

OFFICE OF THE SUPERINTENDING ENGINEER
ELECTRICITY WORKSHOP CIRCLE
PASCHIMANCHAL VIDYUT VITRAN NIGAM LIMITED
VICTORIA PARK, MEERUT - 250001

e-mail id: sewsmrt@gmail.com
Mobile: 9193301250

SHORT TERM E-TENDER SPECIFICATIONS/DOCUMENTS

1. E-Tender No. : **82/E. Workshop C./MRT/2023-24**
2. Last Date of Online Submission : **02.04.2024** - 14.00 hrs
3. Due date of opening. (Part-I) : **02.04.2024** - 16.30 hrs
4. Price of Tender fee : **Rs. 3540.00 (Rs. 3,000.00 +18% GST) (Though NEFT/RTGS only)**
5. Earnest money : **Rs. 68000.00 (Through NEFT/RTGS only)**
6. Description of Work. : **For repairing of 10 KVA to 250 KVA damaged T/F at CTR workshop, Gajraula.**
7. Estimated Cost : **Rs. 67.92 Lacs**

Bank Account Detail:

Executive Engineer, Electricity Workshop Division, Meerut.

Bank A/C No: 1403900519, IFSC Code: CBIN0282337

Central Bank of India, Jail Chungi Branch, Meerut.

The details of aforesaid E-Tender can be had in following enclosed Annexure- I to XI

1. Check List (Annexure- I)
2. General Instructions to Tenderers (Annexure- II)
3. Tender Performa (Annexure- III,IV,V,VI)
4. Performa of Deviations (Annexure – VII)
5. Prequalifying Conditions (Annexure-VIII)
6. General Conditions and Special T&C (Annexure-IX,X)
7. Scope of Work (Annexure-XI)
8. Price Schedule(Annexure-XII)

Superintending Engineer

नोट :-निविदाकार द्वारा प्रत्येक निविदा हेतु वांछित धरोहर राशि एवं निविदा मूल्य अलग-अलग (अप्रतिदेय), फर्म के नाम चालू खाते से ही RTGS/NEFT के माध्यम से ही अधिशासी अभियन्ता, विद्युत कार्यशाला खण्ड, मेरठ के नाम से सैन्ट्रल बैंक ऑफ इण्डिया की जेल चुंगी, मेरठ स्थित बैंक शाखा में संचालित चालू बैंक खाता सं० 1403900519 (IFSC Code CBIN0282337) में जमा कराया जाना अनिवार्य है। IMPS के माध्यम से जमा धनराशि मान्य नहीं होगी। IMPS द्वारा जमा की गई धनराशि अथवा सयुक्त रूप से जमा की गई (निविदा शुल्क एवं धरोहर राशि) राशि को निविदा शुल्क मानते हुये उक्त जमा राशि को जब्त कर लिया जायेगा। निविदाकार द्वारा निविदा भाग-1 (निविदा/धरोहर राशि एवं तकनीकी बिड), निविदा भाग-2 (प्राइजबिड) निविदा खुलने की निर्धारित तिथि एवं समय तक, ई-टेंडरिंग वेबसाइट www.etender.up.nic.in पर अपलोड की जा सकेगी। निविदा भाग-1 (निविदा शुल्क एवं धरोहर राशि) निर्धारित दिनांक एवं समय पर वेबसाइट www.etender.up.nic.in पर खोली जायेगी तथा उसमें निविदाकार अर्ह पाये जाने के उपरान्त ही उक्त निविदाकार की तकनीकी बिड खोली जायेगी। निविदा प्रपत्र खोलने वाले दिवस को अवकाश होने की स्थिति में उक्त निविदाएं अगले कार्यदिवस में खोली जायेगी। अधोहस्ताक्षरी द्वारा किसी भी निविदा को स्वीकार/अस्वीकार करने या समस्त निविदाओं को या उसके किसी भाग अथवा अपूर्ण निविदाओं को निरस्त करने का अधिकार सुरक्षित है।

Check List for Documents to be upload in Part-Ist (Prequalifying Condition)E-Tender No : **82**/EWC-MT/2023-24

Sl.	Description	Yes/No	Uploaded on page No.
1	Required Tender Cost deposited in desired Bank Account and its UTR Detail Uploaded.		
2	Required Earnest Money deposited in desired Bank Account and its UTR Detail Uploaded.		
3	Copy of GST registration certificate (Provisional Certificate shall not be accepted)		
4	Copy of PAN card		
5	Copy of (AY-2023-24, FY 2022-23)/latest Income Tax Return Acknowledge Certificate.		
6	Under taking for Not black listed/debarred from business in any Govt./Semi Govt./PSU/local Bodies etc. as per (Annexure-VI enclosed) on Rs. 10.00 non judicial stamp paper (Stamp paper should be not older than 6 months from the Ist. Date of Opening of part-I of this Tender on E-Tender Website http://etender.up.nic.in). Above Under taking for the tender should be the current date (primarily after the date of floating the tender).		
7	The bidder should have a Class 'A' Electrical License, issued by Electricity Safety Directorate of UP (minimum validity upto date of opening of Bid (Part-I) or in case of renewal of license for next Financial year, acknowledgement copy of Elect. Safety Department should be submitted. (Upload copy).		
8	Declaration as per (Annexure-V enclosed) about proposal in response to the above invitation shall not be withdrawn within 180 days from the date of opening of Part-I of this Tender on Rs. 10.00 non-judicial stamp paper. (Stamp paper should be not older than 6 months from the Ist. Date of Opening of part-I of this Tender on E-Tender Website http://etender.up.nic.in). Above Declaration for the tender should be the current date (primarily after the date of floating the tender)		
9	The bidder should have a minimum average annual turnover (MAAT) Rs. 67.92 Lacs (Exclusive of GST) (100% of estimate cost) per annum for the best three financial years out of the last five financial years. The audited balance sheet / CA's certificate with UDIN Number shall be enclosed in support of above failing which the bid shall not be considered.		
10	Net worth of the bidder should be positive. Net worth means the sum total of the paid up capital and free reserves (excluding reserves created out of revaluation) reduced by aggregate value of accumulated losses (including debit balance in profit and loss account for current year) and intangible assets with UDIN Number shall be enclosed in support of above failing which the bid shall not be considered.		
11	The bidder should have a minimum solvency of Rs. (25% of estimated cost) or credit facility not older than 12 Months from the Ist. date of opening of Part-I of this tender on E-Tender Website http://etender.up.nic.in and it should be issued from Nationalized/ scheduled bank Only.		
12	The bidder shall have to valid character certificate issued from the District magistrate along with the techno commercial part of the bid document issued.		

13	The bidder should have successfully completed the Transformer repairing work in Elect. Workshop in the last Five year as prime contractor in Govt/ Semi Govt. Organization from the date of opening of bid part-1. Performance/ Experience Certificate copy are to be enclosed)		
14	<p>The bidder should have successfully completed the Transformer repairing work in Elect. Workshop in the last Five year as prime contractor in Govt/ Semi Govt. Organization from the date of opening of bid part-1. (Agreement/Order are to be enclosed) as below:-</p> <p>A-Bidder Should have successfully completed the Transformer repairing work in Elect. Workshop in single order having minimum order value 80% of estimated cost of similar nature or higher rating work.</p> <p style="text-align: center;">or</p> <p>B- Bidder Should have successfully completed the Transformer repairing work in Elect. Workshop in maximum two order having minimum order value 50% of estimated cost of similar nature or higher rating work.</p> <p style="text-align: center;">or</p> <p>C- Bidder Should have successfully completed the Transformer repairing work in Elect. Workshop in maximum three order having minimum order 40% of estimated cost of similar nature or higher rating work.</p>		

In Case of Firm's is a Limited Company / Pvt. Limited Company/ Partnership Firm or Authorized signatory is different from Firm's Proprietor . Tenderer has to submit a valid Board Resolution, Partnership deed & Singing Authority letter, Power attorney with tender document, failing which Bid Part-II(Price Bid) will not be opened of such Tenderer.

Tenderer Signature
with Seal

TO BE SUBMITTED BY THE CONTRACTOR DULY SIGNED

TENDER INSTRUCTION

Tenderers are requested to go through the instructions carefully and furnish complete information, along-with their tender offer, failing which their offers may not be considered at all tenders shall be received in two parts {Part-I–Technical Bid, Pre qualifying conditions & Part-II–Price Bid} will be filled up in E-Tender Website "http://etender.up.nic.in"

1. **TENDER BID PART-I :-**

Required Documents will be uploaded in pdf. format. In the absence of said information/documents, the part-II of the tender will not be opened at all.

2. **TENDER BID PART-II (PRICE BID) :-**

Tender Part-II (Price Bid) will be uploaded in excel file format after fill up the rates and G.S.T. Percentage. Incomplete Excel Sheet, i.e. not filled up the rate or G.S.T. Percentage the tender part–II (Price Bid) will be rejected.

3. The tender shall be uploaded on E-Tender Website <http://etender.up.nic.in>

4. The tenders will be opened by the Superintending Engineer with other Nominee in this office at specified date and time. In case the tender opening date is holiday, the date of opening of tender will stand extended to next working day.

5. The conditions of Standard Form A &B of UPPCL applicable against this tender.

6. Superintending Engineer, Electricity Workshop Circle, Meerut reserves the right to reject any tender or all the tenders or part thereof without assigning any reason thereof.

7. The purchaser does not pledge to accept the lowest tender and reserves that right to accept any tender or reject any/all the tender(s) without assigning any reasons.

8. All material which will be provided by the contractor, issued used in the repairing of the equipment shall be of best quality and shall be confirming to relevant ISS/BSS mentioned in this tender.

9. The successful tenderers are required to execute an agreement on Non-judicial stamp paper of Rs. 100.00 along within 7 days from the date of issue of regd. Notice and if the firm fails to do so this Earnest Money will be forfeited and works can be assigned to other participant of the tender.

