

# U. P. STATE SUGAR CORPORATION LIMITED

Vipin Khand Gomti Nagar, Lucknow

Phone: 0522-2307826

Email: [upsugcor2007@rediffmail.com](mailto:upsugcor2007@rediffmail.com)

Website: upsugcorp.com

## COMPETITIVE e-BIDDING

**NAME OF WORK** - e-BID for Engineering, Procurement and Construction (EPC) for Supply, Erection and Commissioning of 132 KV transmission Line from Mohiuddinpur Sugar Mill ( Distt. Meerut) to 132 KV Naglapatu, Mundali Substation .

**Tender Ref. No** - : PUR/SSC/ MOH/2018 Date 12.05.2018

**LAST DATE AND TIME FOR SUBMISSION OF E-Bids** : 04.06.2018 UPTO 6.55PM

**DATE AND TIME OF OPENING OF ON LINE TECHNICAL e-Bids** : 05.06.2018 AT 13.00 hrs

**PLACE OF OPENING OF Technical e-Bids** : U.P. State Sugar Corporation Ltd.  
U.P. State Sugar Corporation Ltd.  
Vipin Khand, Gomti Nagar,  
Lucknow 226010

**ADDRESS FOR COMMUNICATION** : Managing Director  
U.P. State Sugar Corporation Ltd.  
Vipin Khand, Gomti Nagar,  
Lucknow 226010

**e-Bid E.M.D** : Rs. 6,00,000/- (Rs. Six Lacs Only)

This Document Contains -- **Pages**

It will be the responsibility of the e-Bidders to check U.P. Government e-Procurement website <http://etender.up.nic.in> and [upsugcorp.com](http://upsugcorp.com), [upsugarfed.org](http://upsugarfed.org), [upcane.gov.in](http://upcane.gov.in) for any amendment through corrigendum in the e-tender document. In case of any amendment, e-Bidders will have to incorporate the amendments in their e-Bids accordingly.

e-tender Document Cost : Rs 35000/- +GST@18%

UPSSCL/Moh/ e-bid document/Transmission Line/2018

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**Website: upsugcorp.com**

Ref No-PUR/SSC/MOH/2018

Date 12.05.2018

**E-Tender Notice**

Online e-tenders are invited for **Engineering, Procurement and Construction (EPC) for Supply, Erection and Commissioning of 132 KV transmission Line from Mohiuddinpur Sugar Mill ( Distt. Meerut) to 132 KV Naglapatu Mundali Substation**

Sl.No	Particulars	
1	Name of The Department	U.P. State Sugar Corporation Ltd., Vipin Khand, Gomti Nagar, Lucknow-226010
2	Procedure for obtaining and submission of bid documents	Tender form is to be downloaded from e-tender portal <a href="http://etender.up.nic.in">http://etender.up.nic.in</a> and websites <a href="http://www.upsugcorp.com">www.upsugcorp.com</a> , <a href="http://www.upsugarfed.org">www.upsugarfed.org</a> and <a href="http://www.upcane.gov.in">www.upcane.gov.in</a>
3	Bid EMD	Rs. 6,00,000/- (Rupees Six Lac lakhs) only Demand Draft or Bank Guarantee of aforesaid amount of any Nationalised/ Scheduled bank in favour of U.P. State Sugar Corporation Ltd. Payable at Lucknow. Tender without EMD will be rejected.
4	Pre-bid meeting Date & Time	Pre bid meeting is invited for clarifications/ queries from prospective bidders as per tender conditions at U.P. State Sugar Corporation Ltd., Vipin Khand, Gomti Nagar, Lucknow-226010 on 24-05-2018 (Thursday) at 11:30 hrs
5	Last date & Time of downloading of the bid document	04.06.2018 upto 18:55 hrs
6	Last date & Time of submission of bids	04.06.2018 upto 18:55 hrs
6	Opening of Technical bid	05.06.2018 at 13.00 hrs
7	Opening of Financial bid	05.06.2018 at 15.00 hrs at U.P. State Sugar Corporation Ltd., Vipin Khand, Gomti Nagar, Lucknow-226010

The details of submission of e-bids along with eligibility, date & time, opening of Technical/Financial bids, EMD, experience and other terms & conditions will be available on e-tender portal <http://etender.up.nic.in> and on websites [www.upsugcorp.com](http://www.upsugcorp.com), [www.upsugarfed.org](http://www.upsugarfed.org) and [www.upcane.gov.in](http://www.upcane.gov.in) from dated 14-05-2018 at 18:55 hrs from where tender documents may be downloaded by any bidder. The tender fee is Rs. 35000/- (Rupees Thirty Five thousand) + GST only Non refundable and required EMD will be deposited in Corporation office before opening of Technical bid. The detailed terms and conditions are given in e-tender document. The Managing Director reserves the right to cancel any or all bids/annul e-bidding process without assigning any reason.

**(Suresh Kumar Singh)**  
**Managing Director**

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INVITATION FOR e-BidS

E-BID for Engineering, Procurement and Construction (EPC) for Supply, Erection and Commissioning of 132 KV transmission Line from Mohiuddinpur Sugar Mill ( Distt. Meerut) to 132 KV Naglapatu Mundali Substation.

1. Bidders are advised to study the tender Document carefully. Submission of e-Bid against this tender shall be deemed to have been done after careful study and examination of the procedures, terms and conditions of the tender Document with full understanding of its implications.
2. The e-Bid prepared in accordance with the procedures enumerated in ITB should be submitted through e-Procurement website <http://etender.up.nic.in> and websites [www.upsugcorp.com](http://www.upsugcorp.com), [www.upsugarfed.org](http://www.upsugarfed.org) and [www.upcane.gov.in](http://www.upcane.gov.in)
3. The tender document is available at e-Procurement website <http://etender.up.nic.in> or websites [www.upsugcorp.com](http://www.upsugcorp.com), [www.upsugarfed.org](http://www.upsugarfed.org), [www.upcane.gov.in](http://www.upcane.gov.in) from 12-05-2018 at 18:55 hrs Interested bidders may view, download the e-Bid document, seek clarification and submit their e-Bid online up to the date and time mentioned in the table below:

(a)	Date of publication of e-tender notice & availability of Tender Document	12.05.2018 Tender Notice will be published over e-Procurement website <a href="http://etender.up.nic.in">http://etender.up.nic.in</a> and websites <a href="http://www.upsugcorp.com">www.upsugcorp.com</a> , <a href="http://www.upsugarfed.org">www.upsugarfed.org</a> and <a href="http://www.upcane.gov.in">www.upcane.gov.in</a> and tender Document will be available from at 14-05-2018 at 18:55 hrs
(b)	Availability of tender document on website	14-05-2018 from 18:55 hrs at e-Procurement web site <a href="http://etender.up.nic.in">http://etender.up.nic.in</a> and website <a href="http://www.upsugcorp.com">www.upsugcorp.com</a> , <a href="http://www.upsugarfed.org">www.upsugarfed.org</a> and <a href="http://www.upcane.gov.in">www.upcane.gov.in</a>
(c)	Pre Bid Meeting date & Time	Pre bid meeting is invited for clarifications/ queries from prospective bidders as per tender conditions at U.P. State Sugar Corporation Ltd., Vipin Khand, Gomti Nagar, Lucknow-226010 on 24-05-2018 (Thursday) at <b>11:30 hrs</b>
(d)	Clarification start date & time	15-05-2018 from 10.00 hrs
(e)	Clarification end date & time	04-06-2018 upto 14:00 hrs
(f)	e-Bid submission start date & time (Submission of e-tender fee, EMD and other supporting documents in PDF/XLS format)	15.05.2018 from 18:55 hrs
(g)	e-Bid submission end date & Time	04.06.2018 upto 18.55 hrs

(h)	Online technical e-Bid opening date & time	05.06.2018 at 13.00 hrs
(i)	Online financial e-Bid opening date & time	05.06.2018 at 15.00 hrs at UP State Sugar Corporation Office, Vipin Khand, Gomti Nagar , Lucknow
(j)	Venue of opening of technical & financial e-Bids	U.P. State Sugar Corporation Ltd. Vipin Khand, Gomti Nagar, Lucknow. 226010
(k)	Contact officer	Name: S K Mehra, G.M. (Project)- 9415107089 Rajesh Gupta, Chief Engineer- 9415197653 Narender Kushwaha, C.E. (Moh) 9450424301 Tel No. (0522) 2307826/28, 2307838 Fax: (0522) 2307895
(l)	Cost of e-Bid document	Rs 35000/- (Rupees Thirty Five Thousand) Only. (Non-refundable)+18% GST
(m)	e-Bid E.M.D	Rs 6,00000/- (Rupees Six lakhs) only

4. The bidders need to submit the proof of submission of cost of e-Bid document as stated in the above table through Demand Draft drawn on any nationalized/scheduled bank in favour of U.P. State Sugar Corporation Ltd. (herein after referred as the UPSSCL / the Purchaser) payable at Lucknow. The scanned copy of Demand Draft must be enclosed along with the e-Bids but the original Demand Draft should reach the office of the UPSSCL / the Purchaser at Lucknow before opening of technical e-Bid.
5. All e-Bid must be accompanied by e-Bid Earnest Money Deposit (EMD) in the form of Demand Draft/Pay Order or Bank Guarantee, drawn on any nationalized/scheduled bank in favour of U.P. State Sugar Corporation Ltd., payable at Lucknow. **The scanned copy of the demand draft or bank Guarantee for e-Bid EMD must be submitted along with the e-Bid** and the original should reach the UPSSCL office at Lucknow before opening of technical e-Bids. No Interest would be payable on e-Bid (Earnest Money) deposited with the UPSSCL. If Bank Guarantee against EMD is submitted then financial bid will only be opened after verification of the Bank Guarantee from the issuing Bank by UPSSCL.
6. The e-Bids will be electronically opened in the presence of bidder's representatives, who choose to attend the venue on the date and time mentioned in the above table. An authority letter of bidders' representative will be required to be produced.
7. The MD, UPSSCL reserves the right to cancel any or all the e-Bids/annul the e-Bid process without assigning any reason thereof. The decision of the UPSSCL will be final and binding.
8. In the event of date specified for e-Bids opening being declared a holiday for the UPSSCL's office then the due date for opening of e-Bids shall be the following working day at the appointed time and place.
9. All the required documents including Price Schedule/BOQ should be uploaded by the e-Bidder electronically in the PDF/XLS format. The required electronic documents for each

document label of Technical (Fee details, Qualification details, e-Bid Form and Technical Specification details) schedules/packets can be clubbed together to make single different files for each label.

10. For submission of e-tender prospective Bidder has to get themselves registered with UPLC with his/her Digital Signature Certificate (DSC).
11. The companies/firms who are registered at e-Procurement portal for e-tendering with UP Electronics Corporation Ltd, 10 Ashok Marg, Lucknow-226002, would only be eligible for participating in this e-tender as well as in e-tendering system of U.P. Govt. departments. All companies/firms who have not registered themselves with UPLC Ltd, Lucknow for e-tendering till date can get their registration done by depositing a filled in form issued by UPLC Ltd, Lucknow along with registration fee of Rs. 6000.00 (Rupees Six thousand only) for participating in this e-tender and other e-tenders of U.P. Govt. Departments. The companies/firms, who are not having digital signature, can also get their digital signature on deposit of processing fees of Rs.1500.00 (Rupees One thousand Five Hundred only). The companies/firms may contact the officials on phone numbers (0522) 4130303 Extn 305 & 307, 09721451211, for their Registration/Digital Signature Certificate related queries. The registration fee may also be deposited through RTGS. The details of RTGS are as under:

M/s U.P. Electronics Corporation Ltd, Lucknow  
Indian Bank  
Ashok Marg, Lucknow  
A/C No. 772819168  
IFC code- IDIB 00000002  
CBS code- 00527  
Rs.6000/-

For E-Tendering Enquiry Please Contact Following Persons

- |                          |   |                        |
|--------------------------|---|------------------------|
| 01. Sri Rritvik Saxena   | - | 09415526023 Federation |
| 02. Sri Anupam Shukla    | - | 09721451225 U.P.L.C.   |
| 03. Sri Rashid Hussain   | - | 09935149327 U.P.L.C.   |
| 04. Sri Siddharth Shukla | - | 09005621259 U.P.L.C.   |
| 05. Sri Rajan P Chacko   | - | 09475000827 U.P.L.C.   |
| 06. Sri Sanjai Raina     | - | 09721451211 U.P.L.C.   |



**e-BID DOCUMENT**  
**INSTRUCTIONS TO BIDDERS (ITB)**

**U. P. STATE SUGAR CORPORATION LIMITED**  
**Vipin Khand Gomti Nagar, Lucknow**

**Phone: 0522-2307815**

**E-mail : upsugcor2007@rediffmail.com.**

**Website: upsugcorp.com**

Subject:- e-BID for Engineering, Procurement and Construction (EPC) for Supply, Erection and Commissioning of 132 KV transmission Line from Mohiuddinpur Sugar Mill (Distt. Meerut) to 132 KV Naglapatu Mundali Substation.

**1) Scope of Work**

- 2) The UP State Sugar Corporation Ltd (UPSSCL, Lucknow invites e-tender for Engineering, Procurement and Construction (EPC) bid for supply, erection and commissioning of 132 KV transmission Line from Mohiuddinpur Sugar Mill (Distt. Meerut) to 132 KV Nagalpatu Mundali Substation on turnkey basis along with construction of foundations of all Transmission Towers and all related civil work. The Bid consist of the following:

(A) Designing, engineering, procuring, supplying, and supervising all the civil works and erection & commissioning on turnkey basis, in accordance with the terms and conditions, technical specifications etc. as detailed under 'Draft Agreement'.

(B) To carry out the activities of Erection and commissioning of the Transmission Line as detailed under 'Draft Agreement'.

(C) All civil work including construction of foundations of transmission towers, excavation, *earthing and all related civil works shall be in scope of supplier in accordance with the terms & conditions as detailed under 'Draft Agreement'.*

The Bidder will arrange all local statutory requirements / approvals for construction of Transmission Lines from various agency & State Electricity Boards / Railway Deptt. as provided in Draft Agreements however required fees for getting such approval will be submitted by Purchaser.

**Time Schedule**

The indicative timeline is as follows:

Activity	Estimated Date
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Publication of Advertisement for inviting Bids through competitive bidding process.	Advertisement Date 12.05.2018
Uploading of Technical and Financial bid documents along with Draft Agreement Documents to the interested Bidders.	14.05.2018
Site Visits	From 12.05.2018 to 04.06.2018
Date & Time of Pre Bid Meeting for clarification	Pre bid meeting is invited for clarifications/ queries from prospective bidders as per tender conditions at U.P. State Sugar Corporation Ltd., Vipin Khand, Gomti Nagar, Lucknow-226010 on 24-05-2018 (Thursday) at 11:30 hrs
Date and time for submission of Technical Bid and Financial Bid	04.06.2018 upto 18.55 hrs
Online technical e-Bid opening date & time	05.06.2018 at 13.00 hrs
Online financial e-Bid opening date & time	05.06.2018 at 15.00 hrs
Venue of opening of technical & financial e-Bids	U.P. State Sugar Corporation Ltd. Vipin Khand, Gomti Nagar, Lucknow. 226010
Intimation and issue of LOI to Successful Bidder (L1)	Intimation Date (L) (to be intimated)
Execution of Agreement	L + 7

## **2) Eligibility Criteria for Bidders:-**

Bidder shall meet both the basic eligibility criteria specified under 2.1 and 2..2.

### **2.1 FINANCIAL CRITERIA:**

Bidder shall meet all the following criteria:

2.1.1 Average Annual Financial Turnover, as per audited Balance Sheet and Profit & Loss account, in the last five Financial Years ending March 2017 shall be atleast Rs. 5.00 Crores (Rupees Five Crores) duly certified by the Chartered Accountant and supported by relevant Balance Sheets.

2.1.2 Net worth of the Bidder should be minimum Rs. 2.00 crores (Rupees Two crores) in past last three years supported by Audited Balanc sheet.

### **2.2 TECHNICAL CRITERIA:**

#### **2.2.1 Bidder shall meet all the following criteria:**

2.2.1.1 The Bidder during the last ten years (not before that 2008), must have successfully completed Erection and Commissioning of ;

1. At least 100 Kms of Transmission Lines - 132 KV or above voltage in India

UPSSCL reserves the right to visit the place where Transmission Line commissioned mentioned by the Bidder in the eligibility criteria or may ask for any confirmation related to performance of the said Lines from State Electricity Boards/Owner of the said Transmission Lines.

3.0 Bidder shall furnish additional information's regarding 132 KV Transmission Line mentioned by the Bidder in the eligibility criteria as attested documentary evidence i.e. copies of work orders/ signed contract agreement, completion certificate, annual reports containing audited balance sheets and profit & loss accounts statement, in the first instance itself, in support of their fulfilling the qualification criteria. U.P. State Sugar Corporation Ltd. (UPSSCL) reserves the right to complete the evaluation based on the details furnished, UPSSCL further reserves the right to seek any clarification/documents from the Bidders at any stage of the evaluation process.

4.0 Bidder's may be any one of the following:- Company (registered as per Indian Companies Act) **or** Group of Companies (only Group created between Holding and its fully owned Subsidiary Company is allowed. And both Holding and Subsidiary Companies must be registered as per Indian Companies Act) **or** Limited Liability Partnership – LLP (registered as per Limited Liability Partnership Act, 2008) or Partnership Firm (registered as per Indian Partnership Act, 1932) or Firm.

#### **Other conditions which are necessary to be fulfilled by the Bidder**

1. Bidders are required to submit one technical bid form and financial bid.

The successful bidders will be responsible as per provisions, technical specifications etc. as detailed under Draft Agreements.

2. The Seller should submit their Technical & Financial bids electronically (with signed copy of draft terms and conditions in token of acceptance) as mentioned above with e-bid document fees DD, EMD in form of DD/Pay Order or Bank Guarantee.

#### **3. Opening of Technical and Financial Bids**

a) Opening of Technical Bid - The Technical Bid shall be opened first by bid evaluation committee constituted by Uttar Pradesh State Sugar Corporation Ltd. for opening Technical and Financial Bid, as per Time Schedule in the presence of bidders' representatives who choose to attend the meeting. The bids received will be evaluated by the committee. Technical discussion if required, may be held with the prospective bidders.

b) Technical Evaluation – Bid Evaluation Committee constituted by UPSSCL will evaluate Technical Bid submitted by the prospective bidders only on the following parameters:

1. The Bidder during the last ten years (not before that 2008), must have successfully completed Installation (including all related works) of at least 100 Kms of Transmission Lines - 132 KV or above voltage in India.

UPSSCL reserves the right to visit the place where Transmission Line installed mentioned by the Bidder in the eligibility criteria or may ask for any confirmation related to performance of the said Lines from State Electricity Boards/Owner of the said Transmission Lines.

