
**or**
- b) If, the employer rejects the tender under corrupt and fraudulent practice as per Sub-Clause 31 of ITB.  
**or**
- c) in the case of a successful Bidder, if the Bidder fails within the specified time limit to
  - i. Sign the Agreement; or
  - ii. Furnish the required Performance Security Deposit.

### **15. Alternative Proposals by Bidder**

Bidder shall submit offers that comply with the requirements of the Tendering documents, including the Bill of Quantities and the basic technical design as indicated in the drawings and specifications. Alternative proposals will be rejected considering their proposal as non-responsive.

### **16. Format and Signing of Tender**

#### **16.1 The Bidder shall submit one set of the tender comprising of the documents as described in Clause 10 of ITB.**

#### **16.2 The Tender shall be typed or written in indelible ink and shall be signed on each page by a person or persons duly authorized to sign on behalf of the Bidder. All pages of the Tender where entries or amendments have been made shall be initialed by the person or persons signing the Tender. The unsigned Tender shall not be considered and shall liable to be rejected forthwith by Employer. To avoid any discrepancies Bidder should quote the rates in figure and words of English language also**

- a) If the tender is submitted by an individual, it shall be signed by the proprietor above his full name and with its current business address.
- b) If the tender is submitted by a proprietary firm, it shall be signed by the proprietor above his full name and full name of his firm with its name and current business address.
- c) If the tender is submitted by a firm in partnership, it shall be signed by all the partners of the firm above their full names and current business addresses, or by a partner holding the power of attorney for the firm for signing the tender, in which case a certified copy of the power of attorney shall accompany the tender. A certified copy of the partnership deed duly registered and current business address of all the partners of the firm shall also accompany the tender.
- d) If the tender is submitted by a limited company or a limited corporation, it shall be signed by a duly authorized person holding the power of attorney or any other legally valid document for signing the tender, in which case a certified copy of the power of attorney or any such legally valid document shall accompany the tender. Such limited company or corporation may be required to furnish satisfactory evidence of its existence before the contract is awarded.
- e) If the tender is submitted by a Joint Venture/ consortium of firms, one of the partners shall be nominated as the lead Partner who shall submit complete information pertaining to each partners in the Joint Venture/ consortium and shall be authorized to receive instructions and incur liabilities for and on behalf of the Joint Venture/ consortium during pre-award/post award (if awarded) and this authorization shall be evidenced in the Joint Venture Agreement submitted with the tender signed by legally authorized signatories of all the partners. The tender and in case of successful tender, the agreement shall be signed by all partners of the Joint Venture/ consortium so as to be legally binding on all partners. All partners of the Joint Venture/ consortium shall be liable jointly and severally for the execution of the contract in accordance with the contractual terms and a statement to this effect shall be included in the Joint Venture Agreement copy of which shall be submitted with the tender.
- f) All witnesses and sureties shall be persons of status and their full names, occupations and addresses shall be stated below their signatures. Each page of the Tender Documents shall be signed by the Bidder.

#### **16.3 The Tender shall contain no overwriting, alterations or additions, except those to comply with instructions issued by the Employer, or as necessary to correct errors made by the Bidder, in which case such**

corrections shall be made by scoring out the cancelled portion, writing the correction and initialling and dating it by the person or persons signing the Tender.

**D. Submission of Tenders (For e-tendering please see clause-32 of ITB)**

**17. Sealing and Marking of Tenders**

**17.1 For offline submission of documents,** the Bidder shall submit the documents required in an envelope, superscripted as **Part-I “Techno-commercial Bid” & Part-II “Financial Bid”**. The contents of the Techno-commercial & financial shall be as specified in clause 10.1 of ITB.

**17.2** The envelope containing the Technical Tenders shall

- a) be addressed to the authority inviting tender
- b) bear the name and Tender No. of the Work as mentioned in Tender Notice

**17.3** In addition to the identification required in Clause 17.1 and 17.2, the envelope shall indicate the name and address of the Bidder to enable the Tender to be returned unopened, in case it is declared late, pursuant to Clause 19 of ITB, or is declared non-responsive pursuant to Clause 20 of ITB.

**18. Deadline for Submission of Tenders**

**18.1** Off line submission of documents must be received by the Employer/ Authority inviting tender at the address specified in the Tender Form not later than the date and time indicated in the Tender Form. In the event of the specified date for the submission of Tenders being declared a holiday for the Employer, the Tenders will be received up to the specified time on the next working day.

**18.2** The Employer/ Authority inviting tender may, in the exceptional circumstances and at its discretion, extend the deadline for submission of Tenders by issuing an amendment in accordance with Clause 8 of ITT, in which case all rights and obligations of the Employer and the Bidder previously subject to the original deadline will then be subject to the new deadline.

**19. Late Tenders**

Any Tender received by the Employer after the deadline prescribed in Clause 18 of ITT will be returned unopened to the Bidder.

**E. Tender Opening and Evaluation**

**20. Tender Opening**

**20.1** The Employer/ Authority inviting Tender will open the Tenders received (except those received late) in the presence of the Bidder/Bidder's representatives who choose to attend at the time, date and place specified in the Tender issue Form. In the event of the specified date for the opening of Tenders being declared a holiday for the Employer, the Tenders will be opened at the appointed time and venue on the next working day.

**20.2** The envelope, superscripted as **Part-I “Techno-commercial Bid”** shall be opened first and if the cost of the Tendering documents and EMD is not there, or incomplete, the remaining Tender documents will not be processed, and Tender will be rejected.

**20.3** In all other cases, the amount of Earnest Money, forms and validity shall be announced. Thereafter, the Bidder's names and such other details as the Employer may consider appropriate, will be announced by the Employer at the opening.

**20.4** Evaluation of the techno-commercial bid with respect to Tender security, qualification information and other information furnished in Part-I “Techno-commercial Bid” of the Tender pursuant to Clause 10.1 of ITB, shall be taken up and a list will be drawn up of the responsive Bidders whose financial Tenders are eligible for consideration.

**20.5** For submission of documents for timely evaluation of tenders, 06 days time will be provided by UJVN Limited for furnishing of the document by the Tenderers.

If the desired document is not provided by the Tenderers within 06 days, 03 days additional period shall be provided. If the desired document still not provided by the Tenderers, after giving 06 days and 03 days additional time, then tender/tenders will be treated as non responsive and no further correspondence shall be entertained by UJVN Limited in this regard.

**20.6** The Employer/ Authority inviting Tender shall inform the Bidder, whose techno-commercial Tenders are found responsive, date, time and place of opening of financial bid. In the event of the specified date being declared a holiday for the Employer/ Authority inviting Tender, the Tenders will be opened at the specified time and venue on the next working day. Bidder or their representative may choose to attend the meeting of opening of financial Tenders

**20.7** The Employer/ Authority inviting tender at his discretion will open **Part-I “Techno-commercial Bid”** and evaluate the tender completely including checking for responsiveness. **Part-II “Financial Bid”** of Tender will be opened after evaluation of Part-I, the date of opening of **Part-II “Financial Bid”** shall be informed to the responsive bidder either by email or telephone.

**20.8** At the time of the opening of the **Part-II “Financial Bid”**, the names of the Bidder whose Tenders were found responsive in accordance with clause 20.4 of ITB will be announced. The financial Tenders of only responsive Bidders whose financial Tenders are eligible for consideration, will be opened. The remaining Tenders of the bidders will not be opened. The responsive Bidder’ names, the Tender prices, the total amount of each Tender, and such other details as the Employer may consider appropriate will be announced by the Employer at the time of Tender opening. Any Tender price which is not read out and recorded, will not be taken into account in Tender Evaluation

**21. Process to be Confidential**

Information relating to the examination, clarification, evaluation, and comparison of Tenders and recommendations for the award of a contract shall not be disclosed to Bidder or any other persons not officially concerned with such process until the award to the successful Bidder has been announced. Any attempt by a Bidder to influence the Employer’s processing of Tenders or award decisions may result in the rejection of his Tender

**22. Examination of Tenders and Determination of Responsiveness**

**22.1** During the detailed evaluation of “Techno-commercial Bid” of Tenders, the Employer will determine whether each Tender:

- (a) meets the eligibility criteria defined in Clauses 2 and 3;
- (b) has been properly signed;
- (c) is accompanied by the required EMD and cost of tender document; and
- (d) is substantially responsive to the requirements of the Tendering documents. During the detailed evaluation of the ‘Financial Bid” of Tenders, the responsiveness of the Tenders will be further determined with respect to the remaining Tender conditions, i.e., Price-Bid of bill of quantities, technical specifications and drawings.

**22.2** A substantially responsive “Tender” is one which conforms to all the terms, conditions, and specifications of the Tendering documents, without material deviation or reservation. A material deviation or reservation is one:

- (a) which affects in any substantial way the scope, quality, or performance of the Works; or
- (b) which limits in any substantial way, the Employer’s rights or the Bidders obligations under the Contract; or
- (c) whose rectification would affect unfairly the competitive position of other Bidder presenting substantially responsive Tenders or
- (d) which is inconsistent with the Tendering documents,

**22.3** If a “Tender” is not substantially responsive, it will be rejected by the Employer/Authority inviting tender, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

**23. Correction of Errors**

**23.1** In the Price-Bid of Bill of Quantities the rates shall be written both in words and in figures. Bidder shall also show the total on each page and the Grand Total of the whole Contract. Corrections, if any, shall be made by crossing out, initialing, dating and rewriting.

**23.2** If on check, there are found to be differences between the rates given by the contractor in words and figures or in the amount worked out by him in the Bill of Quantities and General Summary, the same shall be adjusted in accordance with the following rules;

- a) In the event of a discrepancy between description in words and figures quoted by a Bidder, the description in words shall prevail.
- b) In the event of an error occurring in the amount column of Bill of Quantities as a result of wrong multiplication of unit price and quantity, the unit price shall be regarded as firm and multiplication shall be amended on the basis of the price.
- c) All errors in totaling in the amount column and in carrying forward totals shall be corrected.
- d) The totals of various sections of Bill of Quantities amended shall be carried over to the General Summary and the tendered sum amended accordingly. The tendered sum so altered shall, for the purpose of tender, be substituted for the sum originally tendered and considered for acceptance instead of the original sum quoted by the Bidder. Any rounding off of quantities in Price Bid of Bill of Quantities or in General Summary by the Bidder shall be ignored.

**24. Evaluation and Comparison of Tenders**

- 24.1 The Employer will evaluate and compare only the Tenders determined to be substantially responsive in accordance with Clause 22.
- 24.2 In evaluating the Price-Bid of Tenders, the Employer will determine for each Tender the Evaluated Tender Price by adjusting the Tender Price by Making any correction for errors pursuant to Sub-clause 23;
- 24.3 Tender rates quoted by Bidders in Priced BOQ shall remain unaltered.
- 24.4 If the Tender, which results in the lowest Evaluated Tender Price, is seriously unbalanced or front loaded in relation to the Engineer's estimate of the items of work to be performed under the contract, the Employer may ask the Bidder to produce detailed rate analysis for any or all items of the Bill of Quantities, as per standard norms giving breakup of number of Labour/material/machine hours; consumables etc. and rates for such components, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. The rate analysis furnished by such lowest Bidder shall be evaluated on various aspects such as technical and payment schedule. Taking into consideration the schedule of estimated contract payments, the Employer shall re-schedule the payment to protect the Employer against financial loss in the event of default of the successful Bidder under the contract. If the detailed rate analysis furnished by such lowest Bidder is not found technically sound enough, the employer/ authority inviting tender may reject such tender and proceed for next lowest tender.

**F. Award of Contract**

**26. Award Criteria**

Subject to Clause 28 of ITB, the Employer will award the Contract to the Bidder whose Tender has been determined:

- i. to be substantially responsive to the Tendering documents and who has offered the lowest evaluated Tender price, provided that such Bidder has been determined to be (a) eligible in accordance with the provisions of Clause 2 of ITB, and (b) qualified in accordance with the provisions of Clause 3 of ITB; and (c) the evaluated Tender Price is within a reasonable variation of the estimated amount of Work.

**27. Employer's Right to accept any Tender or Reject any or all Tenders**

Notwithstanding Clause 26 above, the Employer reserves the right to accept or reject any Tender, and to cancel the Tendering process and reject all Tenders, at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or any obligation to inform the affected Bidder or Bidder of the grounds for the Employer's action.

Employer/ Authority Inviting Tender reserve the right to relax the eligibility criteria for tenders for any or all the work as per requirement.

**28. Notification of Award and Signing of Agreement.**

- 28.1 The Bidder whose Tender has been accepted will be notified of the award by the Employer prior to expiration of the Tender validity period through the "Letter of Acceptance", which will state the sum that the Employer will pay to the Contractor in consideration of the execution, completion by the Contractor as prescribed by the Contract.
- 28.2. The notification of award will constitute the formation of the Contract until the Formal Agreement is signed pursuant to clause 28.3 of ITB and further subject only to the furnishing of a performance security deposit and additional performance security deposit, if any in accordance with the provisions of Clause 29 of ITB.
- 28.3. The Agreement will incorporate all agreements between the Employer and the successful Bidder. It will be signed by the Employer and the successful Bidder after the performance security deposit is furnished.
- 28.4 Upon furnishing by the successful Bidder of the Performance Security deposit, the Employer will return the Earnest Money of the other Bidder informing that their Tenders have been unsuccessful.

**29. Performance Security Deposit**

- 29.1 Within maximum 28 days or as per time limit given by Engineer-in-charge after receipt of the Letter of Acceptance, the successful Bidder shall deliver to the Employer a Performance Security of 5%



percent of the Contract Price, plus additional security for unbalanced Tenders in accordance with Clause 3 of General Conditions of Contract, valid till end of Defect Liability Period

**29.2** The performance security deposit and additional performance security deposit, if any shall be in **the form of a FDR/CDR/TDR** issued from any branch of nationalised bank/ scheduled **duly pledged in favour of Executive Engineer PCM UJVNL Dhalipur, Dehradun.**

**29.3** Failure of the successful Bidder to comply with the requirements of Clause 29.1. shall constitute sufficient grounds for cancellation of the award and forfeiture of the Earnest Money. He will also be debarred from participating in Tenders invited by the Project for one year or more.

**30. Advances**

See Clause 13 of General condition of Contract..

**31. Corrupt or Fraudulent Practices**

The Employer requires the Bidder/contractors under this contract observe the highest standard of ethics during the procurement and execution of this contract. In pursuance of this policy, the Employer:

(a) defines, for the purpose of these provisions, the terms set forth as follows:

(i) "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and

(ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to be detrimental to the Employer, and includes collusive practice among Bidder (prior to or after Tender submission) designed to establish Tender prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition.

(b) will reject a proposal for award of work if he determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

(c) Will declare a Bidder ineligible, either indefinitely or for a stated period of time, to be awarded a contract/contracts if he at any time determines that the Bidder has engaged in corrupt or fraudulent practices in competing for, or in executing, the contract.

(d) Canvassing in any form is strictly prohibited and in case any Bidder is found doing the same his tender shall be summarily rejected.

(e) In case it is found that the tenderer has submitted false information, fabricated information or incorrect information related to pre-qualification criteria of the tender then the tender will be rejected and the tenderer will be debarred to participate in other tenders of UJVNL Ltd:-

(i) First time for one year

(ii) and for seven years for repetition in submission of false information, fabricated information or incorrect information related to pre-qualification criteria in any tender of UJVNL Ltd..

**32. Exclusive Clauses for E-Tendering**

**32.1. Guide Lines Regarding Participation In E-Tendering:**

**a. PORTAL REGISTRATION:** The contractor/bidder intending to participate in the bid is required to register in the portal using his/ her active personal/official email id as his /her Login id and attach his /her valid digital signature certificate(DSC) to his/her unique Login id. She/he will enter relevant information as asked for about the firm/ contractor.

This is a one-time activity for registering in the portal

**b. LOGIN TO THE PORTAL:** The contractor/ bidder is required to type his/ her Log-In id and password. The system will again ask to select DSC and confirm it with the password of DSC as a second stage authentication. For each Login, a user's DSC will be validated against its date of validity and also against the Certification Revocation List (CRL) of respective CA stored in system database. The system checks the unique Login ID, password & DSC combination and authentication the login process for use of the portal.

**c. DOWNLOADING OF BID:** The bidder can download the tender of his choice and save it in his

system to undertake necessary preparatory work off-line and upload the complete tender at his convenience before the closing date and time of submission. The document downloaded from website should not be tempered, and if any such tempering is established before or after the opening of bids, the bidder shall be debarred for a minimum one (01) year from participating in the tenders issued by UJVN Ltd.