10. Material, which will be provided by the contractor, shall be inspected by an authorized officer/team to be deputed by the Purchaser/Department.

11. Contract will be awarded on basis L-1 Rates in respect of Total Value of Tender.

12. The tenderers are requested to make themselves fully conversant with the job requirement and technical specification and general conditions of the contract as per Form 'A & B of UPPCL.

13. If the tenderer fails to completion of job within stipulated time a penalty at the rate of 0.5% per week or part thereof subject to maximum 10% will be deducted from his bill as per terms and conditions laid down in Form 'A & B of UPPCL.

14. The contractor shall be responsible for any damage loss and breakage during execution of work.

15. For any further Clarification, tenderers can contact to the Superintending Engineer, Electricity Workshop Circle, Meerut No subsequent representation of ground of any sort of misunderstanding will be entertained.

16. In the event of unsatisfactory performance/progress of work as may be determined by the Superintending Engineer, Electricity Workshop Circle, Meerut The agreement will be terminated without any notice and security will be forfeited.

17. Successful Contractor has to provide petty items under the scope of work of standard/reputed manufactures confirming to relevant ISS norms.

18. The successful tenderer will be required to enter into an agreement as per General Condition of contract Form A & B of UPPCL. All the documents submitted in connection with the tender shall also be part of contract.

19. However, if there is tolerance on negative side within the permissible limit of the specified standard, and it does not make any difference in the performance of the material to be decided purchaser only the proportionate reduction in prices shall be done by the consignee.

20. Payment shall be made after receipt and satisfactory checking of material at site as per conditions of Form 'B'. No interest shall be paid for delayed payments, whatsoever the delay may be.

21. The Work may be allotted to more than one Firm on the basis of L-1 Rates on total tender Value only on the discretion of SE, EWC, Meerut.

22. Purchaser, on his discretion, may send and randomly selected sample from the supplied lot for any/all testing as per technical specification / ISS in any of the NABL accredited lab. The result of such tests shall be final and binding on both the purchaser & Supplier.

**Signature of Tenderer
with Seal**

TENDER PROFORM A

(To be filled & submitted by the Tenderer in Tender Bid Part –I)

IMPORTANT INSTRUCTIONS TO THE TENDERERS

Your e-tender shall not be considered, if you fail to submit this Performa duly filled. Replies should be complete without ambiguity and should be clearly written against each item.

Terms such as “Refer covering letter etc.” shall not be acceptable. You may, however, attach extra sheets, if the space is not sufficient.

Sl. No	Particulars	
1	Specification No. against which you have tendered	
2	UTR details by which cost of tender Specification was deposited by you.	
3	Name & Address of the tenderer.	
4	Email Id of contractor	
5	Mobile no. of contractor	
6	Whether tenderer is Prime Contractor or Petty Contractor with power of attorney of manufacturer (authentic proof regarding agents of manufacturer to be enclosed)	
7	UTR details and Amount of earnest money deposited with full Details.	
8	Type of Firm (i.e. proprietary firm, Partnership firm, Pvt. Ltd. Firm, Public Ltd. Firm etc.)	
9	Full Quantity offered (Yes/No.)	
10	Do you agree to all conditions of Form - A/B of tender Specifications. If not, state the modifications clearly in the schedule enclosed which you would desire in Form – A/B other terms & conditions (It may please be noted that, it shall be entirely at the discretion of the competent authority to accept or reject the modifications proposed.)	
11	Name & Detailed address of your Authorized representative against this order / agreement	
12	Name & detailed address of tendered/ proprietor / partners / Directors be given.	
13	Give two references who can certify your financial status & capability to undertake such supply order one of the reference should be a scheduled Bank of India.	
14	Do you confirm that are no typographical errors/ omissions in your tender & all other documents, forming part of the tender (answer Yes / No)	
15	Would you agree validity period of 180 days against this tender (Yes/No)	
16	What is the completion / delivery period, pl. state if the completion is guaranteed under penalty? (Yes/No)	
17	Are you agreeable to the completion period being reckoned from the date of receipt of letter of acceptance by you? (Yes/No)	
18	Do you agree to furnish security deposit, if order is placed with you ? (Yes / No)	
19	Give Details of Class ‘A’ License issued by Electricity Safety Directorate & its validity.	

20	Pl. Enclose the certified copy of the latest income tax clearance certificate/Income Tax return.	
21	Weather all the schedule & documents required have been submitted or not? (Yes/No)	
22	What is your PAN No.	
23	What is your GST No.	
24	The bidder should have a minimum average annual turnover (MAAT) as required in this tender per annum for the best three financial years out of the last five financial years. The audited balance sheet / CA's certificate with UDIN number shall be enclosed in support of above. (Yes/No)	
25	What is your Bank A/c No. & Name of Bank.	

TECHNICAL SPECIFICATION AND PRICES		
26	Are the work/items offered, in accordance to the specifications of the tendering authority. (Yes/No)	
27	Pl. indicate clearly if the quoted prices are Firm & Firm in all respect throughout the currency of the contract / agreement. (Yes/No)	
28	If the quoted rates are inclusive of any taxes /duties / other charges, give details of such taxes /duties / other charges, included & at the rate(s)	
29	Pl state, if you would claim any other charges over & above the prices as extra, which are not covered above. If Yes, Pl. state each separately indicating the amount in Rs. Against each per unit basis.	
30	Do you offer any discount and if so, then what is the rebate / discount in Rs. Per unit?	

Signature of the Tenderer with seal.

SHORT TERM E-T.No. 82/E.Workshop C./MRT/2023-24

M/s.....
.....
.....

To,
**The Superintending Engineer,
Electricity Workshop Circle
PVVNL, Meerut.**

Dear Sir,

With reference to your tender for the above work, I/We offer to submit our proposal having rates for site, erection at site in the schedule annexed or such portion thereof, as you may determine in strict accordance with the terms, conditions and instructions to the tenderer and conditions of the tender and sale contained in Part-1 of the above referred tender to the satisfaction of the seller or in default thereof to forfeit to and pay to PVVNL, the sum of money mentioned in the said conditions.

THE RATES QUOTED ARE NET AND FIRM AND IN FULL SATISFACTION OF ALL CLAIMS. I/WE AGREE TO ABIDE BY THIS TENDER FOR THE PERIOD OF 180 DAYS FROM THE DATE OF OPENING OF BID PART-1.

A sum of Rs. in the form of RTGS/NEFT from the Firm's Current Account having UTR no.dt..... vide (Name of Bank) as tender cost has been deposited in the Executive Engineer, Electricity Workshop Division, Meerut. Bank A/C No: 1403900519, IFSC Code: CBIN0282337 Central Bank of India, Jail Chungi Branch, Meerut. The proof of the same has been annexed with the bid proposal. A sum of Rs. in the form of RTGS/NEFT having UTR no.dt.....vide (Name of Bank) as earnest money. The proof of the same has been annexed with the bid proposal, the full value of which shall be retained by the PVVNL on account of earnest money security deposit specified in the said condition of contract.

I/we hereby undertake and agree to execute a contract in accordance with the said 'Terms, Conditions & Instruction to the Tenderer of the tender bid specification.

Firm RTGS Details:-

The details of the funds (earnest money/Tender Fees) given by the firm in the present tender, are deposited in the departmental account, as mentioned herein under:-

Firm current account number-

Name of Bank with address:-

IFSC code of the branch-

Amount:- Rs. & head (EMD/Tender Cost)

UTR no.-

Yours faithfully,

**Signature of the Tenderer
(With complete address & Seal)**

NOTE: Please note that no money transfer through IMPS transaction will be accepted at all.

Note :- (This Declaration is to be enclosed in tender bid part-I)

Part-1
DECLARATION

(To be executed on a Rs. 10.00 non-judicial stamp paper)

Tender Invited by:- Superintending Engineer, EWC, PVVNL, MEERUT.

Tender for:-

From:-

Name of Tenderer:-

Specification no.:- **SHORT TERM E-T.No. 82/Workshop C./MRT/2023-24**

Date of opening of bid part-1:-

IN CONSIDERATION of the EWC,PVVNL, Meerut having treated the tenderer to be an eligible bidder whose tender may be considered, the tenderer hereby agrees to the condition that the proposal in response to the above invitation shall not be withdrawn by us within **180 days** from the date of opening of the tender (or any extension thereof), also to the condition that if thereafter the tenderer does withdraw his proposal within the said period, the earnest money deposited by them may be forfeited by the PVVNL and at the discretion of the purchaser. The purchaser may debar the tenderer from tendering for a minimum period of one year reckoned from the date of opening of the tender.

Signed this day of2024

Place:

Signed by

State title whether Proprietor/Partner
(With complete address &

Seal)

Part-1
DECLARATION

(To be executed on a Rs. 10.00 non-judicial stamp paper)

Undertaking/Declaration by the bidder

Tender Invited by:- Superintending Engineer, EWC, PVVNL, MEERUT.

Tender for:-

Name of Tenderer:-

Specification no.:- **SHORT TERM E-T.No. 82/Workshop C./MRT/2023-24**

(A) "Regarding Conflict of Interest"

I.....Sole Proprietor / partner / Director of M/s..... under take that I am not interested as a proprietor and/or partner and/or Director in any other party/firm, participated in above Tender.

(B) "Regarding black listing/Debaring of the firm"

We hereby undertake and submit the declaration that our firm/company is not debarred/blacklisted by any agency or department of Government of Uttar Pradesh/ any other state government / Government of India including State public sector Undertakings or central public sector undertakings during the period of last Five years. As on bid submission date, there is no black listing proceeding or debar for participating in bidding by any State Government or Government of India or their departments or PSUs. My/Our Firm/ Company is/are not involved in any illegal activity and/or not sheeted for any criminal act of theft and/or diverting fertilizers for industrial use or any other essential commodity during last five years.

