

**PASHCHIMANCHAL VIDYUT VITRAN NIGAM LTD.**

**पश्चिमांचल विद्युत वितरण निगम लि.**



**Tender Specification no. PVVNL/Meerut/IT/UPS-AMC/04/24-25**

**Work of Comprehensive Annual Maintenance of 02 nos. 200 KVA (Extendable upto 250 KVA) UPS installed at DR Center at Sector-58, Noida.**

कार्यालय  
अधीक्षण अभियन्ता (आईटी)  
कृते प्रबन्ध निदेशक

Website: [www.pvvn.org](http://www.pvvn.org)

Date of opening: 25.07.2024

Email ID: [se.it@pvvn.org](mailto:se.it@pvvn.org)

Last date and time of submission: 24.07.2024 (17:00 Hrs)

Price Rs.: 3540.00  
(Including GST) (Non-refundable)

# **CONTENTS**

1-Cover Page

2-Contents

3- Press Note

4-Tender information for Web Site

5-Instructions to Tenderers

6-Schedules A to Q

7-General Requirement of Specification

8-General Conditions of Supply Form A

9- CORRIGENDA AMMENDED A to FORM-Q

10-Form of Bank Guarantee (B.G) for 10% Performance Security

11- Proforma of self-declaration –blacklisting/debarring action/litigation

12-Form of the bank guarantee for earnest money

13-General & specific requirements including pre-qualification, special conditions

14-Scope of work

**Tender specification PVVNL/Meerut/IT/UPS-AMC/04/24-25**

**Sealed tenders are invited, through e-tendering, from eligible bidders for Work of Comprehensive Annual Maintenance of 02 nos. 200 KVA (Extendable upto 250 KVA) UPS installed at DR Center at Sector-58, Noida**

**The Bid document (RFP) is available online on [www.etender.up.nic.in](http://www.etender.up.nic.in) and [www.pvvnl.org](http://www.pvvnl.org) as per particulars indicated below. Any changes in the Bid Schedule, corrigendum etc. Shall also be notified via PVVNL's official website and etender website. Prospective bidders are therefore requested to regularly check the website for any updates.**

Particulars	Date and Time
Work Description	Work of Comprehensive Annual Maintenance of 02 nos. 200 KVA (Extendable upto 250 KVA) UPS installed at DR Center at Sector-58, Noida
Cost of Bid Document (Bid Fee)	<p>Rs.3000/-(Rupees Three Thousand only) + GST @18% (non-refundable only in the form RTGS/ NEFT) in Acc no 3493639431of SE Head Quarter, PVVNL, Meerut in Jail Chungi Meerut Branch of Central Bank of India having IFSC Code CBIN0282337.</p> <p>Interested bidders may also download the bid document from <a href="http://www.pvvnl.org">www.pvvnl.org</a>.</p> <p>Bidders receiving/downloading the Bid document must upload the Scanned Pay in slip/UTR as a proof of submitting tender fee on e-procurement portal of <a href="http://www.etender.up.nic.in">www.etender.up.nic.in</a> on or before last date and time of submission.</p>
Bid Security (EMD):	Rs. 19,500/-(Rupees Nineteen Thousand Five Hundred only) in the form RTGS/NEFT in Acc no 3493639431of SE Head Quarter PVVNL, Meerut in Jail Chungi Meerut Branch of Central Bank of India having IFSC Code CBIN0282337.
Pre-bid Queries or clarifications of doubts (Through E-mail on <a href="mailto:se.it@pvvnl.org">se.it@pvvnl.org</a> and <a href="mailto:itdiv.noida@pvvnl.org">itdiv.noida@pvvnl.org</a> )	16.07.2024 upto 17:00 Hrs.
End Date for Submission of Bid:	24.07.2024 , up to 17:00 Hrs.
Date of Opening of the Bid:	25.07.2024 , at or after 17:00 Hrs.

**Note: Bid shall be accepted thorough the e-tender portal. Tender issuing authority is not responsible for the delay/downloading of tender document by the recipient due to any problem in accessing the e-tender website. The tender issuing authority is also not responsible for delay in uploading bids due to any problem in the e-tender website. Cost of Bid Document (in the form of NEFT/RTGS) & Earnest Money Deposit (EMD (in the form of NEFT/RTGS). Further details are available at website: <https://etender.up.nic.in> and [www.pvvnl.org](http://www.pvvnl.org)**

**Discom reserves the right to reject any of all proposals or cancel the bid without assigning any reason thereof.**

## **INSTRUCTIONS TO BIDDERS**

### **1. Definition(s)**

In this bid document (including all the appendices), unless the context otherwise requires, the terms given below shall have the following meanings assigned to them:

- 1.1** "Addendum" shall mean any other document issued to the bidders in addition to the bid document by the DISCOM in the context of this bidding process.
- 1.2** "Agency / Service Provider/Contractor" shall mean the successful bidder who has received the Letter of Award and signed the agreement with the DISCOM to execute the Contract.
- 1.3** "Award of Contract" shall mean the issue of the Letter of Award/Letter of Intent.
- 1.4** "Bid/Tender" shall mean the proposal/document that the bidder submits in the requested and specified form as mentioned in bid documents.
- 1.5** "Bidder" shall mean the firm/party who quotes the offer against a tender or Expression of Interest.
- 1.6** "Bid documents" shall mean all the documents issued to the bidder to procure works/services materials.
- 1.7** "BG" shall mean Bank Guarantee.
- 1.8** "Business" shall mean electricity distribution and Revenue collection activities.
- 1.9** "Companies Act" shall mean The Companies Act, 1956 (as amended or replaced from time to time).
- 1.10** "Consumer" shall mean any person who is supplied with electricity for his own use by a licensee or the Government or by any other person engaged in the business of supplying electricity to the public under this Act or any other law for the time being in force and includes any person whose premises are for the time being connected for the purpose of receiving electricity with the works of a licensee, the Government or such other person, as the case may be;
- 1.11** "Contract" means the Contract Agreement entered into between the DISCOM and the Agency/servicer/Contractor, together with the Contract Documents referred to therein; all such documents shall constitute the Contract and the term Contract shall in all such documents be construed accordingly.
- 1.12** "Contract value" shall mean the Original contract value
- 1.13** "EMD" shall mean Earnest Money Deposit.
- 1.14** "Engineer In charge" shall be the officer under whose office the work stipulated in contract is executed.

- 1.15** "Instruction" shall mean any drawings and/or instruction in writing, details, directions and explanations issued by the DISCOM from time to time during the Contract Period.
- 1.16** "Month" shall mean calendar month.
- 1.17** "Notice in Writing" or "Written Notice" shall mean a notice, in written, typed or printed characters sent (unless delivered personally or otherwise proved to have been received) by registered post to the last known private or business address or registered office of the addresses or electronic media and shall be deemed to have been received when in ordinary course of post it would have been delivered.
- 1.18** "DISCOM" or "Service Recipient" or "Discom" shall mean PASHCHIMANCHAL VIDYUT VITRAN NIGAM LTD.
- 1.19** "Services" shall mean all the services which the successful bidder is required to provide under the scope of work to the DISCOM under the Contract.
- 1.20** "Successful bidder" shall mean the bidder who has received the letter of award/LOI from the DISCOM to execute the work as per specification/contact.
- 1.21** "Work Order or contract" means written order signed by the DISCOM after the successful bidder has acknowledged the LOA/LoI. This along with LOA, Specifications (RFP) document and the bidders' response to RFP shall constitute Part of the Contract.
- 1.22** "Work" shall mean services to be provided by the Agency under the, Work Order" or "Contract".

## **2. Availability of Bid documents**

- 2.1** The bid document will be uploaded on the DISCOM's website/E-portal of Government of Uttar Pradesh (GoUP) as mentioned in E-tender Notice, the same can be downloaded and submitted on E-portal along with desired EMD on due date as specified in E-tender notice as bid document. The tender fees shall have to be submitted along with submission of the bid.

## **3. Invitation of Bids**

- 3.1** The DISCOM is hereby inviting unconditional bids for AMC work as specified in the bid document through domestic competitive bidding (open bidding mode) from bidders fulfilling the criteria specified under **PRE-QUALIFYING CONDITIONS**

# **TENDER RELATED INSTRUCTIONS**

## **ARTICLE – 1: TENDERING INSTRUCTIONS**

### **1.1 GENERAL**

**1.1.1** Submission of Bids only through online process is mandatory for this Tender.

**1.1.2** For conducting Electronic Tendering, PVVNL is using the Portal of NIC, a Government of India Undertaking (<https://etender.up.nic.in>)

### **1.2 TENDER BIDDING METHODOLOGY**

Sealed Bid System: E tenders are invited in two parts (Part-I Technical Bid and Part-II Financial Bid). The bidding process shall be undertaken through Single-Stage Two-Envelope method through e-tendering. The tender information has been provided in relevant section of Bid documents.