- d. **CLARRIFICATION ON BID:** The bidder may ask question on-line in the e-procurement portal using his/her DSC, provided the questions are raised within the period of seeking clarification as mentioned in the tender call notice/ bid (refer clause 7.1 of **"Instructions To Bidder"**). The Officer inviting the tender will clarify queries related to the tender.
- e. **PREPARATION OF BID:**
- i) The bids may consist of general arrangements, drawings or typical or any other drawings to the work for which bid has been invited. Bidder may down load these drawings and take out the print for detail study and preparation of his bid. Any other drawings and documents pertaining to the works available with the officer Inviting tender will be open for inspection by the bidders
  - ii) The bidder shall go through the bid carefully and list the documents those are asked for submission (refer clause 3.3.2 & 10.1 of **"Instructions To Bidder"**). He shall prepare all documents including cost of Tender document, EMD, Declaration Form, Price Bid etc and store in the system.
- f. **PAYMENT OF EMD/ BID SECURITY AND COST OF BID DOCUMENTS:**
- i) The bidder shall furnish, as part of his Bid, a Bid Security (Earnest Money Deposit) for the amount mentioned under NIT. The bidder shall scan all the written/ printed pages of the Bid Security (EMD) and upload the same in portable document format (PDF) to the system in designated place of the technical bid. Furnishing scanned copy of such documents is mandatory otherwise his/ her bid shall be declared as non responsive and liable to rejection.
  - ii) The validity period of the EMD or Bid Security shall be as mentioned in the bid document. Any bid not accompanied by due Bid Security and not secured as indicated in the bid document shall be rejected as non-responsive.
  - iii) The fixed Deposit Bank Guarantee or any other form as mentioned in detailed NIT in respect of **EMD / Bid Security** and the **Bank Draft** in respect of **Cost of Tender** are to be **scanned and uploaded in PDF format along with the bid**.
  - iv) The bidder shall provide the cost of bid and the Bid security in sealed cover superscripting the name of the work/Supply for which the instruments are intended and the Officer Inviting Tender (OIT). **The original FD's& DD's towards EMD & Tender cost** respectively shall be **physically produced before the Officer Inviting the Bid** or the concerned authorized officer of the department by Registered Post/ Speed Post or any other delivery system **upto last date and time of submission as stipulated in Notice Inviting Tender.**
  - v) Officer Inviting the Tender (OIT) or other concerned officer authorized to receive the original Bid Security/EMD and Bid Cost shall not be responsible for any postal delay and/or non receipt of the original copy of the Bid Security on or before specified date and time. Non submission of Bid Security and Bid Cost within the designated period will sufficient to declare the bid as non-responsive and liable to rejection

**32.2 SUBMISSION OF BID:**

- a. The bidder shall carefully go through the tender condition and prepare the required documents accordingly.
- b. Bidders should not be permitted to alter and modify their bids after expiry of the deadline for receipt of bids.
- c. The Protected Bill of Quantities (BOQ) uploaded by Officer Inviting the Tender is the authentic BOQ. Any alteration/ deletion/ manipulation in BOQ shall lead to cancellation Bid.
- d. The Bidder shall upload the scanned copy/copies of document in support of eligibility criteria and qualification information in prescribed format in PDF to the portal in the designated locations of Technical Bid.
- e. The Bidder shall write his name in the space provided in the specified location in the Protected Bill of Quantities (BOQ) published by the Officer Inviting Tender. The Bidder shall



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type rates in figure only in rate column of respective items without leaving any blank cell in the rate column in case of item rate tender and type percentage excess or less up to one decimal place only in case of percentage rate tender.

- f. The Bidder shall log on to the portal with his/her DSC and move to the desired tender for uploading the documents in appropriate place one by one simultaneously checking the documents.
- (i) Bids cannot be submitted after due date and time. The Bids once submitted cannot be viewed, retrieve or corrected. The bidder should ensure the correctness of the bid prior to uploading and take printout of the system generated summary of submission to confirm successful uploading of bid. The bids cannot be opened even by the OIT /Opener before the due date & time of opening.
  - (ii) Each process in the e-Procurement is time stamped and the system detect the time of login of each user including the Bidder.
  - (iii) The bidder should ensure clarity/ legibility of the document updated by him to the portal.
  - (iv) The system shall require all the mandatory forms and fields filled up by the contractor during the process of submission of the bid/tender.
  - (v) The bidder should check the system generated confirmation statement on the status of the submission.
  - (vi) The bidder should upload sufficiently ahead of the bid closure time to avoid traffic rush and failure in the network.
  - (vii) The Tender Inviting Officer is not responsible for any failure malfunction, or breakdown of the electronic system used during the e-procurement process.
  - (viii) The bidder is required to upload documents and Bill of Qualities duly filled in. It is not necessary on the part of the bidder to upload the drawings and other bid documents (after signing) while uploading his bid. It is assumed that the bidder has referred all the drawings and documents upload by the Officer Inviting the Bid.
  - (ix) Seeking any revision of rates or backing out of the bid claiming for not having referred to any or all the documents provided in the Bid by the Officer Inviting the Bid will be constructed as plea to disrupt the bidding process and in such cases the Bid Security shall be forfeited.
  - (x) The bidder will not be able to submit his bid after expiry of the date & time of submission of Bid (server time). The date & time of Bid Submission shall remain unaltered even if the specified date of submission of bids declared as a holiday for the Officer Inviting the Bid.

### **32.3 SECURITY OF BID SUBMISSION:**

- a. All bid uploaded by the bidder to the portal will be encrypted.
- b. The encrypted bid can only be decrypted/opened by the authorized openers after the due date and time.

### **32.4 RESUBMISSION AND WITHDRAWAL OF BIDS:**

- a. Resubmission of bid by the bidders for any number of times before the final date and time of submission is allowed.
- b. Resubmission of bid shall require uploading of all documents including price bid afresh.
- c. Bid submitted after the predefined times of receipt will not be considered. Which inbuilt in the system.
- d. The bidder should avoid submission of bid at the last moment to avoid system failure or malfunction of internet or traffic or power failure etc.
- e. The bidder can withdraw his bid before the closure date & time of receipt of the bid by uploading scanned copy of a letter addressing to the Officer Inviting Tender citing reasons for withdrawal. Bids once submitted not be allowed to withdraw after the closing *date & time*.

### **32.5 OPENING OF THE BID:**

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- a. Bid opening date & time is specified during tender creation or can be extended through corrigendum. Bids cannot be opened before the specified date & time.
- b. All bid openers have to log on to the portal to decrypt the bid submitted by the bidders.
- c. The bidders and guest users can view the summary of opening of bids from any system. Contractor are not required to be present during the bid opening at the opening location if they so desire.
- d. In the event of the specified date of bid opening being declared a holiday for the Officer Inviting the Bid, the bids will be opened at the specified time on the next working day.
- e. In case bids are invited for more than one package the order for opening of the "Bid" shall be that in which they appear in the "Invitation for Bid".
- f. During bid opening the covers containing original financial instruments towards Cost of Bid Security in the form specified in the NIT/ ITT valid for the period stated in the bid, received after last date of receipt of bid and before opening of the bids shall be opened and declared. The OIT/Opener shall continue opening of other documents if he is satisfied about the appropriateness of the Cost of Bid and Bid Security.
- g. Combined Bid Security for more than one work is not acceptable.
- h- Negotiation with bidder after bid opening must be severely discouraged. However, in exceptional circumstances may be sorted to only with the lowest evaluated responsive bidder.
- i- On transfer of a Bid opening Officer, he may be allowed to open the bid from his new location. Further action on bid document shall be taken by the new incumbent of the post.

### **32.6 EVALUATION OF BIDS:**

- a. All the opened bids shall be downloaded and printed for taking up evaluation. The OIT/Openers shall on each page of the documents downloaded and furnish a certificate that the documents as available in the portal for the tender have been downloaded.
- b. The OIT/Evaluators shall take up evaluation of bids with respect to the qualification information and other information furnished subject to confirmation of the Bid Security, the issuing institutions.
- c. After receipt of confirmation of the Bid Security, the bidder may be asked in writing to clarify on the document provided in the Technical Bid, if necessary, with respect to any doubts or illegible documents. The Officer Inviting Tender may ask for any other document of historical nature during Technical evaluation of the tender. Provided in all such cases, furnishing of any documents in no way alters the Bidder's price Bid. Non submission of legible documents may render the bid non responsive.
- d. The bidders will respond in not more than seven days of issue of the clarification letter, failing which the bid of the bidder will be evaluated on its own merit.
- e. Technical evaluation of all bids shall be carried out as per information furnished by bidders. But evaluation of Bids does not exonerate bidders from checking their original documents at later date. If the bidder is found to have misled the evaluation through wrong information, action as per relevant clause of NIT/ITT shall be taken against the Bidder/Contractor.
- f. The OIT/Evaluators will evaluate bids and finalize list of responsive bidders.
- g. The Financial bids of the technically qualified bidders shall be opened on the due date of opening. The OIT/Openers shall log on to the system in sequence and open the financial bids
  - i) The Financial Bid will be opened on the notified date & time in the presence of bidders or their authorized representative who wish to be present.
  - ii) At the time of opening of "Financial Bid", bidders whose technical bids were found responsive will be opened.
  - iii) The qualified bidder's name, bid prices, item wise rates, total amount of each item in case of item rate and percentage above or less in case of percentage rate tenders will be announced.

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- iv) Procurement Officer-Openers shall sign on each page of the downloaded BOQ and the Comparative Statement and furnish a certificate to that respect.
- v) Bidder can witness principal activities and view the documents/summary reports for that particular work by logging on to the portal with the DSC from anywhere.
- h. Name of Successful bidder and contract amount shall be mentioned in the departmental notice board / bulletin / website.

Office Inviting Tender (OIT)  
EXECUTIVE ENGINEER  
PROJECT CIVIL MAINTENANCE,  
DHALIPUR, DISTT.-  
DEHRADUN -248142

**APPENDIX TO ITB**

**Clause: 3.4: JOINT VENTURE: (Applicable for the work of more than Rs 1.00 Cr)**

**1. Guidelines for Participation of Joint Venture Firms in Bidding**

- A. Separate identity/name shall be given to the Joint Venture firm.
- B. Number of members in a JV firm shall not be more than **two**.
- C. A member of JV firm shall not be permitted to participate either in individual capacity or as a member of another JV firm in the same tender.
- D. The tender form shall be purchased and submitted only in the name of JV firm and not in the name of any constituent member.
- E. The joint venture firm shall be required to submit Earnest Money Deposit (EMD) along with the tender in terms of the provisions contained in NIT
- F. One of the members of the JV firm shall be its Lead Member who shall have a majority (**at least 51%**) share of interest in the JV firm. The other members shall have a share of not less than 26%. In case of JV firm with foreign member (s), the lead member has to be an Indian firm with a minimum share of **51%**. A copy of Memorandum of Understanding (MOU) executed by the JV members shall be submitted by the JV firm along with the tender. The complete details of the members of the JV firm, their share and responsibility in the JV firm etc. particularly with reference to financial, technical and other obligations shall be furnished in the MOU. Format for MOU for JV is placed at SECTION VI: FORMATS- JV-1, JV-2 & JV-3
- G. Once the tender is submitted, the MOU shall not be modified/alterd/terminated during the validity of the tender. In case the Bidder fails to observe/comply with this stipulation, the full Earnest Money Deposit (EMD) shall liable to be forfeited.
- H. Approval for change of constitution of JV firm shall be at the sole discretion of the UJVN Ltd. The constitution of the JV firm shall not be allowed to be modified after submission of the tender/ bid by the JV firm except when modification becomes inevitable due to succession laws and in any case the minimum eligibility criteria should not get vitiated. However, the Lead Member shall continue to be the Lead Member of the JV firm. Failure to observe this requirement would render the offer invalid.
- I. Similarly, after the contract is awarded, the constitution of JV firm shall not be allowed to be altered during the currency of contract except when modification become inevitable due to succession laws etc. and in any case the minimum eligibility criteria should not get vitiated. Failure to observe the stipulation shall be deemed to be breach of contract with all consequential penal action as per contract condition.
- J. On award of contract to a JV firm, a single Performance Guarantee shall be required to be submitted by the JV firm as per tender conditions. All the Guarantees like Performance Guarantee, Bank Guarantee for Mobilization Advance, Machinery Advance etc., shall be accepted only in the name of the JV firm and no splitting of guarantees amongst the members of the JV firm shall be permitted.
- K. On issue of LOA (Letter of acceptance) an agreement among the members of the JV firm (to whom the work has been awarded) shall be executed This JV agreement shall be submitted by the JV firm to the UJVN Ltd before signing the contract agreement for the work. In case the Bidder fails to observe/comply with this stipulation, the full Earnest Money Deposit (EMD) shall be forfeited and other penal actions due shall be taken against partners of the JV and the JV. This joint Venture Agreement shall have, inter-alia following clauses:
  - i. *Joint and Several Liability: Members of the JV firm to which the contract is awarded, shall be jointly and severally liable to the UJVN Ltd for execution of the project in accordance with General Conditions, Special Conditions and Technical Specifications of the Contract,. The JV members shall also be liable jointly and separately for loss, damages caused to the UJVN Ltd during the course of execution of the contract or due to non-execution of the contract or part thereof.*
  - ii. *Duration of the joint Venture Agreement: It shall be valid during the entire currency of the contract including the period of extension if any and the defect liability period after the work is completed.*
  - iii. *Governing Laws: The Joint Venture Agreement shall in all respect be governed by and interpreted in accordance with Indian Laws.*

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L. Authorized Member: Joint venture members shall authorize one of the members on behalf of the Joint Venture Firm to deal with the tender, sign the agreement or enter into contract in respect of the said tender, to receive payment, to witness joint measurement of work done, to sign measurement books and similar such action in respect of the said tender/contract. All notices/correspondences with respect to the contract would be sent only to this authorized member of the JV Firm.

M. No member of the Joint Venture Firm shall have the right to assign or transfer the interest right or liability in the contract without the written consent of the other members and that of the UJVN Ltd in respect of the said tender/contract.

N. Documents to be enclosed by the JV firm along with the tender.

- i. In case one or more of the members of the JV Firm is/are partnership firm(s), following documents shall be submitted:
  - a. Notary certified copy of the Partnership Deed
  - b. Consent of all the partners to enter into the Joint Venture Agreement on a stamp paper of appropriate value (in original)
  - c. Power of Attorney (duly registered as per prevailing law) in favour of one of the partners of partnership firm to sign the JV Agreement on behalf of the partnership firm and create liability against the firm.
- ii. In case of one or more members is/are Proprietary Firm or HUF, the following documents shall be enclosed:

Affidavit on Stamp Paper of appropriate value declaring that his/her Concern is a Proprietary Concern and he/she is sole proprietor of the Concern OR he/she is in position of 'KARTA' of Hindu Undivided Family (HUF) and he/she has the authority, power and consent given by other partners to act on behalf of HUF.
- iii. In case one or more members is/are limited companies, the following documents shall be submitted:
  - a. Notary certified copy of resolutions of the Directors of the Company, permitting the company to enter into a JV agreement, authorizing MD or one of the Directors or Managers of the Company to sign MOU. JV Agreement, such other documents required to be signed on behalf of the Company and enter into liability against the company and/or do any other and on behalf of the company.
  - b. Copy of Memorandum and Articles of Association of the Company authorizing the person to do/act mentioned in the para (a) above. 3 Signature of the Tenderer c. Power of Attorney (duly registered as per prevailing Law) by the Company authorizing the person to do/act mentioned in the Para (a) above.
- iv. All the members of the JV shall certify that they have not been black listed or debarred by UJVN Ltd or any other Ministry/Department/PSU of the Govt. of India/State Government from participation in tenders/contract on the date of opening of bids either in their individual capacity or as members of the JV or the JV firm in which they were/are members.

O. **Credentials & Qualifying criteria:** Technical and financial eligibility of the JV firm shall be adjudged based on satisfactory fulfillment of the following criteria:

**a. Technical Eligibility criteria:**

Value of a completed work done by a Member in JV Firm shall be reckoned only to the extent of the concerned member's share in that JV Firm for the purpose of satisfying his/her compliance to the technical eligibility criteria in the tender under consideration.

**b. Commercial Eligibility Criterion:**

Financial capacity of a Member in JV Firm shall be reckoned only to the extent of the concerned member's share in that JV Firm for the purpose of satisfying his/her compliance of the commercial eligibility criteria in the tender under consideration.

**2. FILLING AND SUBMISSION OF JV FIRM:**

In case of Joint Venture:

(a) Number of members in a JV firm shall not be more than two partners.

