

विधान सभा अता ५२३० १३१० मा. सत्य श्री सचिन बिरला

VOLUME-II TENDER DOCUMENT FOR TURNKEY CONTRACT

O & M OF NARMADA MALWA GAMBHIR LINK PROJECT

### FORM OF CONTRACT AGREEMENT

This Agreement is made on this 6th December-2022 day of 2022 between E.E.OSP Canal Dr. Dharmachal (M.P.) of \_\_\_\_\_ (hereinafter called "the Engineer-in-Charge being an Employer's Representative") of the one part, and Power Linkes of Chennai (hereinafter called "the Contractor") of the other part. Where as **SUPERINTENDING ENGINEER, N.D. CIRCLE NO. 10 DHAR (M.P.)** issued NIT No. 01/SE/NM/2477 dated 26/9/22 for Operation and Maintenance of Narmada Malwa Gambhir Link Project for two years including it's pressurized piped distribution network for irrigation in 50000 hectare Culturable Command Area on Turn-key basis comprising of operation and maintenance of civil and electro-mechanical works of various components of the project i.e. pump houses, Switch Yards & Transmission Lines, Rising Mains, Gravity Mains, whole SCADA system and OMS, all connecting roads, Residential & Non-Residential buildings, Piped distribution network of 50000 hectare for ensuring proper distribution of water with required pressure head for irrigation up to 40 hectare outlets and raw drinking water at specified outlets, watch and ward of the complete Project.

Whereas M/s. Power Linkes Chennai Submitted tender for execution of the above work, the Employer and the Contractor agree as follows -

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement:
  - a) The Letter of Acceptance dated NVDA Bhopal memo no. 20/09.06/सचिव / निम्स/2022/674 भोपाल दिनांक 10/11/2022
  - b) The Addenda nos. -Nil-
  - c) Proposal submitted by the bidder along with Tender document for Turnkey contract with Price proposal (Volume II)
  - d) Drawing's and Design Parameter's, Specifications, Quality Control, Reference information (Departmental Conceptual Plan) (Volume III)
3. In consideration of the payments to be made by the Employer to the Contractor as here in after mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works, trial run, commissioning and MoM of the system and remedying any defects therein in conformity in all respects with the provisions of the Contract.



4. The Employer hereby covenants to pay the Contractor, in consideration of the execution and completion of the Works and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed in the Contract.

In Witness whereof, the parties here to have caused this Agreement to be executed the day and year first before written in accordance with their respective laws.

Authorized signature of Contractor  
Employer **For Powerlinkar**

SEAL (if any)

Authorised Signatory

Authorized signature of

**Executive Engineer**  
DSP CANAL Division  
Dhamnod (Distt) M.P.

in the presence of:	in the presence of:
Name <u>Manoj Mehra</u>	Name <u>S.K. Singh</u>
Signature <u>Maj Meh.</u>	Signature <u>S.K. Singh</u>
Address <u>Kawar Colony</u> <u>Bedwaha (M.P.)</u>	Address <u>D.S.P.C. Dhamnod</u>

**अनुभाग अधिकारी**  
मध्यप्रदेश शासन  
नर्मदा घाटी विकास विभाग  
मंत्रालय, भोपाल