#### **1.2.1 Broad outline of activities from bidders prospective**

- (i) Procure a Digital Signing Certificate (DSC)
- (ii) Register on NIC (<https://etender.up.nic.in>).
- (iii) Create Users and assign roles on NIC Portal.
- (iv) View Notice Inviting Tender (NIT) on NIC Portal.
- (v) Download Official Copy of Tender Documents from NIC Portal.
- (vi) Clarification to Tender Documents on NIC Portal
- (vii) Query to PVVNL (Optional)
- (viii) View response to queries posted by PVVNL, as addenda.
- (ix) Bid-Submission on NIC Portal.

#### **1.2.2 Digital certificates**

For integrity of data and its authenticity/ non-repudiation of electronic records, and be compliant with IT Act 2000, it is necessary for each user to have a Digital Certificate (DC). also referred to as Digital Signature Certificate (DSC), of Class 2 or above, issued by a Certifying Authority (CA) licensed by Controller of Certifying Authorities (CCA) [refer <http://www.cca.gov.in>]

#### **1.2.3 Registration**

- (i) To use the e-Tender Portal of NIC (<https://etender.up.nic.in>), bidder needs to register on the Portal (if not registered earlier). Registration of each organization is to be done by one of its senior persons who will be the main person coordinating for the e-tendering activities. In NIC PORTAL terminology, this person will be referred to as the Super User (SU) of that organization. For further details, please visit the website/Portal, and click on the ‘Supplier Organization’ link under ‘Registration’ (on the Home Page), and follow further instructions as given on the site.
- (ii) Pay Registration Fee and other charges (as applicable) on the NIC Portal.

#### **1.2.4 Bid related information for this tender (sealed bid)**

The entire bid-submission would be online on NIC Portal and upload the necessary scanned documents such as bid documents etc. Broad outline of submissions are as follows:

- (i) Submission of digitally signed copy of Tender Documents/ Addendum/addenda
- (ii) Two Parts of Bid
  - Technical Bid–Part I
  - Financial Bid-Part II
    - Bidders must ensure that all documents uploaded on e-tender Portal as files or zipped folders, contain valid files and are not corrupt or damaged due to any processing at bidder PC system like zipping etc.
    - It shall be the responsibility of bidder himself for proper extractability of uploaded zipped files. Any error/ virus creeping into files/folder from client end PC system cannot be monitored by e-tender software/ server and will be bidder's responsibility only.

### **ARTICLE – 2: COST OF BIDDING**

- (i) The Bidder shall bear all costs associated with the preparation and submission of the Bid and PVVNL will in no case be responsible for those costs, regardless of the conduct or outcome of the bidding process.
- (ii) The Bidder will have to remit Non-refundable Bid Processing Fees of Rs. 3,000+GST@ 18% and EMD fee of Rs. 19,500/- (Rupees Nineteen Thousand Five Hundred only) into official bank account of PVVNL, on or before the date & hours of submission of the bids.

### **ARTICLE – 3: BIDDING DOCUMENTS**

- Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or bid not substantially responsive to the bidding documents in all respect may result in the rejection of the Bid.

### **ARTICLE – 4: CLARIFICATION ON BIDDING DOCUMENTS**

#### **Clarification of Doubts or Prebid queries.**

For the purpose of clarification of doubts of the bidders on issues related to this RFP, the queries of the bidders should reach by e-mail in excel format to [itdiv.noida@pvvnl.org](mailto:itdiv.noida@pvvnl.org) and [se.it@pvvnl.org](mailto:se.it@pvvnl.org) on or before the 16.07.2024 till 17:00. It may be noted that no queries of any bidder shall be received or entertained after 16.07.2024. The clarifications/ reply of queries will be tried best to revert through above mentioned mails till 19.07.2024.

The queries on points / clauses in the RFP document are to be mailed in specific format only as per following format.

**Queries Related to RFP**

<p align="center"><b><u>Work of Comprehensive Annual Maintenance of 02 nos. 200 KVA (Extendable upto 250 KVA) UPS installed at DR Center at Sector-58, Noida.</u></b></p>					
BIDDERS NAME					
Sr no	Page #	Point / Section #	Main Section name	Clarification point as stated in tender document	Comment / Suggestions

The queries that are not on the points / clauses in the RFP document and are general in nature but related to the tender are to be mailed / submitted in specific format only as per following format.

**General queries Related to RFP**

	<p align="center"><b><u>Work of Comprehensive Annual Maintenance of 02 nos. 200 KVA (Extendable upto 250 KVA) UPS installed at DR Center at Sector-58, Noida.</u></b></p>	
BIDDERS NAME		
Sr. No.	General Query related to RFP	Comment / Suggestions

Queries submitted in any other format will not be entertained by the PVVNL and it will be sole decision/discretion of the PVVNL to include or not include the suggestions given by any bidder

**ARTICLE – 5: AMENDMENT OF BIDDING DOCUMENTS**

- (i) At any time prior to the deadline for submission of bids, PVVNL, for any reason, whether at its own initiative or in response to the clarifications requested by prospective bidders may modify the bidding documents by amendment.
- (ii) In order to allow prospective bidders reasonable time to take the amendment in to account in preparing their bids, PVVNL, at its discretion, may extend the deadline for the submission of bids.

**ARTICLE – 6: LANGUAGE OF BID**

- The Bid prepared by the Bidder, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and PVVNL shall be in English. Supporting documents and



printed literature furnished by the bidder may be in another language provided they are accompanied by an accurate translation of the relevant pages in English. For purposes of interpretation of the bid, the translation shall govern.

## **ARTICLE – 7: SECTIONS COMPRISING THE BIDS**

Digitally signed copies of all the required documents asked in the RFP must be uploaded on e-tender website.

### **7.1 BID SECURITY SECTION:**

Bid Processing Fees & EMD Details: The bid processing fee (non-refundable) & EMD (refundable) to be submitted online into official account of PVVNL up to the date of submission of bid.

### **7.2 ELIGIBILITY & TECHNICAL SECTION:**

In this section, Bid letter form and Clause-by-Clause Compliance Statement as per eligibility criteria, all the forms/format, documentary proof, Forms/format and compliance to Scope of Work.

### **7.3 PRICE BID SECTION:** As per bid form only.

- All the forms should be in the Prescribed Format Only.
- All forms/ Tables, duly filled-in with necessary proofs, as required and stated in the bid document & supporting documents for eligibility criteria should be uploaded.

### **7.4 ADMISSIBILITY:**

Only those bids for which the bidder has uploaded all required documents on the portal shall be considered eligible.

### **7.5 BID SUBMISSION**

The bidder along the bid has to submit the following: -

- ❖ Point wise Compliance of prequalifying with documentary evidence.
- ❖ Technical Bid: should include detailed proposed technical solution document along with unpriced BoQ of Devices and any other related items (if required in bid).
- ❖ Since this is an end-to-end offering, any item that may be required for successful implementation of the defined scope shall be deemed to be included in the submitted BoM even if not specifically mentioned therein at the time of bidding.
- ❖ Detailed implementation plan.
- ❖ Point wise compliance check list as per Pre-qualifying conditions/ requirements.
- ❖ Point wise compliance & documentation of functionality.
- ❖ Transitioning requirements if any.
- ❖ Explicit clarity in expectation of support required from existing/future SI whose solution is to upgraded/integrated.
- ❖ Detailed solution & project plan for secured migration of existing user repositories of PVVNL residing across multiple applications/platforms and carry existing repositories ahead seamlessly.

Bidders are advised to study this document carefully. Submission of RFP shall be deemed to have been done after careful study and examination of this document with full understanding of its implications. This document must be read in its entirety. Please verify that you have a complete copy.

## **ARTICLE – 8: BID FORMS**

- (i) Wherever a specific form is prescribed in the Bid document, the Bidder shall use the form to provide relevant information. If the form does not provide space for any required information, space at the end of the form or additional sheets shall be used to convey the said information. Failing to submit the information in the prescribed format, the bid is liable for rejection.
- (ii) For all other cases, the Bidder shall design a form to hold the required information.
- (iii) PVVNL shall not be bound by any printed conditions or provisions in the Bidder's Bid Forms.

## **ARTICLE – 9: FRAUDULENT & CORRUPT PRACTICE**

The Discom requires that the bidders observe the highest standard of ethics during the procurement and execution of the Contract(s).