- (A) Average Annual Financial Turnover, as per audited Balance Sheet and Profit & Loss account, in the last five Financial Years ending March 2017 shall be atleast Rs. 5.00 Crores duly certified by the Chartered Accountant duly supported by respective Balance Sheets.
- (B) Networth certificate of Rs. 2.00 crores in last three years duly certified by the Chartered Accountant duly supported by respective Balance Sheets
- (C) Constitution of the Bidder.
- (D) EMD of Rs. 6.00 Six Lacs as Demand Draft or Bank Guarantee in favour of U.P.State Sugar Corporation Limited payable at Lucknow. The Bank Guarantee will be got verified from the issuing Bank by UPSSCL.
- (E) E-document cost of Rs. 35000/- plus 18% GST as Demand Draft in favour of UP State Sugar Corporation Ltd. Payable at Lucknow which shall be non-refundable.

An Applicant may be disqualified if the information provided does not meet any one of the above criteria.

c) Short listing of Bidders – After duly verifying the documents submitted by Bidders, technical bids are found suitable as per technical evaluations will be shortlisted.

d) Opening of Financial Bid - The financial bid will be opened only of the shortlisted bidders as per the time schedule. If there is any change in date and time of opening of Financial Bid then it will be informed to all the bidders accordingly.

e) Evaluation of Financial Bid - The total price quoted (including supply, erection & commissioning) in financial bid will be the price for comparison.

4. The purchasers shall award the contract to the bidder whose offer has been determined to be the lowest or most advantageous bid in accordance with the evaluation criteria set out in the bidding documents, provided that the bidder has been determined to be qualified to perform the contract satisfactorily on the basis of qualification criteria fixed for the bidders in the subject matter of procurement.

The bid evaluation committee after due consideration of the bids received, their conditions, financial implications, seeing performance certificates etc., shall recommend regarding acceptance or rejection of the bid.

5. The purchasers shall also reserves the right to accept or reject any bid, to annul the bidding process and reject all bids submitted at any time prior to contract award without assigning any reason and without thereby incurring any liability to the bidders.

6. The information furnished shall be clear and un-ambiguous in terms. It should be, strictly, as asked for in the bid proforma.
7. Before quoting, bidders are advised to study the tender document carefully and are advised to visit the Sugar Mill and Mundali Sub Station where the transmission line is be constructed to assess the actual conditions at site. Submission of Bid against this tender shall be deemed to have been done after site visit, careful study and examination of the procedures, terms and conditions of the tender Document with full understanding of its implications. the bidders should also acquaint themselves with:
  - (i) the local conditions of the site, rules and regulations of Central and State Government Acts governing the construction of 132 KV transmission Lines.
  - (ii) the bid proforma, the model draft agreements comprising regarding specifications, clarifications, important terms and conditions and formats for Bank guarantees are enclosed.
8. The total price indicated in bid proforma will be the price for comparison and placement of order. However, the purchaser shall have the right to accept/reject any bid submitted without attributing any reasons. They can place the order on a party found suitable to them.
9. The price quoted should be valid upto the date of commissioning of transmission Lines. The variation of quantity may be  $\pm 10\%$ .  
..
10. (a) Bids shall remain valid for a period of forty five (45) days after the date of opening of bids.  
  
(b) Notwithstanding clause (a) above, the Purchaser may solicit seller's consent to an extension of the period of bid validity. The request and the responses there to shall be made in writing (or by email). If the seller agrees to the extension request, the validity of the EMD provide shall also be suitably extended. A seller agreeing the request to extend the validity period however, will not be permitted to modify his bid.
11. (a) A demand draft/ pay order or Bank Guarantee of Nationalised/Scheduled reputed Bank drawn in favour U.P. State Sugar Corporation Limited payable at Lucknow for an amount of Rs 6,00,000/- ( Rupees Six lakhs only) as EMD as per Clause 21(a).  
  
(b) EMD furnished by all unsuccessful bidders will be returned to them (except successful and L2 bidder) without any interest whatsoever at earliest but not later than 30 days of issue of LOI. EMD of L2 will be refunded, without any interest after execution of Agreement with successful bidder. EMD of the successful bidder will be returned, without any interest whatsoever, after receipt of 5% Bank Guarantee for Performance Security.  
  
(c) EMD of a bidder will be forfeited, if the bidder withdraws or amends his bid or impairs or derogates from the bid in any respect after expiry of the deadline for

the receipt of bid but within the period of validity of his bid. Further, if the successful bidder fails to execute agreements for Supply, Erection and Commissioning and related Civil Works of 132 KV transmission Lines and/or fails to furnish 5% Bank Guarantee for Performance Security within the specified period, his EMD will be forfeited.

- (d) The EMD should remain valid for a period of ninety (180) days.
12. Bids for both supplies and erection-cum-commissioning only be considered. The bid exclusively for supply of material only and/or erection and commissioning of transmission lines shall not be considered.
  13. The information given in the bid documents and the plans and drawings forming part thereof is merely intended as general information without any undertaking on the part of the Purchaser as to their accuracy and without obligation relative thereto upon the purchaser. Hence, before submitting bid, the bidders are advised to inspect the site of work and the environments and be well acquainted with the actual working and other prevalent conditions, facilities available, rules and regulations of Central and State Government Act governing the construction of 132 KV transmission Lines etc. No claim will be entertained later on the grounds of lack of knowledge.
  14. All Material for construction of Transmission Lines are included in the scope of supply as per tower schedule or layout approved by State Electricity Board .
  15. The Transmission Lines should be ready for all respect within the period 05 (Five) months from the date of receipt of first full advance.
  16. The Technical and Financial Bid forms can be obtained from the office of the Managing Director, UP State Sugar Corporation Ltd. on any working day by paying an amount of Rs.35000/- plus GST (non-refundable) through cash/DD in favour of The U P State Sugar Corporation Limited, Lucknow or downloaded from site upsugcorp.com and a separate draft for Rs 35,000/- (non-refundable) should be enclosed with the technical bid.
  17. The bids shall be uploaded only on or before 14-05-2018 upto 18.55 hours on e-procurement portal. The bid shall be opened on 05-06-2018 at 13.00 hours before the representatives of prospective bidders. Bids submitted after the time stated above will be rejected. UPSSCL will not be responsible for any delay due to expiry of time or any other reasons what-so-ever. Further, UPSSCL reserves the right to reject any or all e-bids without assigning any reason thereof. UPSSCL, may, at its sole discretion, extend the Bid Submission Date by issuing an Addendum.
  18. Bid document includes draft agreements with draft terms and conditions. After issue of LO, agreement is to be executed with 07 days from the date of issue of LOI.
  19. The bidders who qualify successfully in technical bid, will be shortlisted. Their financial bid will be opened as per timeline.

## **20. Clarification of BID documents**

- a) Prospective bidders requiring any further information or clarification on the bid documents may notify in writing at the address on e-mail indicated in the invitation for bids so as the request to reach the purchaser within five (5) days from the date of publication of advertisement.
- b) A prospective Bidder requiring any further clarification of the e-Bid document may raise his/her point of clarification through Bid Management Window after successfully login to the e-Procurement website [etender.up.nic.in](http://etender.up.nic.in). The bidder may seek clarification by posting query in the relevant window after clicking "Seek Clarification" option in the view e-tender details window for e-tender which can be selected through my tender option of e-bid submission menu. The clarification will be replied back by the Purchaser through the e-Procurement website which can be read by the bidder through the "Clarification" option under Bid Submission menu.
- c) A Pre-bid meeting of all prospective Bidders will be held on 24-05-2018 at 11.30 AM at the address indicated in the bid notice for clarifying issues and clearing doubts, if any, about specification and other allied technical details of the plant, equipment and machinery projected in the tender enquiry document can be enquired. However, the basic eligibility criteria (Clause 2.1 & 2.2 ) will not be changed.

## **21. Amendment of BID documents**

- a) At any time prior to the deadline for submission of bid the purchaser may for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidders, modify the bid documents by amendment. Such amendment shall be notified to the prospective bidder who attends the pre-bid conference and or who purchases the documents only. The purchaser shall not be bound to notify the same through general publication.
- b) The amendment which shall be part of the bid documents will be notified in writing or by email to all prospective bidders who have received the bid documents, and will be binding on them. Bidders will be required to acknowledge receipt of any such amendments to the bid documents.
- c) In order to afford prospective bidders reasonable time to take the amendments into account in preparing their bid, the purchaser may at its discretion extend the deadline or the submission of the bid documents.

## **22. Bidders shall upload following documents along with Technical Bid Form in addition to other such enclosures which may have been specified elsewhere in the Bid document for their respective group.**

- a) Scan copy of EMD of Rs. 6,00000/- (Rs. Six.lakhs only) in form of Demand Draft/ Pay order or Bank Guarantee of Nationalised/Scheduled reputed Bank drawn in favour of U.P.State Sugar Corporation Limited payable at Lucknow.



And bidder will provide original EMD before opening of Bids.

- b) The details i.e. Transmission Line constructed during last ten years along with successful completion certificates .
- c) Clients'LOI /work order of State Electricity Board duly signed by competent authority in last ten years.
- d) Valid PAN, TAN, GSTIN (including U.P.), certificates in true copies / photocopies duly attested by authorised signatory.
- e) Power of Attorney or Authority Letter of the person who has signed the tender documents.
- f) Audited balance sheet and profit and loss account for the last 05 years (latest 2017)
- g) Certificate from Chartered Accountant that average annual turnover of last 05 years is atleast Rs. 5.00 crore. The data should be certified from audited balance sheet & profit and loss account. (latest year not later earlier than 2017)
- h) Networth certificate of Rs. 2.00 crores in last three years duly certified by the Chartered Accountant duly supported by respective Balance Sheets.
- i) Last five years Balance Sheet and Profit & Loss Account i.e. FY 2016-17, 2015-16, 2014-15, 2013-14 and 2012-13
- j) Last five years Income tax returns i.e. FY 2016-17, 2015-16, 2014-15, 2013-14 and 2012-13
- k) Statement of Legal Capacity as per Annexure- 2
- l) Undertaking (Security & Integrity) as per Annexure- 3
- m) Authorisation Letter (enclose Board resolution)
- n) Board Resolution from all Holding and Subsidiary companies if Bidder is participating as Group Company as per Annexure – 4
- o) Power of Attorney for Lead Member in case of Group Company as per Annexure – 5.
- p) Memorandum of Understanding between Holding and Subsidiary Companies, if Bidder is participating as Group Company as per Annexure – 6.
- q) In case of Company – Memorandum of Association
  - Articles of Association
  - Name & Address of Directors with %age of share holding
  - Certificate of Incorporation
  - List of major Shareholders
- r) In case of Group of Companies, for Holding Company & Its fully owned Subsidiary Company
  - Memorandum of Association
  - Articles of Association



- Name & Address of Directors with %age of share holding
  - Certificate of Incorporation
  - List of major Shareholders
  - %age of shares of holding company in Subsidiary Companies and vice versa
- t) In case of Limited Liability Company
- Certificate of Incorporation
  - Partnership Deed
  - Name & Address of Partners
  - %age of holding of partners in LLP
- u) In case of Partnership Firm
- Partnership Deed
  - Name & Address of Partners
  - %age of holding of partners in Partnership Firm
- v) In case of Proprietorship firm
- Name and Address of Proprietor
- v) Any other documents required in terms of this notice.
23. If the bidder deliberately gives wrong information in the bid specially wrong completion certificate of successful execution of his earlier work, the purchaser reserves the right to reject such bid at any stage or to cancel the contract, if awarded and forfeit Earnest money / Security Deposits.

#### **24. Disqualification**

Notwithstanding anything to the contrary contained in this Technical and Financial Bid documents and without prejudice to any of the rights or remedies of the UPSSCL, a Bidder may at any stage of the process and its participation in the process and/or its TECHNICAL & FINANCIAL BID and subsequent submissions be dropped from further consideration for any of the reasons including without limitations those listed below:

1. Bidder blacklisted with U. P. State Sugar Corporation Limited/ U.P. Cooperative Sugar Factories Federation Limited and by any Central/State Government Electricity Boards are not eligible; or
2. The TECHNICAL & FINANCIAL BID submitted by the Applicant is in any respect inconsistent with, or demonstrate any failure to comply with, the provisions of the Technical Bid; or
3. Failure to comply with other material requirement of this Technical & Financial Bid; or
4. UPSSCL, is not satisfied with technical criteria, financial criteria, ownership structure of Bidder and other documents submitted by the Prospective Bidder; or
5. If it is discovered at any time that the Prospective Bidder is subject matter of winding up or insolvency or other proceedings of similar nature; or
6. Any information regarding the Prospective Bidder which becomes known to UPSSCL, and which is detrimental to proposed process and/or the interests of U. P.

Rajya Chini Avam Ganna Vikas Nigam Limited/U.P.State Sugar Corporation Limited  
or

7. Initiation or existence of any legal proceedings, including Arbitration, by or against the Prospective Bidder in respect of U.P. State Sugar Corporation Ltd. & its subsidiary Companies/U.P. Cooperative Sugar Factories Federation, Lucknow, which proceeding may be prejudiced by the participation of the Applicant in the short listing of Prospective Bidder; or
8. Any restrictions or limitations have been put on the Prospective Bidder pursuant to any regulatory or statutory guidelines to participate in the process; or
9. The Prospective Bidder has been convicted for an offence under any legislation designed to protect the members of the public from financial loss due to dishonesty, incompetence or malpractice; or
10. The Prospective Bidder has been disqualified from participating in the such EPC of Transmission Lines either by Government of India or any of the State Governments/ Union Territory Governments; Mere pendency of an appeal against the order of disqualification, if any, passed by Government of India or any of the State Governments/ Union Territory Governments will have no effect on the disqualification of Prospective Bidder; or
11. If information becomes known after the Prospective Bidder has been disqualified at any stage to proceed with the process, which would have entitled U.P.State Sugar Corporation Limited, to reject or disqualify the relevant Prospective Bidder, UPSSCL, reserves the right to reject or disqualify the relevant Prospective Bidder at that time, or at any time, such information becomes known to the U.P.State Sugar Corp. Ltd.
12. Debarment from bidding
  - (1) A bidder shall be debarred by the State Government if he has been convicted of an offence -
    - (a) under the Prevention of Corruption Act, 1988 (Central Act No.49 of 1988) (PC Act); or
    - (b) under the Indian Penal Code, 1860 (Central Act No. 45 of 1860) (IPC) or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract.
  - (2) A bidder debarred under sub-para (1) shall not be eligible to participate in a procurement process of any procuring entity for a period not exceeding 03 (three) years commencing from the date on which he was debarred.

UPSSCL determination that one or more of the events specified above have occurred shall be final and conclusive.

All pages of the Bid document including drawing shall be initialled with seal at the lower right hand corner or signed with seal wherever required in the Bid documents by the Bidder or by a person holding power of attorney authorizing him to sign on behalf of the Bidder before submission of tender. All signatures in Bid documents shall be dated as well.

**MANAGING DIRECTOR**

**U.P.State Sugar Corporation Limited**  
**Vipin Khand, Gomti Nagar,**  
**Lucknow,**  
**Uttar Pradesh – 226010**  
**Phone: 0522-2307828, 2307826**

## **SECTION II: TECHNICAL E-BID**

<b>II (A)</b>	<b>Bid FORM</b>
<b>II (B)</b>	<b>TECHNICAL BID PERFORMA</b>
<b>II (C)</b>	<b>SCHEDULE OF REQUIREMENTS</b>
<b>II (D)</b>	<b>DRAFT AGREEMENT</b>

## **SECTION II (A): Bid FORM (On Bidder's Letter Head)**

Ref. No

Date: .....

To:

The Managing Director,  
U.P. State Sugar Corporation Limited  
Vipin Khand, Gomti Nagar,  
Lucknow -226010 (U.P.),

Dear Sir,

Having examined the Bid Documents, we, the undersigned, offer to deliver Bid in conformity with the said Bid Document for supply, erection and commissioning of 132 KV transmission Line from Mohiuddinpur Sugar Mill (Distt. Meerut) to 132 KV Nagalpatu Mundali Substation on turnkey basis along with construction of foundations of transmission towers and all related civil works (EPC basis) at Mohiuddinpur as per specifications to your sugar mill in addition to this, the particulars of our organization such as legal status, details of experience and past performance, capability statement. . The required EMD for Rs. 6,00,000/- (Six lakhs) only in the form of Demand Draft or Bank Guarantee in favour of - U.P. State Sugar Corporation Limited, Lucknow, is furnished with this Technical Bid.

We further undertake, if our Bid is accepted, to deliver the Supply, erection and commissioning of 132 KV transmission Lines at Mohiuddinpur on turnkey basis along with construction of foundations of towers and all related civil works (EPC basis) with the delivery schedule specified in the Schedule of Requirements.

We agree to abide by this Bid for the Bid validity period specified in Clause 10 (a) of the Bid Document and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal contract is prepared and executed, this Bid, together with your written acceptance thereof and your notification of award shall constitute a binding contract between us. All the terms and conditions of the Bid Document including draft agreements are acceptable to us.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1998".

We understand that you are not bound to accept the lowest or any Bid you may receive.

Dated this.....day of.....20.....

-----  
Signature

-----  
(in the capacity of)

Duly authorized to sign Bid for and on behalf of.....

## SECTION II (B) : TECHNICAL BID PROFORMA

Name of Unit \_\_\_\_\_

TECHNICAL BID PROFORMA for Engineering, Procurement and Construction (EPC) for Supply, Erection and Commissioning of 132 KV transmission Line from Mohiuddinpur Sugar Mill (Distt. Meerut) to 132 KV Naglapatu Mundali Substation.

**(Proforma to be filled in by the Bidder on their own letter head duly annexed by documentary proofs and numbered serially)**

Sl. NO.	Particulars		Details	Page No.
1.0	Name of Purchaser		UP State Sugar Corporation Ltd.	
2.0	Name of the Bidder			
2.1	Constitution of Bidder Company/Group Company/LLP/ Partnership Firm/ Firm			
2.2	Registered Office Address			
2.3	Address, mail ID, phone number for sending all communication (letters) during the execution of the project.			
3.0	Details of Works executed (please enclose supporting documents) (Pl give Name of Place where transmission lines were constructed, Length, voltage, Year of installation and completion date ) Only those Transmission Lines will be considered which are supported by documentary proof .			
4.0	In regard to details of executed and completed Transmission Lines as given in Sl. No. 3 following details are also to be submitted; 1- Name of the Place where the Lines were constructed. 2- Address and contact number. 3- Enclose the completion certificates duly signed by Chief Executive Officer/ Competent authority of State Electricity Board.			