(b) Submit MoU or Joint Venture Agreement, as per Form given in **FORMAT JV-3**

(c) The JV shall nominate a Representative through Power of Attorney as per FORMAT JV-1 who shall have the authority to conduct all business for and on behalf of and all the Parties of the JV during the bidding process and, in the event of JV is awarded the contract, during

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contract execution. Submit Power of Attorney by individual partners to lead partner as per **FORMAT JV-2.**

3. In case the Joint Venture is the successful Bidder, contract shall be executed by JV partner agreed **FORMAT JV-3**

### **SECTION-III**

## **GENERAL CONDITIONS OF CONTRACT**

**SECTION -III**

**GENERAL CONDITIONS OF CONTRACT**

**CLAUSE-1: DEFINITIONS:**

In the contract, the following expression shall, unless the context otherwise requires, have the meanings thereby respectively assigned to them:

- (i) **Contract:** means the document forming the tender, acceptance thereof and the formal agreement executed between the UJVN LTD and the Contractor, together with documents referred to therein.
- (ii) **Contract Price:** means the amount arrived at by multiplying the quantities shown in the Bill of Quantities by the respective item rates as allowed and included in the Letter of Acceptance.
- (iii) **Contractor:** means the successful Bidder who is awarded contract to perform the work covered under these tender documents and shall be deemed to include the contractor's successors, executors, representatives or assigns.
- (iv) **Employer:** means the UJVN LTD. having its registered office at "Ujjwal", GMS Road, Maharani Bagh, Dehradun, Pin-248006 and includes therein legal representatives, successors and assignees.
- (v) **Day:** means a calendar day beginning and ending at midnight.
- (vi) **Tender Drawings:** means the drawings referred to in the Specifications and/or appended with the tender document.
- (vii) **Construction Drawing:** means such drawings approved in writing by the Engineer-in-Charge/ Employer and issued for actual construction of the Works from time to time by the Engineer-in-Charge.
- (viii) **Tender:** means the Letter of Tender and all other documents which the Contractor submitted with the Letter of Tender, as included in the Contract.
- (ix) **Drawing:** means and shall include Tender drawing and Construction Drawing.
- (x) **Engineer-in-Charge/Engineer:** means the Engineering Officer nominated by the Employer or its duly authorized representative to direct, supervise and be In-charge of the works for the purpose of this contract.
- (xi) **Letter of Award or Acceptance:** means a letter from the Employer/Engineer-in-Charge conveying the acceptance of the tender/offer subject to such reservations as may have been stated therein.
- (xii) **Specifications:** means the Technical specification of the Works included in the Contract and any modification thereof or addition thereto made under Clause 18 or submitted by the Contractor and approved by the Engineer.
- (xiii) **Schedules:** means the document(s) entitled schedules, completed by the Contractor and submitted with the Letter of Tender, as included in the Contract. Such document may include the Bill of Quantities, data, lists and schedules of rates and /or prices.
- (xiv) **Sub-Contractor:** means any person named in the Contract as a Subcontractor for a part of the Works or any person to whom a part of the Works has been subcontracted with the consent of the Employer and the legal successors in title to such person, but not any assignee of any such person.
- (xv) **Contractor's Representative:** means the person named by the Contractor in the Contract or appointed from time to time by the contractor (Contractor Representative) who act on behalf of the Contractor.
- (xvi) **Contractor's Personnel:** means Contractor's representative and all personnel whom the Contractor utilizes on Site, who may include the staff, labour and other employees of the contractor and of each Subcontractor; and any other personnel assisting the Contractor in execution of the Works.
- (xvii) **Cost :** means all expenditure properly incurred or to be incurred, whether on or off the Site, including overhead and other charges properly allocable thereto but does not include any allowance for profit.
- (xviii) **Bill of Quantities or Schedule of Quantities & Price:** means the price and complete bill of quantities forming part of the Contract.
- (xix) **Time for Completion :** means the time for completing the execution of and passing the Tests on Completion of the Works or any Section or part thereof as stated in the Contract (or as extended under Clause 39) calculated from the Commencement Date.
- (xx) **Plant:** means machinery, apparatus and like intended to form or forming part of Works.



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- (xxi) **Permanent works:** means the permanent works to be executed (including Plant) in accordance with the Contract.
- (xxii) **Temporary works:** means all temporary works of every kind (other than Contractor's Equipment) required in or about the execution and completion of the Works and the remedying of any defects therein.
- (xxiii) **Contractor's Equipment :** means all appliances and things of whatsoever nature (other than Temporary Works) required for the execution and completion of the Works and the remedying of any defects therein, but does not include Plant, materials or other things intended to form or forming part of the Permanent Works.
- (xxiv) **Site:** means the land and/or other places, on or through which the works are to be executed including any other lands or places which may be allotted for the purpose of the contract.
- (xxv) **Urgent Works:** means any urgent measures, which in the opinion of the Engineer-in-Charge, become necessary at the time of execution and/or during the progress of work to obviate any risk of accident or failure or to obviate any risk of damage to the structure, or required to accelerate the progress of work or which become necessary for security or for any other reason the Engineer-in-Charge may deem expedient.
- (xxvi) **Week:** means seven consecutive calendar days.
- (xxvii) **Work or Works:** means Permanent Works and/or Temporary Works to be executed in accordance with the Contract.
- (xxviii) **Date of Start:** means the date to commence work at site.
- (xxix) **Tests on Completion:** means the tests which are specified in the Contract or agreed by both Parties and to be carried out before the Work or a section (as the case may be) is taken over by the Employer.
- (xxx) **Defects Notification Period and Unfulfilled Obligations:** means the period for notifying defects in the Works or a Section (as the case may be) under Sub-Clause 43 (Defects Liability Period), with any extension under Sub-Clause 42.1. Further, unfulfilled obligation means, contractor shall have to complete the work and rectifying the defects, if any, under clause 56.
- (xxxi) **Final Payment Certificate:** means the payment certificate issued under Sub -Clause 42.1
- (xxxii) **Interim Payment Certificate:** means a payment certificate issued under Clause 45, other than Final Payment Certificate.
- (xxxiii) **Retention Money:** means the accumulated retention moneys which the Employer retains under Sub- Clause 45.2
- (xxxiv) **Employer's Equipment:** means the apparatus, machinery and vehicles (if any) made available by the Employer for the use of the Contractor in the execution of the Works, as stated in the Specification; but does not include Plant which has not been taken over the Employer.
- (xxxv) **Force Majeure:** is defined in Clause 32 [Force Majeure].
- (xxxvi) **Performance Security:** means the security ( or securities, if any) Clause 3 [Performance Security]

### CLAUSE-2: INTERPRETATIONS:

- 2.1 Words imparting the singular only shall also include the plural; he includes she and vice versa unless this is repugnant to the context. Unless specifically defined, words shall have normal meaning under the language of Contract.
- 2.2 Heading and marginal notes in these General Conditions shall not be deemed to form part thereof or be taken into consideration in the interpretation or construction thereof of the Contract.
- 2.3 Any error in description, quantity or price in Bill of Quantities or any omission there from shall not vitiate the Contract or release the Contractor from execution of the whole or any part of the Works comprised therein according to drawings and Specifications or from any of his obligations under the Contract.
- 2.4 Relevant and Important pre-contract documents shall form the part of the Contract. Pre Contract document shall include bidding document such as Notice Inviting Tenders, Instruction to Bidders, Bid Data Sheet, Qualification Criteria, etc. These documents will also include communications in the form of letters, communications in form of letters, minutes of meetings, and e-mails between the bidders and the Employer seeking clarifications about the Project/bid conditions.
- 2.5 Detailed drawings, if applicable shall be followed in preference to small scale drawings (sketch drawings) and figured dimensions in preference to scaled dimensions. In the case of discrepancy between the Letter of acceptance issued by Employer, Special Conditions of Contract, Technical Specifications,

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General Conditions of Contract, the Tender Drawings and/or Bill of Quantities and other documents of Contract the following order of precedence shall prevail:

- a) Agreement
- b) Letter of acceptance issued by Employer;
- c) Price Bid
- d) Special Conditions of Contract
- e) Technical Specifications
- f) General Conditions of Contracts
- g) Tender Drawings;
- h) Deleted
- i) Any other document forming part of the Contract

### CLAUSE-3: SECURITY DEPOSIT:

The Security Deposit shall comprise of following

- (i) **Performance Security:** Initial Security Deposit to be furnished by the Contractor at the time of entering in agreement towards performance Guarantee.
- (ii) **Security Deposit/Retention Money:** Retention Money to be recovered from Interim bills/ final bills of the Contractor towards security deposit for defect liability period.

The Contractor within 28 days from the date of issue of Letter of Acceptance (LOA) or a period stipulated in LOA, shall furnish a **initial security deposit for performance** as per **clause 3.2** in form of **FDR/CDR/TDR** of any nationalised bank or any other form demanded by Employer/authority entering in agreement, **duly pledged in favour of “Executive Engineer PCM UJVNL Dhalipur, Dehradun”**. and valid during concurrency of contract period and shall only be released after successful completion of work.

#### 3.1 Performance security shall be deposited as per following formulae:

**(i)Percentage Rate Contracts:** The performance Security shall be provided by the contractor to the Employer not later than the date specified in the letter of acceptance and shall be issued for an amount of 5% of the Contract Price or the estimated cost of the work, whichever is higher, in the form of **FDR/CDR/TDR** acceptable to the Employer issued from any branch of nationalised bank/ scheduled bank duly pledged in favour of **“Executive Engineer PCM UJVNL Dhalipur, Dehradun”**. The performance security shall be valid till the defect liability period. The Employer may increase the Performance Security to a level sufficient to protect it against the possibility of financial loss, if the lowest evaluated bid is below the estimated cost of the work. The additional performance security shall be valid till the completion period of the work. The amount of additional performance security shall be worked out as follows

- a. Up to 5% below the Estimated Cost: No Additional Performance Security.
- b. From 5% below to 15% below the Estimated Cost, an Additional Performance Security of 0.5% of the estimated cost for every 1% below the estimated cost,
- a. For more than 15% below the estimated cost, an Additional Performance Security of 1% of the estimated amount for every 1% below the estimated cost.

#### **Note:**

1. If the percentage below is not a whole number, any percentage above 0.5% shall be rounded off to next higher whole number and any percentage below 0.5% shall be rounded off to immediate lower whole number.
2. The Performance Security as applicable shall be refunded to the contractor after defect liability period and Additional Performance Security as applicable shall be refunded to the contractor after issuance of completion certificate.

**(ii) Item Rate Contracts:** The performance Security shall be provided by the contractor to the Employer not later than the date specified in the letter of acceptance and shall be issued for an amount of 5% of the contract price or the estimated cost of the work, whichever is higher, in the form acceptable to the Employer from reputable local banks including scheduled banks or nationalized banks acceptable to the Employer. The performance security shall be valid till the defect liability period. The Employer may increase the Performance Security to a level sufficient to protect it against the possibility of financial loss, if the lowest evaluated bid is below the estimated cost of the work. The additional performance security shall be valid till the completion period of the work. The amount of additional performance security shall be worked out as follows

- a. No Additional performance security for Item Rates up to 5% below the Estimated Item rate,

- b. An Additional performance security of 10% of the estimated cost of items, for Item Rates from 5% to 15% below the estimated rate,
- c. An Additional performance security of 15% of the estimated cost of items, for Item Rates more than 15% below the estimated rate.

**Note:**

*The Performance Security as applicable shall be refunded to the contractor after defect liability period and Additional Performance Security as applicable shall be refunded to the contractor after issuance of completion certificate*

- 3.2 **Security Deposit/Retention Money** shall be deducted by the Engineer-in-Charge from the all interim bills/final bill of the Contractor @ 5% (five percent) of the total value of each bill of the work done (including those of price variation) towards security deposit. Security deposit thus retained shall only be released after expiry of defects liability period and the Engineer I/C has certified that all Defects notified by the Engineer I/C to the contractor before the end of this period have been corrected.
- 3.4 If the Contractor expressly requests in writing, he will be permitted to convert the amount of Security/Retention Money deducted from his interim bills/final Bill into CDR/FDR/TDR but shall be pledged in favour of **“Executive Engineer PCM UJVNL Dhalipur, Dehradun”**.
- 3.5 All compensation or other sums of money payable by the Contractor to the Employer under the terms of this Contract or any other contract or on any other account whatsoever, may be deducted from Security Deposit. Also in the event of the contractor's Security Deposit being reduced by reasons of such deductions, as aforesaid, the Contractor shall, within 14 days of receipt of notice of demand from the Engineer-in-Charge, make good the deficit in Security Deposit.
- 3.6 If any occasion arises under the Contract due to which the periods of validities of **FDR/CDR/TDR** as may have been furnished by the Contractor from time to time, are required to be extended/renewed, the Contractor shall get the validity periods of such guarantees extended/renewed, and furnish these to the Engineer-in-Charge one month before the expiry date of the aforesaid Guarantees originally furnished, failing which the existing **FDR/CDR/TDR** shall be invoked by the Engineer – in – charge. Also in case of any deficit in securities on any account as might occur or is noticed, the Contractor shall forthwith recoupe/replace the same with acceptable Security Deposit.
- 3.7 **FDR/CDR/TDR** as aforesaid shall be valid till the date of expiry of Defects Liability Period under the Contract (Clause 43).

**CLAUSE-4: REFUND OF SECURITY DEPOSIT:**

The Security Deposit amount shall, on demand, shall be returned to the contractor after expiry of Defects Liability Period (Clause 43).

**CLAUSE-5: SUFFICIENCY OF TENDER:**

- 5.1 The Contractor shall be deemed to have satisfied himself as to the correctness and sufficiency of the Tender and of the rates and prices stated in the Bill of Quantities, all of which shall, except insofar as it is otherwise provided in the Contract, cover all his obligations under the Contract and all matters and things necessary for the proper execution and completion of the Works and the remedying of any defects therein.
- 5.2 If, however, during the execution of the Works the Contractor encounters physical obstructions or physical conditions, other than climatic conditions on the Site, which obstructions or conditions were, in his opinion, not foreseeable by an experienced Contractor, the Contractor shall forthwith give notice thereof to the Engineer-in-Charge. On receipt of such notice, the Engineer-in-Charge shall, if in his opinion such obstructions or conditions could not have been reasonably foreseen by an experienced contractor shall determine, and shall notify the Contractor accordingly, with approval of the Employer. Such determination shall take account of any instruction which the Engineer-in-Charge may issue to the Contractor in connection therewith, and any proper and reasonable measures acceptable to the Engineer-in-Charge which the Contractor may take in the absence of specific instructions from the Engineer-in-Charge.

**CLAUSE-6: CONTRACT DOCUMENTS:**

- 6.1 The Contract shall be signed in one original and attested photocopy shall be issued to contractor. The language of the contract shall be English.
- 6.2 The Contractor shall furnish free of charge, 10 true copies of the Contract to the Employer.

- 6.3 One copy of Contract shall be kept by the contractor on the Site in good order and the same shall at all reasonable time be available for inspection and use by the Engineer-in-Charge, his representatives or by other Inspecting Officers.
- 6.4 None of these Documents shall be used by the Contractor for any purpose other than that of this contract.

**Clause 7: LIFE-SAVING APPLIANCES AND FIRST-AID EQUIPMENT:**

The Contractor shall provide and maintain upon the works sufficient, proper and efficient life-saving appliances and first-aid equipment in accordance with the requirement of ILO Convention No.62. The appliances and equipment shall be available for use at all time.

**CLAUSE-8: DUTIES AND POWERS OF ENGINEER-IN-CHARGE'S REPRESENTATIVE:**

- 8.1 The duties of the representative of the Engineer-in-Charge are to watch and supervise the works/supply and to test and examine any materials to be used or workmanship employed in connection with the works/supply.
- 8.2 The Engineer-in-Charge may, from time to time in writing, delegate to his representative any of the powers and authorities, vested in the Engineer-in-Charge and shall furnish to the contractor a copy of all such written delegation of powers and authorities. Any written instruction or written approval given by the representative of the Engineer-in-Charge to the contractor within the terms of such delegation shall bind the contractor and the Employer as though it has been given by the Engineer-in-Charge.
- 8.3 Failure of the representative of the Engineer-in-Charge to disapprove any work or materials shall be without prejudice to the power of the Engineer-in-Charge thereafter to disapprove such work or materials and to order the pulling down, removal or breaking up thereof. The Contractor shall, at his own expense, again carry out such works as directed by the Engineer-in-Charge.
- 8.4 If the Contractor is dissatisfied with any decision of the representative of the Engineer-in-Charge, he will be entitled to refer the matter to the Engineer-in-Charge who shall thereupon confirm, reverse or vary such decision and the decision of the Engineer-in-Charge in this regard shall be final and binding on the contractor.

**CLAUSE-9: Deleted**

**CLAUSE-10: Deleted**

**CLAUSE-11: CHANGES IN CONSTITUTION:**

Where the Contractor is a partnership firm, prior approval in writing of the Engineer-in-Charge shall be obtained before any change is made in the constitution of the firm. Where the Contractor is an individual or a Hindu undivided family business concern, such approval, as aforesaid, shall likewise be obtained before the Contractor enters into any partnership firm which would have the right to carry out the work undertaken by the Contractor. If prior approval as aforesaid is not obtained, the Contract shall be deemed to have been assigned in contravention of Clause 38 thereof and the same action will be taken and the same consequences shall ensue as provided for in the said Clause 38.

**CLAUSE-12: Deleted**

**CLAUSE-13: ADVANCES AND RECOVERY THEREOF:**

**12.1.1 Advances for Initial Mobilization, Preliminary, Enabling and Ancillary Works**

No advance shall be paid by the Nigam.

No mobilization advance shall be given by Employer to contractor for the contract.

**12.1.2 Recoveries**

Department will have full power to recover the any type of due/all the dues of contractors from retained money, RA bills/FDRS's of same contractor available with the department irrespective of the purpose of taking FDR'S or retaining money from the contractor. If the security for the contract fails to suffice, then recovery from the other contracts of the same contractor may be made.

**13.1.3. Deleted:**

**CLAUSE-14: COMMENCEMENT OF WORK:**

- 14.1 The Contractor shall commence the Work(s) immediately after the issue of Letter of Acceptance and shall proceed with the same with the expedition and without delay as may be expressly sanctioned or ordered by the Engineer in- charge. If the Contractor commits default in the commencement of work as stipulated in the Letter of Acceptance, the Engineer-in-Charge shall without prejudice to any other right or remedy be at liberty to cancel the Contract and forfeit the earnest money.
- 14.2 Contractor shall follow a mutually agreed planning & scheduling to complete the work/trade within stipulated time frame. However, it shall not relieve the Contractor of any of his duties, obligations or responsibilities under the Contract.