In pursuance of this policy, the Discom defines. for the purposes of this provision the terms set forth below as follows:

- Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of an official/employee involved in the procurement process or in execution of the Contract.
- Fraudulent practice" means misinterpretation of facts or information in order to influence the procurement process or the execution of Contract to the detriment of the Discom, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Discom of the benefits of free and open competition.
- The Discom will reject a bid or cancel the Contract if already placed, if it determines that the bidder recommended for Award or on whom the Contract/Award has already been placed has engaged in corrupt or fraudulent practices in competing for the Contract/Award in question.
- The Discom may declare a bidder ineligible for issue of Contract/Award, either indefinitely or for a stated period of time, if it any time determines that the bidder has engaged in corrupt or fraudulent practices in competing for or in executing an earlier Contract of the Discom

## **ARTICLE – 10: LACK OF INFORMATION TO BIDDER**

- The Bidder shall be deemed to have carefully examined all RFP/ contract documents to his entire satisfaction. Any lack of information shall not in any way relieve the Bidder of his responsibility to fulfil his obligation under the RFP/ Contract.

## **ARTICLE – 11: CONTRACT OBLIGATIONS**

- If after the award of the contract the bidder does not sign the Agreement or fails to furnish the security deposit along with the inception report and working schedule as per the bid requirements & if the operation is not started within defined timelines as mentioned in the bid/ contract/ LOA/ LOI, PVVNL reserves the right to cancel the contract and apply all remedies available under the terms and conditions of this contract.

## **ARTICLE – 12: BID PRICE**

- (i) The price bid should indicate the prices only in the format prescribed in price Bill of Material.
- (ii) Prices quoted should be firm.
- (iii) Quoted prices shall be inclusive of all applicable taxes, except GST if applicable which shall be chargeable as per actual.
- (iv) Any effort by a bidder or bidder's agent / consultant or representative howsoever described to influence the PVVNL in any way concerning scrutiny /consideration /evaluation /comparison of the bid or decision concerning award of contract shall entail rejection of the bid.

## **ARTICLE – 13: QUANTUM OF WORK/ SERVICES**

- If needed PVVNL may increase/ reduce quantum of work/services not more than 50% of contract value with no limitation on quantity; with the consent of firm after successful execution of desired work by firm.

## **ARTICLE – 14: BID CURRENCY**

- The prices should be quoted in Indian Rupees. Payment for the said work or supply of equipment's as specified in the agreement shall be made in Indian Rupees only.

## **ARTICLE – 15: BID SECURITY / EARNEST MONEY DEPOSIT (EMD)**

The bidder will have to submit Non-refundable Bid Processing Fees of Rs. 3,000+GST@ 18% (non-refundable) & Earnest Money Deposit (EMD) of Rs. 19,500/-(Rupees Nineteen Thousand Five Hundred only) (Refundable) on or before date & hours of submission of bid only in the form RTGS/NEFT in Acc no 3493639431 of SE Head Quarter, PVVNL, Meerut in Jail Chungi Meerut Branch of Central Bank of India having IFSC Code CBIN0282337.

- Bid Security / EMD as mentioned above, shall be submitted in the form of RTGS/NEFT
- **Note:** Failing to Online submission of EMD and bid processing fees at PVVNL on or before given time may lead to the rejection of the bid.
- In case of non-receipt of Bid processing fees & EMD as mentioned above, your bid will be rejected by PVVNL as non-responsive.

- Unsuccessful bidder's E.M.D. will be returned as soon as possible after the request is raised from the bidder.
- The EMD may be forfeited at the discretion of PVVNL, on account of one or more of the following reasons:
  - a) If a Bidder withdraws their Bid during the period of Bid validity.
  - b) If Bidder does not respond to requests for clarification of their Bid
  - c) If Bidder fails to co-operate in the Bid evaluation process, and
  - d) In case of a successful Bidder, the said Bidder fails:
    - i. To sign the Agreement /Contract in time.
    - ii. To furnish Security Deposit as prescribed.
    - iii. If the bidder is found to be involved in fraudulent practices.

## **ARTICLE – 16: PERIOD OF VALIDITY OF BIDS**

- Bids shall remain valid for 180 days from the date of their submission. A Bid valid for a shorter period shall be rejected and considered as non-responsive.

## **ARTICLE – 17: BID DUE DATE**

- Bid must be submitted by bidder not later than the date specified in this document.
- The PVVNL may, as its discretion, extend the bid due date, in which case all rights and obligations of the PVVNL and the bidders, previously subject to the bid due date, shall thereafter be subject to the new bid due date as extended.

## **ARTICLE – 18: LATE BID**

- PVVNL shall not consider any Bid that arrives after the deadline for submission of Bid.

## **ARTICLE – 19: MODIFICATION AND WITHDRAWAL OF BID**

- ❖ The Bidder may modify or withdraw its bid before the due date of bid submission.
- ❖ No Bid may be modified subsequent to the deadline for submission of bids.
- ❖ No Bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of Bid validity specified by the Bidder on the bid letter form.
- ❖ Withdrawal of a Bid during this interval may result in the bidder's forfeiture of its Bid security.

## **ARTICLE – 20: OPENING OF BIDS BY PVVNL**

Bids will be opened on or after date and time mentioned in the RFP.

## **ARTICLE – 21: REJECTION OF BIDS**

PVVNL reserves the right to reject any or all bids: PVVNL reserves the right to reject any Bid, and to annul the bidding process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder(s) or any obligation to inform the affected Bidder(s) of the grounds for such decision.

## **ARTICLE – 22: EVALUATION OF BID:**

The Bid shall be evaluated in the following staged manner:

### **EMD and Bid fee and Techno-Commercial Bid (Part-I):**

- a) Verification of submission of Bid cost and EMD of prescribed amount.
- b) Compliance to bid document.
- c) Compliance of Eligibility Criteria & Technical Specifications of the Product / Solution Offered. (The bidder shall provide details in the bid).
- d) Experience in handling such projects (the bidder shall provide information in the BID).
- e) Only those bidders who fulfil the requirement of eligibility criteria will move to Part-II, financial bid opening and evaluation.
- f) **During course of evaluation, PVVNL may ask Bidder(s) for additional information, demonstration of the solution to verify claims made in Technical Bid documentation.**

### **Price Bid (Part-II):**

- a) Technically Qualified Bidders shall be qualified for opening of Price Bids.
  - b) The Price Bids shall be opened only for the technically qualified Bidders (Part 1).
  - c) The Quoted Price (inclusive of all taxes except GST) as per price bid format of all Qualifying Bidders shall be evaluated and consequently the bidder having lowest overall financial cost will be declared as L1 bidder. The L1 Bidder may be called for further negotiation, if required before finalization of award of contract.
- ❖ In comparing Tenders and in making awards, the Purchaser may consider such factors as compliance with specifications relative quality and adaptability of suppliers and services experience, record of integrity in dealing, ability to furnish repairs and maintenance services, the time of delivery, capability to perform and available facilities such as adequate shops, plant equipment, technical Organization etc.
  - ❖ The bid shall be evaluated on the basis of the lump sum price quoted for the complete scope of work covered in the package.
  - ❖ The Bidder shall necessarily quote all price components, in the relevant schedules of the bid. Bids for incomplete scope of work shall be rejected by the owner.
  - ❖ Any rebate/discount Linked with quantity, terms of payment, any other conditions shall not be considered for the purpose of evaluation and comparison of such offer vis-à-vis others. However, the same may be availed while placing orders with such successful Tenderers. Where slab rates are quoted, each slab will be treated as separate offer.
  - ❖ If the Tenderer fails to quote prices for any of the item(s)/component(s) as asked for or confirms its supply free of cost, the highest prices as quoted by other tenderer(s) for the same shall be added to arrive at F.O.R. destination computed prices of such tenderer for comparison purposes only.

## **ARTICLE – 23: AWARD OF CONTRACT**

- (i) Award Criteria: The Criteria for selection will be the lowest effective cost to PVVNL for the technically qualified bids from eligible bidders.
- (ii) In case, if lowest bidder does not accept the award of contract or is found to be involved in corrupt and/or fraudulent practices the next lowest bidder will be awarded the contract after price negotiation, if needed.
- (iii) The rates of the bid should remain valid for 180 days.
- (iv) The successful Tenderer, if required to do so, may have to enter into a contract agreement with the Purchaser as per Conditions mentioned in the tender document.
- (v) For signing the contract, a duly authorized representative of the successful Tenderer shall be intent, failing which it shall be considered that he is not interested in accepting the offer and actions as deemed fit shall be taken by purchaser without making any further correspondence with successful Tenderer.