In case, at any stage if the above declaration is found false or incorrect, the SE, EWC, Meerut shall be free to take any punitive / legal action against us, as may be deemed fit, which shall be acceptable / binding on us and the consequences shall be to our account.

(C) "Regarding information/details Given"

I,sole proprietor / partner/ Directors of M/sis giving undertaking that details given are correct to the best of my knowledge and I agree to abide by all your tender/order terms and conditions.

That I further undertaking that in case any of the facts sworn in as mentioned above and any particulars mentioned in our application is found other-wise or incorrect or false at any stage, Beside, Govt. Deptt./Govt. Nigam/Govt. Boards shall be entitled to take all such actions as may be deemed fit including termination of Contract, if awarded, without any claim for any compensation whatsoever on account of such premature closure of the contract.

I know that to swear a false affidavit is a crime under the law and with such knowledge only I have swear this affidavit.

Signed this day of2024

Place:

Signed by

**State title whether Proprietor/Partner
(With complete address & Seal)**

ANNEXURE-VII

(To be filled & submitted by the Tenderer in E-Tender Bid Part –I)

DEVIATIONS FROM TERMS AND CONDITIONS OF E-TENDER DOCUMENT/ FORM A&B & OTHER TERMS & CONDITIONS OF UPPCL/P.V.V.N.L.

AGAINST **SHORT TERM** TENDER NO.**82**/E. Workshop C./MRT/ 2023-24

I/We the undersigned have carefully examined {The General Conditions of contract form A and other terms & conditions of the tender specification} and I/We hereby confirm that all the terms & conditions contained in form A and other terms and conditions of tender specification under reference are acceptable to me/us with the following deviations :

Sl. No.	Description of Clause No. etc.	Stipulated in UPPCL/ P.V.V.N.L. specification	Deviation offered	Remark, if any
1	2	3	4	5

Signature of contractor with seal

Date

Place:

Address:

Short Term E-Tender No. 82/E. Workshop C./MRT/2023-24

Tenderers are requested to go through the instructions carefully and furnish complete information, along with their tender offer, failing which their offers may not be considered at all tenders shall be received in two parts {Part-I (Tender Cost, Earnest Money & Technical Bid, pre qualifying Conditions) and Part-II–Price Bid} will be filled up in E-Tender Website <http://etender.up.nic.in>

- Tenderer shall upload following documents on e-tender portal www.etender.up.nic.in using his digital signature.
- The bidders have to fulfil following minimum conditions of experience and financial competence in order to qualify for consideration this tender:
- The Tender submissions of bidders, who don not qualify the minimum eligibility criteria, is liable to be rejected and shall not be considered for further evaluation.
- **JV(Joint Venture) is not allowed.**
- निविदाकार को निविदा के भाग–प्रथम (निविदा शुल्क, धरोहर राशि, तकनीकी बिड) में अधोलिखित Pre-Qualifying Conditions के अनुसार प्रपत्र E-Tender Website <http://etender.up.nic.in> पर Upload करना आवश्यक होगा। उक्त प्रपत्र मण्डल कार्यालय में physical रूप में स्वीकार नहीं किये जायेंगे। उक्त निविदा का द्वितीय भाग(प्राइस बिड), केवल उन्हीं फर्मों को खोला जायेगा, जो अधोलिखित Pre-Qualifying Conditions में अर्ह करेगी।

Eligibility Criteria/Pre-Qualifying Conditions for Part-I**a. Tender Cost, Earnest Money & Technical Requirement: -**

- 1- Copy of RTGS/NEFT Bank Receipt on a/c of Tender Cost in single transaction from the Firm's Current Account which shall be deposited in the current bank A/c. of Executive Engineer, Electricity Workshop Division, Meerut through RTGS/NEFT in Bank A/c No. 1403900519, IFSC no. CBIN0282337, Central Bank of India, Jail Chungi, Meerut.
- 2- Copy of RTGS/NEFT Bank Receipt on a/c of Earnest Money in single transaction from the Firm's Current Account which shall be deposited in the current bank A/c. of Executive Engineer, Electricity Workshop Division, Meerut through RTGS/NEFT in Bank A/c No. 1403900519, IFSC no. CBIN0282337, Central Bank of India, Jail Chungi, Meerut.
- 3- The bidder should have a valid G.S.T Registration. (Provide copy) Provisional Certificate not be accepted.
- 4- The bidder should have a valid PAN card copy. (upload copy)
- 5- Copy of (AY-2023-24, FY-2022-23)/latest Income Tax Return Acknowledgment. (upload copy)
- 6- Under taking for Not black listed/debarred from business in any Govt./Semi Govt./PSU/local Bodies etc. as per (Annexure-VI enclosed) on Rs. 10.00 non judicial stamp paper (Stamp paper should be not older than 6 months from the Ist. Date of Opening of part-I of this Tender on E-Tender Website <http://etender.up.nic.in>). Above Under taking for the tender should be the current date (primarily after the date of floating the tender).
- 7- The bidder should have a Class 'A' Electrical License, issued by Electricity Safety Directorate of UP (minimum validity Ist. Date of Opening of part-I of this Tender on E-Tender Website <http://etender.up.nic.in>). or in case of renewal of license for FY 2023-24, acknowledgement copy of Elect. Safety Department should be submitted. (Upload copy).
- 8- Declaration as per (Annexure-V enclosed) about proposal in response to the above invitation shall not be withdrawn within 180 days from the date of opening of Part-I of this Tender on Rs. 10.00 non-judicial stamp paper. (Stamp paper should be not older than 6 months from the Ist. Date of Opening of part-I of this Tender on E-Tender Website <http://etender.up.nic.in>). Above Declaration for the tender should be the current date (primarily after the date of floating the tender).

9- The bidder should have a minimum average annual turnover (MAAT) of **Rs. 67.92 Lacs (Exclusive of GST) (100% of Estimated cost)** per annum for the best three financial years out of the last five financial years. The audited balance sheet/ CA's certificate with UDIN Number on following Performa (containing Firm's Turnover details without G.S.T) shall be enclosed in support of above, failing which the bid shall not be considered. (Uploading copy mandatory)

Sl.	Financial Year	Firm's Turnover (without G.S.T)
1		
2		
3		
4		
5		

- 10- Net worth of the bidder should be positive. Net worth means the sum total of the paid up capital and free reserves (excluding reserves created out of revaluation) reduced by aggregate value of accumulated losses (including debit balance in profit and loss account for current year) and intangible assets with UDIN Number shall be enclosed in support of above failing which the bid shall not be considered.
- 11- The bidder should have a minimum solvency of Rs. (25% of estimated cost) or credit facility not older than 12 Months from the Ist. date of opening of Part-I of this tender on E-Tender Website <http://etender.up.nic.in> and it should be issued from Nationalized/ scheduled bank Only.
- 12- The bidder shall have to valid character certificate issued from the District magistrate along with the techno commercial part of the bid document issued.
- 13- The bidder should have successfully completed the **Transformer repairing work in Elect. Workshop** in the last Five year as prime contractor in Govt/ Semi Govt. Organization from the date of opening of bid part-1. (Performance/Experience certificate copies are to be enclosed)
- 14- The bidder should have successfully completed the **Transformer repairing work in Elect. Workshop** in the last Five year as prime contractor in Govt/ Semi Govt. Organization from the date of opening of bid part-1. (Agreement/Order are to be enclosed) as below:-
- A- Bidder Should have successfully completed the **Transformer repairing work in Elect. Workshop** in single order having minimum order value 80% of estimated cost of similar nature or higher rating work.
- or
- B- Bidder Should have successfully completed the **Transformer repairing work in Elect. Workshop** in maximum two order having minimum order value 50% of estimated cost of similar nature or higher rating work.
- or
- C- Bidder Should have successfully completed the **Transformer repairing work in Elect. Workshop** in maximum three order having minimum order value 40% of estimated cost of similar nature or higher rating work.

Signature of Tenderer
With Seal

In Case of Firm's is a Limited Company / Pvt. Limited Company/ Partnership Firm or Authorised signatory is different from Firm's Proprietor . Tenderer has to submit a valid Board Resolution, Partnership deed & Singing Authority letter, Power attorney with tender document, failing which Bid Part-II(Price Bid) will not be opened of such Tenderer.

Short Term E-Tender No. 82/E. Workshop C./MRT/2023-24

Tender Bid Part- II: It shall contain Price Bid only and shall be uploaded on www.etender.up.nic.in:

Important Note: Tender Bid Part-II of only those firms shall be opened which comply by uploading of desired documents of pre qualifying conditions Part-I in E-Tender of the Bid. Part-II of those firms which fail to submit the above records shall not be considered.