**CLAUSE-15: WORKS TO BE CARRIED OUT IN ACCORDANCE WITH SPECIFICATIONS, DRAWINGS AND ORDERS, ETC:**

- 15.1 The Contractor shall execute the Works/trade in the most substantial and workmanlike manner and both as regards material and otherwise in every respect in strict conformity with the Specification. The Contractor shall also conform exactly, fully and faithfully to the designs, drawings, Specifications and instructions in writing in respect of the work, duly signed by the Engineer-in-Charge issued from time to time. The Contractor shall take full responsibility for the adequacy of all the site operations and methods of construction.

The Contractor shall give prompt notice to the Engineer-in-Charge, with a copy to the Employer, of any error, omission, fault or other defect in the design of or Specifications for the Works which he discovers when reviewing the Contract or executing the Works.

- 15.2 Deleted
- 15.3 The Contractor shall give notice to the Engineer-in-Charge, whenever planning or execution of the Works/Trade is likely to be delayed or disrupted unless any further drawing or instruction is issued by the Engineer-in-Charge within a reasonable time. The notice shall include details of the drawing or instruction required and of why and by when it is required and of any delay or disruption likely to be suffered if it is late.
- 15.4 If, by reason of any failure or inability of the Engineer-in-Charge to issue, within a time reasonable in all the circumstances, any drawing or instruction for which notice has been given by the Contractor in accordance with Sub-Clause 15.3, the Contractor suffers delay then the Engineer-in-Charge shall, after approval of the Employer determine any extension of time to which the Contractor is entitled under Clause 39.
- 15.5 In the case of any class of work for which there is no specification in the contract such work/Trade shall be carried out in accordance with the detailed specification (latest) published I. S. I. New Delhi and in the event of there being no detailed specifications for the same, the work shall be carried out in all respects in accordance with the instruction and requirements of the Engineer-in-charge / Engineer of the Contract.

**CLAUSE-16: Deleted:**

**CLAUSE-17: URGENT WORKS:**

If any part of work/ trade (in respect whereof the decision of the Engineer-in-Charge shall be final and binding) becomes necessary, the contractor shall execute the same as may be directed.

**CLAUSE-18: DEVIATIONS:**

- 18.1 The Engineer-in-Charge shall have powers to make any deviations in the original specifications or drawings or designs of the works or any part thereof that are, in his opinion, necessary at the time of or during the course of execution of the Works. For the aforesaid purpose or for any other reason, if it shall, in the opinion of the Engineer-in-Charge, be desirable, he shall also have the powers to make Deviations, such as (i) Variations (ii) Extra Item (iii) Additions/Omissions and (iv) Alterations or Substitutions of any kind. No such Deviations in the specifications or drawings or designs or Bill of Quantities, as aforesaid, shall in any way vitiate or invalidate the Contract and any such Deviations which the Contractor may be directed to do shall form integral part of the Contract as if originally provided therein and the Contractor shall carry out the same on the same terms & conditions in all respects on which he agreed to do the works under the contract subject to clause 18.2.1.i and ii

- 18.2.1 **Variation in Quantities:**

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The rates for such items of work as are required to be executed due to Deviations, as stated in sub clause 18.1 above shall be payable in the manner as stated hereunder

- i) If the rates for the additional, altered or substituted item of work are specified in the Bill of Quantities of contract of the work, the contractor is bound to carry out the additional, altered or substituted item of work at the same rates as specified in the Bill of Quantities of contract of the work.
- ii) However, the quoted rates hold good for all plus or minus variation in any item of work upto any extent.

### **18.2.2 Extra Item:**

- i) If the rates for the additions, altered or substituted item of work are not specifically provided in the Bill of quantities of contract for the work, the rates of such items of work as far as practicable shall be derived from the quoted rates of analogous item(s) in the Bill of Quantities.
- ii) In case, where analogous items are not available in the bill of quantities then such items of work shall be carried out at the rates approved in the current PWD SoR/ CPWD DSR with minus or plus percentage which the total tendered amount bears to the estimated cost of entire work put to tender.
- (iii) If the rates for altered, additional or substituted item of work cannot be determined in the manner specified in para (i) & (ii) above, then the contractor shall submit analysis of rates on the basis of prevailing market rates. The Engineer-in-Charge shall examine the rate analysis submitted by the Contractor and fix the rates accordingly whose decision shall be conclusive, final and binding on the Contractor and which shall be approved by competent authority of employer and pay to the contractor accordingly. But under no circumstances, the contractor shall suspend the work on the plea of no settlement of rates of items, falling under this clause.
- iv) Over and above the cost of labour, material arranged by the Contractor and ownership & operational cost of plant and machinery, an element to cover the Contractor's overheads, profits, and supervision charges shall be as per prevailing rates of CPWD/SOR-Uttarakhand.

The rates under sub-clause (i), (ii) & (iii) shall be worked out by the Engineer-in- charge and the contractor and after approval of employer shall be payable to contractor.

- 18.3 Provided further that if Additions/Omissions and Alterations or Substitutions of any kind to the work shall have the effect of increasing or decreasing the total value of this contract work upto any extend for minus or plus variation then no price adjustment shall be applicable
- 18.4 If requested by the Contractor, the Time for Completion of the Works shall, in the event of any deviation resulting in additional cost over the Contract Price, be extended in the proportion which the altered, additional or substituted work bears to the original Contract Price plus such further additional time as may be considered reasonable by the Engineer-in-Charge.
- 18.5 Under no circumstances, the Contractor shall suspend the work on account of no settlement of rates of such Deviated items and time extension.
- 18.6 Provided that no deviation, instructed to be done by the Engineer – in – charge pursuant to Clause 18.1 shall be valid under Clause 18.2 unless within 15 days of the date of such instruction before the commencement of execution of deviated items, notice shall have been given either ;
  - a) By the Contractor to the Engineer-in-charge of an intention to Claim extra payment or varied rate or price or
  - b) By Engineer-in-charge to the Contractor of his intention to vary a rate or price for the deviated items.

### **CLAUSE-19: CONTRACTOR'S SUPERVISION:**

- 19.1 The Contractor shall appoint at his own expense adequate number of personnel with sufficient experience to supervise the Works. The name of authorized site representative shall be intimated in writing to the Engineer-in-charge.

The contractor or his authorized representatives present at the site(s) shall superintend the execution of the works with such additional assistance in each trade, as the work involved shall require and considered reasonable by the Engineer-in-Charge. Directions/instructions given by the Engineer-in-Charge to the Contractor's authorized representatives shall be considered to have the same force as if these had been given to the Contractor himself.



**CLAUSE-20: INSTRUCTIONS AND NOTICES:**

- 20.1 Except as otherwise provided in this Contract, all notices to be given on behalf of the Employer and all other actions to be taken on its behalf may be given or taken by the Engineer-in-Charge or any officer for the time being entrusted with the functions, duties and powers of the Engineer-in-Charge.
- 20.2 All instructions, notices and communications etc. under the contract shall be given in writing and any such oral orders/instructions given shall be confirmed in writing and no such communication which is not given or confirmed in writing shall be valid.
- Either party may change a nominated address to another address by prior notice to the other party.
- 20.4 The Engineer-in-Charge shall communicate or confirm the instructions to the Contractor in respect of the execution of work in a 'Work Site Order Book' maintained in the office of the Engineer-in-Charge or his representative and the Contractor or his authorized representative shall confirm receipt of such instructions by signing the relevant entries in this book. If required by the Contractor, he shall be furnished a certified true copy of such instruction(s).

**CLAUSE-21: Deleted**

**CLAUSE-22: PATENT RIGHTS:**

The Contractor shall indemnify the Employer, its representatives or its employees against any action, claim or proceedings relating to infringement or use of any patent or design or any alleged patent or design rights and shall pay any royalties or other charges which may be payable in respect of any article or material or part thereof included in the Contract. In the event of any claim being made or action being brought against the Employer or any agent, servant or employee of the Employer in respect of any such matters as aforesaid, the Contractor shall immediately be notified thereof. Provided that such indemnity shall not apply when such infringement has taken place in complying with the specific directions issued by the Employer, but the Contractor shall pay any royalties or other charges payable in respect of any such use, the amount so paid being reimbursed to the Contractor only if the use was the result of any drawings and/or specifications issued after submission of the tender.

**CLAUSE-23: MATERIALS:**

- 23.1.1 Contractor has to arrange all material, labour and T&P etc. required for proper completion of work in due time. Delay in arrangement of material shall not be excused and suitable penalty as per **Schedule-A** or as decided by Engineer-in-charge, shall be imposed against the contractor. All material shall be approved from Engineer –in-charge prior to its delivery at site.
- 23.2 Subject to clause 31.2, the Contractor shall at his own expense provide/arrange all materials required for the bonafide use on work under the Contract except those listed and specified in **Schedule 'A'** under **SECTION- V SCHEDULE**. The quantity of such materials as stipulated in the aforesaid **Schedule 'A'** to be issued by the Employer will be that as may be actually required for the work and shall be subject to the terms and conditions as set forth in the sub-clause 23.4 *ibid*.
- 23.3 All materials to be provided by the Contractor shall be in conformity with the Specifications laid down in the Contract and the Contractor shall furnish from time to time proof and samples, at his cost, of the materials as may be specified by the Engineer-in-Charge for his approval before use in the Works. The Engineer-in-Charge shall also have powers to have such tests, in addition to those specified in the Contract, as may be required and the contractor shall carry out the same. The cost of materials consumed in such tests and also expenses incurred thereon shall be borne by the contractor in all cases except when the materials are agreed to be issued by the Employer under the contract and also where such tests which are in addition to those provided in the Contract.
- The Engineer reserves the right to waive any off the test requirements if found necessary to expedite the work or to conform to the latest and best practices as may be shown by standards prescribed by trade organizations, manufacturers or engineering societies. The Contractor would also arrange for the test of the material issued by the Nigam. However, the cost of these tests shall be borne by the Nigam.
- 23.3 The Engineer-in-Charge or his representative shall be entitled at any time to inspect and examine any materials intended to be used in or on the works, either on the site or at factory or workshop or other place(s) where such materials are assembled, fabricated, manufactured, or at any place where these are lying or from where these are being obtained. For this purpose, the contractor shall afford such facilities as may be required for such inspection and examination.
- 23.4 For the materials listed under **SECTION- V :Schedule: A**, which the Employer has agreed to issue to the Contractor for use in the work under the Contract, the Contractor shall, before 90(ninety) days of the requirement in accordance with the agreed phased programme of the construction of work(s), send a

requisition in writing to the Engineer-in-Charge. The issue of such materials shall be subject to the following terms and conditions:

- (i) All materials issued by the Employer to the contractor for use in the work shall vest in the Employer and the Contractor shall hold all such items of materials as mere custodian in trust on behalf of the Engineer-in-Charge.
- (ii) All costs, such as loading, transportation, unloading, and storage etc. whatsoever as may be required for the following activities shall be borne by the Contractor:
  - (a) From the place/point of issue by the Employer to the ultimate use for/in the works and/or
  - (b) in connection with the return of materials by the Contractor to the Employer stores, wherever necessary under the provisions of the Contract.
- (iii) The Contractor shall maintain an account of receipt and use of materials issued by the Employer each day and submits the same monthly to the Engineer-in-Charge in the form as may be prescribed by Engineer-in-Charge for the purpose of check and accounting. The Contractor shall also, from time to time, render proper account of all materials issued by the Employer.

23.5 Material provided shall be as per Technical Specification and direction of Engineer-in-charge and if found defective the same shall has to be replaced by the contractor at its own cost within three days of such direction issued from Engineer-in-charge.

23.6 **Deleted**

23.7 **Deleted**

**CLAUSE-26: Deleted**

**CLAUSE-27: Deleted**

**CLAUSE-28: Deleted**

**CLAUSE-29: Deleted**

**CLAUSE-31: Deleted**

**CLAUSE-32: FORCE MAJEURE:**

- 32.1 The term "Force Majeure" shall herein mean riots (other than among the contractor's employees), Civil Commotion (to the extent not insurable), war (whether declared or not), invasion, act of foreign enemies, hostilities, civil war, rebellion, revolution, insurrection, military or usurped power, damage from aircraft, nuclear fission, acts of God, such as earthquake (above 7 magnitude on Richter Scale), lightning, unprecedented floods, fires not caused by Contractor's negligence and other such causes over which the Contractor has no control and are accepted as such by the Engineer-in-Charge, whose decision shall be final and binding. In the event of either party being rendered unable by force Majeure to perform or any obligation required to be performed by them under this contract, the relative obligation of the party affected by such Force Majeure shall be treated as suspended for the period during which such Force Majeure cause lasts, provided the party alleging that it has been rendered unable as aforesaid, thereby shall notify within 10 days of the alleged beginning and ending thereof giving full particulars and satisfactory evidence in support of such cause.
- 32.2 On occurrence of Force Majeure, the liability of either party shall be dealt with, in accordance with the provisions of sub-clause 34.2
- 32.3 There should be a request for extension of time arising out of "Force Majeure" the same shall be considered in accordance with clause 39.

**CLAUSE 33: LIABILITY FOR DAMAGE, DEFECTS OR IMPERFECTIONS AND RECTIFICATIONS THEREOF**

- 33.1 If the Contractor or his labour or sub-contractor, injure, destroy or damage roads, fence enclosures, water pipes, cables, buildings, drains, electricity or telephone posts, wires, trees, grass line, cultivated land in the area in which they may be working or in the areas continuous to the premises on which the work or any part of it is being executed or if any damage is caused during the progress of work, the Contractor shall upon receipt of a notice in writing in that behalf from the Engineer-in-Charge, make the same good at his costs.
- 33.2 If it appears to the Engineer-in-Charge or his representative at any time during construction or reconstruction or prior to the expiration of the Defects Liability period that any work has been executed with unsound, imperfect or unskilled workmanship or that any materials or articles provided by the Contractor for



execution of the Works are unsound or of a inferior quality, or otherwise not in accordance with the Contract, or that any defect, shrinkage or other faults found in the work arising out of defective or improper materials or workmanship, the Contractor shall, upon receipt of a notice in writing from the Engineer-in-Charge, forthwith rectify or remove and reconstruct the work so specified in whole or in part, as the case may be, and/or remove the materials/articles so specified and provide other proper and suitable materials at his own expense.

- 33.3.1 If the Contractor fails to rectify, make good or remove and reconstruct the work as notified herein above, the Engineer-in-Charge shall have power to carry out such damages, defects or imperfections by any means or through any other agency or by himself at the risk and cost of the Contractor. In such a case the value of such rectification/replacement, reconstruction through such agencies shall be recovered from the Contractor from any amount due to him. The decision of Engineer-in-Charge in this regard shall be final and binding on the contractor.

**CLAUSE-34: Deleted**

**CLAUSE 35: SUSPENSION OF WORKS:**

- 35.1 The contractor shall on the order of the Engineer in- charge suspend the progress of the works or any part thereof for such time or times and in such manner as the Engineer-in-Charge may consider necessary and shall during such suspension properly protect and secure the work so far as is necessary in the opinion of the Engineer in- charge. If such suspension is:

- (a) Provided for in the Contract, or
- (b) Necessary for the proper execution of the Works or by reason of weather conditions or by some default on the part of the Contractor, or
- (c) Necessary for the safety of the Works or any part thereof.

The Contractor shall not be entitled to extra costs (if any) incurred by him during the period of suspension of the works

- 35.2 If the progress of works or any part thereof is suspended on the order of the Engineer-in-Charge for more than three months at a time the contractor may serve a written notice on the Engineer-in-Charge requiring permission within 15 days from the receipt thereof to proceed with the Works or that part thereof in regard to which progress is suspended and if such permission is not granted within that time the Contractor by a further written notice so served may (but is not bound to) elect to treat the suspension where it affects part only of the Works as an omission of such part or where it affects the whole of the Works as an abandonment of the Contract by the Employer.

**CLAUSE 36: FORECLOSURE OF CONTRACT IN FULL OR IN PART DUE TO ABANDONMENT OR REDUCTION IN SCOPE OF WORK:**

- 36.1 If at any time after acceptance of the tender the Employer decides to abandon or reduce the scope of the Works Trade for reason whatsoever and hence does not require the whole or any part of the Works to be carried out, the Engineer-in-Charge shall give notice in writing to that effect to the Contractor, and the contractor shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the works.

- (a) Any expenditure incurred on preliminary works/ trade, e.g. temporary access roads, temporary labour huts, staff quarters and site office; storage accommodation workshop, installation and dismantling of Construction Equipment (batching plant, crushing plant) and water storage tanks.
- (b) i) The Employer shall have the option to take over Contractor's materials or any part thereof, either brought to site or of which the Contractor is legally bound to accept delivery from suppliers (for incorporation in or incidental to the Work), provided, however, the Employer shall be bound to take over the material or such portions thereof as the Contractor does not desire to retain. The cost shall, however, take into account purchase price, cost of transportation and deterioration or damage which may have been caused to materials whilst in the custody of the Contractor.
  - ii) For Contractor's materials not retained by the Employer, reasonable cost of transporting such materials from Site to Contractor's permanent stores or to his other Works, whichever is less. If materials are not transported to either of the said places, no cost of transportation shall be payable.
- (c) If any materials issued by the Employer are rendered surplus, the same except normal wastage for the materials used in the works shall be returned by the Contractor to the Employer.