	4- Copy of letter of intent (LOI) / Contract Agreement		
5.0	Please enclose the Audited balance sheet and profit and loss account for the last 5 years (latest 2016-2017).		
6.0	Certificate from Chartered Accountant that average annual turnover of last 05 years (latest 2016-17)	Average Annual Turnover Rs. _____ crores	
7.0	Last five years Income tax returns i.e. FY 2016-17, 2015-16, 2014-15, 2013-14 and 2012-13		
8.0	Last three year net worth certificate duly issued by Chartered Accountant	Net worth 1 <sup>st</sup> Year Rs. _____ crores 2 <sup>nd</sup> Year Rs. _____ crores 3 <sup>rd</sup> Year Rs. _____ crores	
9.0	Statement of Legal Capacity as per Annexure- 2		
10.0	Undertaking (Security & Integrity) as per Annexure- 3		
11.0	Board Resolution from all Holding and Subsidiary companies if Bidder is participating as Group Company as per Annexure – 5		
12.0	Power of Attorney for Lead Member in case of Group Company as per Annexure – 6		
13.0	Memorandum of Understanding between Holding and Subsidiary Companies, if Bidder is participating as Group Company as per Annexure – 7		
14.0	In case of Company – Memorandum of Association – Articles of Association – Name & Address of Directors with %age of share holding – Certificate of Incorporation – List of major Shareholders		
15.0	In case of Group of Companies, for Holding Company & Its fully owned Subsidiary Company		

	<ul style="list-style-type: none"> <li>– Memorandum of Association</li> <li>– Articles of Association</li> <li>– Name &amp; Address of Directors with %age of share holding</li> <li>– Certificate of Incorporation</li> <li>– List of major Shareholders</li> <li>– %age of shares of holding company in Subsidiary Companies and vice versa</li> </ul>			
16.0	In case of Limited Liability Company (LLP) <ul style="list-style-type: none"> <li>- Certificate of Incorporation</li> <li>- Partnership Deed</li> <li>- Name &amp; Address of Partners</li> <li>- %age of holding of partners in LLP</li> </ul>			
17.0	In case of Partnership Firm <ul style="list-style-type: none"> <li>- Partnership Deed</li> <li>- Name &amp; Address of Partners</li> <li>- %age of holding of partners in Partnership Firm</li> </ul>			
18.0	In case of Proprietorship firm <ul style="list-style-type: none"> <li>- Name and Address of Proprietor</li> </ul>			
19.0	Name of authorized representative of the bidder along with Power of attorney or authorisation letter (please enclose the Board Resolution of the Company) Name Designation Address e-mail ID Mobile Number			
20.0	True attested copies of; <ul style="list-style-type: none"> <li>a. PAN card</li> <li>b. TAN</li> <li>c. GSTIN registration (including U. P.)</li> </ul>			
21.0	Details of EMD			
22.0	Details of e-bid document fee			

Signature of the representative  
of the Seller  
Name and address of the Bidder  
(Seal)  
Date \_\_\_\_\_



## SECTION II (C) : SCHEDULE OF REQUIREMENTS

Item Code	Brief Description	Destination	Period of Commissioning	e-Bid E.M.D.
	Engineering, Procurement and Construction (EPC) for Supply, Erection and Commissioning of 132 KV transmission Line from Mohiuddinpur Sugar Mill (Distt. Meerut) to 132 KV Naglapatu Mundali Substation on turnkey basis along with construction of foundations of Transmission towers and all related civil works (EPC basis) as per agreements to be executed and technical specification of this tender document	U.P. State Sugar Corporation Limited	Within 05 months from the date of receipt of first full advance	Rs. 6,00,000/-

**Annexure 2: Statement of Legal Capacity**  
**(To be forwarded on the letter head of the Bidder)**

Reference no: \_\_\_\_\_

Date: \_\_\_\_\_

To,

The Managing Director,  
U.P. State Sugar Corporation Limited  
Vipin Khand, Gomti Nagar,  
Lucknow- 226010

**Sub: Statement for Legal Capacity**

Sir,

This is with reference to the advertisement dated 12-05-2018 inviting Bids for Supply, Erection and Commissioning of 132 KV transmission Line from Mohiuddinpur Sugar Mill (Distt. Meerut) to 132 KV Naglapatu Mundali Substation on turnkey basis including civil works.

We have read and understood the content of this Tender Document and the advertisement.

(For Company/LLP/Firm/Partnership Firm)\*

We \_\_\_\_\_ (name of the Company/LLP/Firm/Partnership Firm) satisfy the eligibility criteria as detailed in the TECHNICAL BID.

We have agreed that [-----] (the undersigned) (insert individual's name) will act as the representative of our Company/LLP/Firm/Partnership Firm \* and on our behalf and has been duly authorized to submit the Application. Further, the authorized signatory is vested with requisite powers to furnish such letter and Request for Qualification and authenticate the same\*.

Yours Faithfully,

Individual/ Authorized Signatory,  
For on behalf of (party/member)

\* Strike out whichever is not applicable

### **Annexure 3: Undertaking (Security & Integrity) on Bidder's Letter head**

1. We certify that in regard to matters other than security and integrity of the country, we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to manage the public sector unit when it is disinvested or which relates to a grave offence that outrages the moral sense of the community.
2. We further certify that in regards to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our sister concerns.
3. We undertake that in case due to any change in facts or circumstances during the contract period, we are attracted by the provisions of disqualification in terms of the subject guidelines; we would intimate the Govt. Of UP/ UPSSCL of the same immediately.
4. We also certify that we have not been disqualified from participating in the tender processes either by Government of India or any of the State Governments.

Yours Faithfully

(Individual/ Authorised Signatory)

On behalf of the Company/LLP/ Firm/ Partnership Firm

#### **ANNEXURE 4: BOARD OF RESOLUTION – GROUP OF COMPANIES**

**(On the letter head of the each company)**

##### **FORMAT FOR BOARD RESOLUTION FOR COMPANIES**

**“RESOLVED THAT** approval of the Board be and is hereby granted to form and join the with\_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, and \_\_\_\_\_ (names and addresses of the Companies) for submitting e-bid, and all the supporting documents for Engineering, Procurement and Construction (EPC) for Supply, Erection and Commissioning of 132 KV transmission Line from Mohiuddinpur Sugar Mill (Distt. Meerut) to 132 KV Naglapatu Mundali Substation and all related civil works on turnkey basis for Unit \_\_\_\_\_ owned by UPSSCL.

**“RESOLVED FURTHER THAT** the “draft” Memorandum of Understanding (“MoU”) to be entered into with the Companies (a copy whereof duly initiated by the Chairman is tabled in the meeting) be and is hereby approved.”

**“RESOLVED FURTHER THAT** Mr. \_\_\_\_\_ (name), \_\_\_\_\_ (designation) be and is hereby authorised to enter into the MoU, on behalf of the company.

**RESOLVED FURTHER THAT** Mr. \_\_\_\_\_ (name) \_\_\_\_\_ (designation) be and is hereby authorised to execute a Power of Attorney in favour of \_\_\_\_\_ (name of company) to act as the Lead Member and provide all the information/documents required from the Company to participate in the bidding process as a Lead member.

**RESOLVED FURTHER THAT** Mr. \_\_\_\_\_ (name) \_\_\_\_\_ (designation) be and is hereby authorised to accept a Power of Attorney granted by the other Companies, to act as the Lead Member and provide all the information/documents required from the Company to participate in the bidding process.

**(For Lead Member)**

**ANNEXURE 5: FORMAT FOR POWER OF ATTORNEY DULY ATTESTED BY NOTARY PUBLIC FOR LEAD MEMBER**

**<On a Stamp Paper>**

**Power Of Attorney**

Whereas UPSSCL has invited e-bid, and all the supporting documents for Engineering, Procurement and Construction (EPC) for Supply, Erection and Commissioning of 132 KV transmission Line from Mohiuddinpur Sugar Mill (Distt. Meerut) to 132 KV Naglapatu Mundali Substation along with all civil work for Unit \_\_\_\_\_ owned by UPSCCL.

Whereas, it is necessary under the e-bid for the companies to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of all companies, all acts, deeds and things as may be necessary in connection with the participation in the bid process.

**NOW THIS POWER OF ATTORNEY WITNESSETH THAT;**

We, M/s. \_\_\_\_\_, M/s \_\_\_\_\_ M/s. \_\_\_\_\_, and M/s..... (the respective names of companies and addresses of the registered office) do hereby designate M/s.....being one of the member company, as the Lead Member, to do on behalf of all companies, all or any of the acts, deeds or things necessary or incidental to the bidding process, including submission of e-bid, participating in conferences, responding to queries, submission of information / documents and generally to represent the Companies in all its dealings with UPSSCL, any other Government Agency or any person, in connection with the bidding process until culmination of the process of bidding.

We hereby agree to ratify all acts, deeds and things lawfully done by the Lead Member pursuant to this Power of Attorney and that all acts deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

Dated this the .....Day of .....2018

.....  
(Executants)  
(To be executed by all the members)

**Common Seal**

Place:

## **ANNEXURE 6: FORMAT FOR MEMORANDUM OF UNDERSTANDING**

**This Memorandum of Understanding (“MoU”)** entered into this \_\_\_\_day of\_\_\_\_  
2018 at \_\_\_\_\_

### **Between**

\_\_\_\_\_(hereinafter referred as”\_\_\_\_\_) and having office at  
\_\_\_\_\_, India **Party of the First Part**

### **AND**

\_\_\_\_\_(hereinafter referred as”\_\_\_\_\_) and having office at  
\_\_\_\_\_, India **Party of the Second Part**

### **AND**

\_\_\_\_\_(hereinafter referred as”\_\_\_\_\_) and having office at  
\_\_\_\_\_, India **Party of the Third Part**

### **AND**

\_\_\_\_\_(hereinafter referred as”\_\_\_\_\_) and having office at  
\_\_\_\_\_, India **Party of the Fourth Part**

The Party of the First Part, Party of the Second Part, Party of the Third Part, and the Party of the Fourth Part are individually referred to as “**Party**” and collectively as “**Parties**”.

**WHEREAS** UP State Sugar Corporation Ltd. (UPSSCL) has invited bids for Engineering, Procurement and Construction (EPC) for Supply, Erection and Commissioning of 132 KV transmission Line from Mohiuddinpur Sugar Mill (Distt. Meerut) to 132 KV Naglapatu Mundali Substation including all related civil works for Unit \_\_\_\_\_ owned by UPSCCL.

**AND WHEREAS** the Parties have had discussions for formation of a Group of Companies between their Holding Company and Subsidiaries Companies for participating in bidding for above bid and have reached an understanding on the following points with respect to the Parties’ rights and obligations towards each other and their working relationship.

### **IT IS HEREBY AS MUTUAL UNDERSTANDING OF THE PARTIES AGREED AND DECLARED AS FOLLOWS:**

In consideration of the above premises and agreements all the parties to this Group do here by now agrees as follows:-

- 1) In consideration of the award of the Contract, we, the members do hereby agree that M/s-----shall act as Lead member and shall have at least 26% of the Interest. We further declare and confirm that we shall jointly and severally be bound for the successful performance of the Contract. Lead member will be fully responsible for Supply, Erection and commissioning and civil works and to construct 132 KV transmission Line from Mohiuddinpur Sugar Mill (Distt. Meerut) to 132 KV Naglapatu Mundali Substation .
- 2) Lead Member shall participate in the bidding process and shall submit e-bid document fees, EMD and other related documents required as per the bid document.
- 3) The \_\_\_\_% of interest of the Group by the other Members shall be as under :  
.....  
.....  
.....
- 4) That the shareholding commitments shall be recorded in this MoU and no changes shall be allowed thereof, except in accordance with the provisions as laid down in Tender document.
- 5) In case of any breach of the said Contract by the Lead Member or other Constituent of the agreement, the Lead Member do hereby agree to be fully responsible for the successful performance of the Contract and to carry out all the obligations and responsibilities under the Contract in accordance with the requirements of the Contract.
- 6) Further, if the owner suffers any loss or damage on account of any breach in the Contract the Lead Company of these presents undertake to promptly make good such loss or damages caused to the UPSSCL, on its demand without any demur. It shall not be necessary or obligatory for the UPSSCL to proceed against Lead Member to these presents before proceeding against or dealing with the other Partner(s).
- 7) The financial liability of the members of this Group to the UPSSCL, with respect to any of the claims arising out of the performance or non performance of the obligations set forth in the said Group, read in conjunction with the relevant conditions of the Contract shall, however, not be limited in any way so as to restrict or limit the liabilities of any of the members of the agreement.
- 8) This group shall be construed and interpreted in accordance with the laws of India and the courts of Lucknow shall have the exclusive jurisdiction in all matters arising there under.

- 9) In case of an award of a Contract, we the group do hereby agree that we shall be jointly and severally responsible for the scope of the tender respectively executed and Lead Member shall furnishing a Bank guarantees in favour of the UPSSCL in the forms acceptable to purchaser.
- 10) All the agreements shall be executed with the Lead member. All the payments etc will be made to the Lead Member by UPSSCL as per the terms of agreement.
- 7) It is further agreed that the Group shall be irrevocable and shall form an integral part of the Contract, and shall continue to be enforceable all the owner discharges the same. It shall be effective from the date first mentioned above for all purposes and intents.

In witness whereof the Parties affirm that the information provided is accurate and true and have caused this MoU to be duly executed on the date and year hereinabove mentioned.

.....  
(Party of the First Part)

.....  
(Party of the Second part)

.....  
(Party of the Third Part)

.....  
(Party of the Fourth Part)

Witnesses:

1.

2.

Note: The members may add any other terms and conditions as may be mutually decided by them and which are not inconsistent with the terms & conditions mentioned above.



**SECTION – B**  
**DRAFT AGREEMENT FOR SUPPLY**  
**ON NON JUDICIAL STAMP PAPER (VALUE Rs.100)**

THIS AGREEMENT, made on the \_\_\_\_ day of \_\_\_\_ 2018, at \_\_\_\_\_, between U.P. State Sugar Corporation Limited , Vipin Khand, Gomti Nagar, Lucknow 226010, AND hereinafter referred to as the “PURCHASER” represented by Mr. \_\_\_\_\_, General Manager, Unit – Mohiuddinpur of the Purchaser of the ONE PART., (a company registered under the Company’s Act 1956, having its registered office at Vipin Khand, Gomti Nagar Lucknow), which expression shall unless repugnant to the subject or context include its legal representatives, administrators or permitted assigns, AND

M/s \_\_\_\_\_, a company within the meaning of Companies Act, 1956, having its registered office at \_\_\_\_\_ and corporate office at \_\_\_\_\_, hereinafter referred to as the “SELLER”, which expression shall unless repugnant to the subject or context include its legal representatives, administrators or permitted assigns, represented by Mr. \_\_\_\_\_ (Name and Designation), of the Seller of the other part.

AND WHEREAS the offer of the Seller contained in letter ref. \_\_\_\_\_ dated \_\_\_\_\_ modified after subsequent negotiations with the Purchaser in the meeting dated \_\_\_\_\_ (if any), to design, manufacture/procure, and supply , erection and commissioning of 132 KV transmission Line from Mohiuddinpur Sugar Mill (Distt. Meerut) to 132 KV Naglapatu Mundali Substation on turnkey basis at the sugar mill (hereinafter referred to as the ‘site’) for the Purchaser’s Sugar Plant at \_\_\_\_\_ according to Scope of Work as per Clause 2 and specifications etc. given in Annexure – B-1 to Annexure B-5 forming part of this Agreement has been accepted by the Purchaser on the terms and conditions hereinafter appearing and the Seller has been awarded the Letter of Intent ref. \_\_\_\_\_ dated.....

AND WHEREAS the Contract Price hereinafter mentioned is based on the Seller’s undertaking to supply and construct for the said 132 KV transmission Line in such a manner so as to enable the commissioning of the Lines by 05 months from effective date/zero date, in which respect time is the essence of the contract and if the Seller fail to do so, the Seller shall pay Liquidated Damages as hereinafter provided, as per terms of the Agreement. However, the Liquidated damages will be applicable for the delay beyond 05 months from effective date/zero date.

Now, therefore in consideration of the mutual covenant, rights and obligations of the parties as hereinafter set forth, IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES here to as follows.

**1.0 DEFINITIONS**

- a) **Site**  
Site shall mean the location of the existing Sugar Mill at \_\_\_\_\_ from where construction of 132 KV transmission Line on turnkey basis is to be done.
- b) **Supplies**

The Supplies shall mean the total Material including transmission towers, conductors, earthing material, civil material etc required for construction of 132 KV transmission Line with the Specifications as specified in Annexure – B-1 to Annexure B-5 forming part of this Agreement.

c) **Contract Price**

The Contract Price shall mean the price defined in Clause 3 hereof together with all increases or decreases thereto under this Agreement.

d) **Commissioning**

The commissioning shall mean assuring of designing, manufacturing, procuring supply of all Material including Civil Works and erection of transmission lines as per specifications are completed to the entire satisfaction of the Purchaser and UP Electricity Board.

e) **Effective Date/Zero date**

The Effective Date/Zero Date shall mean the date of signing of the Agreement.

**2.0 SCOPE OF WORK**

2.1 The Scope of work shall include design, engineering, manufacture, procurement, supply and erection & commissioning of 132 KV Transmission Line from Mohiuddinpur Sugar Mill to 132 KV naglapattu, Mundali Sub Station (Meerut) as detailed in Annexure – B-1 to Annexure B-5, annexed to and forming part of this Agreement in conformity with the specifications and to commission the Transmission Line within the time provided in Clause 5.1 of this Agreement. The Transmission Line shall be suitable for transmitting 15 MW Power from Co-Generation Power Plant of Mohiuddinpur Sugar Mill to Mundali Sub Station at 132 K Voltage conformity to the Indian Electricity Rules 1956 as amended up to date .

2.2 The seller shall also need to complete all associated work required for erection , commissioning of complete Transmission Line and proving performance at site within 05 months from the date of Effective Date/Zero Date as per Clause 1.0(e) above. The specification of the 132 Transmission Line, wherever not mentioned in these specification shall be according to guidelines / specifications designed and finalized by UPSEB Official.

2.3 The Seller will be responsible for providing an efficient, reliable and state of art technology equipment as per norms. The specifications in this section, attempt to define the scope and specifications.

2.4 The scope of work of Transmission Line is from switch yard Gantry at Mohiuddinpur Factory Site to Mundali Sub Station Switch Yard Gantry.

2.5 The scope of work for the equipment, associated systems covered under the specifications will include, but not limited to the following:-

a) Design, engineering, supply, fabrication, manufacture, assembly, inspection, erection and commissioning at manufacturer's works.