- 1.02 In case of any inconsistency with the provisions of Form A & B of UPSEB/UPPCL the provisions under special conditions of the tender will prevail.
- 1.03 Tenderers are requested to submit the price schedule appendix duly filled in (item by item) as required and should strictly follow the instructions to facilitate the tendering authority to prepare Comparative Statements.
- 1.04 Any portion of “Terms & conditions” as laid down in the condition of the contract, Form A & B of UPSEB/UPPCL along with nature of work etc, which is not clear to the tenderer should be got clarified before submission of the tender. Tenderers are requested to adhere to all clauses of the contract Form A & B of UPSEB/UPPCL to facilitate finalization of the contract. In case, they are unable to do so, should state the particular clause of the conditions which may not be acceptable to them & should support alternative for consideration.
- 1.05 The tendering authority does not suggest /pledge to accept the lowest of any tender & reserves to himself the right of rejecting the whole or any portion of the tender as he may think fit without assigning any reason for non acceptance or selection.
- 1.06 Tendering authority reserves the right to revise or amend the tender. Such revision & amendment, if any, will be communicated to all tenderers as amendment or addenda to this invitation of the tender.
- 1.07 Any action on the part of the tenderer to revise the price/prices and/or the change the structure of price/prices at his own instance after opening of tenders may result in rejection of tender & also debarring him from submission of the tenders to the P.V.V.N.L./ Corporation at least for one year.
- 1.08 Any approach etc., officially or otherwise on the part of the tenderer or his representative shall tantamount to his offer liable to be summarily rejected.
- 1.09 Tender fee in single transaction which shall be deposited in the current bank A/c. of Executive Engineer, Electricity Workshop Division, Meerut through RTGS/NEFT in Bank A/c No. 1403900519, IFSC no. CBIN0282337, Central Bank of India, Jail Chungi, Meerut.
- 1.10 Earnest Money in single transaction which shall be deposited in the current bank A/c. of Executive Engineer, Electricity Workshop Division, Meerut through RTGS/NEFT in Bank A/c No. 1403900519, IFSC no. CBIN0282337, Central Bank of India, Jail Chungi, Meerut.
- 1.11 Copies of Bank receipt (RTGS/NEFT) for document cost and earnest money should be uploaded in Part-I of tender.
- 1.12 The Tender fee once deposited will not be refunded under any circumstance whatsoever.
- 1.13 In case of ambiguous or self contradictory terms/conditions mentioned in the tender specification, interpretations as advantageous to the P.V.V.N.L./Corporation shall be taken without any reference to accept the deviations or not.
- 1.14 Any overwriting /omitting/erasing etc. in the tender should be duly signed & stamped.
- 1.15 In no case payment will be made by the Letter of Credit.

- 1.16 The Earnest Money deposited by the tenderer will be refunded after finalization of tender, in the event of his tender being rejected/not accepted. In the event of tender being accepted, the Earnest Money shall be retained by the tendering authority and adjusted against the security deposit specified under and shall be released only on satisfactory completion of work.
- 2.00 Only tender of those tenderers shall be considered who have sufficient experience for execution of such type of works during past & have necessary resources & organization to undertake the work tendered for to the satisfaction of the tendering authority.
- 3.01 All the tenderers must furnish a list of agreements executed by them during last five years.
- 3.02 All the tenderers must submit past performance reports of any of such type of works carried out by them.
- 3.03 The quantity of work may be extended by 50% and completion period may be extended for further Six month on mutual consent of both parties & only after approval from Competent Authority.
- 4.00 **VALIDITY OF OFFER:** Tenderers shall ensure that their rates are firm and will be valid for 180 days from the date of opening of the tender & are not subject to variation on any account.
- 4.01 **COMPLETION PERIOD:** Period for the execution of work is 12 months From the date of LOI/Agreement/Order or till exhaust of tender value on mutual consent.
- 5.00 **PRICES:**
- 5.01 The Tenderers must quote their prices (item wise) in the Price Schedule (BOQ) uploaded on e-tender website.
- 5.02 The quoted prices shall be firm & firm in all respect throughout period of the Contract/agreement. No variation in the prices shall be allowed in any circumstances.
- 5.03 Tenderer should note clearly that the tenders with variable prices shall not be considered at all.
- 5.04 Any other charges/duties/taxes/levies etc. should be specifically mentioned separately in the price schedule.
- 6.00 **SCHEDULE OF DEVIATION FROM GENERAL CONDITIONS OF FORM A & B & SPECIAL CONDITIONS:**
- The tenderers should clearly state whether all the provisions of tender specification application to this tender, are acceptable to them & incase of any deviations the same should be clearly mentioned and submitted along with their tender in the enclosed proforma.
- 7.00 **PAYMENT:**
- Running payment may be made on month wise basis as per agreement subject to the availability of the funds.
- 8.00 **DISPUTE:**
- For any dispute arising out of this tender in between the tendering authority and the contractor. The Director (Tech.), P.V.V.N.L., Meerut will decide the dispute and his decision will be binding on both the parties.

Signature of Tenderer
With Seal

SPECIAL TERMS & CONDITIONS :

1. The man power deployed by the contractor shall be given the material by the JE(Workshop) for each job who will be acknowledge and arrange to submit detailed utilization of materials used on the works and balance return to the concerned JE(workshop) of the Corporation immediately after completion of each work.
2. The Contractor shall be solely responsible for any losses/ accident to the persons working with under them and shall have to pay due compensation in accordance with the prevailing rules / regulations of Government Contractor.
3. The contractor shall arrange to have group insurance for the labour deployed by them and shall have to pay due compensation in accordance with the same. The Corporation will bear no responsibility for the compensation to his manpower in case of any accident.
4. The contractor shall make payment through cheque/R.T.G.S. as per prevailing rates of Minimum wages act declared by Labour Commissioner. The payment will be made to their man power in the presence of AE(workshop) concerned.
5. The contractor shall ensure that the wages to the man power deployed by them is disbursed within the first of week of each month.
6. Contractor has to take all safety measure and will provide safety equipment like Hand Gloves, Boots (Electric Shook proof), Helmet, safety Jacket etc. to each employee deployed by the firm in workshop.
7. The man power deployed by the firm, should have sufficient experience for execution of electrical works and well conversant with the electrical system.
8. The firm must be registered with the Labour Department and the names & address of their personnel should have been mentioned in the list. Proof of initial registration with the Labour Department will be submitted by the firm to the concerning **Executive Engineer, Electricity Workshop Division**, also for the number of personnel deployed by them against this agreement.
9. The firm will be responsible to deduct the amount of E.P.F. from the wages of their employees and contribution of the firm, will be got deposited with the E.P.F. Commissioner of the employees coming under EPF Act provision as per rules & regulation and will provide a photocopy of Deposited E.P.F. amount in concerning Executive Engineer Workshop Division office before making payment.
10. The age of the man power deployed by the firm, should be in between 18 years to 55 years. Proof of the age of the manpower deployed by the firm, will be submitted by the contractor to the concerned authority.
11. Variation in Agreement quantity may vary upto any extent as per work requirement, but value of the Agreement may not vary at all.
12. Concerned officer of UPPCL have no right to issue any type of experience certificate in respect of man power deployed by the firm.
13. Character certificate of each employee deployed by the firm, will be made available to the concerned EE, Workshop.
14. The firm will be responsible to get the undertaking from each employee that they will never precede to the court against Paschimanchal Vidyut Vitran Nigam Limited and copy of the same will be submitted to the department.
15. Identity Cards will be issued by the firm to the Man Power deployed by them and the same will be kept by the employees while on duty.
14. The contractor must submit the list of man power with their attested photocopies of I Cards, Bank Account No and Employees EPF No, to concerning **Executive Engineer, Electricity Workshop Division**.
15. **CONTRACTOR'S REPRESENTATIVE:** The names of the authorized representative, if any and their local address, will be intimated by the contractor within one week time, from the date of execution of agreement. The contractor will intimate to the Execution Authority/ Engineer of contract, changes if any, in the local address of the contractor's representative immediately on occurrence of any change. The responsibility for non receipt of intimation due to change in address will be on the contractor.
16. The contractor should see the Workshop/ Working place before starting repair & renovation work and satisfy him or herself to ensure that Indian Electricity Rules should be followed strictly.
17. The work shall be carried out strictly in accordance with the P.V.V.N.L. Practices RESSPO Drawings, directions of the P.V.V.N.L. /UPPCL representative and prevailing Indian Electricity Rules/Acts.

18. **COMPLETION OF WORK:**
- (i) **385 nos.** or as offered or as per requirement, damaged distribution transformers of capacity **10 to 250 KVA** will be repaired/ renovated per month in May, June, July, August, September & **335 nos.** or as offered or as per requirement. Damaged distribution transformers of capacity **10 KVA To 250 KVA** will be repaired/ renovated during month October , November December **240 nos.** or as offered or as per requirement. Damaged distribution transformers of capacity **10 KVA To 250 KVA** will be repaired/ renovated during month January, February, March, April. Failing which balance quantity may be repaired in the next month subject to be availability of damaged distribution transformer and required materials but Firm fails to repair within time then penalty as per penalty Clause will be imposed. In summer damage Transformer numbers increase, if cannot be possible to repair in one shift, then firm has to make arrangements to work in Double shift with extra skilled/unskilled man power at his own cost.
 - (ii) If at any time contractor fails to achieve the repairing target (as per requirement or daily damages received) then any portion of the work can be awarded to any other firm (s) engaged in the work of T/F repairing in Electricity Workshop Circle, P.V.V.N.L., Meerut on the rates, terms & conditions of this contract, just by giving a seven days notice to this contractor.
 - (iii) Firm has to deploy adequate numbers of labour/employees, needed to repair total number of damage transformers received in Workshop, from the area of workshop in same month. Further Firm has to work in Double Shift if required to meet the demand of repair of damaged transformer. In case of failure to repair the damage transformer in same month, First notice will be served for 15 days & in subsequent failure it will be noted down in Performance report after completion of agreement. Firms has to follow all the Labour Law and norms.
19. The contractor is required to abide by the provisions of the labour/industrial laws such as payment of minimum wages to labour engaged by them for execution of work etc.
20. **SECURITY DEPOSIT:** 10% of contracted amount shall be deposited by contractor in form of **FDR/CDR/TDR/SDR** of Nationalized Banks (valid for Twelve month) in favour of concerned Executive Engineer (Workshop) at the start of work and shall be refunded after satisfactory completion of Agreement and as per guarantee clause.
21. **PRICES:** The prices shall remain "FIRM & FIRM" in all respect exclusive of statutory taxes throughout the currency of the contract/ agreement. No variation in the cost will be allowed at any cost.
22. **PAYMENT:** Payment shall be made against running bills once during the month. Pre-receipted bill to be submitted by the contractor in duplicate to the concerning **Executive Engineer, Electricity Workshop Division**. In no case, payment will be made by letter of credit.
23. **PENALTY:** Penalty for delay in completion of works shall be levied @0.5% per week subject to maximum of 10% value of in-completed portion of work.
24. Any damage or loss of, public property/Nigam's material shall have to be borne by the contractor.
25. **ARBITRATION/SETTLEMENT OF DISPUTE:** In case of any dispute arises in between the contractor and the Engineer of contract, the decision of Director Technical, P.V.V.N.L., will be final and binding on both.
26. **TERMINATION OF AGREEMENT:** The Engineer of the contract can terminate the agreement at any time by giving one months notice in the event of unsatisfactory performance of the contractor. This is however without prejudice to the offer and terms and conditions of the agreement.
27. Contractor will provide a supervisor : Diploma holder /ITI with 5 year experience for supervision of work, for keeping record of pre checking of transformer before dismantling, record of dismantled material & keeping record of repaired transformer job card, issue material and Testing of repaired transformer and keeping proper record in testing register and other relevant registers.
28. If contractor fails to provide supervisor, penalty shall be imposed by EE concerned as per the rule.
29. In case of requirement the work may be diverted to any workshop division under PVVNL.