- (d) Reasonable compensation for transfer of T&P from Site to Contractor's permanent stores or to his other works whichever is less. If T&P are not transported to either of the said places, no cost of outward transportation shall be payable.
- 36.2 The Contractor shall, if required by the Engineer in- charge, furnish to him books of account, wage books, time sheets and other relevant documents as may be necessary to enable him to certify the reasonable amount payable under this condition.
- 36.3 If the contract termination/ fore closure is triggered on account of orders by Courts, Govt. of India and/or Govt. of Uttarakhand or due to natural calamity, no claim of contractor whatsoever due to such termination or/fore closure of contract shall be payable by the UJVN Limited and no correspondence in this regard shall be entertained.

**CLAUSE-37: TERMINATION OF CONTRACT ON DEATH:**

If the Contractor is an individual or a proprietary concern and the individual or the proprietor dies, or if the Contractor is a partnership concern and one of the partners dies, then, unless the Engineer-in-Charge is satisfied that the legal representatives of the individual Contractor or of the proprietor of the proprietary concern and in the case of partnership, the surviving partners are capable of carrying out and completing the contract, the Engineer-in-Charge shall be entitled to terminate the Contract as to its uncompleted part without the Employer being in any way liable to payment of any compensation whatsoever on any account to the estate of the deceased Contractor and/or to the surviving partners of the Contractor's firm on account of termination of the Contract. The decision of the Engineer-in-Charge that the legal representatives of the deceased Contractor or the surviving partners of the Contractor's firm cannot carry out and complete the Works under the Contract shall be final and binding on the parties. In the event of such termination, the UJVN Ltd shall not hold the estate of the deceased Contractor and/or the surviving partners of the Contractors firm liable for damages for not completing the Contract. Provided that the power of the Engineer in- charge of such termination of contract shall be without prejudice to any other right or remedy, which shall have accrued or shall accrue to him under the Contract.

**CLAUSE-38: DEFAULT BY THE CONTRACTOR AND TERMINATION OF CONTRACT IN FULL OR IN PART:**

**38.1** If the Contractor:

- i) fails or refuses to comply with the conditions of the contract or with the instructions, decision of the Engineer-in-Charge and does not remedy it or take any effective steps to remedy it immediately after a notice in writing is given to him by the Engineer-in-Charge; or
- ii) fails to prosecute or complete the Works or any item of Works with such diligence and such number of skilled and unskilled labour, plant and equipment as in the opinion of the Engineer-in-Charge will ensure its as per construction programme and within the time specified in **Schedule 'B'** or any extended time under the Contract and does not complete the Work(s) or any item of Work(s) within the period specified in a notice given in writing by the Engineer-in-Charge. In such event, the Engineer-in-Charge may communicate by written notice to the contractor his decision to terminate the Contractor's right to proceed with the entire work or such part of the work on which there has been delay; or
- iii) is engaged in corrupt or fraudulent practices in competing for or in the execution of the Contract. For the purpose of this clause
  - a) 'Corrupt Practice' means offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement or execution of Contract.
  - b) 'Fraudulent Practice' means mis-representation of fact (or as per clause 31 of ITB) in order to influence the tendering process or the execution of a Contract and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the employer of the benefits of free and open competition.
- iv) being an individual, or if a firm, any partner thereof, shall at any time be adjudged insolvent or have a receiving order or order for administration of his estate made against him or shall take any proceedings for liquidation for the purpose of amalgamation or reconstruction under any insolvency Act for the time being in force or make any conveyance or assignment of his effective or composition or arrangement for the benefit of his creditors or purport as to do, or if any application be made under any insolvency Act for the time being in force for the sequestration of his estate or if a trust deed be executed by him for benefit of his creditors; or
- v) being a company shall pass a resolution or the Court shall make an order for the liquidation of its affairs or a receiver or manager on behalf of the debenture holders shall be appointed or circumstances shall arise which entitle the Court or debenture holders to appoint a receiver or manager; or
- vi) Suffers an execution being levied on his goods; or

- vii) Assigns, transfers, sublets (engagement of labour on a piece-work basis or of labour with materials not being incorporated in the work shall not be deemed to be subletting) or attempts to assign, transfer or sublet the entire works or any portion thereof without the prior written approval of the Engineer-in-Charge.

In all above events, a notice will be served by registered post/email to contractor by the Engineer-in-charge stating the either of the reason from i) to vii). The Engineer-in-Charge, after the expiry of a period of 14(fourteen) days from the date of receipt of notice by the contractor, shall have powers to terminate the Contract in full or in part as aforesaid without prejudice to any other right or remedy which shall have accrued or shall accrue of which cancellation notice in writing to the Contractor under the hand of the Engineer- in charge shall be conclusive evidence.

- 38.3 if the contract is terminated in whole or in part, recourse may be taken to any one or more of the following actions:
- a) Forfeiture of the performance security;
  - b) upon such terms and in such manner as it deems appropriate, taking over the site and to complete the works himself or with another contractor (risk Purchase) and use the contractor's materials, equipment, temporary works as he/ they think proper.
  - c) However, the contractor shall continue to fulfill the contract to the extent not terminated.
- 38.2 The Engineer-in-Charge shall, on such termination of the contract, have powers to take possession of the site of work or in part the contract as well as the land/premises allotted to the contractor for his preliminary, enabling and ancillary works and any materials, constructional equipment, implements, stores, structures etc. thereon. The Engineer-in-Charge shall also have powers to carry out the incomplete work by any means or by himself at the risk and cost of the contractor. In such a case, cost of the work done through such agencies shall be paid to the Debitable agency and the Contractor shall pay the excess amount, if any, incurred in completing the work as aforesaid, as stipulated under sub clause 38.4 hereunder.
- 38.3 On termination of the Contract in full or in Part, the Engineer-in-Charge may direct that a part or whole of such plant, equipment and materials, structures be removed from the site of the work as well as from the land/premises allotted to the contractor for his preliminary, enabling and ancillary works, within a stipulated period. If the Contractor shall fail to do so within the period specified in a notice in writing by the Engineer-in-Charge, the Engineer-in-Charge may cause them to be sold, holding the net proceeds of such sale to the credit of the Contractor, which shall be released after completion of works and settlement of amounts under the Contract.
- 38.4 If the expenses incurred or to be incurred by the UJVN Ltd for carrying out and completing the incomplete work or part of the same, as certified by the Engineer-in-Charge, are in excess of the value of the work credited/to be credited to the Contractor, the difference shall be paid by the Contractor to the Employer. If the Contractor fails to pay such an amount, as aforesaid, within 14(fourteen) **days** of receipt of notice in writing from the Engineer-in-Charge, the Engineer-in-Charge shall recover such amount from any sums due to the Contractor on any account under this or any other contract or from his Security Deposit or otherwise.
- 38.5 The Engineer-in-Charge shall have the right to sell any or all the Contractor's unused materials, constructional equipment, implements, temporary buildings/structures etc. and apply the proceeds of sale thereof towards the satisfaction of any sums due from the Contractor under the Contract and if thereafter there may be any balance outstanding from the Contractor, the Engineer-in-Charge shall have powers to recover the same as debt.
- 38.6 All decisions/actions of the Engineer-in-Charge under this clause, as aforesaid, shall be conclusive and binding on the contractor.
- 38.7 Termination of contract by other mean**  
If the contract termination/ fore closure is triggered on account of orders by Courts, Govt. of India and/or Govt. of Uttarakhand or due to natural calamity or due to reason beyond the control of UJVN Ltd, no claim of contractor whatsoever due to such termination or/fore closure of contract shall be payable by the UJVN Limited and no correspondence in this regard shall be entertained.

**CLAUSE-39: TIME FOR COMPLETION AND EXTENSIONS:**

- 39.1 Time for Completion allowed for execution of the Works/ trade as specified in notice inviting tender.
- 39.2 However, if the work is delayed on account of:
- i) Delay in handing over of site to the Contractor as per clause 12; or
  - ii) Increase in the quantum of work to be done under the contract as per clause 18; or
  - iii) Suspension of work /trade as per clause 35; or

- iv) Rebuilding of work as per clause 34; or
- v) "Force Majeure" as per clause 32 or
- vi) Any other cause which, in the opinion of the Engineer-in-Charge is beyond the Contractor's control;

Then, immediately upon the happening of any such event as aforesaid, the Contractor shall inform the Engineer-in-charge within fourteen days (14 days) accordingly, but the Contractor shall nevertheless use constantly his best endeavors to prevent and/or make good the delay and shall do all that may be required in this regard. The Contractor shall request, in writing, for extension of time, to which he may consider himself eligible under the Contract, within fourteen days (14 days) of the date of happening of any such events as indicated above.

- 39.3 In any such case as may have arisen due to any of the events, as aforesaid, and which shall be brought out by the Contractor in writing, the Engineer-in-Charge may give a fair and reasonable extension of Time on prescribed format as per Format IV for Completion of work with a condition that the contractor shall give no claim certificate due to time extension of the contract/work, after taking into consideration the nature of the work delayed and practicability of its execution during the period of extension. Provided in the event of non-receipt of a request for such extensions from the Contractor for reasons whatsoever, the Engineer-in-Charge may, at his sole discretion and with due regard to the event, grant fair and reasonable extension of time sue-motto.

Such extensions, if admissible, shall be communicated to the Contractor by the Engineer-in-Charge in writing.

Provided that Engineer-in-charge is not bound to make any determination unless the Contractor has;

- a) within 14 days after such event has first arisen notified the Engineer-in-charge and
- b) Within 28 days or such other reasonable time as may be agreed by the Engineer – in – charge detailed particulars of any extension of Time for Completion to which the Contractor may consider himself entitled.

- 39.4 In case, if Engineer –in Charge finds the proposal of time extension is due to default of contractor, the extension of time may be granted by Engineer-in charge with penalty as per clause 40.

**CLAUSE-40: LIQUIDATED DAMAGE/COMPENSATION FOR DELAY:**

- 40.1 If the Contractor fails to complete all items of work(s) /trade in respect of any of the sub-group/group and/or work as a whole, as the case may be and as specified in NIT or any extended period under Clause 39 as may be allowed, liquidated damage shall levied at a rate 0.05 % (plus GST) of the value of the contract value per day of delay subject to a maximum of 10% (plus GST) of contract value.
- 40.2 The Employer/Purchaser without prejudice to all its other remedies under the contract may deduct from the payable Contract Price the amount of Liquidity damage (Plus GST) as calculated in above manner.
- 40.3 Once the maximum of Liquidity damage is reached, the Employer/Purchaser may terminate the contract pursuant to clause 38 of GCC (default by the contractor and termination of contract in full or in Part).

**CLAUSE-41: INSPECTION AND APPROVAL:**

- 41.1 All works / items of supply embracing more than one process shall be subject to examination and approval at each stage thereof and the Contractor shall give due notice to the Engineer-in-Charge or his authorised representative, when each stage is ready. In default of such notice, the Engineer-in-Charge shall be entitled to appraise the quality and extent thereof and the decision of the Engineer-in-Charge in this regard shall be final and binding.
- 41.2 No work/ item of supply shall be covered or put out of view without the approval of the Engineer-in-Charge or his authorized representative and the Contractor shall afford full opportunity for examination of foundations before permanent work is placed thereon. The Contractor shall give due notice to the Engineer-in-Charge or his authorized representative whenever any such work or foundation is ready for examination and the Engineer in-charge or his representative shall, without unreasonable delay, unless he considers it unnecessary and advises the Contractor accordingly, examine and measure such work or such foundations. In the event of the failure of the contractor to give such notice, he shall, if required by the Engineer-in-Charge, uncover such work at the Contractor's expense.
- 41.3 The Engineer-in-Charge or his representative shall have powers at any time to inspect and examine any part of the works and Contractor shall give such facilities as may be required for such inspection and examination.

- 41.4 The Contractor shall uncover any part of the works/ item of supply and/or make opening in or through the same as the Engineer-in-charge may from time to time direct for his verification and shall reinstate and make good such part to the satisfaction of the Engineer-in-Charge. If any such part has been covered up or put out of view after being approved by the Engineer-in-Charge and is subsequently found, on uncovering, to be executed in accordance with the contract, the expenses of uncovering and/or making openings in or through, reinstating and making good the same, shall be borne by the Employer. In any other causes all such expenses shall be borne by the Contractor.
- 41.4.1 Work executed by the firm /contractor under this bid shall be subject to third party inspection and firm shall be liable to adhere direction of such third party/quality testing and shall make good executed work as per requirement of test, at his own cost. Engineer-in-charge as per its own assessment, shall have right to enforce penalty on the contractor, if any deviation from quality standard is noticed during and after the execution/completion of the work till release of performance guarantee against the contract. Any penalty imposed on the contractor on the basis of third party inspection/quality test report shall be recovered from the any amount payable to the contractor.
- 41.4.2 There shall also be a Project Monitoring system for high value works (Contracts exceeding Rs. 100 Lakh shall be treated as high Value contracts).

**CLAUSE-42: COMPLETION CERTIFICATE:**

- 42.1 The work shall be completed to the entire satisfaction of the Engineer-in-Charge and in accordance with the time specified in NIT or any extended period under Clause 39 as may be allowed. As soon as the Works under the Contract is completed as a whole, the Contractor shall give notice of such completion to the Engineer-in-Charge. The Engineer-in-Charge, within two week of receipt of such notice, shall inspect the work and shall satisfy himself that the Work(s) has been completed in accordance with the provisions of the Contract and then issue to the Contractor a certificate of completion indicating the date of completion. If in the notice of Engineer-in-Charge there are defects in the Works or the Works are not considered to be complete, he shall issue a notice in writing to the Contractor to rectify/replace the defective work or any part thereof or complete the work, as the case may be, within such time as may be notified and after the Contractor has complied with as aforesaid and gives notice of completion, the Engineer-in-Charge shall inspect the work and issue the completion certificate in the same manner as aforesaid.
- 42.2 No certificate of completion shall be issued as stipulated under 42.1 above nor Work be considered to be completed unless the Contractor shall have removed from the work site and/or premises all his belongings/temporary arrangements brought/made by him for the purpose of execution of the work and clean the site and/or premises in all respects and made the whole of the site and or premises fit for immediate occupation/use to the satisfaction of the Engineer-in-Charge. If the Contractor fails to comply with the above mentioned requirements on or before the date of completion of the Work, the Engineer-in-Charge, may, as he thinks fit and at the risk and cost of the Contractor, fulfill such requirements and remove/dispose of the Contractor's belongings/temporary arrangements, as aforesaid, and the Contractor shall have no claim in this respect except for any sum realized by the sale of Contractor's belongings/temporary arrangements less the cost of fulfilling the said requirements and any other amount that may be due from the Contractor. If the expenditure on the aforesaid account exceed the amount realized by sale of such Contractor's belongings/temporary arrangements than the Contractor shall on demand, pay the amount of such excess expenditure.

**CLAUSE-43: DEFECTS LIABILITY PERIOD:**

- 43.1 The "Defect Liability Period" for the entire work under the Contract from the certified date of completion as per clause 42 is as
- a) Defect liability period will be 45 days from date of completion.
- 43.2 If during the Defects Liability Period any portion of the Works/ item of supply is found defective or deficient in any manner and is repaired/rectified/replaced pursuant to the defects liability provisions of the Contract, the Defects Liability Period for such portion of the Works, shall, notwithstanding anything to contrary contained herein, be operative for a further period of 6 months from the date of such repair/rectification/ replacement but shall not in any case be operative for more than 18 months from the date of completion stated in the Completion Certificate.

**CLAUSE-44: MEASUREMENTS:**

- 44.1 The Engineer-in-Charge shall except as otherwise stated ascertain and determine by measurement, the value of work/ trade done in accordance with the Contract.
- 44.2 Notwithstanding any provision in the relevant standard method of measurement or any general or local custom, measurement of work done under the Contract shall be taken in accordance with the procedure set



forth in the Technical Specifications or Bill of Quantities under the Contract. In the case of items of work, which are not covered by the Technical Specifications or Bill of Quantities, measurement shall be taken in accordance with the relevant standard methods of measurements laid down by the Bureau of Indian Standards (BIS).

- 44.3 Measurement shall be taken jointly by the Engineer in- charge or his representative and by the Contractor or his authorised representative.
- 44.5 Before taking measurement of any works, the Engineer in- charge or his representative, shall give a reasonable notice to the Contractor. If the Contractor fails to attend or send an authorised representative for measurement after such a notice or fails to countersign or to record the objection within a week from the date of taking the measurements, then in that event the measurements taken by the Engineer in- charge shall be taken to be correct and final measurements of such work.
- 44.6 The Contractor shall, without extra charge, provide assistance with every appliance, labour and other appliances (theodolite, level etc.) and things necessary for measurement.
- 44.7 Measurement shall be signed and dated by both parties on the Site on completion of measurement. If the Contractor objects to any of the measurements recorded by the representative of the Engineer-in-Charge a note to that effect shall be made in the measurement book against the item objected to and such note shall be signed and dated by both parties engaged in taking the measurement. The decision of the Engineer-in-Charge on any such dispute or difference or interpretation shall be final and binding on the contractor in respect of all contract items, substituted items, extra items and deviations. Provided that items of work which are not susceptible to measurement at the later date must be measured jointly and signed accordingly by both the parties at the time of execution of such items.