## **ARTICLE – 24: FORCE MAJEURE**

- (i) Force Majeure shall mean any event or circumstances or combination of events or circumstances that materially and adversely affects, prevents or delays any Party in performance of its obligation in accordance with the terms of the Agreement, but only if and to the extent that such events and circumstances are not within the affected party's reasonable control, directly or indirectly, and effects of which could have prevented through Good Industry Practice or, in the case of construction activities through reasonable skill and care, including through the expenditure of reasonable sums of Money. Any events or circumstances meeting the description of the Force Majeure which have same effect upon the performance of any contractor shall constitute Force Majeure with respect to the Bidder. The Parties shall ensure compliance of the terms of the Agreement unless affected by the Force Majeure Events. The Bidder shall not be liable for forfeiture of its implementation / Security deposit, levy of Penalties, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Agreement is the result of Force Majeure.
- (ii) Force Majeure Events: The Force Majeure circumstances and events shall include the following events to the extent that such events or their consequences (it being understood that if a causing event is within the reasonable control of the affected party, the direct consequences shall also be deemed to be within such party's reasonable control) satisfy the definition as stated above.  
Without limitation to the generality of the foregoing, Force Majeure Event shall include following events and circumstances and their effects to the extent that they, or their effects, satisfy the above requirements:

- Natural events (“Natural Events”) to the extent they satisfy the foregoing requirements including:
  - a) Any material effect on the natural elements, including lightning, fire, earthquake, cyclone, flood, storm, tornado, or typhoon;
  - b) Explosion or chemical contamination (other than resulting from an act of war);
  - c) Epidemic such as plague;
  - d) Any event or circumstance of a nature analogous to any of the foregoing.
- Other Events (“Political Events”) to the extent that they satisfy the foregoing requirements including:
  - (iii) Political Events which occur inside or Outside the State of UP or involve directly the State Government and the Central Government (“Direct Political Event”), including:
    - a) Act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, revolution, riot, insurrection, civil commotion, act of terrorism or sabotage;
    - b) Strikes, work to rules, go-slows which are widespread, nation-wide, or state-wide and are of political nature; iii. Any event or circumstance of a nature analogous to any of the foregoing.

## **FORCE MAJEURE EXCLUSIONS**

Force Majeure shall not include the following event(s) and/or circumstances, except to the extent that they are consequences of an event of Force Majeure:

- a) Unavailability, late delivery
- b) Delay in the performance of any contractor, sub-contractors or their agents

## **PROCEDURE FOR CALLING FORCE MAJEURE**

The Affected Party shall notify to the other Party in writing of the occurrence of the Force Majeure as soon as reasonably practicable, and in any event within 5 (five) days after the Affected Party came to know or ought reasonably to have known, of its occurrence and that the Force Majeure would be likely to have a material impact on the performance of its obligations under the Agreement.

## **ARTICLE – 25: CONTRACT OBLIGATIONS**

Once a contract is confirmed and signed, the terms and conditions contained therein shall take precedence over the Bidder’s bid and all previous correspondence.

## **ARTICLE – 26: AMENDMENT TO THE AGREEMENT**

Amendments to the Agreement may be made by mutual agreement by both the Parties. No variation in or modification in the terms of the Agreement shall be made except by written amendment signed by both the parties. All alterations and changes in the Agreement will take into account prevailing rules, regulations and laws.

## **ARTICLE – 27: USE OF AGREEMENT DOCUMENTS AND INFORMATION**

- The Bidder shall not without prior written consent from PVVNL disclose the Agreement or any provision thereof or any specification, plans, drawings, pattern, samples or information furnished by or on behalf of PVVNL in connection therewith to any person other than the person employed by the Bidder in the performance of the Agreement. Disclosure to any such employee shall be made in confidence and shall extend only as far as may be necessary for such performance.
- The Bidder shall not without prior written consent of PVVNL make use of any document or information made available for the project except for purposes of performing the Agreement.
- All project related documents issued by PVVNL other than the Agreement itself shall remain the property of PVVNL and Originals and all copies shall be returned to PVVNL on completion of the Bidder's performance under the Agreement, if so, required by the PVVNL.

## **ARTICLE – 28: PERFORMANCE BANK GUARANTEE**

- i) The successful bidder shall at the time of award of contract, be required to provide a Performance Bank Guarantee amounting to 10% of the total contract value (including GST).
- ii) This PBG shall carry validity for the full period of contract with an extended claim period of six months. Failure on part of the contractor in submitting the PBG shall lead to stoppage of all due payments to the contractor.

## **ARTICLE – 29: TAXES & DUTIES**

Quoted Price of Financial bid must be inclusive of all taxes and duties with the exception of GST. GST shall be paid upon the applicable rates at the time of invoicing as per actuals.

Entry tax/Octroi duty etc., applicable for delivery of the equipment/materials at the destination sites, if any, shall not be included in the bid price and the same shall not be considered for bid evaluation as well. These shall be payable/ reimbursable by the Owner, if applicable, during the execution of the contract. As regards the Income Tax, surcharge on Income Tax and service taxes etc. if applicable and other corporate taxes, the Bidder shall be responsible for such payment to the concerned authorities.

## **ARTICLE – 30: BOOKS & RECORDS**

Bidder shall maintain adequate books and records in connection with Contract and shall make them available for inspection and audit by PVVNL during the terms of Contract until expiry of the Security Deposit.

## **ARTICLE – 31: ASSIGNMENT & SUB CONTRACTS**

- **Assignment by Bidder**  
The Bidder shall not assign, in whole or in part, its rights and obligations to perform under the Agreement to a third party, except with the prior written consent from PVVNL.



▪ **Sub contracts**

The Bidder shall notify the PVVNL in writing of all subcontracts awarded under the Contract Agreement. Such notification shall not relieve the Bidder from any liability or obligation under the Agreement. The Bidder shall fully indemnify PVVNL for any claims/damages whatsoever arising out of the Sub contracts.

**ARTICLE – 32: Ownership:**

All application software, hardware, data, plans, drawings, specifications, designs, reports and other documents procured or developed by the selected Vendor in the execution of the contract shall remain the property of the respective Discom, right from the beginning of the contract, during the whole duration of the project and after the expiry or termination of the contract. The respective Discom shall also remain the sole owner of the property (Hardware/software) in case the contract is terminated for any other reasons.

The source code of the customized part of the application software will remain the exclusive property of the respective Discom, even after the termination or expiry of the contract. The ownership shall also remain with the respective Discom in case the selected Vendor fails to execute tasks to the satisfaction of the respective Discom. The respective Discom shall be at liberty to deploy the solution anywhere within the state of Uttar Pradesh. In future if any entity emerges in the state of UP, the solution will also be deployed there.

**ARTICLE – 33: COMPLETION TIME AND PERIOD OF CONTRACT**

**Period of Contract:**

Successful bidder will have to provide complete Comprehensive Annual Maintenance of 02 nos. 200 KVA (Extendable upto 250 KVA) UPS installed at DR Center at Sector-58, Noida for a period of two years.

**ARTICLE – 34: PAYMENT TERMS**

The following shall be terms of payment:

**A. SUPPLY/ WORK PORTION PRICE:**

- i. ADVANCE PAYMENT: No advance payment shall be made
- ii. ON DELIVERY OF MATERIAL: No payment shall be made.
- iii. ON FINAL ACCEPTANCE: Payment on submission of Bill and verification of work subject to penalty & availability of the funds and other clauses of contract.

**B. MODE OF PAYMENT**

All payment under contract shall be made to the contractor by RTGS/ NEFT from the account of PVVNL.

**ARTICLE – 35: PENALTY**

Penalty will be deducted as per the terms and conditions mentioned in this document.

## **ARTICLE – 36: LIMITATION OF LIABILITY**

Except in cases of gross negligence or wilful misconduct neither Party shall be liable to the other Party for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Contractor to pay liquidated damages to PVVNL; and the aggregate liability of the Contractor to PVVNL, whether under the Contract, in tort, or otherwise, shall not exceed the amount specified in the Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the contractor to indemnify PVVNL in respect to patent infringement if any.

## **ARTICLE – 37: RESOLUTION OF DISPUTES**

If any dispute arises between the Parties hereto during the subsistence or thereafter, in connection with the validity, interpretation, implementation or alleged material breach of any provision of the Agreement or regarding a question, including the questions as to whether the Termination of the Contract Agreement by one Party hereto has been legitimate, both Parties hereto shall endeavour to settle such dispute amicably. The attempt to bring about an amicable settlement is considered to have failed as soon as one of the Parties hereto, after reasonable attempts [which attempt shall continue for not less than 30 (thirty) days], give 15 days' notice thereof to the other Party in writing.

- a. In the case of such failure the dispute shall be referred to a sole arbitrator or in case of disagreement as to the appointment of the sole arbitrator to three arbitrators, two of whom will be appointed by each Party and the third appointed by the two arbitrators.
- b. The place of the arbitration shall be Lucknow, UP.
- c. The Arbitration proceeding shall be governed by the Arbitration and Conciliation Act of 1996 as amended.
- d. The proceedings of arbitration shall be in English language.
- e. The arbitrator's award shall be substantiated in writing. The arbitration tribunal shall also decide on the costs of the arbitration procedure. The Parties hereto shall submit to the arbitrator's award and the award shall be enforceable in any competent court of law.