**Signature of Tenderer
with Seal**

Short Term E-Tender No. 82/E. Workshop C./MRT/2023-24**SCOPE OF WORK:**

It is proposed to “**Repairing of Damaged Transformer of capacity 10 KVA To 250 KVA in the premises of Electricity Transformer Repair Workshop, Gajraula.** The scope of work includes handling and dragging of damaged distribution transformers, pre checking & testing of damaged transformer before dismantling & making proper record in register by engaging a technical person, cutting/opening top cover, plates, draining out of oil into drums/tank, dismantling of core and coil assembly, making of LV and HV leg coils, assembly of core and coil and fitting of the parts, shifting and keeping in oven, dragging of transformers tank, repairing of damaged T/F body/radiator, painting of inner side, taking out core and coils assembly from the oven welding tightening the top cover, punching and welding of plate and fill some information. All the material required for repairing of transformers shall be arranged by the Corporation except Paint & Sundry items like Gas cutter & regulators, Oxygen cylinder, LPG Cylinder, welding electrodes & cotton waste, Primer, Paint and brush & **Air compressor with spray gun, pipe shall be arranged by contractor for painting work etc.** which will be arranged by the contractor at their own cost. T&P like 'D-Spanner Set, Ring Spanner Set, Box Spanner Set, Pipe Wrench, outer caliper, inner caliper, hammers (or any other T&P required) etc. in sufficient quantities of different sizes is to be arranged by contractor itself for repairing of transformers at his own cost. The proposed work shall be carried out under the supervision of concerning **Executive Engineer, Electricity Workshop Division** or his authorized representative.

SPECIAL CONDITION AGAINST SHORT TERM TENDER No. 82/E.Workshop C./MRT/2023-24

These special Terms & conditions shall be read along with general condition of UPPCL forms A &B. In case of any contradiction these special conditions shall prevail.

1. Following works are to be carried out under the scope of this agreement/ specification:
 - i. Safe shifting of damaged transformers of capacity **10 KVA To 250 KVA** from stack yard to repairing hall of the workshop by dragging carefully & handling properly without any damage & loss to the transformer.
 - ii. The top cover plate shall be opened & the core assembly along with coils shall be removed from the transformer tank after of HT & LT connections, bushing rods & bushing, without causing any damage to leg coils and other associated parts of T/F. To drain out & collect the re-useable/ burnt transformer oil into empty drums/oil tank & proper stacking of these drums inside the store in the premises of
 - iii. Reconditioning LT leg Coils: The damaged LT leg coils shall be removed without any further damage to the remaining HT/LT leg coils as well as to the core. The LT coil strip shall be cleaned by removing old/heated DPC insulation shall be recoiled as per the original dimensions & similar to the other healthy LT coils of the same transformers in terms of I.D. O.D. window height and number of turns.
 - iv. Reconditioning of HT leg Coils: The damaged HT leg coils shall be removed carefully & fresh coils of original dimensions shall be wound with available healthy coils after putting proper inter layer insulation, shall be recoiled as per the original dimension and similar to the other healthy HT coils of the same transformer in terms of ID, OD Axial length & number of turns.
 - v. The complete core & coil assembly shall be shifted from assembly place to the heating chamber without any mechanical injury to the assembly.
 - vi. The tank of the T/F shall be shifted from repairing hall to the open yard & it shall be cleaned properly to remove old oil spots and dust/ rust to get a clean outer surface as well as inner side of Transformer tank.
 - vii. The tank as (vi) above shall be shifted to the repairing area. The core and coil assembly kept in chamber shall be taken out and tanked into the tank safely. Top cover plate of the

- T/F shall be fixed after proper locking of the assembly as per instructions of concerned JE/SDO with double nuts.
- viii. Filling of fresh / centrifuged/reclaimed transformer oil. Providing the T/F ready for test. Testing for all routine tests as per relevant ISS.
 - ix. After cleaning the inner and outer surface of T/F the same should be painted with zinc chromate primer paint and the outer surface of complete T/F shall be painted with two coats of grey/ pastel yellow paint of ISI mark. It will be ensured that the paint spots on the bushing shall be removed with the solvent and bushing shall be made free from paint spot, mark of identification for repairing unit shall be painted as per instructions of JE/SDO Workshop. All the material required for painting will be arranged by the contractor at their own cost.
 - x. Free electric power shall be provided by the Corporation to carry out above works inside the Workshop. All required materials for repair/ reconditioning of HT/LT coil and assembly transformers like insulated craft paper, press board, bakelite tube, strip, blocks, delta wire, bushings, bushing rods, oil seals, gaskets, washers, cotton tape, webbing tape, glue silted paper for covering of wires/ strips for repairing of transformer & other required material shall be provided by the Corporation to the contractor.
 - xi. Punching and welding of M.S. plate of 100x50x3 mm should be welded on the repaired transformer bearing following details clearly written on it. (1) Name of repairing unit (2) Date of energization of repaired T/F (3) Expiry date of guarantee period. The steel plate will be arranged by the Contractor.
2. Fully repaired transformer shall be guaranteed for satisfactory performance for the period of 15 months from the date of repair and 12 months from the date of energization whichever is earlier. Any fault occurs during the guarantee period, the same shall be repaired/rectified free of charge within one month from the date of receipt of T/F in Workshop. Guarantee may be decided by the estimation whether, it is fully repaired or partly repaired transformer.
 3. The contractor shall be given stock material by the P.V.V.N.L. representative for each job which will be acknowledged and arrange to submit detail utilization of material used on the work and balance return to store immediately after completion of each work.
 4. In case of any leakage from Radiator of T/F, The Contractor will make arrangement for Gas welding of Transformer Radiators with the help of Gas Welding and all other accosted accessories at his own cost.
 5. The contractor shall be entirely responsible for safe upkeep of the materials given to him till completion of work to the satisfaction of the P.V.V.N.L./UPPCL representative for final accounting. The material shall be kept within the premises of W/S safely decided by the supervising authority.
 6. The contractor shall be solely responsible for any accident to the persons working with/under him and shall have to pay due compensation in accordance with the prevailing rules/regulations of Govt. Contractor shall arrange to have group insurance for labours engaged by him and shall have to pay due compensation in accordance with the same. The Corporation will bear no responsibility for the compensation to his labour in case of any accident.
 7. No compensation for idle labours shall be admissible to the contractor on account of stopping of work due to non-availability of any material/ fund or any other force majeure conditions beyond the control of the Corporation. However, the contractor shall be given necessary extension in completion period accordingly.
 8. The quantity of each size of the transformer as given in the bill of quantity as annexed are tentative and estimated which may vary upto any extent either side without ceiling according to its availability at the time of execution of work but within the limit of the contract value.

9. All the machinery & testing equipments which are used in repairing of T/F like overhead crane, LT & HT covering machine, Filter machine, all testing equipments and other things which are available in W/S shall be provided to the contractor by the P.V.V.N.L.
10. All the technical works covered under this specification, shall be carried out by well trained workmen.

Signature of Tenderer
With Seal

FORM 'A'
GENERAL CONDITIONS FOR THE SUPPLY OF PLANT AND
THE EXECUTION OF WORKS IN CONNECTION WITH SCHEMES
IN PASCHIMANCHAL VIDYUT VITRAN NIGAM LTD.

1. In construing these general conditions and the annexed specification, the following works shall have the meaning herein assigned to them unless there is anything in the subject or consistent with such construction.

Definition
of terms

"The Purchaser" or the Corporation shall mean the P.V.V.N.L. and shall include his successors and assigns.

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

The **"Sub Contractor"** shall mean the person named in the contract for any part of the work or any person to whom any part of the Contract has been sublet with the consent in writing of the Engineer and the heirs, legal representatives, successors and assigns of such person.

The **"Engineer"** shall mean the officer placing the order for the work, with the contractor and such Engineer for the purpose of the contract case of such officer has been so appointed the purchaser or his duly authorized representative.

"Plant", "Equipment", "Material", "Works" or "Works" shall mean respectively the plant and materials to be provided and work or works to be done by the Contractor under the contract.

The **"Contract"** shall mean and include the general conditions, specifications, schedules, drawings, Forms or Tender covering Letter, Schedule of Prices, General Conditions, Specifications and drawings, and the Agreement to be entered into under clause 3 of these General Conditions.

"The Specification" shall mean the Specification annexed to these General Conditions and the schedules thereto (if any).

The **"Site"** shall mean the site of the proposed work as detailed in the Specifications or another place in Uttar Pradesh where work is to be executed under the Contract.

Test on Completion shall mean such tests as are prescribed by the Specification to be made by the contract before the plant is taken over by the purchaser.

"Commercial Use" shall mean that use of work which the contract contemplates or of which it is commercially capable.

“Month” shall mean calendar month.

“Writing” shall include any manuscript, typewritten or period statement under or over signature or shall as the case may be.