- b) Providing materials and equipment for testing at site, as required.
  - c) All spare parts required for the commissioning
  - d) Special tools and tackles required for construction of Transmission Line.
  - e) The specifications are intended to cover the design, engineering, manufacture /procure, supply, erection, testing and commissioning of entire sugar plant equipment, necessary piping /supports , necessary structures and supervision of civil works.
  - f) Supplies and services shall be rendered in conformity with proven engineering principles, taking into account the current state of the art technology. The requirements of the contract must be fulfilled in its entirety.
  - g) The supplies within the scope shall be rendered inclusive of all appliances and interconnecting arrangements, necessary for installation of all accessories .
  - h) The scope of supply shall include all necessary work and supply of equipment and material whether mentioned in these specifications or not, but which are necessary for the construction of transmission lines with satisfactory performance.
- 2.6 Any equipment, devices or material, if not included in this EPC bid, but found necessary for the safe and satisfactory functioning of the unit under this EPC bid, shall be supplied by the Supplier at no extra cost to the purchaser as though, such equipment, material or work were originally specified and formed part of the scope of work.
- 2.7 Design and drawing of Transmission Line foundation and other related civil works shall be in scope of seller. Seller should provide above mentioned design/drawings duly approved by UPSEB official .
- 2.8 The Seller shall arrange all statutory requirements / approvals for construction of Transmission Lines such as railway crossing , road crossing, highway crossing, canal crossing , river crossing etc from authorized / Govt. Agencies/Railway Authority. However Purchaser will submit required application and will deposit prescribed fees with the relevant authority. The Seller shall provide all required drawings and technical specifications Line diagram for preparation of proposal for these approvals.
- 2.9 The Seller will;
- Arrange all clearances from Govt authorities for tree cutting, removal of fallen tree, acquisition of right of way and payment of compensation to farmers etc as per special condition of contract thereof . All legal formalities/fees will be deposited by the purchaser. Purchaser shall give full support and co-operation to seller for getting these approvals.
- Arrange inspections and approvals for commissioning of Transmission Lines from Local UPSEB authorities . All work will be executed under the supervision of local UPSEB official.

2.10 Scope of work will include:

Preparation and submission of drawings related with Transmission Line .

Preparation of BOQ.

Preparation of inspection plans and implementation schedule.

Preparation of schedule for commissioning .

- 2.11 The Seller shall ensure that the Materials are delivered in sequence of priority for erection so that the items which are to be first erected as per erection schedule shall be generally sent first and with the same order of priority. The progress of delivery shall be maintained thereafter accordingly.
- 2.12 The Performance of the Transmission Line be deemed to be fulfilled if 12 MW Power is transmitted from Co-Generation Power plant of Mohiuddinpur to Mundali Sub Station satisfactory according to the norms described in The Indian Electricity Rule.
- 2.13 Provided further that in case the Purchaser requires any addition/reduction in items of the Transmission Lines or ask for any major changes in the specifications as given in Annexures –B-1 to B-5, annexed to and forming part of this Agreement within one months from the date of signing this Agreement, the Seller hereby agree to make such supplies, additions, modifications, alterations or changes and Purchaser shall bear the reasonable cost on mutually agreed basis. If
- 2.14 The Seller shall furnish price break up and monthly billing schedule and monthly fund requirement statement towards supply of Material within 30 days from the date of signing of this Agreement. Running payment will be made as per actual workdone and also on the basis of Approved price breakup.
- 2.15 Transmission Line is to be commissioned on the desired date finalized by the Purchaser without any price escalation of approved rates . The price of different items and date of Commissioning of the transmission line is not changable. The variation in quantity is  $\pm 10\%$  is allowed.
- 2.16 Seller shall be solely responsible for designing, procuring, manufacturing, supplying, supervising the Erection and Commissioning, supervising the civil works of 132 KV transmission Line and performance thereof..
- 2.17 Special tools and tackles / welding equipment required for Construction of Transmission Lines will be arranged by Seller.

### 3.0 CONTRACT PRICE

- 3.1 The Seller agrees to design, procure, manufacture, supply, erection and commissioning of complete 132 KV transmission Line specified in Annexures B-1 to B-5 annexed to this Agreement along with all Civil works herein mentioned at a total price of Rs..... lakhs (Rupees ..... ) only subject to terms and conditions, hereinafter, provided. Rate of individual items will be firm but variation in quantity is allowed. Payment will be made as per actual quantity.

The above price offered will be “F.O.R. Destination i.e. site price” and rates approved in tender item-wise is given below :-

**Note:**

Purchaser shall be entitled for the GST credit benefits wherever legally permissible as per applicable GST provisions from time to time. Sellers shall ensure, in time, the requisites from their end to this effect.

- 3.2 The total price offered at 3.1(v) above is inclusive of the total amount in respect of GST (IGST/CGST/SGST), Customs and other taxes and duties and applicable cesses which shall be payable by the purchasers. The goods will be sent duly insured by a Insurance Companies regulated by IRA as mentioned in clause 4.0. Any increase or decrease in taxes or duties will be made applicable to both the Purchaser & Seller subject to the authenticated proof. Any positive/negative impact of GST/ new imposition of taxes, duties, levies, cess etc. will be to the account of the Purchaser .
- 3.3 All the above details of taxes actually paid by the Sellers shall be shown separately for own manufactured items and for bought out items in each invoice/bills to be submitted by the Sellers. The amount shown in Seller’s bill for payment of all such taxes, sur-charges and duties will be computed on the basis of relevant statutory provisions in force on the date of despatch and shall be the actual amount as paid by the Sellers. The Sellers shall furnish to the Purchasers with their bills gate pass in support of GST (IGST/CGST/SGST) paid.
- 3.4 The Sellers shall within one month from the date of finalisation of this Agreement furnish the Purchasers with an indication of the approximate incidence of GST (IGST/CGST/SGST), custom duty, local taxes, tax in relation to goods supplied in execution of the contract and any other taxes or duties and octroi payable by the Purchasers under the contract based on the rates prevailing on the date of Agreement.
- 3.5 PROVIDED ALWAYS THAT the Purchaser or their authorised representatives shall be shown all original documents and accounting records in support of GST, applicable taxes and duties, customs duties on imported components and original bills of the sub-vendors for satisfying that the taxes as aforesaid has actually been paid to the sub-vendors including taxes and duties charged in bills.

- 3.6 PROVIDED that not later than 30 days of the date of signing of this Agreement, the Seller shall furnish to the Purchaser a statement for price breakup as per Approved rates in BOQ which the purchaser shall pay to Seller.
- 3.7 On the basis of price break-up given by Seller , the Seller shall provide month wise fund requirement to the purchaser .
- 3.8 The sale of Material of Transmission Lines under this Agreement shall be governed by Sales of Goods Act and all necessary forms required for the concessional GST purposes including way bills, if applicable shall be exchanged between the Purchaser and Seller.
- 3.9 The total Contract Price at 3.1 (v) above is inclusive of the total amount in respect of GST (IGST/CGST/SGST), Customs duties, and any other taxes, duties, and levies, imposed by law leviable on the Machinery and Equipment supplied to the Purchaser on the Machinery and Equipment dispatched from Seller's works and/or on finished bought out items supplied directly to the Site from sub-sellers/contractors works. All the above detailed taxes actually paid by the Seller shall be shown separately for own manufactured items and for bought out items and claimed by the Seller from the Purchaser in each invoice/bills to be submitted by the Seller.

The amount shown in Seller's bill for payment of all such taxes and duties, will be computed on the basis of relevant statutory provisions in force on the date of dispatch and shall be the actual amount as paid by the Seller.

Any increase or decrease in taxes or duties will be made applicable to both the Purchaser & Supplier subject to the authenticated proof. Any positive/ negative impact of GST/ new imposition of taxes, duties, levies, cess etc will be to the account of the Purchaser from the date of implementation of GST/new imposition.

The sale of machinery and equipment under this Agreement shall be governed by the Sale of Goods Act. Necessary forms including way bills, if any under GST laws required for the tax purposes shall be furnished by the Purchaser to the Seller within prescribed time. In the event of PURCHASER's inability to provide the aforesaid forms within the prescribed period, the PURCHASER shall pay the differential Tax, Penalty and Interest to the SELLER, in case levied.

#### **4.0 INSURANCE**

The Contract Price mentioned in clause 3.1(v) is inclusive of the charges for comprehensive transit risk, insurance charges of all Supplies, other consumables, directly despatched to the Purchaser's sugar plant site from Seller/sub-contractors or sub-suppliers from respective places of manufacture and despatch and the transit insurance policy in respect thereof shall be arranged by the Seller at such premium rates with such insurance company as may be approved by the Purchaser and kept in full force till the actual date of commissioning of the transmission lines. All insurance charges in this respect shall be borne by Seller.

If any consignment is received at the place of destination in damaged condition or is lost in transit, the representative of the Erection Contractor will take open delivery from the carriers and will give suitable remarks in the delivery book maintained by the Station Master or other carriers about the loss or breakage in transit. The representative of the Seller shall lodge claims with the Railways or other carriers on behalf of the Seller in time with a copy to the Sellers Head Office to enable them to lodge claim with the insurance company. All realisation of claims from the carrier/railway and insurance company, whether in the name of the Seller or the Purchaser, shall be to the account of the Seller. The Seller shall supply the replacement of Machinery and Equipment, goods or parts lost or damaged in transit, free of cost delivered at 'site' to the Purchaser within the time so as to adhere to the date of commissioning i.e. by 05 months from the Effective Date.

## **5.0 DELIVERY**

- 5.1 The Seller agree to supply the All material of Transmission Line as detailed in Annexures B-1 to B-2 of this agreement and other appendices annexed to and forming part of this Agreement, so that the Commissioning of transmission line shall be completed in all respects by (05 months from Zero date) in which respect TIME IS THE ESSENCE of the contract and subject to the term and conditions of this Agreement. The Seller shall for such purpose depute their qualified engineers, and the cost of such overseeing, including the expenses on staff deputed for the purposes are included in the Basic Price mentioned in Clause 3.1.

## **6.0 DISPATCH OF MACHINERY AND EQUIPMENT**

- 6.1 Seller agree to start the supply of Transmission Lines and construction of foundations and buildings specified in accordance with Annexure B-1 to B-5 forming part of this Agreement from effective date, so that the commissioning of transmission line is completed by 05 months from the Effective Date .

## **7.0 PERFORMANCE AND GUARANTEE:**

- 7.1 The Seller hereby guarantee:
- (a) That all the Material and Equipment are supplied as specified in Annexure B-1 to B-05 of this Agreement.
  - (b) That all the machinery and equipment will be brand new of latest design and first class material and workmanship. Any part found defective shall be replaced or satisfactorily rectified by the seller free of charge, should such defect be due to either faulty design, workmanship or use of defective material.
  - (c) The 132 KV Transmission Lines should be capable of transmit Power more than 15 MW continuously.

## **08.0 DAMAGE TO PERSONS**

During and until the commissioning of the Transmission Lines the Sellers shall be fully responsible for any loss or damage to persons and property resulting from any cause whatsoever connected with the supervision of erection work and the Sellers shall provide at his own cost, for his persons visiting the site/working at the site insurance for death or bodily injury suffered by them.

In every case in which by virtue of the provisions of the Workmen's Compensation Act 1923, the Purchaser are obliged to pay compensation to a workman employed by the Sellers or by any of their sub-contractors in the execution of the work, the Purchaser will recover from the Sellers the compensation so paid, and without prejudice to the rights of the Purchaser under any Section of the said Act, the Purchaser shall be at liberty to recover such amount or any part thereof by deducting it from the sum due to the Seller whether under this contract or otherwise, or realize the same from the Seller as arrear of land revenue..

The Purchaser shall not be bound to contest any claim made against it under any Section of the said Act, except on the written request of the Seller and upon their giving to the Purchaser, full security for all costs for which the Purchaser might become liable in consequence of contesting the claim.

## **11.0 PURCHASER'S RESPONSIBILITY**

- (a) The Purchaser shall provide suitable space for storing all Material of Transmission Lines within Sugar Plant, free of charge, to the Seller. Secured and covered space shall be provided by the Purchaser for storing items of delicate and sophisticated machinery.
- (b) The details of essential fabrication works to be done at Sugar Plant site shall be furnished by the seller to the purchaser well in advance, the Purchaser will, on the request of Seller, provide suitable area for site fabrication of items.
- (c) The Purchaser shall provide a electricity supply for site fabrication, in accordance with above, for which a separate energy meter will be installed by the Purchaser so that the Seller notwithstanding any thing contained in clause / OCG of this Agreement, pays to the Purchaser the actual cost of electricity consumed for site fabrication purpose.
- (d) The Purchaser shall provide at their own cost to the seller adequate water supply at factory site.
- (e) The Purchaser shall pay the required statutory inspection and other fees and charges payable under the provisions of any Act or Regulations in respect of the construction of Transmission Line and get the approval thereof.
- (f) Accommodation if available at site, shall be provided by Purchaser to Seller staff free of charge. In case of insufficient residential accommodation with mills, Seller has to arrange of his own for which no compensation will be given by Purchaser. Seller has to



arrange for medical facility for his staff at site, for which no compensation will be given by the Purchaser.

All other arrangements for food etc will be made by the Seller.

## **12.0 SELLERS RESPONSIBILITIES :**

- a) Will provide TOWER SCHEDULE, price break-up, billing schedule, delivery time schedule, detailed civil drawings, structural drawings, etc .
- b) Within 15 (fifteen) days of the signing of this agreement the Seller shall indicate the itemwise wise break-up prices for payment purpose.
- c) The sellers will obtained all local statutory requirements and consents / approvals for construction of Transmission Lines such as railway crossing, road/highway/canal/ river crossing from various agency & State Electricity Boards / Railway Deptt. however required fees and application for getting such approval will be submitted by Purchaser .
- d) Seller shall be responsible for resolving ROW including access to site. Seller shall take care of the payment to be released to beneficiary.

## **13.0 FORCE MAJEURE**

### **13.1 Definition**

- (a) The right of the Seller to proceed with the work shall not be terminated as provided in Clause 30 because of any delay in the completion of the work due to unforeseen causes beyond the control and without the fault or negligence of the Seller or their sub-contractors including (but not restricted to) Act of God or Public enemy, action of Govt. in its sovereign capacity, floods, epidemics, quarantine, strike, lock-outs, fires, explosions, accident, stoppage in the supply of power, civil commotion, riots, etc. In the event of any of the aforesaid contingencies, unusual or extra ordinarily prolonged, the Purchaser will be promptly kept informed by the Seller by Fax/ E-mail followed by confirmation in writing with documentary proof within 15 days of the commencement and completion of Force Majeure circumstances. This Force Majeure clause shall also apply to major sub-contractors of Seller.
- (b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Sub- Consultant or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Agreement, and (B) avoid or overcome in the carrying out of its obligations hereunder.
- (c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

### **13.2 Measures to be taken**

- (a) A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfill its obligations hereunder with a minimum of delay.
- (b) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than 14 (fourteen) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.
- (c) The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

### **13.3 Extension of time**

Any period within which a Party shall, pursuant to this Agreement, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

## **14.0 TERMS OF PAYMENT**

15.1 The Purchasers shall pay the contract price in the following manner:

15.1.1 Rs. \_\_\_\_\_ paid as advance being 10% of the contract price alongwith applicable taxes and duties thereon on signing of this Agreement against furnishing an Advance Bank Guarantee of 10% of the contract price of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) by the Seller as per format annexed herewith as Annexure\_\_\_ and valid till completion of supplies. The advance given shall carry interest @ 12 % per annum on reducing balance from the date of issue of cheque/bank draft till the progressive adjustment in the bills.

- a) Furnishing of Timely Delivery bank Guarantee of 10% of Contract price amounting to Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only).

All the above advance payment shall be utilised by the Seller for the purpose of procurement of materials/equipment required for the said Machinery and Equipment only. The seller shall produce a utilisation certificate of the advance, within 30 days of receiving it, for placement of orders of all bought out items as envisaged in clause 5.4. They shall also furnish the proof and confirmation by the sub suppliers of seller with details mentioned as above, in respect of bought out items.

The Bank Guarantees referred to above from sub-clause 15.1.1 shall be automatically adjusted and get reduced with the progress of delivery of material to the extent of total value of Supplies dispatched by the Seller upto that time.

15.1.3 After adjusting proportionate amount of advances, the balance 90% of the Contract Price i.e. Rs. \_\_\_\_\_ on prorata basis, proportionate amount of interest due as per clause 15.1.1 will be adjusted from the payment, including 100% necessary facilities as per Clause No. 3.1 along with 100% applicable taxes, duties and levies, both for own manufactured and bought out items to be paid on receipt of material at site subject to the Seller complying with all contractual obligations which have become due upto that time, operable against memorandum of payment accompanied by the following documents to be presented by the Seller in support of actual dispatch of machinery/ equipment of the plant, duly endorsed in favour of the purchaser:

- a) Original invoices, dispatch list and photocopy duly attested by the Seller) of Railway Receipt/Goods Receipt to be presented by the Seller against full part of the machinery supplied. In every invoice, the Seller shall give reference of the detailed billing list against each items supplied. He will also submit certificate of insurance of the goods dispatched.
- b) Photocopy bills for GST, invoices and gate pass showing the actual amount of GST paid on all bills so as to ensure that the Purchaser gets the applicable GST credit.

However, the Purchaser and Seller by mutual consent may agree to make alternative financial arrangement for retiring documents through bank or payment by Demand Draft.

Any wharfage or demurrage attributable to the Seller shall be borne and payable by the Seller and shall be the responsibility of the Seller only. In case the machinery is transported by road, the same shall be transported through approved transporters and duly insured. Provided further that the Seller shall not charge any escalation in any bill for the base price of any consignment.

15.1.4 The Seller shall not sell or divert any material, sub-assemblies, Machinery and Equipment meant for the Purchaser, after the same have been inspected by the Purchaser, or authorised representative of the Purchaser, under any circumstances, without prior written consent of the Purchaser as per terms of this Agreement.

15.1.5 All bank charges for retiring the documents through any means for payment of the contract price shall be borne by the Purchaser. The seller, however, shall furnish the relevance/ proof of such bank charges incurred by them.

15.1.6 In case any Machinery and Equipment is not received at site within twenty days from the date of payment in respect thereof is made to the Sellers by the purchasers, then interest at bank lending rate shall be paid by the Sellers to the Purchasers from the date of payment as aforesaid is made till the date the Machinery and Equipment concerned is received at site.

15.1.7 The advance given under clause 15.1.1 shall carry interest @12% per annum on reducing balance from the date of issue of cheque/bank draft till the progressive adjustment in the bills under Clause 15.1.3.

- 15.1.8 The earnest money deposited with bid will be returned on submission of 5% Performance bank Guarantee (PBG) valid initially till 365 after the commissioning of transmission lines.

## **16.0 PENALTIES:**

### **16.1 Liquidated damages for delay in delivery:**

To secure the contractual obligations under this Agreement, the Seller shall be liable to pay the following penalties, if the Seller

- (i) Fail to deliver any or all items within the time specified in this Agreement, they shall pay liquidated damages for delay by an amount equal to 1/2% (Half per cent) per week or part thereof on the unsupplied machinery and equipment or the part which has not been executed by the Seller, of the contract price but not exceeding 10% (Ten per cent) of the contract price mentioned as in clause 3.1v.
- (ii) For this Timely Delivery Bank Guarantee will be provided by the Seller, within 30 days of receiving the advance or start of delivery of Machinery and Equipment which ever is earlier, for 10% (Ten per cent) of contract price mentioned at 3.1v amounting to Rs. .... lakhs (Rupees ..... ) only. This guarantee shall be against timely delivery of Machinery and Equipment and will be and reduced with the progress of supply of Machinery and Equipment. This guarantee shall be valid upto 60 days (sixty days) after the scheduled date of commissioning of Transmission Lines.