## **ARTICLE 38 General Instructions**

- 1.1.1 Before submission of the tender, the Tenderers are required to make themselves fully conversant with the Technical Specification, Drawing, Instruction to Tenderer, General Requirement of Specification's including Schedules and General Conditions of Contract of Form 'A', as may be applicable so that no ambiguity arises at a later date in respect.
- 1.1.2 Any inconsistency or ambiguity in the offers made by Tenderer shall be interpreted to the maximum advantage of PVVNL and disadvantage to the Tenderer. The Tenderer shall have no right to question the interpretation to the Purchaser in all such cases and the same shall be binding on the tenderer.

- 1.1.3 The tenderer should be prepared and submitted strictly in accordance with the instruction contained in these specifications. The tender shall be complete in all respect. Tender must be submitted in the manner specified on the attached prescribed Schedule and/or copies thereof. To complete the proposal, the Tenderer must fill in the tender form, Declaration, all Schedules & datasheet, annexed with the specification, item in accordance with the instructions and notes supplementary thereto. The interpolations, insertions, cutting & corrections made in the tender offers should be duly initialed by the tenderer.
- 1.1.4 Tenderer shall supply the data required in sheets annexed with the specifications by typing at appropriate places against each item to facilitate preparation of comparative statements. These sheets must be properly signed by authorized representative of the Tender/Manufacturer testifying the data submitted. All schedules must be duly filled in and shall be enclosed with each copy of the tender. In case the Tenderer does not supply any of the required information at the time of tender, necessary loading may be made while evaluating the prices of his offer without giving him any further opportunity to supply or clarify the same. The Tenderers are notified that in case the required information's are not furnished in the specified proforma/schedules attached with the specification, the Purchaser shall not be responsible for any error in the evaluations of their tender on this account. Further, the failure to comply with this requirement may result in the rejection of the tender at the discretion of the Purchaser.
- 1.1.5 Purchaser may revise or amend these specifications and drawings etc. prior to the date notified for opening of tenders. Such revision/amendment, if any, will be communicated to all prospective tenderers as amendment/addendum to the specification maintaining reasonable time schedule for preparation of tender by the Tenderers.
- 1.1.6 Any portion of the terms and conditions as laid down in this specification which are not clear to the Tenderer should be got clarified from the Purchaser before submission of the tender so that no ambiguity/confusion arises at a later date in this respect.
- 1.1.7 Tenderer, if so desire, may authorize one representative for attending tender opening on his behalf. In such instance, the representative shall be required to submit the authorization certificate with his signature duly attested by the person signing tender on behalf of the Tenderer. This certificate shall be submitted to the authority opening the tender. In absence of such certificate, no representative shall be allowed to participate in tender opening.
- 1.1.8 The above cited experience and manufactured quantities shall be counted as on the date of opening of the tender. All statements and claims should be duly supported by authenticated copies of documents without which the tender is liable to be rejected summarily.
- 1.1.9 Tenderer shall ensure to put initials on uploaded each and every page of the tender. Last page of each document forming part of the tender shall bear full signature under official seal fully disclosing the name, designation and relationship with the firm to the signatory. In case of partnership concern, the tender may be signed by all the partner of the firm or one of them holding power of attorney (copy of the power of attorney of the signatory of bid shall be submitted with the bid). In case of corporation/company, tender may be signed either by the president or secretary of such authority to be furnished along with the offer) Besides this, the Tenderer shall ensure to furnish the following information.

- i) Name, designation, profession with postal address of all the distributors. Directors and other persons authorized to conduct business in respect of this tender.
- ii) Postal addressed of the firms works, Regd. And Head offices, Sales office and Local office etc.
- iii) Names and postal address of their authorized local representative/Liaison officers.

### **ARTICLE-39 REQUIRED DOCUMENTS**

Beside Earnest Money, this Bid shall also contain all Technical, Commercial and other terms and conditions. The following documents duly filled in, must also be uploaded and accompany the Tender Bid Part-I.

- |     |   |   |
|-----|---|---|
| 1.  | Schedule-A  | Tender Form   |
| 2.  | Schedule-B  | Documents regarding pre-qualification<br>Details of the Tenderer.         |
| 3.  | Schedule-C  | Declaration   |
| 4.  | Schedule-E  | General Particulars   |
| 5.  | Schedule-F  | List of drawing/literature enclosed with the Tender.                      |
| 6.  | Schedule-G  | Schedule of deviation from Technical Specification.                       |
| 7.  | Schedule-H  | Schedule of deviation from Instruction to Tenderer                        |
| 8.  | Schedule-I  | Schedule of deviation from General Requirement of specifications.         |
| 9.  | Schedule-J  | Schedule of deviation from General Conditions of Contract, Form A.        |
| 10. | Schedule-K  | Quoted Work Completion Schedule (enclosed)                                |
| 11. | Schedule-L  | Schedule of Quantities (Not applicable)                                   |
| 12. | Schedule-M  | Statement giving details of Proprietorship/partnership of tendering firm. |
| 13. | Complete Technical details, specifications & literature/drawing of equipment offered. |   |
| 14. | Income Tax clearance certificate.   |   |

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

#### **ARTICLE 40-SPLITTING OF ORDER**

The Purchaser reserves the right to split the order among various successful tenders in any manner he chose without assigning any reasons whatsoever.

#### **ARTICLE 41- DEVIATIONS**

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

#### **ARTICLE 42-CANVASSING**

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

#### **ARTICLE 43-STANDARD**

Except as modified by this tender specification, all materials and equipment shall conform to the requirement of the latest editions of relevant ISS/IEC, the salient point of comparison between the standards adopted and relevant ISS/IEC standards shall be indicated clearly in the proposal.

Should the Tenderer wish to depart from the provisions of the specifications, either on account of manufacturing practices or for any other reason, he shall clearly mention the departure and submit complete justification supported by information, drawings etc., as this will enable to assess the suitability of equipment(s) offered.

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

#### **ARTICLE 44-LOCAL CONDITIONS**

It will be imperative on each Bidder to fully inform himself of all local conditions and factors which may have any effect on the execution of the Contract covered under these documents and specifications. The owner shall not entertain any request for clarifications from the bidders, regarding such local conditions.

It must be understood and agreed that such factors have properly been investigated and while submitting the proposals. No claim for financial adjustment to the Contract awarded under these specifications and documents will be entertained by the Owner. Neither any change in the time schedule of the Contract nor any financial adjustments arising thereof

shall be permitted by the Owner, which are based on the lack of such clear information or its effects on the cost of the Works to the Bidder.

#### **ARTICLE 44-WORK SCHEDULE**

The basic consideration and the essence of the Contract shall be strict adherence to the time schedule for performing the specified Works.

The owner's requirements of completion schedule for the Works are as below:

**Completion of all the works covered in the package shall be as per time schedule mention elsewhere.**

The completion Schedule as stated above shall be one of the major factors in consideration of the bids.

The Owner reserves the right to request for the change in the work Schedule before award of the contract to the successful Bidder.

The successful bidder will be required to prepare a detailed PERT Network and finalize the same with the Owner.

#### **ARTICLE 45-INSURANCE**

The contractor at his cost shall arrange, secure and maintain all insurance as may be pertinent to the works and obligatory in terms of law to protect his interests of all the owner against all perils detailed herein. The form and limit of such insurance as defined here in together with the underwriter in each case shall be acceptable to the owner. However irrespective of such acceptance, the responsibility to maintain educate insurance coverage at all time during the currency of the contract shall be done of the contract alone. The contractor's failure in this regard shall not relieve him of any of his contractual responsibilities and obligations. The insurance covers to be taken by the contractor shall be in a joint name of the owner and the contractor. The contractor shall, however, be authorized to deal directly with insurance company (s) and shall be responsible to maintain all insurance covers.

All losses or damage to the equipment during handling, transportation, storage, erection, putting in to satisfactory operation and all connected activities to be performed till the successful completion of commissioning of equipment shall to be the account of the contractor. The contractor shall be responsible for preference of all the claims and make good the damages or losses by way of repair and / or replacement of the equipment, damaged or lost. The transfer to title shall not in any way relieve the contractor of above responsibilities during the period of the contract. The contractor shall provide to the owner copies of all the insurance policies and documents shall be submitted by the owner immediately after such insurance coverage. The contractor shall also inform to the owner in writing at least sixty (60) days in advance regarding the expiry/cancellation and / or change in any of such documents and ensure revalidation renewal etc. as may be necessary well in time.

The perils required to be covered under insurance shall include, but not be limited to fire and allied risks, miscellaneous accidents (erection risks) workman compensation risks, loss or damage in transit, theft, pilferage, riot and strikes and malicious damages, civil commotion, weather conditions, accidents of all kinds etc. the scope of such insurance shall be adequate to cover the replacement / reinstatement cost of the equipment of all risks up to and including delivery of goods and other costs till the equipment is delivered at site. The insurance

policies to be taken should be on replacement value basis and / or incorporating escalation clause. Notwithstanding the extent of insurance cover and the amount of claim available from the underwriters, the contractor shall be liable to make good the full replacement /rectification value of all equipments/ material and to ensure their availability as per project requirements.