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

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

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

Contractor to
inform
himself fully

3. A formal agreement shall if required by the Purchaser, be entered into between the Purchaser and the Contractor for the proper fulfillment of the Contract.

Contract

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

The Charge in respect of vetting and execution of the contract document shall be borne by the Contractor. The Contractor shall be furnished with an executed stamped counter-part of the Agreement. The import license fee will in each case have to be paid by the Contractor. Import license may have to be taken in the Corporation's name.

After the tender has been accepted by the Purchaser, all order or instructions to the Contractor shall except as in otherwise provided, be given by the Engineer on behalf of the Purchaser.

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

Contract
Drawings

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

Within a reasonable period of the notification by the Engineer to the Contractor of his approval such drawing, three sets in ink on tracing cloth or ferrogalic prints mounted on cloth of the drawings as approval shall be supplied to him by the Contractor and be signed by him and by

the Contractor respectively and thereafter deemed to be the "Contractor Drawings".

These drawings when signed shall become the property of the Purchaser and be deposited with the engineer, and shall not be departed from in any way what so ever except by the written permission of the Engineer as herein after provided. During the execution of the works one of the set of drawings shall be available for reference on the site.

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

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

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

5. The Contractor shall be responsible for and shall pay for any alterations of the work due to any discrepancies errors and omission in the drawings or other particulars supplied by him whether such discrepancies, errors or omission are due to inaccurate information particulars furnished to the Contractor by the Engineer, any alterations in the work necessitated by reason of such inaccurate information or particular shall be paid for by the Purchaser.

Mistake in Drawings

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

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

Subletting of Contract

7. In the event of any claim or demand being made or action being brought against the Purchaser for infringement or alleged infringement or letters-patent in respect of any machine plant, work or thing used or supplied by the Contractor under this contract or in respect of any method of using or working by the Purchaser or such machine plant work or thing the Contractor will indemnify the Purchaser against such claim or demand and all costs and expenses arising from or incurred by reasons of such claims or demand **PROVIDED THAT** the purchaser shall notify that Contractor immediately any claim is made and that the

Patent rights

Contractor shall be at liberty if he so desires with the assistance of the Purchaser if required but at the Contractor's own expenses, to conduct all negotiations for the settlement of the same or any litigation that may arise there from and **PROVIDED THAT** no such machine, plant, work or thing shall be used by Purchaser for any purpose or in any manner other than that for which they have been supplied by the Contractor and specified under this Contract.

7.(A) The Contractor shall train at his worksEngineer/Engineers of the Purchaser in the manufacture and assembly of machinery and its parts for a period ofA separate agreement for such training shall be signed by the Engineer/Engineers selected for training the Purchaser and the Contractor on the form appended hereto.

**Training of
Engineers**

8. The Plant shall be manufactured and constructed in the best and most substantial and most workmen like manner and with material of the best or of approved qualities for their respective uses.

**Quality of
Material**

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

Packing

10. The cost of delivering the whole of the material F.O.R at the railway station specified or on the site as the specification may define and the cost of the packing and unless otherwise agreed, import duties and customs dues shall be borne by the Contractor.

Delivery

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

**Fencing and
lighting for
works and
transmission
lines**

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

**For
transmission
lines**

If during the period of erection of a plant the Contractor or his workman or servant shall injure or destroy any part of a building or other structure contiguous to the work in progress or if any damage shall be caused from any cause what so ever to other works (whether in progress or completed) forming part of the work for which the plant is being installed or if any imperfections become apparent in these works the causes of which imperfections are attributable to the Contractor or his workmen or servant, the Contractor shall make good such damages and imperfection and if he fails to do so within a reasonable time the Purchaser may cause the same to be made good and may deduct the cost thereof from any sum that may then or at any time thereafter

become due to the Contractor or from his security deposit or the proceeds of sale thereof or of a sufficient portion thereof or may recover it otherwise .

12. No alterations, amendments, omission, additions, suspensions of variations of the work (hereinafter referred to as "Variation") under the Contract as shown by the drawings of the specification shall be made by the Contractor except as directed in writing by the Engineer, but the Engineer shall have full power, subject to the provision hereinafter contained, from time to time during the execution of the Contract by notice in writing to instruct Contractor to make such variation without prejudice to Contract, and the Contractor shall carry out the such instructions and be bound by the same conditions as for as applicable, as through the said variation occurred in the specification. If any suggested variations would in the opinion of the Contractor, if carried out prevent him from fulfilling any of his obligations or guarantees under the Contract he shall notify the Engineer thereof in writing and the Engineer shall decide forthwith whether or not the same shall be carried out and if the Engineer confirms his instruction the Contractor's obligations and guarantees shall be modified to such an extent as may be justified. The difference of cost, if any occasioned by any such variations, shall be added or deducted from Contract price as the case may require. The amount of such rates specified in the Schedule of Prices, so far as the, same may be applicable and where the rates are not contained in the said Schedules or are not applicable they shall be settled by the Engineer and Contractor, jointly, as far as possible, before such variations are carried out. Provide that the Purchaser shall not become liable for the payment of any charge in respect of any such variations, unless the instruction for the performance of the same shall have been given in writing by the Engineer.

Power of
vary or
omit work

In the event of the Engineer requiring any variations, such reasonable proper notice shall be given to the Contractor as will enable him make his arrangement accordingly, and in case where goods or materials have already been prepared or any designs, drawings or patterns have been made or work done that require to be altered, the Engineer shall allow such compensation in respect there of as he shall consider reasonable.

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

In every case in which the Contractor shall receive instructions from the Engineer carrying out any work which either then or later will in the opinion of the Contractor, involve a claim for additional payment, the Contractor shall, as soon as reasonably possible after the receipt of such instructions inform the Engineer of such claim for additional payment.

13. If the Contractor shall neglect to execute the work, with due diligence and expedition, or shall refuse or neglect to comply with any reasonable orders given him in writing by the Engineer in connection with work or shall contravene any provision of Contract the Purchaser may give seven days notice in writing to the Contractor, to make good the failure neglect or contravention complained of and if the Contractor shall fail to comply with the notice within a reasonable time from the date of service thereof in the case of a failure, neglect or contravention capable of being made good within that time, then and in such case the Purchaser shall be at liberty to employ other workmen and forthwith perform such work as the Contractor may have neglected to do, or if the Purchaser shall think fit, it shall be lawful for him to take the work wholly, or in part of the Contractor's hands and give it to another person on contract at a reasonable price or provided any other materials, tools tackles or Labour for the purpose of completing the work or any part thereof, and in that event the Purchaser shall, without being responsible to the Contractor for fair wear and tear of the same have free use of all the material, tools or other things which may be on the site for use at any time in connection with the work to the exclusion of any right of the Contractor over the same, and the Purchaser shall be entitled to retain and apply any balance which may be otherwise due on the Contract by him to the Contractor such part thereof as may necessary to the payment of the cost of execution such work as aforesaid.

Negligence

If the cost of executing the work as aforesaid shall exceed the balance due to the Contractor, and the Contractor fails to make good the deficiency by Purchaser may recover it from the Contractor in any lawful manner or the Purchaser may sell the said materials, tools tackle or other things belonging to the Contractor, and the proceeds of such sale shall be applied towards the payment of such deficiency and the costs of and incidental to such sale and any balance remaining after crediting the same shall be paid to the Contractor on the certificate of the Engineer, provided that when all expenses cost and charges incurred in the completion of the work are paid by the Contractor all such materials tools, tackle or other things remaining unsold shall be removed by the Contractor.

14. If the contractor shall die or commit any act of bankruptcy, or being a corporation commence to be wound up except for reconstruction purposes or carry on its business under a Receiver, the executors, successors or other representative in law of the estate of the Contractor or any such Receiver, Liquidator, or any person in whom, the Contract may become vested shall forthwith give notice thereof in writing to the Purchaser and shall for one month which he shall take all reasonable steps to prevent a stoppage of the work have the option of carrying out the Contract subject to his or their providing such guarantees may be required by the Purchaser but not exceeding the value of the work for the time being remaining unexecuted. In the event of stoppage of the work period of the option under this clause shall be fourteen days only provided that should the above option not be exercised the Contractor may be determined by the Purchaser by notice in writing to the Contractor and the Purchaser may exercise the same power which he could have under the proceeding clause if the work had been taken out of Contractor's hand under that clause.

Death,
Bankruptcy,
etc

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

Inspection

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

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

**Test on
contractor's
premises**

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

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

Test on site

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

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

**Delivery
of plant**

16. No plant shall be forwarded until shipping instruction shall have been given to the Contractor.

**Access to
site and
work on site**

Notification of delivery or dispatch in regard to each and every consignment shall be made to the purchaser immediately after dispatch or delivery. The supplies shall further supply to the consignee a priced invoice and packing account of all stores delivered or dispatched by him. All packages containers, bundles and lots, materials forming part of each and every consignment shall be described fully in the packing account and full details of the contents of packages and quantity of materials shall be given to enable the consignee to check the stores on arrival at destination.

17. The suitable access to and possession of the site shall be offered to the Contractor by the Purchaser in reasonable time and the Purchaser shall have any foundations to be provided by him ready when required by the Contractor. Where crane is available for free use of the Contractor until the plant is taken over.

**Only
applicable
to complete**

The work so far as it is carried out on the Purchaser's premises, shall be carried out at such time as Purchaser may approve and so as not to enter unnecessarily with the conduct of the purchaser's business, but, the Purchaser shall give the Contractor all reasonable facilities of carrying out the work.

No person other than Contractor, Sub-Contractor, and workmen and the Contractor's duly authorized agent shall except with the special permission in writing of the Engineer or his representative, be allowed to do any work on the site in connection with the erection of the work but access to the work shall at all times be according to the engineer and his representatives and other authorized officials or representatives of the Purchaser.