## **17.0 BANK GUARANTEE**

### **17.1 To secure the contractual obligations as per this Agreement the Seller at their own cost shall furnish to the Purchaser, the following three bank guarantees, in favour of Purchaser, by a Nationalised/Scheduled bank. All the guarantees shall be in the formats enclosed as Annexures B-6, B-7 and B-8 to this Agreement.**

- (i) Bank Guarantee for Advance – A bank guarantee for receiving the advance of 10% of contract price mentioned in Clause 3.1(v) amounting to Rs. .... lakhs (Rupees ..... ) only. This guarantee will be automatically adjusted and reduced with the progress of supply of Machinery and Equipment. This guarantee shall be furnished at the time of signing this Agreement.
- (ii) Timely Delivery Bank Guarantee – A bank guarantee, within 30 days of signing of agreement, for 10% (Ten per cent) of contract price mentioned at 3.1(v) amounting to Rs. .... lakhs (Rupees ..... ) only. This guarantee shall be against timely delivery of Machinery and Equipment and will be and reduced with the progress of supply of Machinery and Equipment. This guarantee shall be valid upto 60 days (sixty days) after the scheduled date of completion of commissioning of transmission line.

- (iii) Performance Bank Guarantee (PBG) – A bank guarantee will be furnished by the Seller on signing of this Agreement for 5% (Five per cent) of the contract price mentioned at clause 3.1(v) amounting to Rs..... lakhs (Rupees ..... ) only. This guarantee shall be in respect of guaranteed performance of transmission lines. This bank guarantee shall be valid initially till 365 days after the commissioning of transmission line .
- 17.2 If the Seller shall abandon this contract or otherwise fail to supply and deliver the Machinery and Equipment within the scheduled period or any extension thereof granted by the Purchaser, or if the work or any part thereof is taken out of the Seller's hands under Clause 13.0 and in any such case the Seller shall refund to the Purchaser within 30 days of demand such part of the advance payments thereunder made to them. The Purchaser shall have the right to proceed in any manner, as deemed fit, to protect their interest.
- 17.4 The bank guarantee or guarantees required to be furnished by the seller under the provision hereof to secure the timely delivery and establishment of performance parameters of the Machinery and Equipment supplied by them or for any other purpose under the provisions hereof shall be in the format is given in Annexures B-6 to B-9 to this Agreement, which formats shall invariably include the provision that the decision of the Purchaser as to whether there has been any loss or damage or default and or negligence on the part of the Seller will be final and binding on the guarantor, that the right of the Purchaser shall not be affected or suspended by reason of the fact that any dispute or disputes have been raised by the Seller with regard to their liability or that proceedings are pending before any tribunal, arbitrator(s) or court with regard thereto or in connection therewith, that the guarantor shall pay to the Purchaser the sum under the guarantee(s) without demur on first demand and without requiring the Purchaser to invoke any legal remedy that may be available to them, that it shall not be open to the guarantor to know the reasons of or to investigate or to go into the merits of the demand or to question or to challenge the demand or to know any facts affecting the demand or to require proof of the liability of the seller before paying the amount demanded by the Purchaser under the guarantee(s). In case of invocation of any bank guarantee/s the Purchaser represented by the General Manager of the\_\_\_\_\_ shall have the full and total rights. The invocation need to be countersigned by Managing Director, U.P. State Sugar Corporation Limited, Lucknow (U.P.).
- 17.5 The Bank guarantee or guarantees required to be furnished by the Sellers under the provisions hereof to secure the timely delivery and commissioning of transmission lines supplied by the Seller or for any other purpose under the provisions hereof shall be for such period as may cover the period of complete supply and establishment of performance parameters respectively as stipulated under this Agreement. If, however, the period of Agreement is extended due to force majeure or Seller not fulfilling their obligations under this Agreement or for any other reasons whatsoever, Seller shall have such guarantees extended upto the corresponding extended period. Failure of the Sellers to do so will amount to a breach of this Agreement and in no case the extension of the period of this Agreement shall be construed as waiver of the right of the Purchasers to enforce the guarantee.

17.6 If the purchaser desires to get extended validity period of guarantees due to non-fulfillment of any clause of this Agreement, then the Seller has to get extended the validity of Bank Guarantee till the period as desired by the Purchaser.

17.7 All guarantees will be irrevocable except with the written consent of the Purchaser.

17.8 Bank Guarantees submitted by the sellers will be got verified from the issuing Bank after acceptance.

## **18.0 PACKING MATERIALS**

18.1 Since the cost of packing materials will be borne by the Purchaser, all containers (including packing cases, boxes, tins, drums and wrapping etc.) in which machinery and equipment and stores will be supplied shall be considered non-returnable to the Seller.

## **19.0 EXCESS MATERIALS :**

To expedite, their contractual obligations the Seller may dispatch the materials such as, structural steel, plates, piping, valves, fittings, consumables, cables and wires, hardware, earthing materials, paints etc. more than actually required for completion of work as per this Agreement. Such materials if are found surplus after the completion of work and commissioning the transmission lines shall be treated as the property of the Seller and shall be taken back by them without the approval of the Purchaser.

Any shortages in scope of supply of the Seller shall be made good by Seller free of cost, in time so as to adhere to the date of commissioning.

## **20 SETTLEMENT OF DISPUTES**

20.1 Amicable settlement

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Agreement or the interpretation thereof.

### **20.2 Dispute resolution**

20.2.1 Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the "Dispute") shall, in the first instance, be attempted to be resolved amicably in accordance with the conciliation procedure set forth in Clause 20.3.

20.2.2 The Parties agree to use their best efforts for resolving all Disputes arising under or in respect of this Agreement promptly, equitably and in good faith, and further agree to provide each other

with reasonable access during normal business hours to all non-privileged records, information and data pertaining to any Dispute.

### **20.3 Conciliation**

In the event of any Dispute between the Parties, either Party may call upon, Managing Director, U.P.State Sugar Corporation Limited, Lucknow and upon such reference, the said persons shall meet no later than 10 (ten) days from the date of reference to discuss and attempt to amicably resolve the Dispute. If such meeting does not take place within the 10 (ten) day period or the Dispute is not amicably settled within 15 (fifteen) days of the meeting or the Dispute is not resolved as evidenced by the signing of written terms of settlement within 30 (thirty) days of the notice in writing referred to in Clause 20.2.1 or such longer period as may be mutually agreed by the Parties, either Party may refer the Dispute to arbitration in accordance with the provisions of Clause 21.

### **21.0 ARBITRATION :**

If at any time there should be any question, dispute or difference between the parties in respect of any matter arising out of or in relation to this Agreement, either party may give to the other party notice in writing of the existence of such question, dispute or difference and the same shall be referred to arbitration of a single arbitrator, when the parties may agree upon, otherwise to two arbitrators, one to be nominated by each party. The two arbitrators appointed by the parties shall before proceeding with the reference, appoint a third arbitrator, who will act as the presiding Arbitrator. The award of the arbitrators shall be final and binding on the parties and be accepted by them.

This reference to the arbitrators shall be deemed to be a reference, under the provision of The Arbitration and Conciliation Act 1996 and the rules made there under and any statutory modifications or re-encashments thereof that may be made from time to time and actually in force at the time of reference.

The cost of arbitration shall be borne by the parties as may be decided upon by the arbitrators. Jurisdiction for arbitration will be Lucknow, Uttar Pradesh.

### **22.0 TRANSFERABILITY OF THE CONTRACT :**

The Sellers shall not transfer their rights and obligations arising out of or in relation to this Agreement except with the prior written consent of the Purchaser.

### **23.0 NEGLIGENCE OF THE SELLERS :**

If the Sellers shall neglect to supply the items or to Supervise erection and commissioning or to Supervise civil Constructions works, the same with due diligence and expedition or refuse or neglect to comply with any reasonable orders given to them in writing by the Purchaser in connection therewith, the Purchaser may give notice in writing to the Seller to make good within a reasonably specified time, the failure, neglect or contravention complained of, and if

the Sellers still without reasonable cause fail to comply with the notice within the time specified in the notice (to be reckoned from the date of receipt of notice by the Sellers) the Purchaser may take over the work of manufacture, supply, supervision of the erection, supervision of the commissioning of equipment and supervision of civil construction works as a whole or in part out of the Seller's hands and/or may give it to another person on contract at a reasonable price and are entitled to recover any excess cost thus incurred by the Purchasers or make it good from any bills or dues of the Seller pertaining to this Agreement or recover such amount from the Seller in any lawful manner.

#### **24.0 WARRANTY :**

- 24.1 For a period of 12 (twelve ) months from the date of Commissioning , the Seller shall remain liable to rectify/replace any Machinery and Equipment or parts thereof, such as may be found to be defective or below the rated capacity under proper use and arising due to faulty design, materials or workmanship or erection. The Purchasers shall give, the Seller notice in writing setting out the particulars of the defects or failure and the Seller shall there upon make good the defective or under-rated equipment or replace the same free of cost to make it comply with the requirements of the Agreement. If the Seller fail to do so in the reasonable time so as to reduce the production loss to the minimum as required by the Purchasers, the Purchasers may rectify or replace at the cost of Seller the whole or any portion of the equipment, as the case may be, which is defective or under-rated or fails to fulfill the requirements of the Agreement and may recover by raising debit notes. Such rectification/replacement shall be carried out by the Purchaser within as short time as possible and at a reasonable price under advice to the Seller. In case of such rectification/replacement by the Purchaser, the Seller shall be liable to pay the Purchaser the whole cost of such rectification/replacement done and the defective equipment on being replaced shall be taken away by the Seller at their own cost. The Purchaser shall have the right to operate any and all equipment after the commissioning date of the sugar plant except that this shall not be considered to permit operation of any equipment which may be materially damaged by such operation before any required rectification or alteration have been carried out.
- 24.2 If it becomes necessary for the Seller to replace or renew any defective part of the machinery under this clause, the provisions of the first paragraph of this clause shall apply to the parts of the Machinery and Equipment so replaced or renewed until the expiration of six months from the date of such replacement or renewal or until the end of the aforesaid warranty period of two crushing seasons, whichever is later.
- 24.3 The rectification or new parts will be delivered F.O.R. Purchaser factory site. The Seller shall also bear the cost of rectification/replacement carried-out on their behalf by Purchaser as mentioned above at the sugar factory site. At the end of the warranty period, Seller's liability shall cease. In respect of Machinery and Equipment not covered by the first paragraph of this clause, the Purchaser shall be entitled to the benefit of any guarantee given to the Seller by the original supplier of the manufacturer of such plant and machinery. However, in case of diesel set the warranty period shall be reckoned from the actual date of commissioning of the said equipment.



- 24.4 The responsibility of the Seller for rectification/replacement under this clause shall extend to the actual cost of rectification/replacement of the defective items of Machinery and Equipment and shall not in any way be deemed to be limited to the amount of the performance guarantee. At the expiry of the warranty period, the Bank Guarantee furnished by the Seller against the Performance Security Deposit shall be invoked if the Purchaser has incurred the cost of repairs/replacement of any of the Machinery and Equipment during the Warranty period and shall recover the said cost from the amount of the Bank Guarantee and refund the balance if any to the Seller. In case there are no costs incurred by the Purchaser, the Bank Guarantee shall be returned to the Seller after 90 days of expiry of the warranty period.

#### **25.0 FOREIGN EXCHANGE :**

Any foreign exchange required for import of raw materials or equipment shall be arranged by the Sellers. Non-availability of foreign exchange shall not entitle the Sellers any extension of time.

- 26.0 Unless otherwise specifically agreed, any concession shown by the parties to the Agreement to one another shall not prejudice their individual rights under this Agreement.

#### **27.0 GROUNDS ENTITLING THE SELLER TO EXTENSION OF TIME :**

The Seller shall not be entitled to any extension of time for any reason whatever except the following.

- 27.1 If the Purchaser order expressly in writing for the supply by the Seller to be suspended for a substantial period of time for no fault of the Seller, the Seller shall be entitled to reasonable extension of time.
- 27.2 The Seller shall be entitled to a reasonable extension of time due to Force Majeure clause as per clause 14 of this Agreement.
- 27.3 If the Purchaser fail to make payment of advances and price escalation to the Seller within the time stipulated in this Agreement and the Seller have fulfilled all their due contractual obligations, the extension of time as may be mutually agreed upon will be granted to the Seller by the Purchaser.
- 27.4 If the Purchaser delays in timely fulfilling any of its obligations, the seller shall be entitled to reasonable extension of time.
- 27.5 Variations or any other reasons of delay which are not attributable to the Seller.

#### **28.0 POWER TO CLOSE WORK**

If at any time after signing this Agreement, the Purchaser shall, in order to comply with any directives of the Government of Uttar Pradesh not require the whole or any part of the work relating to procuring, supplying of the proposed said transmission lines, the Purchaser shall give notice in writing of the fact to the Sellers who shall have no claim to any payment by way of compensation or otherwise on account of any profit or advantage which they might have derived from the execution of the said work in full but which they could not derive in consequence of the giving up of the work before completion. The Sellers shall be paid at contract rates for the full amount of work, any labour and material collected at site or arrangement made for execution of the work which could not be utilised either fully or partially on the work on account of the giving up of work as aforesaid. Where partial utilisation of material and arrangements as aforesaid has been made, the payment will be made in proportion to the value of the work done to the satisfaction of the Purchaser to the value of the whole work covered by the contract.

In the event of the closing of the work as above the Sellers undertake to refund within 60 days all outstanding unutilised and unadjusted amount of the advance payment, if any, thereafter with interest at the lending rate of banks prevailing at that time.

## **29.0 Termination of Contract**

The Purchaser reserves the right to terminate the whole or part of this Contract due to any or all the following conditions :

- 29.1 If the Seller assigns the contract, or sub-let the whole of the Contract without the consent of the Purchaser and Sellers has failed or refused to take remedial steps, or the Purchaser shall certify that the Sellers:
- a) Has abandoned the contract, or
  - b) has without reasonable excuse suspended performance of the contract for 30 days after receiving from the Purchaser written notice to proceed, or
  - c) Despite previous warnings in writing from the Purchaser is not manufacturing/supplying/erecting the Plant and equipment in accordance with the Contract, or is failing to proceed with due diligence or is neglecting to carry out his obligations so as to affect adversely the Performance of the Contract.
- 29.2 The Purchaser may give 21 days' notice to the Sellers of its intention to proceed in accordance with the provisions of this Clause. Upon the expiry of such notice the Purchaser may without prejudice to any other remedy under the contract and without affecting the rights and powers conferred by the contract on the Purchaser, terminate the Contract. Upon such termination the Purchaser shall be entitled to itself complete the Plant and equipment, in which event the Sellers shall deliver the Plant and equipment in its then state to the Purchaser or as the Purchaser may direct, at the Sellers's expense.
- 29.3 As soon as practicable after the Purchaser has terminated the Contract the Purchaser shall, by or after reference to the Parties and after making such enquiries as he thinks fit, determine the

amount then due to the Sellers as at the date of termination and certify the amount thereof. The amount so certified is herein called 'Termination Value'.

- 29.4 Payment and termination - The Purchaser shall not be liable to make any further payments to the Sellers until the costs of completing the Plant and equipment or obtaining substitute Plant and equipment elsewhere and all other expenses incurred by the Purchaser have been ascertained and the amount payable certified by the Purchaser (hereinafter referred to as 'the Cost of Completion'). If the Cost of Completion when added to the total amounts already paid to the Contract as at the date of termination exceeds the total amount which the Purchaser certifies would have been payable to the Sellers under the Contract on completion the Purchaser shall certify such excess and the Sellers shall upon demand pay to the Purchaser the amount of such excess. Any such excess shall be deemed a debt due by the Sellers to the Purchaser and shall be recoverable accordingly. If there is no such excess the Sellers shall be entitled to be paid the difference (if any) between the Termination Value and the total of all payments received by the Sellers as at the date of termination.
- 29.5 If the Purchaser have any information that the Seller has become bankrupt or insolvent, or have a receiving order made against him, or compound with his creditors, or being a corporation commence to be wind up, not being a members' voluntary winding up for the purpose or amalgamation or reconstruction, or have an administration order made against him or carry on his business under an administrator or a receiver or manager for the benefit of his creditors or any of them, the Purchaser may be entitled to:
- a) To terminate the Contract forthwith by 21 days' notice to the Sellers or to the receiver, manager, administrator or liquidator or to any person in whom the contract may become vested, or
  - b) To give such receiver, manager, administrator or liquidator or other person the option of carrying out the Contract subject to his providing a guarantee for the due and faithful performance of the Contract up to an amount to be agreed.

### **30.0 INDEMNIFICATION**

Notwithstanding anything in this Agreement to the contrary, it is agreed that neither the SELLER nor the PURCHASER shall be held liable to the other party for any loss of production, loss of profit, loss of use or any other indirect or consequential damages.

### **31.0 SELLER AND PURCHASER TO INFORM THEMSELVES FULLY :**

The Seller and purchaser shall be deemed to have noted that time is the essence of the contract and have carefully examined and satisfied themselves as to the terms and conditions, specifications, etc. mentioned in Annexure B-1 to B-5 attached to this agreement.

This Agreement including the Annexures, formats and appendices annexed hereto, has been executed in two original, one remains with the Purchaser and the second will remain with the Seller. By signing this Agreement, both the Parties, Purchaser and the Seller agree to abide by its clauses, any alterations, amendments or changes in this Agreement or its Annexure etc.

### **33 SUB - CONTRACTS :**

The Seller has right to sub-contract any part of the contract to sub-contractors.

Provided that nothing contained in this clause shall be deemed, however, to create any contractual relations between the sub contractors of the one part and the Purchaser of the other part and shall not absolve the Seller from their ultimate responsibility for purpose of this Agreement.

### **34 Death, Bankruptcy**

If the Sellers shall die or commit any act of Bankruptcy, or being a corporation commence to be wound up except for reconstruction purpose or carry on its business under a receiver, the executors, successors, or other representatives in law of the estate of the sellers or any such receiver, liquidator, or any person in whom the contract may become vested shall forthwith give notice thereof in writing to the Purchaser and shall take all reasonable steps to prevent stoppage of the execution of this Agreement have option of carrying out the Agreement subject to his or their providing such guarantee as may be required by the Purchaser but not exceeding the value of the plant, for the time being remain unexecuted. In the event of stoppages of the manufactures of the plant the period of the option under this clause shall be fourteen days only.

Provided that, should be above option not be exercised, this Agreement may be determined by the Purchasers by notice in writing to the Sellers and the Purchaser may exercise the same power which they could exercise and will have the same rights which they could have under the clause 23 if the work has been taken out of the Sellers hands under that clause.