#### **CLAUSE- 45 PAYMENTS**

**A** No payment will be made against advance payment by Employer to contractor

#### **B: PAYMENT ON ACCOUNT:**

- 45.1 Running Account / Interim bills shall be submitted by the Contractor monthly on or before the date fixed by the Engineer-in-Charge for the work executed. The Engineer-in-Charge shall then verify the bills with reference to the measurements recorded in the measurement book(s).
- 45.2 Payment on account for amount admissible shall be made on the Engineer-in-Charge certifying the sum to which the contractor is considered entitled by way of interim payment for the work executed, after deducting therefrom the amounts already paid, the security deposit and such other amounts as may be withheld/deductible or recoverable in terms of the Contract.
- 45.3 Payment of the Contractor's bills shall be made by the Employer within 60 days from the date of submission of the bill subject to the acceptance of the Engineer in- charge.
- 45.4 Payments due to the Contractor shall be made by crossed cheque or through RTGS/NEFT as per the bank account detail provided by the contractor.
- 45.5 Any interim bills given relating to work done or materials delivered, may be modified or corrected by any subsequent interim bills or by the final bill. No certificate(s) of the Engineer-in-Charge supporting an interim payment shall itself be conclusive evidence that any work or materials to which it relates is/are in accordance with the Contract.
- 45.6 There should be a request for extension of Time for completion, pending its consideration; interim payments shall continue to be made as provided herein.
- 45.7 In case of disputed items for which payment has been withheld, the Engineer-in-charge will intimate to the Contractor in writing the details of such disputed items. The Contractor shall submit in writing the clarifications / modifications in regard to these disputed items to the Engineer-in-charge. After receipt of such clarifications / modifications and acceptance thereof by the Engineer-in-charge payment on receipt of such disputed items shall be released within 30 days thereafter.
- 45.8 Deleted
- 45.9 All interim/progress payments before final payment shall be regarded as provisional payments only and not as payment for work actually completed and shall not preclude defective /imperfect/incomplete work to be removed. Any interim/progress payment will not be considered as an admission by the employer of due performance of the contract or any part thereof by the contractor nor shall it preclude, determine or affect in any way the powers of the Purchaser/Employer under these conditions or in any other way vary or affect the contract.

**45.10 No claim Certificate**

The contractor will submit a 'No Claim Certificate' to Engineer-in-Charge/UJVN Ltd before

- (i) Final payment under the contract
- (ii) Release of Performance Security
- (iii) Release of Bank Guarantee in lieu of Performance Security
- (iv) In lieu of time extension, variation and extra item

**45.11 INTERMEDIATE/RUNNING ACCOUNT PAYMENT:**

From each Intermediate/RA Bill shall be processed for payment with following deductions/recoveries/Retention

- (a) Ninety Five percent (95%) of the running bill value shall be paid on regular interval after satisfactory performance of work. Deducted amount 5% towards security deposit shall only be refunded to contractor after completion of Defect liability period. (Clause 3.3 General Condition of Contract)
- (b) In case, item or its part(s) executed at site found unsatisfactory, an amount may be retained by Engineer-In-Charge from running bill(s) or final bill. The retention money shall only be released unless the Engineer-In-Charge is satisfied that unsatisfactory item of work has been replaced in its best way
- (c) From each running bill/final bill following deductions are mandatory-
  - i. Tax Deduction at Source towards Income tax, GST & Labour cess etc. at the rate prevailed concurrency of contract.
  - ii. Deduction towards royalty as per the government rules and guidelines.
  - iii. Any other deductions towards new statutory taxes/duties if levied in future OR change in tax/duties/levies rate as stipulated in Appendix of Clause-47; shall be governed by clause 47.1 & 47.2 of General Condition of Contract.
- (d) Recovery against material issued to contractor, if any, at a rate stipulated in Schedule-A
- (e) Retention in lieu of time extension till time extension not granted by the Engineer-In Charge of UJVNL at a rate as per Clause-40 of GCC
- (f) Before making first payment, contractor is required to submit his PAN/TIN/GST to payment unit of UJVNL.

**C. No Interest on Any Dues:**

No interest shall be payable by UJVN Ltd on amounts due to contractors pending final settlement of claim. Further no interest shall be payable by UJVN Ltd on any delayed amount /payment/Earnest money deposit/ Performance security/ Security deposit/or any other withheld/retained amount.

- a. **No claim for delayed payment due to dispute etc.** – The Contractor agrees that no claim for interest or damages will be entertained or payable by the UJVN Limited in respect of money or balances which may be lying with the UJVN Limited owing to any disputes, differences or misunderstandings between the parties or in respect of any delay or omission on the part of the Engineer-in-charge in making intermediate or final payments or in any other respect whatsoever.
- b. **Interest on money due to the contractor** – No omission on the part of the Engineer-in-charge to pay the money due upon the measurement or otherwise shall vitiate or make void the contract, nor shall the contractor be entitled to interest upon any guarantee or payments in arrears nor upon any balance which may on the final settlement of his accounts be due to him."

**CLAUSE-46: PRICE ADJUSTMENT:**

Consideration of Consumer Price Index (CPI) and Whole Sale Price index (WPI) are not applicable to this contract and as such no escalation of rates over the finally accepted rates for execution of the work shall be allowed during the entire contract period or extension thereof. However variation in rates (increased or decreased) due to variation in quantities of individual item of work shall be governed by **Clause-18 "DEVIATION" of GCC.**

**CLAUSE-47: TAXES, DUTIES AND LEVIES ETC:**

- 47.1 All existing customs duty, Import duty, business taxes, Income tax, labour cess or any other tax or duty or levy such as Octroi, Royalty that may be levied in accordance with laws and regulation in force the last date of submission of price bid that the Contractor has to pay on the Contractor's equipment, plant, materials and supplies (permanent, temporary and consumables) acquired for the purpose of the Contract and for the services performed under the Contract shall be payable by the Contractor, and the Employer shall not entertain any claim in this regard. The rate quoted by the Contractor shall be deemed to be inclusive of all such taxes, duties, levies, royalty etc except GST which shall be paid extra as applicable.. Any statutory

variation in the rate of aforesaid taxes, if any, during the continuation of the Contract including extension thereof shall be account for to the employer and contractor.

- 47.2 "However, if a New Tax or Duty or Levy, other than those existing on 28 days before the date of submission of price bid i.e. \_\_\_\_\_ (date to be entered in Agreement) is imposed in India under a statute or law during the continuation of the Contract and the Contractor becomes legally liable there under to and actually pays the same for bonafide use on the Works contracted, then the Contractor shall immediately inform the Engineer-in-Charge in this regard. The Employer will reimburse the same to the Contractor on production of satisfactory proof of payment, provided that the amount thus claimed is not paid under Price variation clause 46 of General Conditions of the Contract. Changes in the rate of deductions towards advance tax rates of Income Tax or any other tax payable to appropriate authorities shall not be construed as a change in the rate(s) of taxes and will not be subject to adjustment.
- 47.3 The Contractor's staff and labor will be liable to pay personal income taxes in respect of such of their salaries and wages as are chargeable under the laws and regulations for the time being in force, and the Contractor shall perform such duties in regard to such deductions thereof as may be imposed on him by such laws and regulations.
- 47.4 Taxes will be deducted as per statutory laws applicable at the time of payment against the contract. . The contractor shall be liable to pay input credit if any, to the employer as per the prevailing GST rules & regulations.

**CLAUSE-48: PAYMENT OF FINAL BILL:**

- 48.1 The final bill shall be submitted by the Contractor within one month of the date fixed for completion of the Work or of the date the Certificate of Completion furnished by the Engineer-in-Charge. No further claim in this regard unless as specified herein under shall be entertained. Payment shall be made within **3 months**, of the submission of Final bill. If there shall be any dispute about any item or items of the work then the undisputed item or items only shall be paid within the said period of **three months**. The Contractor shall submit a list of the disputed items within thirty days from the disallowance thereof and if he fails to do so, his claim shall be deemed to have been fully waived and absolutely extinguished. Provided further the Employer shall not be liable to the Contractor for any matter or thing arising out of or in connection with the Contract or execution of the Works, unless the Contractor shall have included a claim in respect thereof in his Final Bill.
- 48.2 While paying the final Bill, following deductions shall be made:
- From each Intermediate/RA Bill shall be processed for payment with following deductions/recoveries/Retention
- (a) Ninety Five percent (95%) of the running bill value shall be paid on regular interval after satisfactory performance of work. Deducted amount 5% towards security deposit shall only be refunded to contractor after completion of defect liability period (Clause 3.3 General Condition of Contract).
- (b) In case, item or its part(s) found unsatisfactory, an amount may be retained by Engineer-In-Charge from running bill(s) or final bill. The retention money shall only be released unless the Engineer-In-Charge is satisfied that unsatisfactory item of work has been replaced in its best way.
- (c) From each running bill/final bill following deductions are mandatory-
- i. Tax Deduction at Source towards Income tax, GST & Labour cess etc. at the rate prevailed concurrency of contract.
- ii. Deleted
- iii. Any other deductions towards new statutory taxes/duties if levied in future OR change in tax/duties/levies rate as stipulated in Appendix of Clause-47; shall be governed by clause 47.1 & 47.2 of General Condition of Contract.
- (d) Recovery against material issued to contractor, if any, at a rate stipulated in **Schedule-A**
- (e) Retention in lieu of time extension till time extension not granted by the Engineer-In Charge of UJVNL at a rate as per Clause-40 of GCC .
- (f) In case extension sought by the contractor is rejected by the Engineer-In-Charge, whole retention amount in lieu of time extension will be withheld on account of clause 40-GCC.

**CLAUSE-49: OVER PAYMENT AND UNDER PAYMENT:**



## Tender 26/EE/PCM/Dhalipur/2025-26.

- 49.1 Whenever any claim whatsoever for the payment of a sum of money to the Employer arises out of or under this Contract against the Contractor, the same may be deducted by the Employer from any sum then due or which at any time thereafter may become due to the Contractor under this Contract and failing that under any other contract with the Employer or from any other sum whatsoever due to the contractor from the Employer or from his security deposit, or he shall pay the claim on demand.
- 49.2 The Employer reserve the right to carry out post- payment audit and technical examination of the final bill including all supporting vouchers, abstracts, etc. The Employer further reserves the right to enforce recovery of any overpayment when detected, notwithstanding the fact that the amount of the final bill may be included by one of the parties as an item of dispute before an arbitrator appointed under clause 55 of this Contract and notwithstanding the fact that the amount of the final bill figures in the arbitration award.
- 49.3 If as a result of such audit and technical examination any overpayment is discovered in respect of any work done by the Contractor or alleged to have been done by him under the Contract, it shall be recovered by the Employer from the Contractor by any or all of the methods prescribed above, and if any under-payment is discovered, the amount shall be duly paid to the Contractor by the Employer.
- 49.4 Provided that the aforesaid right of the Employer to adjust overpayments against amounts due to the Contractor under any other contract with the Employer shall not extend beyond the period of two years from the date of payment of the final bill or in case the final bill is a MINUS bill, from the date the amount payable by the Contractor under the MINUS final bill is communicated to the Contractor.
- 49.5 Any sum of money due and payable to the Contractor (including the security deposit returnable to him) under the Contract may be withheld or retained by way of lien by the Engineer-in-Charge or Employer against any claim of the Employer or such other person or persons in respect of payment of a sum of money arising out of or under any other contract made by the Contractor with the Engineer-in-Charge or Employer or with such other person or persons.

The sum of money so withheld or retained under this clause by the Engineer-in-Charge or Employer will be kept withheld or retained as such by the Engineer in- Charge or Employer or till his claim arising out of in the same Contract or any other contract is either mutually settled or determined by the arbitrator under Clause 54 hereof, or by the competent court.

### **CLAUSE-50: CONTRACT MATTERS TO BE TREATED AS CONFIDENTIAL:**

- 50.1 All documents, correspondence, decisions and orders concerning the Contract shall be considered as confidential and/or restricted in nature by the Contractor and he shall not divulge or allow access to them by any unauthorized person.
- 50.2 The Contractor shall take necessary steps to ensure that all persons employed on any work in connection with this Contract have noted that the Indian Official Secret Act, 1923 (XIX of 1923) applies to them and shall continue so to apply even after the execution of such Works under the Contract.

### **CLAUSE-51: LAWS GOVERNING THE CONTRACT:**

Unless otherwise hereinafter provided, this Contract shall be construed, interpreted and governed by laws of India.

### **CLAUSE-52 : DISPUTE AVOIDANCE & RESOLUTION MECHANISM:**

- 52.1.1 If any dispute, difference or controversy shall at any time arise between the contractor on the one hand and the Engineer-in-Charge on the other touching out of this the contract, or as to the true construction, meaning, and intent or any part or condition of, or payment for the same, or as to the true intent, meaning, interpretation, construction or effect of the clauses of the contract, specifications or drawings any of them, or as to anything 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 of the contract, or as to obviating or compensating for the commission of any such breach, or as to any other matter or thing, whatsoever connected with or arising out of the contract, and whether before or during the progress or after the completion of the contract, such question, difference or dispute shall be referred for adjudication to the 'Dispute Resolution Mechanism' elaborated herein under.
- 52.1.2 Any dispute arising out at any time between the contractor on the one hand and the Engineer-in-Charge on the other within four-corners of the contract and not resolved at the Engineer-in-Charge in that case such question, difference or dispute shall be referred for adjudication in following order:

i. Negotiation/ Mutual Consultation ii. Conciliation by Sole Conciliator	}	<i>Internal Mechanism for Dispute Resolution</i>
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### **52.1.3 PROCEDURE FOR CLAIMS:**

52.1.3.1 Except as otherwise provided in any other provision of the Contract, if the Contractor intends to claim any additional payment pursuant to any Clause of these Conditions or otherwise, he shall give claim notification to the Engineer-in-charge, within 15 days from the day when Contractor became aware of the event and circumstances giving rise to the claim has first arisen.

52.1.3.2 Upon the happening of the event referred to in Sub-Clause 52.1.3.1, the Contractor shall keep such contemporary records as may reasonably be necessary to support any claim he may subsequently wish to make. Without necessarily admitting the Employer's liability, the Engineer-in-Charge shall, on receipt of a notice under Sub- Clause 52.1.3.1, inspect such contemporary records and may instruct the Contractor to keep any further contemporary records as are reasonable and may be material to the claim of which notice has been given. The Contractor shall permit the Engineer-in-Charge to inspect all records kept pursuant to this Sub-Clause and shall supply him with copies thereof as and when the Engineer-in-charge so instructs.

52.1.3.3 Within 90 days from the day when Contractor became aware of the event and circumstances giving rise to the claim has first arisen under Sub-Clause 52.1, the Contractor shall send to the Engineer-in-Charge an account, giving detailed particulars of the amount claimed and the grounds upon which the claim is based. For further clarification Engineer-in-Charge may ask more documentary proof/ accounts regarding claimed amount, and contractor within a 14 (fourteen days) shall send further documents /accounts to the Engineer-in-Charge.

Further, where the event giving rise to the claim has a continuing effect, such account shall be considered to be an interim account and the Contractor shall, at such intervals as the Engineer-in-Charge may reasonably require, send further interim accounts giving the accumulated amount of the claim and any further grounds upon which it is based. In cases where interim accounts are sent to the Engineer-in-Charge, the Contractor shall send a final "account within 30 days of the end of the effects resulting from the event. The Contractor shall, if required by the Engineer-in-Charge to do so, also send the copy of all accounts to the Employer which have sent to the Engineer-in-Charge pursuant to this Sub-Clause.

52.1.3.4 The Contractor shall be entitled to have any interim payment certified by the Engineer-in-Charge pursuant to Clause 52.1.3.1 such amount in respect of any claim as the Engineer-in-Charge, may consider due to the Contractor provided that the Contractor has supplied sufficient particulars to enable the Engineer-in-Charge to determine the amount due. If such particulars are insufficient to substantiate the whole of the claim, the Contractor shall be entitled to payment in respect of such part of the claim as such particulars may substantiate to the satisfaction of the Engineer-in-Charge. The Engineer-in-Charge shall notify the Contractor of any determination made under this Sub-Clause.

**52.1.4 SUM PAYABLE BY WAY OF COMPENSATION TO BE CONSIDERED AS REASONABLE WITHOUT REFERENCE TO ACTUAL LOSS:**

All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation without reference to the actual loss or damage sustained and whether or not damage shall have been sustained.

**52.2 DISPUTE RESOLUTION BY INTERNAL MECHANISM**

Any dispute arising out at any time between the contractor on the one hand and the Engineer-in-Charge on the other within four-corners of the contract and could not be resolved at the Engineer-in-Charge level, shall first be resolved through Internal Mechanism for Dispute Resolution set by the Employer. This mechanism is basically conciliation in nature whereby dispute between the parties is resolved out of the court with amicable dispute settlement process. With the assistance of the negotiator / conciliator who acts as a neutral third party.