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

**Engineer's
Supervision
Erection
contract**

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

18. All the work shall be carried out under the direction and to the reasonable satisfaction of the engineer, If supervision of the erection for complete erection is included in the Contractor the Contractor shall be responsible for the correctness of the positions, levels and dimensions of the work according to the drawings, notwithstanding that he may have been assisted by the Engineer in sitting out the same.

**Engineer's
decision**

19. In respect of all matters which are left to the decision of the Engineer, including the granting or withholding of certificate, the Engineer shall if required to do so by the Contractor, given in writing a decision thereof and his reasons for such decision. If the decision is not accepted by the Contractor the matter will, at the request of the Contractor, be referred to arbitration under the provision for arbitration herein after contained but subject to this right of reference to arbitration such decision shall be final and binding on the Contractor.

**Contractor's
Representative
and workmen**

20. If the supervision of erection or complete erection is also included in the Contract the Contractor shall employ at least one competent representative and whose name or names shall have previously been communicated in writing to the Engineer by the Contractor to superintend the erection of the plant and the carrying out of the works. The said representatives, or if more than one shall be employed then one of such representatives, shall be present on the site during working hours, and any written orders or instructions which the Engineer or his duly representative whose name shall have been previously communicated in writing to the contractor may give to the said representative of the Contractor shall be deemed to have been given to the Contractor.

The Engineer shall be at liberty to object to any representative or person employed by the Contractor in the execution of or otherwise about the works who in his opinion misconduct himself or be in competent or negligent and the Contractor shall remove the person so objected to upon receipt from the Engineer of notice in writing requiring him to do so and shall provide in his place a competent representative at the Contractor's expense.

**Liability for
accidents
and damage**

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

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

Until the plant is taken over is deemed to have been taken over as aforesaid, the Contractor shall also be liable for and shall indemnify the purchaser in respect of all injury to person or damage to property resulting from the negligence, of the contractor or his workmen or Sub-Contractors or from defective designs, or work, but not from other cause.

Provided that the Contractor shall not be liable for any loss of profit or loss of Contract or any other claim made against the Purchaser not already provided for in the Contract, not for any injury or damage caused by or arising from the acts of the Purchaser or of any other person or due to circumstances over which the Contractor has no control or shall his total liability for loss, damage or injury in this Clause exceed the total value of Contract.

The Contractor will indemnify and save harmless the Purchaser against all actions suits, claims demands costs or expenses arising in connection with injuries (other than such as may attributable to the Purchaser or his employees) suffered period to the date when the plant

**Only
Applicable
To Complete
Erection
contract**

shall have been taken over under clause 35 hereof by persons employed by Contractor or his Sub-Contractor on the work, whether at common Law or under the Workmen's Compensation Act, 1923 or any other statute in force at the date of contract relating to the question of the liability of employers for injuries suffered by employees, and will if called upon to do so take out the necessary policy of insurance to cover such indemnity.

In the event of any claim being made, or action brought-against the Purchaser involving the Contractor and arising out of the matters referred to and in respect of which the Contractor is liable under this clause, the Contractor shall be immediately notified thereof and he shall with assistance, if he so requires, of the Purchaser but at the sole expense of the Contractor conduct all negotiations for the settlement of the same or any litigation that may arise thereof. In such case, the Purchaser shall at the request and expense of the Contractor afford all reason and available assistance for any such purpose.

Insurance

22. The Contractor shall insure the plant and shall keep it insured against loss by theft, destruction or damage by fire, flood under exposure to the weather, or through riot civil commotion war or rebellion for the full value of the plant from the time of delivery if f.o.b. British Port until the plant is taken over under clause 35. This insurance shall also cover loss by theft on site in the case of Contracts where the Contractor, is responsible for complete erection, but not in other cases.

**Replacement
of defective
work or
materials**

23. If during the progress of the work the Engineer shall decide and notify in writing to the contractor that the contractor has executed any unsound or imperfect work or has supplied any plant inferior in quality to the specified the Contractor on receiving details of such defects or deficiency shall, at his own expense, within such time as may be reasonably necessary for making it good proceed to alter, reconstruct or remove such work, or supply fresh materials up to the standard of the Specification and in case the Contractor shall fail so to do the Purchaser may, on giving the Contractor seven days notice in writing of his intending so to do, proceed to remove the work complained of and, at the cost of the Contractor, perform all such work or supply all such material provided that nothing in this clause shall be deemed to deprive the Purchaser of or affect any, right under the Contract, which he may otherwise have in respect of such defects or deficiencies.

**Deductions
from
Contract
price**

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

**Terms of
Payment**

Any sum of money due and payable, to the contractor (including security deposit returnable to him) under this contract may be appropriated by the-Purchaser and set off against any claim of the Purchaser for the payment of a sum of money arising out of or, under any other contract made by the Contractor with Purchaser.

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

(a) Eighty percent of the for Contract value of the plant in rupee on receipt by the purchaser of the Contractor's invoice giving the number and date of railway receipt covering the dispatch of the plant from Indian Port and of the advice note giving case number and contents together with a certificate by the effect that the plant detailed in the said advice note has actually been dispatched under the said railway and that the contract value of the said plant so dispatched is not less than the amount entered in the invoice.

(b) Ten percent of the f. o. r. Contract value o f the plant on satisfactory completion of test and taking over of the plant.

(c) Ten percent of the f. o. r. Contract value of the plant at the end of twelve month from the date of taking over.

(d) For the erection of the plant in proportion of the progress of the Work on the receipt by the Purchaser of monthly invoice submitted by the Contractor supported by the certification of the Engineer.

(2) If the time at which either of the installments due under subclasses (b) and (c) of clauses (1) hereof become payable there are minor defects in the plant which are not of such importance as to affect the full commercial use of the plant, then the Purchaser shall be entitled to retain only such part to the installment then due as represents the cost of making good such minor defects and any sum so retained shall subject of provisions of clause 36 become due upon such minor defects being made good.

(3) If the Purchaser desires that the plant or any portion thereof should not be dispatched by the Contractor when it is for dispatch by the Contractor shall store such plant or portion at his works and be responsible for risk. For such storage the purchaser shall pay to the Contractor at a rate to mutually agreed upon between the parties but not exceeding 5S(five shilling per ton per week), payable quarterly plus interest at one percent per annum above the current rate of the State Bank of India on 80 percent of the Contract value of the plant or portion thereof so stored for the period from the date on which the said plant or portion become due and is ready for shipment upto the date on which it is, actually shipped.

**Provisional
sums**

25 (A) In the of the supplier contractor/company/not being able to supply tile materials or to carry out works in accordance with the terms of this contract the Government/Purchaser/Owner shall have the right to recover any sums advance in accordance with the clause 25 from the supplier/contractor/company and from his/her assets.

26. In any case where the Contractor price includes a provisional sum Sums to be provided by the Contractor for meeting the expense of

**Certificate
of Engineer**

extra work to be done or material to be supplied by a Sub Contractor, such sum shall be expended or used either wholly or in part or be not used at the discretion of the Engineer and entirely as he may decide and direct. If no part or only a part thereof be used then the whole or the part not used as the clause may be, shall be deduction from the Contractor price. If the sum used is more than such provision, the Contractor shall pay the excess. In the case of materials supplied on work done by a Sub Contractor, the total of the net sums paid to the Subcontractors on account of such materials or work and a sum equal to 10 percent of such net sum allowed as Contractor's profit shall be deemed to be the sum used. Note of the works or articles to which such sum of money refer shall be done or purchased without the written order of the Engineer. The Contractor shall allow the Sub Contractor every facility for the supply of fourteen days after the Engineer has requested him in writing so to do pay the dues of such Sub-Contractors on account of such materials or work, PROVIDED ALWAYS that the Contractor shall have no responsibility with regard to such work or articles unless he shall have previously approved the Sub Contractor and/ or the material or plant to be supplied.

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

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

28. Payment shall be due payable by the Purchaser in accordance with the provision of clause 25 hereto at the end of the month following that in which invoice for the amounts due together with necessary documents are received by the Purchaser, provided that the Purchaser shall not be bound to make any payment at least 8 percent of the total contract value of the plant.

29. (1) No certificate of the engineer on account not any sum paid on account by the purchase, no any action of time granted under clause 31 shall effect or prejudice the rights of the Purchaser against the Contractor either under this Agreement or under the law to relieve the Contractor of his obligations for the due performance of the contract, or be interpreted as approved of the work done or the materials supplied.

(2) No certificate of the Engineer shall create liability in the Purchaser to pay for alteration, amendments, variations or additions work not ordered in writing by the Engineer or absolve the Contractor of his liability for the payment of damages whether due ascertained or certified or not of any sum against the payment of which he is bound of to indemnify the Purchaser nor shall any such certificate not the acceptance by him of any sum paid on account or otherwise affect or

**Due Date
of Payment**

**Certificates
not to effect
rights of the
purchaser
or contractor**

**Suspension
of Works**

prejudice the rights of the Contractor against the Purchaser under this Agreements or under the law.

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

**Damage for
Delay in
Erection
contract**

31. The time given to the Contractor for dispatch, delivery, erection of Works or completion, as the case may be, shall be reckoned from the date of receipt by the Contractor or the order, together with all necessary information and drawings to enable in work to be put in hand.

In all cases in which progress shall be delayed by strike, fire, accident, defective materials, delay in approval of drawing or clause whatsoever beyond the reasonable Control of the Contractor and whether such delay or impediment shall occur before or after the time or extended time for dispatch, erection or completion, a reasonable extension of time shall be granted.

32. If the Contractor shall fail in the due performance of his Contract within the time fixed by the Contract or any extension, thereof the Contractor agrees to accept a reduction of the Contract price by $\frac{1}{2}$ (half) percent per week reckoned on the Contract value of such portion only of the plant as can not in consequence of the delay be used commercially and efficiently during each week between the appointed or extended times as the case may be and the actual time of the acceptance under, clause 35, and reduction shall be in full satisfaction of the Contractor's liability for delay, but shall not in any case exceed 10(ten) percent of the Contract value of such portion of the plant.