### **35.0 OFFICIAL NOTICES AND INSTRUCTIONS**

35.1 Any official notices and instructions given by either party of this Agreement to the other party shall be in writing, and any such notice or instruction shall be deemed to have been duly given if delivered in person to the authorized representative or mailed by Regd. Post to the address of such representative.

36.0 The High Court of judicature at Lucknow and courts subordinates there to at Lucknow (U.P.) shall alone have jurisdictions to exclusion of all other courts subject to the arbitration proceedings under clause 21 of this Agreement.

37.0 This Agreement consists of \_\_\_\_ typed pages as below:

SL. NO.	PARTICULARS	Page No.
<b>ANNEXURES</b>		
<b>Annexure B-1</b>	Technical Specifications for supply, erection & commissioning of 132 KV transmission Line	
<b>Annexure B-2</b>	Details of proposed Tower Schedule Including tentative	

	locations of proposed towers, span length etc	
<b>Annexure B-3</b>	Details of Tower with stub including nut bolt	
<b>Annexure B-4</b>	Estimated Quantity of Accessories for proposed Transmission Line	
<b>Annexure B-5</b>	Estimated Quantity of excavation/Concrete/Re-enforcement Steel required for foundation Work	
<b>Annexure B-6</b>	Draft of Bank Guarantee against advance payment	
<b>Annexure B-7</b>	Draft of Bank guarantee for timely delivery	
<b>Annexure B-8</b>	Draft of Bank Guarantee for performance	

In witness whereof the parties hereunto have set their respective hands on the aforesaid date.

for and behalf of the PURCHASER : for and behalf of the SELLER:

GENERAL MANAGER,

Witness

1.	1.
2.	2.

**Technical Specifications for supply, erection &  
commissioning of 132 KV transmission Lines**

## **Specification and scope of work**

E-tender are invited For Design , Supply and Erection of complete 132 KV transmission line from Mohiuddinpur Sugar Mill (Distt. Meerut) to 132 KV Mundali Substation from Experienced Contractors /Firms/Company.

1. All work will be completed by successful bidder under the supervision and guidance of local Official of Electricity Boards and specification/norms of 132 KV transmission line strictly conformity to The Indian Electricity Rules 1956 as amended up to date.

2. Details of tentative Tower schedule, tower details and its accessories, foundation material etc is given below but Successful Bidder shall conduct their own survey after signing an agreement with mohiuddinpur Unit and supply/construct transmission lines accordingly if found any change in proposed tower schedule as Annexure-B1.

### **3. Tower Schedule**

Details of proposed Tower Schedule Including tentative locations of proposed towers, span length etc is given as per Annexure-B2.

### **4. Tower Details**

Details of Tower with stub including nut bolt is given as per Annexure-B3

### **5. Quantity of Accessories Details**

Estimated Quantity of Accessories for proposed Transmission Line is given as per Annexure-B4

### **6. Quantity of Excavation/ Concrete/Re-enforcement Steel required in foundation Details**

Estimated Quantity of excavation/ Concrete/Re-enforcement Steel required for foundation Work is given as per Annexure-B5

### **7. Details of Total Works to be executed by Successful Bidder is Given Below:**

#### **(A) Work related with Erection & Commissioning**

Sl. No.	Description Of Work	Unit	Estimated Qty.
1	Detail Survey	KM	10.80
2	Check survey	KM	10.80

3	Excavation of 132 KV tower foundation pits including all earth work, back filling, ramming and levelling etc.	Cum	5325.00
4	Setting of stubs including all foundation work and excavation for following 38 nos. 132 KV DC towers.		
i	DA/DA+5	Nos.	4
ii	DB/DB+5	Nos.	19
iii	DC/DC+5/10	Nos.	15
5	Supply & Installation of steel reinforcement bars in RCC foundation including cutting, bending, placing, binding etc.	MT	6.62
6	Concreting with 1:2:4 mix concrete for all types of foundation including cement sand, stone, ballast, dewatering, forming, shorting, shuterling & curing	Cum	1077.23
7	<p>Transporation of following materials from store to site of work having to and fro distance approx 120 Kms by shifting these to road side, safely loading on vehicle by manual labour or with the help of crane as required and unlaoding of these at site of work safely.</p> <p>i)All types of towers and their extensions including required nut/bolt, templates, stubs etc.</p> <p>ii) Disc insulators 70KN and 120KN, ACSR Panther conductor, Earthwire and hardware fittings etc.</p> <p>iii) all Civil related Foundation Material</p>	L.S.	L.S.
8	Erection of super structure of all 132 KV DA, DB, DC towers and anchor tower and their extention wherever required including all works above ground level including fitting of danger number, phase plate, bird guard and fixing & punching. of bolt etc.	MT	283.00
9	Tack welding of all the bolts up to the height one section of the tower or 5 meters from the ground level whichever is higher with three tacks at 1200 seperation of minimum 10 mm thickness with 10 /12 mm electrode and application of Zinc rich Aluminium paint on the affected surface including cost of all material including tack welding of river crossing tower & anchor towers.	Per Bolt	16000
10	Laying, , stringing, tensioning, clamping, jointing etc. complete with ACSR panther conductor including hoisting of insulators, fitting of all necessary hardwares and accessories i.e fitting armour rods, vibration dampers etc on 2 phases of 132 KV SC lines.	KM	10.80



11	Laying, stringing, tensioning, clamping, jointing etc. of 7/10 SWG earthwire including fitting of all necessary hardwares and accessories	KM	10.80
12	Erection of Pipe type earthing. (scope of work includes supply of coke & salt, excavation, backfilling and other associated work including earthing material)	Nos.	38

	<b>(B) Supplies</b>		
Sl. No.	Description Of Work	Unit	Approx Qty.
1	Towers( Annexures-B3)	M.T.	286.00
2	Bolts & Nuts 4%( Annexures-B3)	M.T.	11.50
3	Panther ACSR Conductor	K.M.	32.90
4	7/3.25 Groundwire	K.M.	10.96
5 i	Accessories for Tower	Nos.	Annexure-B4
ii	Accessories for Conductor	Nos.	Annexure-B4
iii	Accessories for Groundwire	Nos.	Annexure-B4
iv	Accessories for Hardware & Insulators	Nos.	Annexure-B4
6	Excavation/Foundation Material & Reinforcement Steel	Cum	Annexure-B5
7	Pipe type earthing includes supply of coke & salt, excavation, backfilling and other associated work including earthing materials)	No.	38
8	Terminal materials including insulator to connect transmission line with Switch Yard Bay gantry (Mill Side)	L.S.	L.S.
	<b>(C) Others</b>		
1	Clearance from/Railway/Tree Cutting/ Removal of fallen tree/acquisition of Right Of Way/ Crop Compensation	L.S.	L.S.

8. Cement for foundation and revetment work, based on designs, shall be arranged and supplied by the contractor without any extra charges to the purchaser and cost of cement is included in cost of concreting. Cement used shall be ordinary Portland cement unless mentioned otherwise. Conforming to the latest Indian standard IS: 269 of IS : 8112 or 15:269. The cement of reputed 'Make' should be used. The minimum Consumption of cement shall be as under:-

(i) For 1: 2:4 mix concrete: 300 Kg. per cu-m

(ii) For 1:3:6 mix concrete

(iii) For 1:5 cement mortar for masonry work of: 220 Kg. per cu-m  
Revetment 1 82 Kg. per cu-m  
Cement shall be supplied on the basis of number of bags, each bag

containing 50 Kg. of cement. Excess consumption of cement shall also be arranged by the contractor at his own cost.

9. Tack welding all the bolts up to the height of first section of towers or 5 meters whichever is higher including supply and application of Zinc rich primers and two coat of enamel paint at the tack welded bolts & nuts. shall be done by the supplier. The tack welding on River crossing and Anchor tower locations shall be done as per instructions & approval of official of local Electricity Board. However if UPSEB instructed to have tack welding more than first section or above 5 mtr. height the same shall be got carry out by the Supplier at the same rates mentioned in the schedule.

10. Reinforcement bars for installation in R,C.C. foundations shall conform to the 135: 1786/1985.

11. The quantities given in are provisional only and can vary to any extent consequent to actual execution of work. Payment shall be made for the actual quantities of Various items of work done.

12. The weights of the super structures shall be as per Norms. The weight may change due to substitution of designed approved by UPSEB. But no extra charges shall be paid on this account.

13. The contractor may be required to erect any other tower (S), column and beam as per site conditions. In such cases the payment of all items shall be made as per normal rates provided in the price schedule.

#### **OTHER TECHNICAL CONDITION**

#### **14. CLEARANCE FROM GROUND, BUILDING, TREES TELEPHON LINES ETC.**

Clearance from ground, buildings, trees, telephome lines etc. shall be provided in conformity with the Indian Electricity Rules 1956 as amended up to date

#### **15. EARTHING**

The footing resistance of all towers shall be measured by the Seller in dry weather after their erection before the stringing of earthh wire. In case the tower footing resistance exceed 10 Ohm, pipe type/counterpoise earthing wherever required shall be done in accordance with the latest revision and additions of:

IS:3043      Code of practice for Earthing.

## **16. PIPE EARTHING**

The grounding shall be effected by making about 30mm dia 3750mm deep pit at a distance of not less than 3650mm away from the stubs and filling in the pit with finely broken coke having the granule of sizes not more than 25mm and salt in such a way that minimum cover of 125 mm thick salt-mixed coke shall be maintained from the pipe on all sides and the top edge of the pipe shall be at least 600mm below ground line.

## **17. TOWER ERECTION AND INSTALLATION OF LINE MATERIAL**

### **1) TOWER ERECTION :**

Towers shall be erected by piecemeal method on the foundation not less than 14 days after concreting and after such time that the concrete has acquired its full strength. The towers shall be erected in the best workman like manner and its members shall not be strained or bent during the course of erection.

2) Care shall be taken to see the jointing surface is clean and free from dirt or grit. The tower erection shall be done in strict accordance with the approved drawings.

3) After initial erection all tower bolts shall be checked to ascertain that all nuts are fully tight. Suitable means shall be adopted by the Seller to ensure that none of the nuts have been left out.

4) The bolt threads shall be punched to avoid them becoming loose. Punching of bolts shall be made by chamfering the threads with center punch in at least three places equally spaced on the contact surface of bolts and units.

5) The seller shall be entirely responsible for the correction of all towers as per the approved drawings and their correct setting on alignment approved by the UPSEB OFFICER.

6) If stub of super structure, after erection, are found to differ from approved drawing or to be out of alignment the seller shall dismantle and re-erect them correctly at his own cost without extension of time.

7) The towers must be truly vertical after erection and on straining will be permitted to bring them in alignment. Tolerance allowed for verticality shall be one degree i.e. 1 in 360 of tower height.

## **18. INSULATOR HOISTING**

1) Suspension insulator strings shall be used on suspension (A type) towers and tension insulator strings on all tension (B&C type) towers.

2) Insulators shall be assembled on the ground. These shall be cleaned and examined before hoisting. Damaged insulators and strings, if any shall not be employed in the assemblies. Prior to hoisting, all insulators shall be cleaned in a manner that will not spoil, injure or scratch the surface of the insulators, but in no case shall any oil be used for this purpose, IR measurement on 100% insulators, using 5KV (D.C) megger shall be carried out to check the soundness of insulators. All accessories shall be properly fitted with torque wrench. It shall be ensured that all current carrying parts are smooth and without dirt, grit, cuts, abrasion, projection etc. Insulators with hair cracks or chips or those having glazing defects exceeding half centimeter square will not be used.

## **19. STRINGING OF CONDUCTOR AND EARTHWIRE**

### **GENERAL**

1) Stringing of conductor and earthwire shall be done in a most standard method used for such line, which shall be indicated clearly. The seller shall give complete details of the stringing method they propose to follow and indicate its adaptability and advantages. They shall also indicate the tools and equipment required for stringing by the method proposed by them. The seller shall use his own stringing and erection tools and other equipment required for stringing by the method proposed by them.

2) Before the commencement of stringing the Engineer shall supply stringing chart/curves for conductor and earthwire to the contractor showing the initial and final sags and tension for various temperatures and spans along with equivalent span. It may be noted that the stringing charts/curves for spans where extension and special structures are used may be different. As such it may be ensured that the proper stringing charts are used. The Seller shall calculate the values of tension for conductor and earthwire for various equivalent spans at different temperatures, with the help of these charts. The seller shall obtain approval from UPSEB Engineer, for the values of tension of equivalent span and sag for individual spans so calculated.

3) The seller shall be entirely responsible for any damage to the towers or the conductors during stringing. The damaged items shall be replaced without extra charges to Purchaser. The delays so occurred shall be to the seller's account. He shall also be responsible for proper distributions of the conductor drums to keep the numbers and length of cut pieces a minimum.

## **20. HANFLING OF CONDUCTOR**

1) The seller shall be entirely responsible for proper handling of conductor, earthwire and accessories in the field. Handling and transporting of the conductor and accessories shall be carried out in such a manner as to minimize the possibility of damage from abrasion through rough handling or dirt and grit setting into the reel of the conductor by touching or rubbing against ground or objects, causing injury to the conductor etc. Particular care shall be taken at all times to ensure that the conductor does not become kinked, twisted or abraded in any manner. If the conductor is damaged, the location affected shall be replaced or required by putting joint or using Repair Sleeve or polishing with emery cloth, so as to give satisfactory performance. At all stages of construction proper care shall be taken to keep the conductor surface smooth enough to give satisfactory corona and radio interference performance. All equipment used in handling or transporting the conductor such as grips, pulleys slings, splicing cart etc. shall be so designed and maintained that the surface which may contact the conductor, are kept free of foreign matter or defects.

## **20 PULLING IN OPERATION**

1) The earth wire shall be strung and securely clamped to the towers before the conductors are drawn up in the order of top conductor first, then the middle and the bottom conductor at the end. It shall be ensured that the conductors of one section should have identical tension time history.

2) The pulling of the conductor in to the traveler comprising of aerial and ground rollers shall be carried out in such a manner that conductor is not damaged or contaminated with any foreign substance and that it may not be rubbed with the rough ground surface, or it damages the standing crops. For this the height of the ground rollers shall be fixed in such a manner that the conductor/ earthwire does not damage standing crops and damage them or get damaged by touching. The travelers shall have size and shape most suitable for the type of stringing and size of conductor involved. These shall be approved by the UPSEB Engineer before use. The rollers surface in contact with aluminum surface of conductor shall be of such material that conductor is not damaged e.g. Neoprene Rubber or Stainless Steel. These shall be equipped with high quality ball or roller bearing for minimum friction. They should be inspected daily for free and easy movement in blocks during stringing.

3) During pulling out operation the tension in each conductor and earthwire shall not exceed the designed working tension of the conductor at the actual prevailing temperature. After being pulled, the conductor and the earthwire shall not be allowed to hang in the stringing blocks for more than 96 hours before being to the specified sag. During the time the conductor and earthwire are on the stringing blocks before sagging in, it shall be ensured that they are not damaged due to clashing, vibration or other causes.

## **21. SAGGING IN OPERATION**

- 1) The earthwire and conductor shall be sagged in accordance with the approved stringing chart/curves before they finally attached to the towers through earthwire clamps and insulator string respectively
- 2) The conductor shall be pulled up to the desired sag and left in travelers for at least one hour after which the sag shall be rechecked and adjusted, if necessary before transferring conductor from the travelers to the suspension clamps. The conductor shall be clamped within 36 hours of sagging in. The adjustment in sag for creep age of conductor should also be made before finally clamping.
- 3) The sag will be checked in the first and last span of the section in case of section up to eight span and in one intermediate span also for section with more than eight spans. The conductor shall be responsible for any damage caused to the towers or to the conductor through overstressing during. Dynamometers shall be used in checking the tension in the conductor and earthwire and these instruments shall be periodically checked with a standard dynamometer. The sag shall also be checked when the conductor have been drawn up and transferred from the aerial blocks to the insulator clamps.
- 4) The stringing blocks, when suspended on the transmission structures for sagging, shall be so adjusted that the conductor on the traveler will be at the same height as the suspension clamp to which it is secured.
- 5) As sharp vertical angles the sag and tension shall be checked on the both sides of the angle. The conductor and earthwire shall be checked on the travelers for equality of tensions on both sides. The suspension insulator assemblies will normally assume vertical position, when the conductor is clamped. Sagging operation shall not be carried out under wind, extremely low temperature or other adverse weather conditions, which prevents satisfactory sagging.

## **22. CONDUCTOR DAMAGE AND REPAIR**

If the conductor is damaged for what so-ever reason and the damage is not repaired by repair sleeves or empty cloth, the same shall be brought to the notice of the Purchaser, and shall not be used without his approval. Repairing of conductor surface shall be due only in case of minor damage, scuff marks etc. which are safe from both electrical and mechanical point of view. The final conductor surface shall be clean, smooth, without any projections, sharp points, cuts or abrasions etc. giving satisfactory corona and R.I. Performance.

## **23 JOINTING**

1) All the joints on the conductor and earthwire shall be compression type in accordance with the recommendation of the manufacture, for which the necessary tools and equipment like compressors and dies, grease guns, presses etc. shall have to be arranged by the seller. These joints shall be made in the best workman like manner. The joint shall be perfectly straight and shall have maximum strenght. Each part of the joints shall be cleaned by wire brush to make it free or dirt etc. and properly greased before the final compression is done with the compressors.

2) All joints or splices shall be made at least 30 meters away from the structures. No joint or splice shall be made in span crossing over main road, railways, rivers, power line crossing or in tension spans. Not more than one joint per conductor per phase shall be allowed in one span. The compression type fitting used shall be of the self- centering type or care shall be taken to mark the conductor to indicate when the fitting is entered properly. During compression or splicing operation, the conductor shall be handled in such a manner as to prevent lateral or vertical bearing against dies. Care shall be taken to protect the conductor from scratches, abrasions or other damages. After compressing the joint, aluminium sleeve shall have all comers rounded, burrs and sharp edges removed and smoothened.

## **24) CONDUCTOR AND EARTHWIRE ACCESSORIES**

1) Conductor and earth wire accessories like vibration dampers, armour rods etc. for the conductor shall also be fitted on the line according to the recommendations of the manufactures. Armour rods shall be provided at all supports and vibration dampers will be provided at both ends of each span at suitable distance from the supporting points for each conductor for 400 KV lines and for each conductor and for each earthwire for 400 KV lines. While fixing these on the line. Care must be taken that the conductor is not damaged in any way and no sharp edges are left at any point. All accessories shall be clean, smooth and in perfect condition before fitting. Fasteners in all fitting and accessories shall be secured in position.