**52.2.1 DISPUTE RESOLUTION BY NEGOTIATION/CONCILIATION**

- i. If the dispute is not resolved at Engineer-in-Charge level, the claim shall be referred to concerned GM within 15 days from the date the claim is denied by Engineer in Charge on the request of contractor through written communication and a meeting will be convened at GM level in UJVN Ltd. wherein authorized representatives of both parties shall discuss all issues. At this level, parties shall put up their views and documentary proof related to work within contractual obligation and clauses binding to both parties. Both parties should try to negotiate with a view to reconcile the disputes and look for solutions. The higher authority shall try to bring both parties on a consensus solution and record the deliberation in detail.
- ii. The process shall be completed in 60 days. However if any party is not satisfied with the decision, the aggrieved party to the case, in next 15 days from the date of decision by the said higher authority through written communication, may refer its claim for conciliation by sole conciliator.

If negotiation does not resolve the dispute between the parties the aggrieved party, within a period of 15 days from the date of failure to resolve the same through mutual consultation, shall notify the other party in writing about such a dispute it wishes to refer for conciliation.

**52.2.2 DISPUTE RESOLUTION BY CONCILIATOR**  
**I. Commencement of Conciliation**

- i. If negotiation at the level of UJVNL higher authority does not resolve the dispute between the parties and engagement of a third party seems inevitable to amicably solve the disputes, the dispute shall be referred to Conciliation by Sole Conciliator under provision of Part-III of Arbitration & Conciliation Act 1996 & subsequent amendment.
- ii. The party initiating conciliation shall send to the other party a written invitation to such invitation for Conciliation containing sufficient information of the dispute to enable the other party to be fully informed as to the nature, amount of the claim, if any, and apparent cause of action.
- iii. If the party initiating Conciliation does not receive any reply within thirty days from the date for Conciliation request, or within such other period as specified in the request, it shall be treated as rejection of the request for conciliation by the other party and the aggrieved party shall have right to take any alternative action available under the contract.
- iv. If the other party rejects the invitation, there will be no Conciliation proceedings.
- v. During concurrency of Conciliation proceedings, either of the parties shall not invoke the disputes in any other forum or Court of law.

## **II. Appointment of Sole Conciliator**

- i. The Sole conciliator shall be appointed from the empanelled members of UJVNL.
- ii. The members may be empanelled as per eligibility criteria laid down under section 43 of Arbitration & Conciliation Act 1996 & subsequent amendment or from the panel of experts approved by UJVNL.
- iii. Aggrieved party, within a period of 15 days from the date of failure to resolve the same through mutual consultation, shall notify the other party in writing about such a dispute it wishes to refer for Conciliation. Such Invitation for Conciliation shall contain sufficient information as to the dispute to enable the other party to be fully informed as to the nature of the dispute, amount of the monetary claim, if any, and apparent cause of action.
- iv. If Conciliator is not appointed until the request for Conciliation is initiated, Engineer in charge will initiate the case for appointment of Conciliator within a week from receiving the proposal for conciliation. After appointment of Conciliator by competent authority of UJVNL Limited, Engineer in charge will notify the same to the other party.
- v. The contractor will submit his consent for the appointed Sole Conciliator as per provision of Arbitration & Conciliation Act 1996 & subsequent amendment.

## **III. Fee of the Conciliator**

Fee of conciliators as approved by UJVNL, subject to condition that it will not exceed the fee schedule given in the Arbitration & Conciliation Act 1996 & subsequent amendment. The cost of Conciliation proceedings including but not limited to fees for Conciliator, cost towards Air/Train/Car travel, Local transport, fooding & lodging, conference facility etc., as per convenience of conciliator, shall be paid as determined by UJVNL from time to time and shall be paid equally by the parties to the dispute.

## **IV. Submission of Claim to the Conciliator**

- i. The party seeking conciliation shall submit dispute issues with and related documents to Conciliator with a copy of claim to other party within a period of 14 days from the date of appointment of Conciliator. Preferably the aggrieved part shall provide statement of disputes in the following format:
  - a. Chronology of the dispute.
  - b. Brief of the contract.
  - c. Brief history of the dispute.
  - d. Issues.

S. No.	Description of Claims / Counter Claims	Amount (in foreign currency/ INR)	Relevant Contract Clause

- e. Details of Claim(s)/Counter Claim(s)
- f. Basis/Ground of claim(s)/counter claim(s) (along with relevant clause of contract).
- g. Other relevant information with respect to claim/dispute.
- h. The legal basis for the claim, whether based on a term of the Contract or otherwise, and if based on a term of the Contract, clearly identifying the specific term
- i. The facts relied upon in support of the Claim in sufficient detail to permit verification
- j. Details of the amount claimed and how it has been calculated

Note: Statement of claims shall be restricted to maximum limit of 20 pages.

- ii. The parties shall be represented by their in-house employees. No party shall be allowed to bring any advocate or outside consultant/advisor/agent to contest on their behalf. Ex-officers of UJVNL who have handled the subject matter in any capacity shall not be allowed to attend and present the case before Conciliator on behalf of contractor. However, ex-employees of parties may represent their respective organizations. Parties shall not claim any interest on claims/counter-claims from the date of notice invoking Conciliation till execution of settlement agreement, if so arrived. In case, parties are unable to reach a settlement, no interest shall be claimed by either party for the period from the date of notice invoking Conciliation till the date of recommendations by Conciliator and 30 days thereafter in any further proceeding.

#### **V. Conciliation Proceedings**

- i. All the conciliation proceedings shall be governed by Arbitration and Conciliation Act 1996 and subsequent Amendment, if any. However, the conciliator does not have the right to enforce its decisions. Conciliation is an informal process to resolve dispute between parties with a 'Round – Table' discussion where Conciliator is allowed to discuss issues in dispute, develop all alternatives to help the parties bring them in a mutually agreed out come
- ii. During the conciliation process, if it appears to the conciliator that there exists an element of settlement, which may be acceptable to both parties, he/she shall formulate terms of possible settlement & submit them to parties for their observation. Conciliator may communicate to parties orally or in writing. Conciliator may meet and discuss the issues with the parties together or with each of them separately
- iii. Conciliator will conclude its proceedings in maximum 10 meetings, and give its recommendations within 90 days to 180 days of its first meeting depending upon the claim amount & documentation involved. Conciliator will give its recommendations to both the parties recommending possible terms of settlement.
- iv. Conciliator may grant variation in the time limits mentioned for various steps to be taken by either party during proceedings of Conciliation, based on genuine reasons/grounds. Managing Director, UJVNL may extend the time/number of meetings, in exceptional cases, if Conciliator requests for the same with sufficient reasons.
- v. The parties shall keep confidential all matters relating to the Conciliation proceedings. Parties shall not rely upon them as evidence in arbitration proceedings or court proceedings.
- vi. Parties are free to terminate Conciliation proceedings at any stage as provided under the Arbitration & Conciliation Act 1996 & subsequent amendment
- vii. If the parties reach to a mutual consensus during the conciliation proceedings, a Settlement Agreement under section 73 of the Arbitration & Conciliation Act 1996 & subsequent amendment will be drafted within 15 days of contractor's acceptance and same shall be authenticated by the Conciliator. Provided that draft settlement agreement is approved by competent authority of UJVNL.  
Once settlement agreement between Engineer in-charge on behalf of UJVNL Ltd and contractor is finalized & agreed by both party, the settlement agreement shall be signed by both parties (between Engineer in-charge on behalf of UJVNL Ltd and contractor)

#### **52.3. APPEAL AGAINST CLAIM / SETTLEMENT**

Each party who is not satisfied with the said conciliation process/settlement agreement may appeal to court of Law. The appellant court in case of civil suit will be the District court of the project area and in case of commercial suit will be Commercial Court at Dehradun.

#### **CLAUSE 53: BREAKUP OF LUMP SUM ITEMS**

For the purposes of statements submitted in accordance with Sub-Clause 45, the Contractor shall submit to the Engineer-in-Charge, a break-up for each of the lump sum items contained in the Tender. Such break-ups shall be subject to the approval of the Engineer-in-Charge.

#### **CLAUSE 54: DEFECTS LIABILITY PERIOD & UNFULFILLED OBLIGATIONS**

The Contract shall not be considered as completed until a Defects Liability Certificate shall have been signed by the Engineer-in-Charge and delivered to the Contractor, stating the date on which the Contractor shall have completed his obligations to execute and complete the Works and remedy any defects therein to the Engineer-in-Charge's satisfaction. The Defects Liability Certificate shall be given by the Engineer-in-Charge within 28 days after the expiration of the Defects Liability Period.

Notwithstanding the issue of the Defects Liability Certificate the Contractor and the Employer shall remain liable for the fulfillment of any obligation incurred under the provisions of the Contract prior to the issue of the Defects Liability Certificate which remains unperformed at the time such Defects Liability Certificate is issued and, for the purposes of determining the nature and extent of any such obligation, the Contract shall be deemed to remain in force between the parties to the Contract.

**Clause 55: ENVIRONMENTAL AND ECOLOGICAL BALANCE**

The Contractor shall be required to ensure that there shall be no indiscriminate felling of trees by him or his labourers or their family members and he will be solely responsible for their acts in this regard. The Contractor shall try to maintain ecological balance by preventing deforestation, water pollution and defacing of natural landscape in the vicinity of work areas. The Contractor shall so conduct his construction operations as to prevent an unnecessary destruction of, scarring or defacing the natural surroundings in the vicinity of the work area. In order to maintain the ecological balance, the Contractor shall specifically observe the following instructions:

- a) Where unnecessary destruction, scarring, damage or defacing may occur as a result of the Contractor's operation, the same shall be repaired, replanted or otherwise corrected at the Contractor's expense. The Contractor will prevent scattering of rocks and other debris outside the work areas. All work areas shall be smoothed and graded in a manner to conform to the natural appearance of the landscape as directed by the Engineer-in-Charge.
- b) All trees and shrubs, which are not specifically required to be cleared or removed for construction purposes, shall be preserved and shall be protected from any damage that may be caused by the Contractor's construction operation and equipment. The removal of trees or shrubs will be permitted only after prior approval by the Engineer-in-charge. Special care shall be exercised where trees or shrubs are exposed to injuries by construction equipment, blasting, and excavating, dumping, chemical damage or other operation and the Contractor shall adequately protect such trees by use of protective barriers or other methods approved by the Engineer-in-Charge. Trees shall not be used for anchorage.
- c) The Contractor's construction activities shall be performed by methods that will prevent entrance or accidental spillage of solid matter contaminants, debris and other objectionable pollutants and wastage into river. Pollutants and wastes shall be disposed of in a manner and at sites approved by the Engineer in-Charge. The Contractor shall fully comply with Water (Prevention and Control of Pollution) Act, 1974 section -33(A).
- d) In the Conduct of construction activities and operation of equipment, the Contractor shall utilize such practicable methods and devices as are reasonably available to control, prevent and otherwise minimize air pollution. The contractor shall fully comply with Air (Prevention and Control of Pollution) Act, 1981 section -31(A).
- e) Burning of materials resulting from clearing of tree, bush, combustible construction materials and rubbish may be permitted only when atmospheric conditions for burning are considered favorable.
- f) Separate payment will not be admissible to the Contractor for complying with the provisions of this clause and all costs shall be deemed to have been included in the ITEM OF RATE mentioned in the Bill of Quantities. If any provision(s) is not complied with, within a reasonable time even after issue of a notice in this respect, the necessary actions would be carried out by the Engineer-in-charge at the cost of the Contractor.

**Clause 56: GENERAL**

- 56.1 Save and except as expressly provided elsewhere in this Contract all costs, expenses, charges and liabilities for the completion of the Works in accordance with the Contract and/or for the due and faithful performance and/or the fulfillment of all of the Contractor's obligations under the Contract including furnishing of bank guarantees to the Employer pursuant to the Contract shall be to the account of and be borne by the Contractor and shall be deemed to be included in the unit rates provided for in the Bill of Quantities and the Employer shall not be liable in any manner whatsoever therefore.
- 56.2 Whenever any claim whatsoever for the payment of a sum of money to the Employer arises out of or under this contract against the Contractor, the same may be deducted by the Employer from any sum then due or which at any time thereafter may become due to the Contractor under this Contract and failing or under any other contract between the Employer and the Contractor or from any other sum whatsoever due to the Contractor from the Employer or from his Security Deposit or he shall pay the claim on demand.

**Clause: 57: Banning/Debarring of the Bidders/ Contractors**

- 57.1 Indulging in unfair / corrupt practice in tender process
- 57.2 Indulging in bid rigging or collusive bidding
- 57.3 Subcontracting of whole or part of supply/ work without permission of Employer/UJVN Ltd
- 57.4 Tampering with downloaded bid document form the website.

### **Tender 26/EE/PCM/Dhalipur/2025-26.**

In case it is found that the tenderer has submitted false information, fabricated information or incorrect information related to pre-qualification criteria of the tender then the tender will be rejected and the tenderer will be debarred to participate in other tenders of UJVN Ltd

- (i) First time for one year
- (ii) and for seven years for repetition in submission of false information, fabricated information or incorrect information related to pre-qualification criteria in any tender of UJVN Ltd..

SIGNATURE OF CONTRACTOR

Office Inviting Tender

**SECTION-IV**

**SPECIAL CONDITIONS OF CONTRACT**



## **SPECIAL CONDITION OF CONTRACT**

These special conditions shall be read and construed along with General Condition of Contract modified by the provisions hereof. But if there be any conflict or inconsistency between the Special Condition and General Conditions then special conditions shall prevail.

### **A. SCOPE OF WORK:**

#### **1. GENERAL:**

- 1.1 Scope of this tender covers the work in totality for which tendering is intended. Items of work mentioned in bill of quantity (Section VII) form the work in general. Each individual item shall be executed as per technical specification or as per the direction of Engineer-In- Charge in such a way that it completes the work in proper way. Scope of work will remain in existence until unless the work for which tendering is intended, is completed properly as per General condition of contract, Special condition of contract and technical specification. A prior visit to site is essential before submitting the tender.
- 1.2 After receiving LOI, contractor shall authorize his site representative, who will be responsible to contractor and will keep close liaison with the concerned J.E/A.E for taking day to day instructions at site whether verbal or in writing, regarding emergency work or routine work.
- 1.3 All materials used in above tender should be approved by the E/I of the work before taking into use
- 1.4 Contractor or his authorized representative shall keep close liaison daily with concerned J.E. /A.E. for taking day to day instructions progress/complaints pertaining to the work
- 1.5 Contractor has to follow the labour rules, other rules applicable for this type of work and statutory rules laid by GOUK/GOI.

The scope of work stipulated above is not confined to particular site, on requirement or in emergent situation, contractor may be asked to execute the work at other site within eight Kms from the site under scope of tender

#### **2. EXCLUSIVE:**

- 2.1 Under Scope of this work contractor has to execute the work of “**Supply of Toner Cartridges to the Office of the Dy.GM (CM), Dy. CAO and E E (PCM), Dhalipur** ” as & when asked by the E/I.
- 2.2 Contractor has to arrange all materials, T&P for completion of work properly or as per directions of Engineer I/C
- 2.3. **PROPOSED SCHEDULE OF WORK:**
  1. As per Schedule–C Price Bid.

### **E. TERMS & CONDITIONS OF PAYMENT**

#### **1. PRICES:**

- a. Prices shall be firm during the currency of the contract as specifically indicated in contract Document.
- b. **The Bidder shall quote his rates for all items required for complete work. The rate quoted by the contractor shall be deemed to be inclusive of all such taxes & duties levies, royalty and incidental charges and shall also include cost towards boarding, lodging and transportation of contractor's staff and labour, which shall be the responsibility of the contractor only etc except GST which shall be paid extra as applicable.(refer clause -47 of GCC) The above charges shall remain firm during the continuation of the Contract and changes, if any shall be governed by clause-47.1 & 47.2 of GCC.**
- c. Rate of each item of work shall only payable to contractors after completion of work as per site requirement/ as per technical specification or as per direction of Engineer In- charge or his representative, otherwise **clause 4** of SCC shall be imposed on contractor.

#### **2. PENALTY:**

- a. Liquidated damage shall be as per charged as per **Clause -40 of GCC.**
- b. If any day, it is found at site that contractor has deployed lesser material / man power and machinery at site which is unable to perform the work within time frame then penalty shall be imposed by Engineer –In – Charge on his discretion, penalty thus imposed shall be charged from contractor's forthcoming bill.
- c. In case contractor fails to achieve desired progress as per **Schedule-B**, Liquidated Damage may be imposed accordingly.

**3. REMOVAL OF DEFECTIVE MATERIAL:**

Material used at site shall be as per Technical specification and direction of Engineer –In – Charge and if found defective the same shall not be allowed to use at site and Contractor has to remove the defective material from site at his own cost within three days of such direction issued by Engineer –In – Charge.

**4. PAYMENT**

All intermediate/Running account and final payment shall be processed as per Clause-45 & 48.