All cost on account of insurance liabilities covered under the contract will be on contractor's account and will be in the contract price. However, the owner may from time to time during the pendency of the contract, ask the contractor in writing to limit the insurance coverage, risk and in such a case the parties to the contract will agree for mutual settlement, for reduction in contract price to the extent of reduced premia amount. The contractor while arranging the insurance shall ensure to obtain all discounts, all premia which may be available for higher volume or for reason of financing arrangement of the project.

All equipment / material to be supplied by the contractor and also the equipment of the owner which are to be shifted from one substation/store to other substation shall be kept completely insured by the contractor at his cost (for all equipment / materials to be supplied by the contractor) from time of dispatch/shifting from manufacturer's works / substation store up to the completion of erection, testing and commissioning at site and subsequent taking over by the owner.

It will be the responsibility of the contractor to ledge, pursue and settle all claims with the insurance company in case of any damage, loss, theft, pilferage or fire etc and the owner shall be kept informed about it. In case of all equipment to be supplied by the contractor, the contractor shall replace such lost/damaged equipments / materials, promptly irrespective of the time and amount of settlement of insurance claims by the underwriter and replacement shall be borne by the contractor. However, in case of owner's existing and issued equipment / material the contractor shall be responsible to pursue the insurance claim in time with the insurance company after obtaining necessary authorization and in consultation with the owner. The insurance cover the owner's existing and issued equipments / materials shall be in the name of owner for which the insurable value shall be obtained by the contractor from the owner well as in advance. The insurance premium for the owners and arrangements of such insurance shall be done in consultation with and as per the direction of the owner. The contractor shall have to bear any loss arising due to failure of arranging such insurance for the provision stated herein above.

The provision of insurance under Form 'A' covers the additional insurance requirement.

Insurance is to be taken by the contractor at his own cost for the F.O.R. destination value of the equipment for transit from the manufacturer's warehouse to the purchaser's warehouse plus 30 days' storage thereafter for supply of material.

All damages and shortages of the equipment after its delivery destination Railway station and transportation to stores and storage there after shall be notified by the consignee by registered post to contractor or his authorized representative within 30 days of making good the damage or loss by way of replacement of the equipment damage or lost.

The contractor shall take up the matter with insurance company for finalization of claims and purchaser shall provide required information. All further action in connection with making

and setting of claims, if any will be carried out by the contractor for which no extra payment will be made.

The contractor shall be responsible to make good the damage or loss by way of repairs and/or replacement of equipment free of cost irrespective of fact whether claims are accepted by the insurance company or not, without waiting for claims settlement.

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

The following provisions will also apply to the portion of works to be done beyond the Contractor's own or his Sub-Contractor's manufacturing Works.

### **Workman's Compensation Insurance**

This insurance shall protect the Contractor against all claims applicable under the Workmen's Compensation Act, 1948 (Government of India). This policy shall also cover the Contractor against claims for injury, disability, disease or death of his or his Sub-Contractor's employee, which for any reason are not covered under the Workmen's Compensation Act, 1948. The liabilities shall not be less than:

Workman's Compensation: As per statutory Provisions

Employee's liability: As per statutory Provisions

### **Comprehensive Automobile Insurance**

This insurance shall be in such a form to protect the Contractor against all claims for injuries, disabilities, disease and death to members of public including the Owner's men and damage to the property of other arising from the use of motor vehicles during on or off the Site operations, irrespective of the ownership of such vehicles.

### **Comprehensive General Liability Insurance**

The insurance shall protect the Contractor against all claims arising from injuries, disabilities, disease or death of members of public or damage to property of others, due to any act or omission on the part of the Contractor, his agents his employees, his representatives and Sub-contractors or from riots, strikes and civil commotion. This insurance shall also cover all the liabilities of the Contractor arising out of the Clause entitled Defence of Suits under General Terms and Conditions of Contract.

The hazards to be covered will pertain to all the works and areas where the Contractor, his Sub-contractors, his agents and his employees have to perform work pursuant to the Contract.

The above are only illustrative list of insurance covers normally required and it will be the responsibility of the Contractors to maintain all necessary insurance coverage to the extent both in time and amount to take care of all his liabilities either direct or indirect, in pursuance of the Contract.



## **ARTICLE 46- PRELIMINARY EXAMINATION & CORRECTION OF ARITHMETICAL ERRORS OF BIDS**

The owner will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required Earnest Money have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.

Arithmetical errors will be rectified on the following basis: If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail. If the Bidder does not accept the correction of the errors as above, his Bid will be rejected and the amount of Earnest Money forfeited.

## **ARTICLE 47-CONTRACT PERFORMANCE SECURITY**

As a Contract Performance Security, the successful Bidder, to whom the work is awarded, shall be required to furnish a Performance guarantee through RTGS mode in favour of the Owner. The guarantee amount shall be equal to ten percent (10%) of the total Contract price incl. GST and it shall guarantee the faithful performance of the Contract in accordance with the terms and conditions specified in these documents and specifications. The guarantee shall be valid till the end of contract period.

Upon submission of the Contract Performance Security by the Contractor and its acceptance by the Owner, the earnest money deposit of the Contractor shall be released to him as per conditions mentioned in this document.

The Performance Security shall cover additionally the following guarantees to the Owner:

- (a) The successful Bidder guarantees the successful and satisfactory operation of the equipment furnished and erected under the Contract, as per the specifications and documents;
- (b) The successful Bidder further guarantees that the equipment provided and installed by him shall be free from all defects in design, material and workmanship and shall upon written notice from the Owner fully remedy free of expenses to the Owner such defects as developed under the normal use of the said equipment within the period of guarantee specified in the relevant clause of the General Requirement of Specifications.

The Contract Performance Security is intended to secure the performance of the entire contract. However, it is not to be construed as limiting the damages stipulated in other clauses in the Bidding documents.

The value of the Performance Security shall continue to be ten percent (10%) of the contract price after Works is taken over by the Owner.

The performance Security will be returned to the contractor without any interest at the end of completion of contract/warranty period and after obtaining no dues certificate from the concerned authorities.

#### **ARTICLE 48-SPARE PARTS:**

The tenderer shall provide recommended set of spare parts required for the complete duration of normal maintenance of the equipment.

#### **ARTICLE 49-FOREIGN EXCHANGE:**

Tenderer offering equipment without involving any foreign exchange and commitment on the part of purchaser will be considered.

#### **ARTICLE 50-BLACKLISTING**

In case(s) of severe default(s) by the Contractor (including but not limited to relevant clause of this section), the process of blacklisting or debarring of Contractor and recoveries (if any) thereof may be undertaken by the Discom if deemed necessary.

#### **ARTICLE 51- CONSORTIUM/JOINT VENTURE BIDDING**

Consortium bidding/joint venture bidding is not allowed.

#### **ARTICLE-52 TERMINATION OF CONTRACT**

##### **Events of default**

Any of the following events shall constitute an "Event of Default". The occurrence of any "Event of Default" shall lead to consequences as brought out in Clause:-

- i. If the Contractor fails to deliver services as per time schedule in the Scope of Work.
- ii. If the Contractor unlawfully repudiates the Contract or has otherwise expressed an intention not to be bound by the contract.
- iii. If the Contractor does not make timely payment of salaries to the deployed labour.
- iv. If the Contractor does not make the mandatory payments like EPF, ESIC and others liabilities if any.
- v. If it comes to the Discom's notice that the Contractor is indulged in forging documents and submitting forged documents of EPF Challan sheet, ESIC receipt of personnel deployed by it
- vi. If the Contractor becomes bankrupt or insolvent, goes into liquidation.
- vii. If the Contractor fails to make payment of any amount payable to the Discom, as and when the same becomes due.
- viii. If the Contractor fails to provide, renew or replenish the payment security and or contract performance guarantee.
- ix. If the Contractor fails to fulfil any of the directions or orders of the Discom or comply with the requirement of the electricity laws or other laws in relation to bid area.
- x. If the Contractor has made any false or misleading representation or warranty.
- xi. If the Contractor transfers, otherwise then pursuant to contract, any material or property of the Discom.
- xii. If the Contractor indulges in any malpractice or corrupt practice.

If at any stage during the period of the Contract any case involving moral turpitude is instituted in a court of law against the Contractor or his employees.

### **Termination for Convenience**

The Discom shall be entitled to terminate the Contract without assigning any reason thereof at any time of the Discoms convenience, by issuing an "Order for Termination" to the Contractor. The termination shall take effect on 30<sup>th</sup> day of issuance of "Order of Termination", or such extended period (over and above 30 days) as may be decided by the Discom.