## **25) FINAL CHECKING, TESTING & COMMISSIONING:**

After completion of the work, final checking of the line shall be done by the Seller to ensure that all the foundation work, towers erection and stringing have been done strictly according to the specifications given herein before and as approved by the Engineer/ Supervising engineer of UPSEB. All the works shall be thoroughly inspected keeping in view the following main points :-



- (a) Sufficient backfilled earth covers each foundation pit and it is adequately compacted.
- (b) Concrete chimneys and their coping are in good and finally shaped conditions.
- (c) All the tower members are correctly used strictly according to finally approved drawings and are free of any defect of damage, what so ever.
- (d) All the bolts are properly tightened and they are properly punched, tack welding is done as per specification.
- (e) The stringing of the conductors and earthwire has been done as per the approved sag tension chart and desired clearances are clearly available.
- (f) All insulator strings, conductor and earth wire accessories are properly installed and no damage, minor or major is noticed.
- (g) All other requirements for completion of works such as fixing of danger plate, phase plate, number plate, etc. have been fulfilled.
- (h) Wherever required, proper revetment/ erosion protection is provided.
- (i) The original tracing of profile and route alignment as well as structural drawing, bill of material and shop drawing of all the towers are submitted for reference and record.
- (j) The insulation of the line as a whole is tested by the contractor through provision own equipment, labour etc. to the satisfaction of Supervising Engineer.

## **26. WAY LEAVE AND TREE CUTTING**

- 1) Any way leave and tree cutting that may be required for the construction of the construction of the transmission line shall be arranged by seller.
- 2) In case of tree cutting, complete details of the type and size, (diameter/circumference) and other relevant/required details of number of tree along with the name of owner there duly verified by local district/revenue authorities shall be submitted by the seller within 15 days of final survey.
- 3) In case of anticipated damage of crops, the details of fruits bearing trees and other crops, area, plot no. and name of owner etc. duly verified by local district/revenue authorities shall be submitted by the seller well in time and all compensation will be given by seller to affected farmers.
- 4) Permission of way leave and tree cutting shall be obtained by the Seller within reasonable.
- 5) The seller shall take all possible steps to see that unavoidable damage to standing crops etc. is kept to a minimum.



6) In event of any obstruction being encountered from local villages or authorities, the contractor shall immediately inform the UPSEB official/ Purchaser, but Seller is fully responsible to take such step as are necessary to clear obstruction.

7) The Purchaser shall not be held responsible for any claim on account of damage done by the Seller or his gangs to trees, crops or other property.

**Details of proposed Tower Schedule Including tentative locations of  
proposed towers, span length etc**

**ANNEXURE-  
B2**

<b>TOWER SCHEDULE</b>											
<b>132KV S/C NAGLAPATU TO MOHIUDDINPUR SUGAR MILL LINE</b>											
SL. NO.	LOCATION NO.	TYPE OF TOWER	ANGLE OF DEVIATION	SPAN LENGTH (M)	COM-LENGTH (M)	SUM OF ADJACENT SPAN	WIND SPAN	HOT SPAN			CROSSING DETAILS
								LEFT	RIGHT	TOTAL	
1	GANTRY	GANTRY				50	25	0	0	0	
				50	50						
2	AP-1	DC+0	54°01'45"RT			150	75	169.14	50.73	219.87	
				100							CT,33,11kv line
3	AP-2	DC+0	53°41'45"RT		150	285	142.5	49.23	52.78	102.01	
				185							
4	AP-3	DC+5	49°11'45"RT		335	310	155	132.21	64.19	196.4	
				125							Metal road,33,11kv line
5	AP-4	DC+5	52°21'45"RT		460	405	202.5	60.8	120.62	181.42	
				280							11kv line
6	4/1	DA+5			740	560	280	29.37	170.92	200.29	
				280							
7	4/2	DA+5			1020	555	277.5	169.07	172.79	341.86	
				275							
8	AP-5	DB+0	29°45'54"LT		1295	625	312.5	172.2	174.12	346.32	
				350							
9	5/1	DA+0			1645	700	350	175.87	153.47	329.34	
				350							
10	AP-6	DB+5	07°09'45"RT		1995	690	345	196.52	190.74	387.26	
				340							CT
11	7/1	DA+0			2335	635	317.5	149.25	148.79	298.04	
				295							
12	AP-7	DB+0	29°37'54"RT		2630	645	322.5	146.2	153.77	299.97	
				350							CT ,11kv line
13	AP-8	DB+5	28°27'54"LT		2980	700	350	196.23	195.02	391.25	
				350							
14	AP-9	DC+0	39°42'54"LT		3330	670	335	154.97	137.69	292.66	
				320							CT
15	AP-10	DC+5	38°57'54"LT		3650	670	335	182.3	194.88	377.18	
				350							CT
16	AP-11	DB+0	13°07'54"LT		4000	700	350	15.11	176.08	191.19	
				350							

17	AP-12	DB+0	5°08'52"LT		4350	700	350	173.91	154.43	328.34	
				350							CT
18	AP-13	DB+5	22°45'52"RT		4700	700	350	195.56	195.27	390.83	
				350							CT
19	16/1	DA+5			5050	675	337.5	154.72	139.72	294.44	
				325							11kv line
20	AP-14	DB+5	25°48'50"RT		5375	675	337.5	185.27	176.04	361.31	
				350							Metal road
21	AP-15	DB+5	8°18'02"RT		5725	700	350	173.95	194.9	368.85	
				350							Metal road
22	AP-16	DB+0	3°46'36"LT		6075	700	350	155.09	175.37	330.46	
				350							111kv line
23	AP-17	DB+0	1°6'36"LT		6425	660	330	174.62	131.45	306.07	
				310							
24	AP-18	DB+5	9°6'36"LT		6735	560	280	178.54	124.63	303.17	
				250							Proposed Delhi-Meerut Expressway
25	AP-19	DC+5	36°16'15"RT		6985	290	145	125.36	183.51	308.87	
				40							
26	GANTRY				7025	70	35				
				30							400KV LINE WUPPTCL HPR-ATR TOWER.NO-50
27	GANTRY				7055	70	35				
				40							
28	AP-20	DB+0	4°30'15"LT		7095	240	120				
				200							
29	AP-21	DB+0	12°30'15"LT		7295	530	265	136.48	142.29	278.77	
				330							CT
30	AP-22	DB+5	5°26'26"LT		7625	680	340	187.7	195.5	383.2	
				350							
31	22/1	DA+0			7975	680	340	154.34	143.31	297.65	
				330							
32	22/2	DA+5			8305	630	315	186.83	174.16	360.99	
				300							Metal road
33	22/3	DA+0			8605	640	320	125.83	149.47	275.3	
				340							
34	AP-23	DB+5	5°46'20"RT		8945	635	317.5	190.52	97.63	288.15	
				295							CT,NALA
35	AP-24	DC+15	5°46'20"RT		9240	475	237.5	197.36	89.29	286.65	
				180							Proposed Railway line

36	AP-25	DC+15	6°37'44"LT		9420	480	240	90.7	149.87	240.57	
				300							Metal road
37	AP-26	DC+15	04°25'10"RT		9720	485	242.5	150.12	93.71	243.83	
				185							132KV S/C LINE CROSSING
38	AP-27	DC+15	02°59'40"RT		9905	525	262.5	91.28	212.05	303.33	
				340							
39	AP-28	DB+5	19°29'22"LT		10245	560	280	127.94	46.05	173.99	
				220							Mohiuddinpur-Kharkhauda Road
40	AP-29	DC+15	30°08'4"LT		10465	360	180	173.94	69.72	243.66	
				140							Ghaziabad to Meerut railway line
41	AP-30	DC+15	59°51'4"RT		10605	240	120	70.27	283.86	354.13	
				100							
42	AP-31	DC+0	59°51'4"LT		10705	130	65	-183.8	183.82	0	
				30							
43	GANTRY				<b>10735</b>	30	15	0	0	0	GANTRY

ABSTRACT					
Type of Tower	0	5	10	15	Total tower
DA	3	1	0	0	4
DB	11	8	0	0	19
DC	3	6	0	6	15
GANTRY	0	0	0	0	0
TOTAL					<b>38</b>
TOTAL LENGTH = 10.735 KM.					

**Details of Tower with stub including nut bolt**

### Details of Towers with stub including nut bolt

Sl.No.	Tower Type	Unit wt (in MT)	No.	Total (in MT)	unit Wt.(MT) Stub	Stub Wt.
1	DA+0	3.148	3	9.444	0.173	0.519
	DA+5	3.946	1	3.946	0.173	0.173
	DB+0	5.317	11	58.487	0.283	3.113
	DB+5	6.902	8	55.216	0.283	2.264
	DC+0	6.644	3	19.932	0.364	1.092
	DC+5	8.535	6	51.21	0.364	2.184
	DC+15	13.763	6	82.578	0.364	2.184
	Gantry	2.5	0	0		
	<b>Total</b>		<b>38</b>	<b>280.81</b>		<b>11.529</b>
2	<b>Template</b>					
	DA+0 & DA+5	0.420	1	0.420		
	DB+0 & DB+5	0.702	2	1.404		
	DC+0 & DC+5	0.772	1	0.772		
	DC+10 & DC+15	0.975	1	0.975		
	<b>Total</b>			<b>3.571</b>		
3	<b>Gantry</b>					
	ATM	1.457		0		
	AXM	0.836		0		
	<b>Total</b>			<b>0</b>		
	<b>Grand total (1+2)</b>			<b>284.384</b>		

**Annexure-B-4**

**Estimated Quantity of Accessories for proposed  
Transmission Line**



<b>Estimated Quantity of Accessories for 10.8 Km 132 KV TL</b>
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Tower Accessories		
Sl.No.	Item	Qty
1	Number plate	40
2	Danger plate	40
3	Phase plate set	78
4	Bird guard	10
5	Earthing material	40

Conductor Accessories		
Sl.No.	Item	Qty
1	Vibration damper	450
2	M.S. joints	60
3	Repair sleeve	20
4	P.A. Rod	15

Groundwire Accessories		
Sl.No.	Item	Qty
1	Suspension clamp	6
2	Tension clamp	75
3	M.S. joints	15
4	VIB damper	152
5	copper bond	80

Hardwares & Insulators Accessories		
Sl.No.	Item	Qty
1	Single susp FTTG.	15
2	Single tension FTTG.	225
3	Double tension FTTG.	35
4	Insulators 70KN	150
5	Insulators 120KN	3000

**Annexure-B-5**

**Estimated Quantity of Excavation/Concrete/Re-  
enforcement Steel required for foundation Work**

Estimated Quantity for Foundation Material for 132KV S/C NAGLAPATU TO MOHIUDDINPUR SUGAR MILL LINE												
SL.	Item	Foundation Type										
		WET			PS			F.S.			Total	
		No.	Unit	Vol-m <sup>3</sup>	No.	Unit	Vol-m <sup>3</sup>	No.	Unit	Vol-m <sup>3</sup>	Nos.	Vol-m <sup>3</sup>
<b>1</b>	<b>EXCAVATION VOLUME IN M<sup>3</sup></b>											
	A+0 & A+5		44.237	<b>0</b>	2	63.480	<b>126.96</b>	2	87.480	<b>174.96</b>	<b>4</b>	<b>301.92</b>
	B+0 & B+5	5	91.411	<b>457.055</b>	8	119.827	<b>958.616</b>	6	153.790	<b>922.74</b>	<b>19</b>	<b>2338.411</b>
	C+0 & C+5	2	122.88	<b>245.76</b>	4	159.870	<b>639.48</b>	3	196.830	<b>590.49</b>	<b>9</b>	<b>1475.73</b>
	C+10 & C+15	0	142.003	<b>0</b>	3	178.795	<b>536.385</b>	3	222.913	<b>668.739</b>	<b>6</b>	<b>1205.124</b>
	Gantry BTM		78.75	<b>0</b>	0	110	<b>0</b>		170	<b>0</b>	<b>0</b>	<b>0</b>
												<b>5321.19</b>
<b>2</b>	<b>CONCRETE VOLUME IN M<sup>3</sup></b>											
	A+0 & A+5	0	5.652	<b>0</b>	2	8.496	<b>16.992</b>	2	12.942	<b>25.884</b>	<b>4</b>	<b>42.876</b>
	B+0 & B+5	5	14.790	<b>73.95</b>	8	21.775	<b>174.2</b>	6	30.579	<b>183.474</b>	<b>19</b>	<b>431.624</b>
	C+0 & C+5	2	22.934	<b>45.868</b>	4	33.942	<b>135.768</b>	3	45.00	<b>135</b>	<b>9</b>	<b>316.636</b>
	C+10 & C+15		28.623	<b>0</b>	3	40.4	<b>121.107</b>	3	54.610	<b>163.83</b>	<b>6</b>	<b>284.937</b>
	Gantry PCC	0	10	<b>0</b>	0	15	<b>0</b>	0		<b>0</b>	<b>0</b>	<b>0</b>
												<b>1076.073</b>
<b>3</b>	<b>RE-ENFORCEMENT STEEL IN Kg.</b>											
	A+0 & A+5	0	67.00	<b>0.00</b>	2	67.00	<b>134.00</b>	2	67.00	<b>134.00</b>	<b>4</b>	<b>268.00</b>
	B+0 & B+5	5	186.95	<b>934.75</b>	8	186.95	<b>1495.60</b>	6	186.95	<b>1121.70</b>	<b>19</b>	<b>3552.05</b>
	C+0 & C+5	2	187.50	<b>375.00</b>	4	187.50	<b>750.00</b>	3	187.50	<b>562.50</b>	<b>9</b>	<b>1687.50</b>
	C+10 & C+15		186.00	<b>0.00</b>	3	186.00	<b>558.00</b>	3	186.00	<b>558.00</b>	<b>6</b>	<b>1116.00</b>
	Gantry	0	122	<b>0.00</b>	0	870	<b>0.00</b>	0	1400	<b>0.00</b>	<b>0</b>	<b>0.00</b>
	Anchor Bolt				256							

**DRAFT OF BANK GUARANTEE AGAINST ADVANCE PAYMENTS****Bank Guarantee No.**\_\_\_\_\_

THIS GUARANTEE MADE THIS \_\_\_\_\_ day of Two thousand & Eighteen, by the \_\_\_\_\_ Bank, having its branch office at \_\_\_\_\_ (hereinafter called 'The Guarantor' which expression shall, unless repugnant to the context or contrary to the meaning thereof, include its successors and assignees) of the one part in favour of \_\_\_\_\_ on behalf of its unit \_\_\_\_\_ hereinafter called 'The Purchaser' which expression shall, unless repugnant to the context or contrary to the meaning thereof include its successors and assignees) of the other part.

WHEREAS M/s \_\_\_\_\_, a company within the meaning of the Indian Companies Act, 2013 having its registered office at \_\_\_\_\_ and chief place of business at \_\_\_\_\_ (hereinafter called 'The Seller' which expression shall unless repugnant to the subject or context include their legal representatives, administrator, successors or permitted assignees) has entered into with the Purchaser an Agreement dated \_\_\_\_\_ (hereinafter called the said Agreement) to design, manufacture, procure, supply, erection & commissioning of the 132 KV transmission Line from Mohiuddinpur Sugar Mill to 132 KV Naglapattu, Mundali Sub Station, Meerut on EPC basis for the Purchaser's sugar plant at \_\_\_\_\_ in accordance with the terms and conditions therein contained.

AND WHEREAS under clause 17.1(i)/17.1(ii) of the said Agreement, the Purchaser is required to pay to the Seller against the security of a Bank Guarantee an advance payment of Rs. \_\_\_\_\_ lakhs (Rupees \_\_\_\_\_ only) representing 10% (Ten per cent) of portion of Contract Price mentioned at clause no. 3.0 as advance payment for the purpose of procurement of materials/equipment for the said Transmission Line and such guarantee to be valid till the full advance amount is adjusted against the Contract price of the actual deliveries (As provided in the agreement) of Material supplied to site.

AND WHEREAS before advance payment as aforesaid is made the Guarantor has at the request of the Seller agreed to give a guarantee as hereinafter contained.

**NOW THIS DEED WITNESSES AS FOLLOWS:**

- (a) In consideration of the premises the Guarantor hereby undertakes to pay the Purchaser within thirty days of demand and without demur such a sum not exceeding Rs. \_\_\_\_\_ lakhs (Rupees \_\_\_\_\_ only) as the

Purchaser may demand representing 10% (Ten per cent) of the Contract Price with interest @ 12% p.a. from the date of demand till the date of advance till the date of payment. Provided that the liability of the Guarantor hereunder shall be automatically adjusted and reduced with the progress of delivery of Plant Machinery and Equipment supplied by the Seller and to the extent adjustment shown in Seller's invoices upto that time as per clause 17.0 and its sub-clauses of the said Agreement.

- (b) The Guarantor shall pay to the Purchaser on demand the sum under Clause 1 above without demur and without requiring the Purchaser to invoke any legal remedy that may be available to them, it being understood and agreed, FIRSTLY that the Purchaser shall be the sole judge of and as to whether the Purchaser shall be the sole judge of and as to whether the Seller have committed breach of any of the terms and conditions of the said agreement and SECONDLY that the right of the Purchaser to recover from the Guarantor any amount due to the Purchaser shall not be affected or suspended by reasons of the fact that any dispute or disputes have been raised by the Seller with regard to their liability or that proceedings are pending before any Tribunal, Arbitrator(s) or Court with regard thereto or in connection therewith, and THIRDLY that the Guarantor shall immediately pay the aforesaid guaranteed amount to the Purchaser on demand and it shall not be open to the Guarantor to know the reasons of or to investigate or to go into the merits of the demand or to question or to challenge the demand or to know any fact affecting the demand and LASTLY that it shall not be open to the Guarantor to require proof of the liability of the Seller to pay the amount before paying the aforesaid guaranteed amount to the Purchaser.
- (c) This Guarantee shall come into force from the date hereof and shall remain valid till 30 days after the full advance amount is adjusted under clause 17.0 & its sub-clauses of the said agreement, which according to the terms and conditions of the said Agreement is stipulated to be adjusted by proportionate 10% (ten per cent ) of the Contract Price mentioned at clause 3.0 of the said agreement of the sellers for effected actual deliveries of the Material at site, but if the actual deliveries as aforesaid have not been completed by the Seller within the said period for any reason whatsoever, the Guarantor hereby undertakes that the Seller shall furnish a fresh or renewed guarantee on the same proforma for such further period as the Purchaser may intimate failing which the Guarantor shall pay to the Purchaser a sum or sums not exceeding Rs.....lakhs (Rupees .....only) or the residual amount of balance advance left after proportionate adjustment in accordance with clause 1 above, as the Purchaser may demand.