**F. TERMS AND CONDITIONS OF PRICE BID:**

- a. Bidders are advised to go through General condition/special condition/ Schedules/Technical specification/safety manual/ tender Drawing before quoting their rates. A prior site visit is also advisable
- b. Quantity of work may vary up to any extent on either side and no extra rate shall be paid towards variation of quantity.
- c. **Rates** quoted shall be inclusive of cartage, loading, unloading, insurance during transportation etc and other miscellaneous expenditures.
- d. **The** rate quoted shall be considered exclusive of GST & inclusive of all other taxes & duties such as royalty, I.T., excise duty, Labour Cess, EPF & insurance of labors etc at prevailing rates at the time of submission of '**FINANCIAL BID**'. GST shall be paid extra as applicable.
- e. All work shall be carried out as per technical specification and as per instructions of Engineer-in-charge.
- f. Bidder has to enter only **Item Rate** in Bill of Quantity. Lump- Sum rates shall not be considered in any case and tender shall be rejected without giving any reason.
- g. Bidder shall not write anything on Bill of Quantity except rate. After quoting rates on bill of quantity nothing shall be added or deducted by the bidder from quoted rates, such practice shall not be accepted and only quoted rates shall be considered for bidding

**G. GENERAL:**

In case of any discrepancy in terms and conditions, order of precedence shall prevail as per clause -2 of General Condition of Contract. However, if interpretation of any term and condition is not cleared from General Condition of Contract, Special Condition of Contract, Price Bid, Technical Specification; decision of Engineer- In- Contract shall be final and binding to contractor.

**Signature of Contractor**

**Office Inviting tender**

**SECTION-V**  
**SCHEDULES**

## SCHEDULE-A

## ISSUE OF DEPARTMENTAL MATERIALS TO THE CONTRACTOR

**(Refer Clause 23 of General Conditions of Contract)**

[illegible]

**PERIOD OF COMPLETION AND INTERMEDIATE MILESTONE**

(See Clause-39 of GCC)

**(3 Months from the date of start)**

**SCHEDULE-C**

**LIST OF PLANT & MACHINERY REQUIRED**

(See Clause 21 of GCC)

Not	Applicable
-----	------------

**NOTE:** Above list is tentative. Any additional plant & machinery required for proper completion of work shall be arranged by contractor on his own cost, no additional payment shall be paid to contractor.

**SCHEDULE-D****SCHEDULE OF STANDARD CONSUMPTION OF MATERIAL**

Sl. No.	Item	Unit	No. of cement bag	Sand in Cum	Bricks in Nos,	Stone/Ballast Cum.
A	Its Class Brick Work in cement mortar					
1.	1:3 Mix	Cum	2.65	0.27	460	-
2.	1:4 Mix	Cum	1.90	0.27	460	-
3.	1:5 Mix	Cum	1.58	0.27	460	-
4.	1:6 Mix	Cum	1.33	0.27	460	-
5.	1:8 Mix		0.94	0.27	460	-
B	Cement Concrete					
1.	1:1:2	Cum	11.00	0.40	-	0.80
2.	1:1.5:3	Cum	7.80	0.44	-	0.85
3.	1:2:4	Cum	6.00	0.46	-	0.90
4.	1:3:6	Cum	4.25	0.48	-	0.92
5.	1:4:8	Cum	3.20	0.51	-	0.95
6.	1:5:10	Cum	2.50	0.50	-	0.95
7.	1:6:12	Cum	2.25	0.48	-	0.95
C	Cement Plaster 12mm thick.					
1.	1:2 Mix	Sqm	0.19	0.015	-	-
2.	1:3 Mix	Sqm	0.16	0.015	-	-
3.	1:4 Mix	Sqm	0.11	0.015	-	-
4.	1:5 Mix	Sqm	0.09	0.015	-	-
5.	1:6 Mix	Sqm	0.08	0.015	-	-
6.	20mm thick Cement Plaster. (1:2 Mix) in DADO. 20mm thick marble flooring 1:2 Cement mortar cover	Sqm	0.28	0.019	-	-
7.	15mm base coat & top coat 5mm. Rough cast finish plaster. Extra material for rough phase plaster.	Sqm	0.32	0.019	-	-
8.	3mm thick floating coat of neat cement	Sqm	0.09	-	-	-
D	Damp Proof Course.					
1.	20mm thick DPC with 1:2 Mix.	Sqm	0.28	0.019	-	-
2.	20mm thick DPC with 1:1.5:3 Mix.	Sqm	0.20	0.011	-	0.021
3.	40mm thick DPC with 1:2:4 Mix.	Sqm	0.26	0.018	-	0.036
4.	25mm thick DPC in 1:1.5:3.	Sqm	0.247	0.011	-	0.023
5.	40mm thick DPC in 1:1.5:3.	Sqm	0.40	0.022	-	0.042
E	Cement Pointing					
1.	1:2 Mix	Sqm	0.045	0.003	-	-
2.	1:3 Mix	Sqm	0.035	0.003	-	-
3.	1:4 Mix	Sqm	0.027	0.003	-	-
4.	Raised Pointing on brickwork in 1:2 C.M.	Sqm	0.107	0.004	-	-
5.	Drip course in 1:2 Mix (25x12mm section)	R.M.	0.005	0.010	-	-



**Tender 26/EE/PCM/Dhalipur/2025-26.**

F	Flooring					
1.	25mm thick 1:2:4 in flooring over 75mm cc 1:4:8 including rendering etc. complete.	Sqm	0.45	-	-	-
2.	25mm thick CC 1:2:4 flooring without base concrete	Sqm	0.21	-	-	-
3.	40mm thick CC 1:2:4 flooring without base concrete	Sqm	0.30	0.018	-	0.036
4.	Flat brick soiling 1:6 without top pointing.	Sqm	0.09	-	-	-
5.	BOE flooring 1:6 without top pointing.	Sqm	0.13	-	-	-
6.	Mosaic flooring including 6mm mosaic 25mm CC 1:2:4 and 75mm CC 1:4:8 complete.	Sqm	0.55	-	-	-
7.	20mm Mosaic dado complete with plaster 1:2 Mix.	Sqm				
8.	Top coat 5mm thick white cement over 15mm thick 1:2 cement mortar.	Sqm	0.30	-	-	-
9.	6mm thick white glazed tiles flooring & skirting in 1:3 cement mortar.	Sqm	0.23	0.019	-	-
	½" thick white glazed tile flooring in 1:3 Mix.	Sqm	0.35	-	-	-
	75mm thick CC 1:3:6 in Apron with rendering in 1:2 mix.	Sqm				
G.	R.B. work in 1:3 Mix.	Cum	3.60	0.33	420	-
H.	Stone work					
1.	R.R. 1:6	Cum	1.40	0.30	-	1.00
2.	R.C.R. 1:6	Cum	1.24	0.25	-	1.25
3.	R.C.R. 1:4	Cum	1.85	0.25	-	1.25
I.	White Washing					
1.	Cement washing	Sqm	0.008	0.64	-	-
2.	Cement washing in 1:2 (Cement & Lime)	Sqm	0.002	0.62	-	-
J.	Block Masonry					
1.	Masonry in CC 1:4:8 laid in 1:6 C.M.	Cum	4.40	-	-	0.91
2.	Masonry in CC 1:3:6 laid in 1:6 C.M.	Cum	5.60	-	-	0.88
K.	Laying of Kota stone	Sqm	0.11	0.08	-	-

**NOTE:**

1. However, on later stage as per mix design, consumption of material may be varied for which contractor shall not make any claim whatsoever.
2. The above consumption includes wastage up to 2% (Two Percentage).
3. The cement consumption is 5% (Five percentages) less in case use of shingle in place of broken graded stone aggregate.

**SECTION-VI**

**FORMATS**

**APPLICATION FOR TENDER**

To

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

1. I/We have read and examined the following tender documents relating to “-----  
-----” (Name of work)

SECTION-I Notice Inviting Tender  
SECTION-II Instructions to Bidder (ITT)  
SECTION-III General Conditions of Contract,  
SECTION-IV Special Conditions of Contract  
SECTION-V Schedules  
SECTION-VI Form and Proforma  
SECTION-VII Bill of Quantity  
SECTION-VIII Technical Specifications  
SECTION-IX Safety Manual, if any  
SECTION-X Tender Drawing, if any.

2. I/We hereby tender for execution of the works referred to in the documents mentioned in paragraph above upon the terms and conditions contained of referred to in the aforesaid documents and in accordance to all respects with the specifications, designs, drawings and other details given there in and at the rates contained in “Bill of Quantity” and within the period(s) completion as given in SECTION-I Notice Inviting Tender and subject to such terms and conditions as stipulated in contract.
3. I/We agree to keep this tender open for acceptance for 120 days after the deadline date for Tender submission and also agree not to make any modifications in its terms and conditions of our own accord.
4. A sum of Rs..... (Rupees..... only) is hereby forwarded in form of FDR from Scheduled Bank of India as earnest Money. I/We agree that if I/We fail to keep the validity of tender open, as aforesaid, or make any modifications in the terms and condition of my/our tender of our own accord and/or fail to commence the execution of the works as provided in the documents referred in paragraph above, after the acceptance of our tender, I/We shall become liable for forfeiture of my/our earnest money, as aforesaid and the Employer shall without prejudice to any other right of remedy, be at liberty to forfeit the said earnest money absolutely.
5. I/We agree to abide by and fulfill all the terms and conditions and provisions of the above mentioned tender documents.
6. I/We certify that the Tender submitted by me/us is strictly in accordance with the terms, conditions, specifications etc. as contained in your tender documents referred in paragraph 1) above and it does not contain any deviations to the aforesaid documents. It is further certified that information furnished in the Tender submitted by us correct to the best of our knowledge and belief.

(Signature of person duly sign the Tender on behalf of the Bidder along with seal of company/Firm)

Signature \_\_\_\_\_

Designation \_\_\_\_\_

Date \_\_\_\_\_

Name of Company/Firm \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**Tender 26/EE/PCM/Dhalipur/2025-26.**

Postal Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone No. \_\_\_\_\_

Fax No. \_\_\_\_\_

e- mail \_\_\_\_\_

**FORM OF DECLARATION**

***(To be furnish in stamp paper of Rs 100/-)***

M/s \_\_\_\_\_ (name of Bidder) having its registered office at \_\_\_\_\_ (hereinafter referred to as "The Bidder") having carefully studied all the documents, specifications, drawings etc. pertaining to the Work for "-----" (name of work), the local and site conditions and having undertaken to execute the said works.

DO HEREBY DECLARE THAT:

1. The Bidder is familiar with all the requirements of the Contract.
2. The Bidder has not been influenced by any statement or promise of any person of the Employer but only the Contract Documents.
3. The Bidder is financially solvent.
4. The Bidder is experienced and competent to perform the contract to the satisfaction of the Employer.
5. The Bidder is familiar with all the general and special laws, acts, ordinances, rules and regulations of the Municipalities, District, State and Central Government of India that may affect the work, its performance or personnel employed therein.
6. The Bidder hereby authorize the Employer to seek reference from the bankers of Bidder for its financial position.
7. The Bidder undertakes to abide by all labour welfare legislations.
8. The statement submitted by the Bidder is true and correct.
9. After submitting the tender, if it is found at later stage that Bidder has submitted any wrong/ false document to influence the tender then UJVN Ltd. has right to make any suitable legal action against the Bidder and forfeit the bid security/EMD or any sum payable to Bidder.
10. The Bidder is agree to extend the validity of rates entered in the BoQ "Priced Bid" for a period of 120 days after the deadline date for Tender submission.( a separate certificate in this respect will be provided by the Bidder).
11. The Bid, consisting of the "Technical Bid and the Price Bid", shall be valid for period of 120 days in accordance with the Bidding Documents, and it shall remain binding upon the Bidder and shall be accepted to bidder at any time before expiration of that period. The proposal in response to the above invitation shall not be withdrawn within 120 days from the date of the opening of the tender, also to the condition that if thereafter Bidder withdraws his proposal within said period, the earnest money deposited by the Bidder shall be forfeited by the UJVN Ltd. in the discretion of the later."

***Certified that I/we have visited the site and get familiarized with nature of WORK/ SUPPLY and site conditions. I/we will not make any claim regarding damage to WORK/SUPPLY, T&P, labour etc and will be fully responsible to complete the WORK/SUPPLY as per General condition/special condition/Bill of Quantity/Technical specification/ as per instructions of Engineer-In-Charge.***

Dated \_\_\_\_\_

Signature

For and behalf of Bidder

**FORM OF AGREEMENT**

This agreement made the ----- between ----- (herein after referred to as the Contractor of the one part and the UJVNL Ltd of the other.

WHEREAS the UJVNL is about to construct the “-----” (hereinafter called the works) mentioned, enumerated or referred to in certain General Conditions Specifications, Schedules, Drawing, Form of tender, Covering letter and Schedule of Prices which for the purpose of identification have been signed

by: \_\_\_\_\_ on behalf of \_\_\_\_\_ (Contractor) and \_\_\_\_\_ (The Engineer-in-charge of the UJVNL) on behalf of Managing Director Uttarakhand Jal Vidyut Nigam Ltd and all of which shall form part of this contract as through separately set out herein and are included in the expression (Contract) wherever herein used.

AND WHEREAS the UJVNL has accepted the tender of the Contractor for the provisions and execution of the said work for the sum of **Rupees** \_\_\_\_\_ **only** upon the terms and subject to the conditions hereinafter mentioned.

NOW 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 UJVNL as hereinafter mentioned the Contractor shall duly provide the plan for the said works and things in the Contract mentioned or described or which are limited there form or therein respectively or may be reasonably necessary for the completion of said works within and at the time and in the manner and subject to the terms, and conditions and stipulations mentioned in the said contract.

And in consideration at the due provisions, erection, execution consideration and completion of the said works and maintenance thereof, as aforesaid the UJVNL will pay to the Contractor the said sum of **Rupees** \_\_\_\_\_ **only** or such other sums as may be become payable to the Contractor under the provisions of this contract such payments to be made at such time and in such manner as is provided of the contract.

In WITNESS WHEREOF the parties hereto have signed this deed hereunder on the dates respectively mentioned against the signatures of each.

Signed

Signed

(For and on behalf of the UJVNL)

by (date)

(Contractor)

in the presence of and of  
(date)

in the presence of and of

**PROFORMA OF TIME EXTENSION CASE**

S No	Particulars	Details
1	Name of work	
2	Agreement No & Date.	
3	Value of Agreement	
4	Name of contractor /Firm	
5	Date of Start as per Agreement	
6	Due date of completion as per Agreement	
7	Actual date of completion	
8	Date of application of Time extension from contractor	
9	Amount of work done upto date of application by Contractor in Rs and in %	
10	Date up to which extension already sanctioned already sanctioned, if any	
a)	First time Extension Sanctioned, if any	
b)	Second time Extension Sanctioned, if any	
11	Amount of work done up to last sanctioned extensions in Rs and in %	
12	Date upto which Time extension is demanded at present	
13	Justification in support of time extension	
14	No Claim certificate	

15. Brief particular of work to be executed during time extension

Value of work as per Agreement	Value of work executed during the period specified in the agreement.	Approx. Value of work to be executed during extension period.

16. Whether there will be any loss or financial liability arise to the Nigam  
 Due to proposed extension .....

(Signature of contractor)



**NO CLAIM CERTIFICATE**

It is to certify that grant of time Extension for the work upto xxxxxxxxxx for work named as "xxxxxxxxxxxxxxxxxxxxxxxxxxxx" against agreement no xxxxxxxxxx shall not form basis of any extra claim what so ever.

Sign of Contractor

( )

Name of Firm xxxxxxxxxxxxxxxxxxxx

Note: As per clause 39.3 of GCC no claim due to time extension of the contract/work will be admissible.

**SECTION-VII**

**BILL OF QUANTITIES**

## PART –II: FINANCIAL-BID

## BILL OF QUANTITY

<b>Supply of Toner Cartridges to the Office of the Dy.GM (CM), Dy. CAO and E E (PCM), Dhalipur</b>					
<b>S. No</b>	<b>Particulars</b>	<b>Qty.</b>	<b>Unit</b>	<b>Rates (Rs.)</b>	<b>Total Amount</b>
1	Printer Cartridge HP 88A make	21.00	Nos		
2	Printer Cartridge HP 12 A make	6.00	Nos		
3	Printer Cartridge HP Laser jet Pro 93 A (Black )	6.00	Nos		
4	Brother BT-D60BK Ink Bottle (Black)	2.00	Nos		
5	Brother BT-5000 Y Ink Bottle (Yellow)	2.00	Nos		
6	Brother BT-5000 M Ink Bottle (Magenta)	2.00	Nos		
7	Brother BT-5000 C Ink Bottle (Cyan)	2.00	Nos		
<b>Total</b>					

Signature of contractor

Executive- Engineer (PCM)  
Dhalipur, Dehradun

## **SECTION-VIII**

### **TECHNICAL SPECIFICATIONS**

1. Printer Cartridge HP 88A make
2. Printer Cartridge HP 12 A make
3. Printer Cartridge HP Laser jet Pro 93 A (Black )
4. Brother BT-D60BK Ink Bottle (Black)
5. Brother BT-5000 Y Ink Bottle (Yellow)
6. Brother BT-5000 M Ink Bottle (Magenta)
7. Brother BT-5000 C Ink Bottle (Cyan)

**Executive Engineer  
Project Civil Maintenance-Dhalipur**

**SECTION-IX**

**DRAWINGS AND LAYOUT**

**NIL**

be issued)