33. Whenever possible all tests shall be carried out before shipment. Test should however it be necessary for the final as to performance and Completion guarantees to be held over until plant is erected at site they shall be carried out in the presence of the Contractor's representative within one month of the completion of erection. If the result of these tests shall not come within the margin specified, the tests shall, if required be repeated within one month from the date the plant is ready for re-test, and the Contractor shall repay to the Purchaser fill reasonable expenses to which he may be put by such tests.

34. If the completed plant or any portion thereof, before it is taken over under clause 35, be found to be defective, or fail to fulfill the requirements to the Contract, the Engineer shall give the contractor notice setting forth particulars of such defects or failure, and the Contractor shall forth-with-make the defect good, or alter the same to make it, comply, with the requirements of Contractor fail to do so with a reasonable time , the Purchaser may reject and replace, at the Cost of the contractor, the whole or any portion of the plant, as the case may be which is defective or fails to fulfill the requirements of the Contract such

**Rejection of
Defective
Plant/Taking
Over Erection
contract**

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

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

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

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

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

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

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

Maintenance

36. For a period of 12(twelve) calendar months commencing from the date on which the plant is taken, over is deemed to have been taken over under clause 25(called "the maintenance period") the Contractor

shall remain liable to replace any defective parts that may develop in Plant of his own manufacture or those of his Sub-Contractor approved in the clause 6 under the conditions provided for by the Contract under proper use and arising solely from faulty design, materials or workmanship provided always that such defective parts are not repairable at site and are not essential in the meantime to the maintenance in commercial use in the plant are promptly returned to the Contractor's work at the expenses of the Contractor unless otherwise arranged. If it becomes necessary for the Contractor to replace or renew any defective parts of the plant under this clause, the provisions of the first paragraph of this clause shall apply the parts of the plant so replaced or renew until the expiration of six months from the date of such replacement or renewal or until the end of the above mentioned period of twelve months which ever may in be the later. If any defects be not remedied within a reasonable time the Purchaser may proceed to do the work at the Contractor's risk and expense but without prejudice to other rights which the Purchaser may have against the Contractor in respect of such defects. The repaired and new parts will be delivered in accordance with clause 10. The Contractor shall bear reasonable cost of minor repairs carried out on his behalf at site. At the end of maintenance period the Contractor's liability has cease in respect of goods not covered by the first paragraph of this clause the Purchaser shall be entitled to the benefit of any guarantee given to the Contractor by the original supplier or manufacture of such goods.

37. The Purchaser shall throughout the continuance of the Contract and in respect of all matters arising in the performance thereof, serve all notices and obtain all consent, way leaves approvals and permission required in connection with the regulations and by laws of any local or authority which shall be applicable to the works. All work shall be executed in accordance with the Indian Electricity Rules, 1956 and any statutory modification thereof, wherever are applicable, under otherwise agreed to in writing to the Engineer.

Regulations
of Local
Authorities
Erection
contract

38. If any dispute, difference or controversy shall at any time arise between the Contractor on the one hand and the P.V.V.NL. and the *Engineer of the Contract on the other hand Contract, or as the true construction, meaning and intent of any part or condition of the same or as to manner of execution or as to the quality or description of or the payment for the same, or as to the true intent, meaning, interpretation construction or effect of the clause of the contract specification or drawing or any of them or as to anything to be, done committed or suffered in pursuance of the contract or specification, or as in the mode of carrying the contract into effect or as to the breach or alleged breach or as to obviating or compensation for the commission any of such breach or as to any other matter or thing whatsoever connected with or arising out of the contract, and whether before or during the progress or after the completion of the contract such question, difference or dispute shall be referred for adjudication to the M.D., P.V.V.N.L. or any other person nominated by him on this behalf and his decision on writing shall be final binding and conclusive. This submission shall be deemed to be a submission to arbitration modification thereof. The arbitrator may from*

Arbitration

time to time with consent of the parties, enlarge the time for making and publishing the award.

Upon every or any such reference, the costs of an incidental to the reference and award respectively shall be at the discretion of the arbitrator, who shall be competent to determine the amount thereof or direct the same to be taxed as between solicitor and client or as between party and party and to direct by whom in what manner the same shall be borne and paid.

Work under the contractor shall, if reasonable, continue during the arbitration proceedings and no payment due or payable by the corporation shall be withheld on account of such proceeding. In case of refusal/neglect by such nominee M.D., P.V.V.N.L. may nominate another person in his place.

38 (A) Any action taken or proceedings initiated on any of the terms of this agreement shall be only in the court of competent jurisdiction under the high court of judicature at Allahabad. Work under the contract shall, if reasonable possible, continue during the Arbitration proceeding, and no payment due or payable by the Purchaser shall be withheld on account of such proceedings.

Court of
Competent
Jurisdiction
Erection
contract

39. The Contract shall in all respects be constructed and operated as a Construction Contract as defined in the Indian Contract Act, 1972, and all the payments of Contracts there under shall be made in rupees unless otherwise specified.

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

FORM OF AGREEMENT (Referred to in clause 3)

THIS Agreement made the.....
day of20between (hereinafter referred to as the
"Contractor") of the one part and the P.V.V.N.L.....(hereinafter
called the purchaser) of the other part.

WHEREAS the Purchaser is about to erect and maintain the
..... (herein after called the "WORK") mentioned
enumerated or referred to in certain general conditions specification, schedules,
drawings, form of tender covering letter and schedule of prices which for the purpose of
identification have been signed byon behalf of
.....(the Contractor) and(the Engineer
of the Purchaser) on behalf on the Purchaser and all of which are deemed to form part
of this Contract as through separately set out herein and are included in the expression
"Contract" whenever herein used.

AND WHEREAS the purchaser has accepted the tenderContractor
for the provision and execution of the said work for the sum
of.....upon the terms and subject to the conditions herein after
mentioned **NOW THESE PRESENT WITNESS** and the parties hereto hereby agree
and declared as follows; that is to say , in consideration of the payments to be made to
the Contractor by the Purchaser as herein after mentioned the Contractor shall duly
provide the plant for the said works and shall do perform all other works and things in
the Contract mentioned or described or which are employed there from or therein
respectively or may be reasonably necessary for the completion of the said works
within and at the times and in the manner and subject to the terms conditions and
stipulation mentioned in the said Contract.

AND

In consideration of the due provision, erection, execution, construction and completion of the said works and the maintenance thereof as aforesaid the Purchaser will pay to the Contractor the said sum ofor such other sums as may become payable to the Contractor under the provision of this Contract such payment to be made at such time and in such manner as is provided by the Contract.

IN WITNESS WHEREOF the parties hereto have signed this deed hereunder on the dates respectively mentioned against the signature of each:

Signed

Signed

(for and on behalf of the Purchaser)

(date)

(Contractor)

in the presence of (date)

by in the presence of

and of

and of

FORM OF AGREEMENT (Referred into clause 7-A)

THIS AGREEMENT made theday of
BETWEEN.....son Ofresident of
.....District(herein after called
“Engineer” of the first part AND the Paschimanchal Vidyut Vitran Nigam Ltd, India
(herein after called the Nigam, of the second part and the
.....company/firm (herein after called the Company)” of the third part.

WHEREAS the PVVNL herein after called “Nigam”) have selected Engineer for practical training and the Company/Firm have agreed to give the said practical training to the Engineer on the conditions herein after appearing.

NOW THIS INDENTURE WITNESS as – follows

- 1 The Engineer binds himself to receive practical training on*.....for a term of at least*.....with the Company/Firm.
- 2 The Engineer consents with the Nigam and the Company/Firm as follows: -
 - (a) That his passage to.....and back on completion of his period of training will be paid by the Nigam admissible to *.....class of Government servants subject to the conditions specified below.
 - (b) That he will during the said terms receive from the Nigam on remuneration but the salary he has been receiving before proceeding on deputation and such allowances, if any, as the Nigam may decide.
 - (c) That he shall, during the period of deputation with the Company/Firm be under the direct control of the Company/Firm and will abide by their rules.
 - (d) That he shall keep diaries of work done and experience gained by him and will submit them periodically to the PVVNL for information.
 - (e) That he shall not absent himself without sanction of Company/Firm for any cause whatsoever.
 - (f) That in case of disobedience, insubordination, unsatisfactory work or breach of any of the conditions herein contained, the Company/Firm may for reasons recorded in writing terminate the training of the Engineer with the concurrence of the Nigam. In case it does so without such concurrence it shall be liable to pay all expenses and charges incurred by the Nigam subsequent to such termination provided that the Nigam considers the ground on which the training was terminated to be insufficient. After the grounds have been considered to be

insufficient if the Company/Firm refuses to resume the Engineer's training it shall further be liable to pay the passage to the Engineer back to India.

- (g) That he shall not hold the Nigam liable for damages or compensation for any injury suffered by him through an accident or by reason of any wrongful act neglect or default of the company/Firm or its servants or agent s or from any other cause with employed as such Engineer.
- (h) That in the event of the period of training being terminated for the reasons specified in clause (i), the Engineer shall forfeit his claim to the return passage which will be granted only on satisfactory completion of the period of training in question.

IN WITNESS WHEREOF the parties hereto have hemi ate set their hands the day and year first above written.

Signed by

Signed by

.....

.....

(.....)*

(.....)*

.....**

&

.....*

(Engineer)

(.....)*

of the Nigam and the

in the presence of on behalf
Company/Firm in the presence of

1.....

1.....

(.....)*

(.....)*

.....**

.....**

2.....

2.....

(.....)*

(.....)*

.....

.....

-
- Nature of training.
 - Period
 - Class of Government Servant
 - Name in Capital Letters
 - Complete Postal address of Person Signed.