- (d) This guarantee is in addition to and not in substitution for any other guarantee executed by the Guarantor in favour of the Purchaser on behalf of the Seller.
- (e) The Seller and the Purchaser will be at liberty to vary and modify the terms and conditions of the said Agreement without affecting this guarantee, notice of which modifications to the Guarantor is hereby waived and the same shall be deemed to have been done with the assent of the Guarantor.
- (f) This Guarantee shall not be affected by any change in the constitution of the Guarantor or of the Seller nor shall the guarantee be affected by the change in the constitution of the Purchaser or by amalgamation or absorption with any other body corporate and this guarantee will be available to or enforceable by such body corporate.
- (g) This guarantee is irrevocable except with the written consent of the Purchaser.
- (h) The neglect or forbearance of the Purchaser in enforcing any payment of moneys, the payment whereas is intended to be hereby secured or the giving of time by the Purchaser for the payment thereof shall in no way release the Guarantor from its liability under this guarantee.
- (i) The invocation of this guarantee shall be by a letter signed by the Managing Director, U.P. State Sugar Corporation Limited, Lucknow and notifying/declaring the amount of advance remaining unadjusted and payable to the purchaser.
- (j) Notwithstanding anything stated hereinbefore the liability of the Guarantor under this guarantee is restricted to Rs..... lakhs (Rupees .....only) alongwith the interest @ 12 % ( Twelve percent ) p.a. on unadjusted amount of advance . This guarantee shall remain in force upto ..... Unless a demand or action under this guarantee is filed against the Guarantor in writing within three months from the date of expiry i.e. on or before ..... all rights of the Purchaser under this guarantee shall be forfeited and the Guarantor shall be released and discharged from all liabilities hereunder.

IN WITNESS WHEREOF \_\_\_\_\_ for and on behalf of the Guarantor have signed this deed on the day and year above written.

**Witnesses:**

**For and on behalf of the Guarantor**

**Annexure-B-7**

**Draft of Bank Guarantee for Timely Delivery**

**DRAFT OF BANK GUARANTEE FOR TIMELY DELIVERY & COMMISSIONING**

(TO BE SUBMITTED WITHIN 45 DAYS OF SIGNING OF AGREEMENT)

Bank Guarantee No. \_\_\_\_\_

THIS GUARANTEE MADE THIS \_\_\_\_\_ day of Two thousand & Eighteen by the \_\_\_\_\_ Bank, having its branch office at \_\_\_\_\_ (hereinafter called 'The Guarantor' which expression shall, unless repugnant to the context or contrary to the meaning thereof, include its successors and assignees) of the one part in favour \_\_\_\_\_, hereinafter called 'The Purchaser' which expression shall, unless repugnant to the context or contrary to the meaning thereof include its successors and assignees) of the other part.

WHEREAS M/s \_\_\_\_\_, a company within the meaning of the Companies Act 2013 having its registered office at \_\_\_\_\_ and chief place of business at \_\_\_\_\_ (hereinafter called 'The Seller' which expression shall unless repugnant to the subject or context include their legal representatives, administrator, successors or permitted assignees) has entered into with the Purchaser an Agreement dated \_\_\_\_\_ (hereinafter called the said Agreement) to design, manufacture, procure , supply, erection & commissioning of the 132 KV Transmission Line from Mohiuddinpur Sugar Mill ( Meerut) to 132 KV Naglapattu, Mundali Sub-Station ( Meerut) along with all related Civil Work on EPC basis for the Purchaser's sugar plant at \_\_\_\_\_ in accordance with the terms and conditions therein contained.

AND WHEREAS under clause 17.1(iii) of the said Agreement, the Seller are required to furnish to the Purchaser a Bank Guarantee in respect of timely delivery and commissioning of the said Transmission Line as provided in clause 17.1(iii) of the said Agreement for the sum of Rs. .... lakhs (Rupees ..... only) being 10% (Ten per cent) of the total contract price mentioned at section 3.0 such guarantee to be valid till 180 days after the scheduled date of commissioning of the Machinery and Equipment.

AND WHEREAS at the request of the Seller, the Purchaser has agreed to accept a Guarantee from the Guarantor being these presents to secure such obligations on conditions expressly that the Guarantor shall on demand and without demur pay the aforesaid guaranteed amount to the Purchaser.

AND WHEREAS the Guarantor has at the request of the Seller agreed to give the guarantee as hereinafter appearing.

NOW THIS DEED WITNESSES AS FOLLOWS:



- A) In consideration of the premises the Guarantor hereby undertakes to pay the Purchaser within thirty days of demand and without demur such a sum not exceeding Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) representing 10% (Ten per cent) of the Total Contract Price (as given at clause 3.0) as the Purchaser may demand.
- B) The Guarantor shall pay to the Purchaser on demand the sum under clause 1 above without demur and without requiring the Purchaser to invoke any legal remedy that may be available to them, if being understood and agreed, FIRSTLY that the Purchaser shall be the sole judge of and as to whether the Seller have committed breach/or breaches, of any of the terms and conditions of the said Agreement and SECONDLY that the right of the Purchaser to recover from the Guarantor any amount due to the Purchaser shall not be affected or suspended by reasons of the fact that any dispute or disputes have been raised by the Seller with regard to their liability or that proceedings are pending before any Tribunal/Arbitrator(s) or Court with regard thereto or in connection therewith, and THIRDLY that the Guarantor shall immediately pay the aforesaid guaranteed amount to the Purchaser on demand and it shall not be open to the Guarantor to know the reasons of or to investigate or to go into the merits of the demand or to question or to challenge the demand or to know any fact affecting the demand and LASTLY that it shall not be open to the Guarantor to require proof of the liability of the Seller to pay the amount before paying the aforesaid guaranteed amount to the Purchaser.
- C) This guarantee is in addition to and not in substitution for any other guarantee executed by the Guarantor in favour of this Purchaser on behalf of the Seller.
- D) The Seller and the Purchaser will be at liberty to vary and modify the terms and conditions of the said Agreement without affecting this guarantee, notice of which modifications to the Guarantor is hereby waived and the same shall be deemed to have been done with the assent of the Guarantor.
- E) This guarantee shall not be affected by any change in the constitution of the Guarantor or of the Seller nor shall the guarantee be affected by the change in the constitution of the Purchaser or by amalgamation or absorption with any other body corporate and this guarantee will be available to or enforceable by such body corporate.
- F) This guarantee is irrevocable except with the written consent of the Purchaser.
- G) The neglect or forbearance of the Purchaser in enforcing any payment of moneys, the payment whereas is intended to be hereby secured or the giving of time by the Purchaser for the payment thereof shall in no way release the Guarantor from its liability under this deed.

- H) This guarantee shall come into force from the date hereof and shall remain valid till the supply and commissioning of the Transmission Line is completed in all respects in accordance with the stipulation in the said Agreement for which the stipulated date according to terms and conditions of the said Agreement is, but if the date is for any reason whatsoever and upon such extension the Seller fails to furnish or renew Guarantee for the extended period, the Guarantor shall pay to the Purchaser the said sum of Rs...../- or such lesser sum as the Purchaser may demand.
- I) The invocation of this guarantee shall be by a letter signed by the Purchaser and countersigned by the Managing Director, U. P. Rajya Chini Avam Ganna Vikas Nigam Limited , Lucknow
- J) Notwithstanding anything stated hereinbefore the liability of the Guarantor under this guarantee is restricted to Rs...../- (Rupees \_\_\_\_\_ only). This guarantee shall remain in force upto \_\_\_\_\_, unless a demand or action under this guarantee is filed against the Guarantor in writing within three months from the date of expiry i.e....., all rights of the Purchaser under this guarantee shall be forfeited and the Guarantor shall be released and discharged from all liabilities hereunder.

IN WITNESS WHEREOF \_\_\_\_\_ for and on behalf of the Guarantor have signed this deed on the day and year above written.

Witnesses:

For and on behalf of the Guarantor

**Annexure-B-8**

**Draft of Bank Guarantee for Performance**

## **ANNEXURE-B-8**

### **DRAFT OF BANK GUARANTEE FOR PERFORMANCE (TO BE SUBMITTED AT THE TIME OF SIGNING OF AGREEMENT)**

In consideration of the Governor of \_\_\_\_\_ (hereinafter called "The Government") having agreed to exempt \_\_\_\_\_ (hereinafter called "the said Contractor(s)") from the demand, under the term and conditions of an Agreement dated \_\_\_\_\_, made between \_\_\_\_\_ and \_\_\_\_\_ for \_\_\_\_\_ (hereinafter called "the said Agreement") of security deposit for the due fulfillment by the said Contractor(s) of the terms and conditions contained in the said Agreement, on production of a bank Guarantee for Rs \_\_\_\_\_ (Rupees \_\_\_\_\_ only), we \_\_\_\_\_ (Indicate the name of the Bank) (hereinafter referred to as "the Bank") at the request of \_\_\_\_\_ Contractor (s) do hereby undertake to pay the Government an amount not exceeding Rs. \_\_\_\_\_ against any loss or damage caused to or suffered or would be caused to or suffered by the Government by reason of any breach by the said Contractor (s) of any of the terms or conditions contained in the said Agreement.

2. We \_\_\_\_\_ (Indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Government stating that the amount claimed is due by way of loss or damaged caused to or would be caused to or suffered by the Government by reasons of breach by the said Contractor (s) of any of the terms or conditions contained in the said Agreement or by reason of the Contractor (s) failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. \_\_\_\_\_

3. We undertake to pay to the Government any money so demanded notwithstanding any dispute or disputes raised by the Contractor (s)/supplier (s) in any suit or proceeding pending before any Court or Tribunal relating thereto, our liability under this present being absolute and unequivocal.

The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Contractor/Supplier (s) shall have no claim against as for making such payment.

4. We..... (indicate the name of Bank) further agree with the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Government under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or filed \_\_\_\_\_office. Department \_\_\_\_\_ certifies that the terms and conditions of the said Agreement, have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before \_\_\_\_\_ we shall be discharged from all liability under this guarantee thereafter.

5. We \_\_\_\_\_(indicate the name of Bank) further agree with the Government tat the Government shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Contractor(s) from time to time or postpone for any time or from time any of the powers exercisable by the Government against the said Contractor (s) and to forbear or enforce any of terms and conditions relating to the said Agreement and we shall not be relieved from any liability by reason of any such variation or extension being granted to the said Contractor (s) or for any forbearance, act or commission on the part of the Government or any indulgence by the Government to the said Contractor (s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s)/Supplier (s).

7. We \_\_\_\_\_(indicate the name of Bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Government in writing.

Dated the \_\_\_\_\_ day of \_\_\_\_\_ for \_\_\_\_\_  
(indicate the name of Bank)

## PRICE SCHEDULE/BOQ

A	B	D	E	M	N	O	BA	BB	BC
<div style="display: flex; justify-content: space-between;"> <span>Validate</span> <span>Print</span> <span>Help</span> <span style="color: red;">Wise BoQ</span> </div>									
<b>Tender Inviting Authority:</b> MANAGING DIRECTOR,UP STATE SUGAR CORPORATIONAL LIMITED, LUCKNOW.									
<b>Name of Work:</b> e-BID for Engineering, Procurement and Construction (EPC) for Supply, Erection and Commissioning of 132 KV transmission Line from Mohiuddipur Sugar Mill ( Distt. Meerut) to 132 KV Naglapatu, Mundali Substation .									
<b>Contract No:</b> PUR/SSCL/MOH/2018 <b>Date</b> 12.05.2018									
<b>Name of the Bidder/ Bidding Firm ( Company ):</b>									
<b>PRICE SCHEDULE</b> (DOMESTIC TENDERS - RATES ARE TO GIVEN IN RUPEES (INR) ONLY)									
(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only )									
NUMBER #	TEXT #	NUMBER	TEXT #	NUMBER #	NUMBER	NUMBER	NUMBER #	NUMBER #	TEXT #
Sl. No.	Item Description	Quantity	Units	Basic Price (Per Unit) In Figures To be entered by the Bidder in Rs. P	CGST (in Rs.) Rs. P	SGST (in Rs.) Rs. P	TOTAL AMOUNT Without Taxes col (13) = (4) x (7) in Rs. P	TOTAL AMOUNT With Taxes col (14) = sum (8) to (13) in	TOTAL AMOUNT In Words
1	2	4	5	7	8	9	13	14	15
1	<b>PART - A ( Work )</b>								
1.01	Detail Survey	10.80	KM				0.00	0.00	INR Zero Only
1.02	Check survey	10.80	KM				0.00	0.00	INR Zero Only
1.03	Cost of excavation of 132 KV tower foundation pits including all earth work, back filling, ramming and levelling etc including the cost of borrowed earth if required.	5325.00	Cum				0.00	0.00	INR Zero Only
1.04	Cost of setting of stubs including all foundation work of following 132 KV DC towers. (rates for setting of foundation bolts of gannies shall not be paid extra). IDADA+5 - 4 Nos. i) DB/DB+5 - 15 Nos. ii) DC/DC+5/10 - 15 Nos.	11.61	MT				0.00	0.00	INR Zero Only
1.05	Installation of steel reinforcement bars in RCC foundation including cost of steel reinforcement bars with cutting, bending, placing, binding etc.	6.62	MT				0.00	0.00	INR Zero Only
1.06	Concreting with 1:2:4 mix concrete for all types of foundation including cost of cement sand, stone, ballast, de-aerating, forming, shuttering & curing but excluding cost and installation of reinforcement bars (cost includes all expenses of T&P labour etc).	1076.073	Cum				0.00	0.00	INR Zero Only
1.07	Cost of erection of super structure of all 132 KV DA, DB, DC towers and anchor tower and their extension wherever required including all works above ground level excluding hoisting of	284.000	MT				0.00	0.00	INR Zero Only
1.07	Cost of erection of super structure of all 132 KV DA, DB, DC towers and anchor tower and their extension wherever required including all works above ground level excluding hoisting of	284.000	MT				0.00	0.00	INR Zero Only
1.08	Cost of Transportation of following materials from store to site of work having to and fro distance approx 120Kms by shifting these to road side, safely loading on vehicle by manual labour or with the help of crane as required and unloading of these at site of work safely. i) All types of towers and their extensions including required nut/bolt, templates, stubs etc. ii) Disc insulators 70KN and 120KN, ACSR Panther conductor, Earthwire and hardware fittings etc.	1.00	L.S.				0.00	0.00	INR Zero Only
1.09	Cost of Tack welding of all the bolts up to the height one section of the tower or 5 meters from the ground level whichever is higher with three tacks at 1200 separation of minimum 10 mm thickness with 10/12 mm electrode and application of Zinc rich Aluminium paint on the affected surface including cost of all material including tack welding of riser crossing tower & anchor towers.	16000	Per Bolt				0.00	0.00	INR Zero Only
1.1	Laying, stringing, tensioning, clamping, joining etc. complete with ACSR panther conductor including hoisting of insulator, fitting of all necessary hardware and accessories i.e fitting armour rods, vibration dampers etc on 2 phases of 132 KV SC lines.	10.80	KM				0.00	0.00	INR Zero Only
1.11	Laying, stringing, tensioning, clamping, joining etc. of 7/10 SWG earthwire including fitting of all necessary hardware and accessories	10.80	KM				0.00	0.00	INR Zero Only
1.12	Pipe type earthing. (Rates includes cost of coke & salt, excavation, backfilling and other associated work.) including earthing material.	38	Nos.				0.00	0.00	INR Zero Only
2	<b>PART - B ( Supply )</b>								
2.01	Towers ( Accessories - B2 )	284.00	M.T.				0.00	0.00	INR Zero Only
2.02	Bolts & Nuts 4x	11.60	M.T.				0.00	0.00	INR Zero Only
2.03	Panther ACSR Conductor	32.89	K.M.				0.00	0.00	INR Zero Only
2.04	7/3.25 Groundwire	10.362	K.M.				0.00	0.00	INR Zero Only
2.05	Accessories for Tower: 1 Number Plate	40	Nos.				0.00	0.00	INR Zero Only
2.06	Accessories for Tower: 2. Danger Plate	40	Nos.				0.00	0.00	INR Zero Only
2.07	Accessories for Tower: 3. Phase Plate Set	78	Nos.				0.00	0.00	INR Zero Only
2.08	Accessories for Tower: 4 Bird Guard	10	Nos.				0.00	0.00	INR Zero Only
2.09	Accessories for Tower: 5. Earthing Material	40	Nos.				0.00	0.00	INR Zero Only
2.1	Accessories for Conductor: 1. Vibration meter	450	Nos.				0.00	0.00	INR Zero Only
2.11	Accessories for Conductor: 2 MS Joints	60	Nos.				0.00	0.00	INR Zero Only

A	B	D	E	M	N	O	BA	BB	BC
2.07	Accessories for Tower: 3 Phase Plate Set	78	Nos.				0.00	0.00	INR Zero Only
2.08	Accessories for Tower: 4 Bird Guard	10	Nos.				0.00	0.00	INR Zero Only
2.09	Accessories for Tower: 5 Earthing Material	40	Nos.				0.00	0.00	INR Zero Only
2.1	Accessories for Conductor: 1 Vibration meter	450	Nos.				0.00	0.00	INR Zero Only
2.11	Accessories for Conductor: 2 MS Joint	60	Nos.				0.00	0.00	INR Zero Only
2.12	Accessories for Conductor: 3 Repair sleeve	20	Nos.				0.00	0.00	INR Zero Only
2.13	Accessories for Conductor: 4 PA Pad	15	Nos.				0.00	0.00	INR Zero Only
2.14	Accessories for Groundwire: 1 Suspension Wire	6	Nos.				0.00	0.00	INR Zero Only
2.15	Accessories for Groundwire: 2 Tension Clamp	75	Nos.				0.00	0.00	INR Zero Only
2.16	Accessories for Groundwire: 3 M 3 Joint	15	Nos.				0.00	0.00	INR Zero Only
2.17	Accessories for Groundwire: 4 VIB Damper	452	Nos.				0.00	0.00	INR Zero Only
2.18	Accessories for Groundwire: 5 Copper bond	80	Nos.				0.00	0.00	INR Zero Only
2.19	Acc. for Hardware & Insulators: 1 Single susp. FTTG	15	Nos.				0.00	0.00	INR Zero Only
2.2	Acc. for Hardware & Insulators: 2 Single Tens. FTTG	225	Nos.				0.00	0.00	INR Zero Only
2.21	Acc. for Hardware & Insulators: 3 Double Tens. FTTG	35	Nos.				0.00	0.00	INR Zero Only
2.22	Acc. for Hardware & Insulators: 4 Insulators 70 KN	150	Nos.				0.00	0.00	INR Zero Only
2.23	Acc. for Hardware & Insulators: 5 Insulators 120 KN	3000	Nos.				0.00	0.00	INR Zero Only
2.24	Foundation Materials: 1 Excavation	5321	Cum				0.00	0.00	INR Zero Only
2.25	Foundation Materials: 2 Concrete	1076	Cum				0.00	0.00	INR Zero Only
2.26	Foundation Materials: 3 Re-enforcement steel	6.62	Cum				0.00	0.00	INR Zero Only
3	<b>PART - C (Other)</b>								
3.01	Clearances from Dist. Govt. Offices/Railways/Tree Cutting/ Removal of fallen trees/acquisition of Right Of Way/ Crop	1	L.S.				0.00	0.00	INR Zero Only
<b>Total in Figures</b>							<b>0.00</b>	<b>0.00</b>	INR Zero Only
<b>Quoted Rate in Words</b>							<b>INR Zero Only</b>		