### **Termination due to Change in Government / Management Policy**

The Discom shall be entitled to terminate the Contract due to change any Government Management Policy, by issuing an "Order for Termination" to the Contractor

The termination shall take effect on 30<sup>th</sup> day of issuance of "Order of Termination", or such extended period (over and above 30 days) as may be decided by the Discom.

### **Effect of Termination (Either upon default or for convenience or Change in Management / Government Policy)**

- Upon serving the "Order for Termination", the Discom shall have rights to step-in and takeover the operations. The Contractor shall be obliged to co-operate with Discom and provide all necessary support, data, documents, information, etc. which may be required by the Purchase for successful takeover of the operations and continuum of the services. However, during transition period the Contractor shall continue to provide such services, as may be required by the Discom for smooth take-over of operations.
- If the contract has been terminated on occurrence of "Event of Default" as defined in Clause 20.1. The Contract Performance Guarantee submitted by the Contractor shall be invoked on or after the effective date of "Termination of the Contract" and amount so realised shall be forfeited by the Discom, as a reasonable pre-estimate of the losses which have occurred to the Discom due to non-performance of the Contractor.
- If the contract has been terminated on convenience as per Clause 20.3, the Discom shall have rights to recover any amount payable by Contractor to the Discom from the Contract Performance Guarantee.
- The Discom unconditionally reserve the rights to claim from the Contractor, any cost, expenses or loss that may be incurred by reasons of breach of terms and conditions of the contract.
- The Discom shall not be liable for payment of any compensation, whether in contract or tort or otherwise, towards the Contractor or any third party, upon termination of the contract.
- Upon termination of the contract, the Contractor shall immediately: -

- a) Remove its manpower deployed on performance of services pertaining to the Contract;
- b) Cease all further work, except for such work as the Discom may specify in the "Order for Termination" for the sole purpose of protecting that part of the facilities already executed, or any work required to leave the site in a clean and safe condition;
- c) Removal Contractor's equipment from the site, repatriate the Contractor's and its subcontractors' personnel from the site, remove from the site any wreckage, rubbish and debris of any kind, and leave the whole of the Site in a clean and safe condition; and
- d) deliver to the Discom the parts of the facilities executed by the Contractor up to the date of termination
- e) to the extent legally, possible, assign to the Discom all right, title and benefit of the Contractor to the facilities as of the date of termination, and, as may be required by the Discom, in any subcontracts concluded between the Contractor and its Subcontractors: and
- f) Deliver to the Discom all non-proprietary drawings, specifications and other documents prepared by the Contractor or its Subcontractors as at the date of termination in connection with the facilities.
- g) The Discom shall have the rights to recover from the Contractor any loss or damage occurred to the property/ items/ materials/ equipment etc. of the Discom, due to any act of Contractor or its personnel.

# **SCHEDULE 'A'**

**(Part I)**

## **TENDER FORM**

**Tender Specification no. PVVNL/Meerut/IT/UPS-AMC/04/24-25**

**To:  
Superintending Engineer (IT)  
PVVNL,  
MEERUT**

**Sir,**

**With reference to your Invitation to tender the above I/We hereby offer to the Pashchimanchal Vidyut Vitran Nigam Ltd. the supply and services in the schedule of prices and work schedule annexed in strict accordance with the annexed conditions of contract Form 'A' specifications, to the satisfaction of the purchaser or in default thereof forfeit and pay to the Pashchimanchal Vidyut Vitran Nigam Limited, the sum of money mentioned in the said conditions.**

**I/We agree to abide by this tender for the period of 180 days from the date for opening of the same.**

**A sum of Rs. 19,500/- in the form of NEFT/RTGS has submitted as earnest money.**

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

**Encl. : As above**

**Date ..... Day of ..... 20 .....**

**Yours' faithfully**

**Witness**

**(Name & Signature)**

**(Signature of tenderer in full)**

**Address**

**Name**

**Occupation**

**Seal**

# **SCHEDULE -B**

**(Part -I)**

**Tender Specification no. PVVNL/Meerut/IT/UPS-AMC/04/24-25**

## **PRE-QUALIFICATION DETAILS OF THE TENDERER**

- 1. Name of Applicant / Company / Firm**
- 2. Brief description of the bidder.**  
(Individual Firm / Joint Venture / Private Limited Company / Consortium) may be specified.
- 3. Details of Registration with appropriate authorities (enclose the copies)**

**4. Address & phone No.**

**(A) Registered Office**

**(B) Head Office**

**5. Experience of Execution of contracts.**

<b>Sl. No.</b>	<b>Complete postal address including designation of authority placing order, Copy of order and satisfactory execution certificate may also be enclosed.</b>	<b>Description of Job executed</b>	<b>Period of Completion</b>	<b>Amount</b>

Note: Supporting documents for experience may also be enclosed.

**6. (A) Total amount turnover of the bidder during last two years per balance sheet:**

Years                      Turnover (Amount)

**(1)**

**(2)**

**(B) In case bidder is a consortium of Firms, turnover of its lead manager may be detailed separated year wise. All the members of consortium shall have to fill above particulars, separately.**

**Full Signature :**

**Name :**

**Designation :**

**Date :**

**Seal of the Company**

# **SCHEDULE 'C'**

## **(Part I)**

### **DECLARATION**

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

**Tender invited by**

**Superintending Engineer (IT)  
PVVNL,  
MEERUT**

**Tender for .....**

**Name of Tenderer .....**

**Specification No. & date of opening .....**

**IN CONSIDERATION of the PVVNL having treated the Tenderer to be an eligible person whose tender may be considered, the Tenderer hereby agrees to the condition that the proposal in response to the above invitation shall not be withdrawn within 180 days (or any extension thereof) from the date of opening of the tender, also to the condition that if thereafter the Tenderer does, withdraw his proposal within the said period, the Earnest money deposited by him 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 of ..... 201.....**

**Place**

**Signed by**

**.....State title (whether Proprietor / Partner / Consortium)**

**Witness**

**Name of the firm**

**Address of the firm**

**Signature**

**Seal of the firm**

# SCHEDULE 'E'

## **(PART - I)**

### SCHEDULE OF GENERAL PARTICULARS

**Tender Specification No. - PVVNL/Meerut/IT/UPS-AMC/04/24-25**

1. **Name of the Tenderer**
  - (a) **Head Office address**
  - (b) **Registered Office address**
  - (c) **Postal address of tenderer**
  - (d) **Telegraphic address**
  - (e) **Email address**
2. **Name and address of manufacturer of the major equipments**
3. **Works:**
  - (a) **Location with full postal address**
  - (b) **Total space occupied in sq. meters.**  
(approximate within 5%)
  - (c) **Constructed area in sq. meters**  
(approximate with in 5%)
4. **Name and address of local representative and his telephone number**
5. **Name and address of the officer of the tenderer / manufacturer to whom all reference shall be made for expeditious co-ordination.**
6. **Whether the tenderer is sole proprietor / partnership concern / Private Ltd. Company / Public undertaking / Joint venture / Consortium**
7. **Name of foreign collaborator, if any.**
8. **Whether the designs are their own or obtained from other sources. If from other sources the same may be indicated.**
9. **The name, designation, qualification and experience of the engineer employed by the tenderer in design, development and manufacturing of the quoted equipment.**
10. **Authorized capital of the company.**
11. **Total annual turnover of the firm during last five financial years.**



12. **Actual production per year of the equipment quoted during last five financial years giving quantity and bill value rounded off to two decimal place of Rs. Lacs excluding Central Excise.**
13. **Manufacturing capacity per month of the quoted equipment otherwise.**
14. **State the name and designation of your relative(s) if any, working in Pashchimanchal Vidyut Vitran Nigam Ltd.**
15. **Ten percent (10%) Performance Security in terms of requirement of specification is to be deposited at the time of Agreement. Whether or not willing to deposit. If no state reasons.**
16. **Whether certificates for satisfactory performance of offered equipment enclosed/not enclosed. If yes, give the quantity to which it refers.**
17. **Whether quoted ex-works price are firm** YES / NO
18. **Whether ex-works prices quoted or not.** YES / NO
19. **Whether packing, forwarding freight & insurance cover (for transit plus 30 days storage thereafter) has been quoted beside ex-works prices (All these charges are to be clubbed)** YES / NO
20. **Whether the erection, testing and commissioning prices are quoted or not** YES / NO
21. **Terms of payment as mentioned in relevant clause are acceptable or not** YES / NO
22. **Give GST, (Enclose last clearance certificate)**
23. **Income Tax Clearance Certificate of current and the preceding year enclosed or not.** YES / NO
24. **Have you ever been declared bankrupt ? If yes, please give details.** YES / NO
25. **Whether the Tenderer is agreeable to execute the contract in case the deviations stipulated by him are not acceptable to the purchaser.** YES / NO
26. **Give two reference (Name, Designation and complete postal address) who can rectify Tenderer's** YES / NO

**financial status and capacity to undertake such works. One of the reference should be from any scheduled Nationalized bank in India.**

- 27. Have you offered any discount and if so, then what is the rebate/discount in Rs.**

NOTE: Bidder shall have to demonstrate his offered system within week of intimation by purchaser.

**Seal of the Company**

**Full Signature:**

**Name:**

**Designation:**

**Date:**

## SCHEDULE 'F'

### (Part I)

**Tender Specification no. PVVNL/Meerut/IT/UPS-AMC/04/24-25**

**LIST OF DRAWINGS AND LITERATURE ENCLOSED WITH THE TENDER**

Sl. No.	Drawing / Literature No.	Title
---------	--------------------------	-------

**Seal of the Company**

**Full Signature:**

**Name:**

**Designation:**

**Date:**

## SCHEDULE 'G'

### (Part I)

**Tender Specification no. PVVNL/Meerut/IT/UPS-AMC/04/24-25**

#### DEVIATIONS FROM "TECHNICAL SPECIFICATION"

All deviations from the "Technical Specification" shall be filled in clause by clause, in this schedule. Compliance with the specifications will be taken as granted if the deviations are not specifically mentioned in this schedule. In case there are not deviation (s), the 'NIL' Information should be furnished. In case tenderer is required to accept the standard clause, he should indicate the amount in tender bid part – II, schedule P2 which the tender price will there by increase / decrease.

Sl. No.	Page No.	Clause No. and stipulation in PVVNL Specification	Deviation
---------	----------	---	-----------

The Tenders hereby certifies that the above mentioned are the only deviations from the "Technical Specification".

**Seal of the company**

**Signature:**

**Name:**

**Designation:**

**Date:**

## SCHEDULE 'H'

### (Part I)

**Tender Specification no. PVVNL/Meerut/IT/UPS-AMC/04/24-25**

#### DEVIATIONS FROM "INSTRUCTION TO TENDERERS"

All deviations from the "Instructions to Tenderers" shall be filled in clause by clause in this schedule. Compliance with the specifications will be taken as granted if the deviations are not specifically mentioned in this schedule. In case there are no deviation (s), the 'NIL' Information should be furnished. In case tenderer is required to accept the standard clause, he should indicate the amount in tender bid part – II, schedule P2 which the tender price will there by increase / decrease.

Sl. No.	Page No.	Clause No. and stipulation in PVVNL Specification	Deviation
---------	----------	---	-----------

The Tenders here by certifies that the above mentioned are the only deviations from the "Instruction to Tenderers ".

Seal of the company

Signature:

Name:

Designation:

Date:

## SCHEDULE 'I'

### (Part I)

**Tender Specification no. PVVNL/Meerut/IT/UPS-AMC/04/24-25**

#### DEVIATIONS FROM "GENERAL REQUIREMENT OF SPECIFICATION"

All deviations from the "General Requirement of Specification" shall be filled in clause by clause in this schedule. Compliance with the specifications will be taken as granted if the deviations are not specifically mentioned in this schedule. In case there are no deviation (s), the 'NIL' Information should be furnished. In case tenderer is required to accept the standard clause, he should indicate the amount in tender bid part – II, which the tender price will there by increase / decrease.

Sl. No.	Page No.	Clause No. and stipulation in PVVNL Specification	Deviation
---------	----------	---	-----------

The Tenders here by certifies that the above mentioned are the only deviations from the "General Requirements of Specification".

**Seal of the company**

**Signature:**

**Name:**

**Designation:**

**Date:**

## SCHEDULE 'J'

### (Part I)

**Tender Specification no. PVVNL/Meerut/IT/UPS-AMC/04/24-25**

#### DEVIATIONS FROM "GENERAL CONDITIONS OF CONTRACT FORM 'A'"

All deviations from the "General Conditions of Contract" Form A shall be filled in clause by clause, in this schedule. Compliance with the specifications will be taken as granted if the deviations are not specifically mentioned in this schedule. In case there are not deviation (s), the 'NIL' Information should be furnished. In case tenderer is required to accept the standard clause, he should indicate the amount in tender bid part – II, schedule P2 which the tender price will there by increase / decrease.

Sl. No.	Page No.	Clause No. and stipulation in PVVNL Specification	Deviation
---------	----------	---	-----------

The Tenders here by certifies that the above mentioned are the only deviations from the "General Conditions of Contract" Form A.

Seal of the company

Signature:

Name:

Designation:

Date:

## SCHEDULE - 'K'

### WORK COMPLETION SCHEDULE

**PACKAGE Name:**

**Specification No.:**

The following is work completion schedule which shall be followed in completion of the work covered under the above package. The periods in indicated in, from the date of issuance of Notification of Award of Contract.

Sl. No.	Activity	Completion period in months
1	Completion of detailed engineering / site survey / finalization of BOQ.	
2	Procurement of equipment / materials. a) Commencement b) Completion	
3	Shipments a) Commencement b) Completion	
4	Establishment of site office	
5	Erection a) Commencement b) Completion	
6	Testing & Pre-commissioning a) Commencement b) Completion	
7	Commissioning	
8	Total time period required to complete the whole work from the date of award of contract.	

**NOTE:** Completion period of parallel activities should be clearly indicated.

**Seal of the company**

**Signature:**

**Name:**

**Designation:**

**Date:**



## SCHEDULE 'M'

### (Part I)

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

**Tender invited by: Superintending Engineer (IT), PVVNL, MEERUT**

**Specification No.** : .....

**Tender for (Item)** : .....

**Due for opening on** : .....

Sl. No.	Full Name	Designation	Full Address Permanent Official Address	Telephone No.	Full Specimen signature	Relationship with firm's proprietor
<b>I.</b>	<b>FOR PERSONS SIGNING TENDERS</b>					
	1.					
	2.					
	3.					
<b>II.</b>	<b>PROPRIETOR</b>					
	1.					
	2.					
	3.					
<b>III</b>	<b>PARTNERS</b>					
.	1.					
	2.					
	3.					
<b>IV</b>	<b>DIRECTORS</b>					
.	1.					
	2.					
	3.					
<b>V.</b>	<b>EXECUTIVES</b>					
	1.					
	2.					
	3.					
<b>VI</b>	<b>PRESIDENT/SECRETARY (AS THE CASE MAY BE)</b>					
.	1.					
	2.					
	3.					

**Note:-**

(1) consortium firms not allowed.

(2) In each case, the person who has signed the tender documents must enclose the attested photo copy of power of attorney for signing the tender (To be marked as Schedule-M)

**Full Signature of Tenderer:**

**Full Name of Tenderer:**

**Seal of the company**

**Address:**

## SCHEDULE 'Q'

**Tender Specification no. PVVNL/Meerut/IT/UPS-AMC/04/24-25**

**SCHEDULE OF QUANTITIES AND PRICES FOR SPARE PARTS  
REQUIRED BY THE PURCHASER**

Sl. No.	Item	Unit quoted price in Rs.		Total Unit Price (Rs.)	Present rates of Duties & Taxes	
		Ex-works	Packing forwarding freight and transit cum 30 days storage insurance		Excise Duty %	Sales Tax %
1	2	3	4	5	6	7

**Note: - The quoted prices of spare parts shall be “FIRM” in all respect.**

**Full Signature:**

**Name:**

**Seal of the company**

**Address:**

**Designation:**

**SCHEDULE - 'N'**  
**PART- I**

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

From, **Tender Specification No, PVVNL/Meerut/IT/UPS-AMC/04/24-25**

To,  
**The Superintending Engineer (IT),**  
**PVVNL,**  
**MEERUT**

Sir,

We hereby certify that the tenderer M/s-----  
----- has the financial capability of Rs. 5 Lakh as per their bank account  
with us.

Your's Faithfully

Dated. ....

Signature -----

Name-----

Designation-----

Name of Bank-----

Branch-----

City-----

State-----

## GENERAL REQUIREMENTS OF SPECIFICATIONS

### 2.1 SCOPE

- 2.1.1** This specification covers design, manufacture, performance testing, inspection, packing and delivery of equipment with accessories and auxiliary equipment required for DR Center Noida. The item and quantities required are as described in Technical Specification.
- 2.1.2** The required equipment shall be supplied complete with all fitting/accessories, apparatus and parts that are necessary of usual for their efficient operation. Such part shall be deemed to be within contractor's scope whether specifically mentioned or not Equipment in all respect shall incorporate the highest quality of modern engineering design and workmanship.
- 2.1.3** The "General Condition of Contract" Form 'A' and its corrigenda/addenda copy of which are attached here to form an integral of this specification. The contractor shall supply all material and perform all work in strict accordance therewith. In the event of conflict between the "General Condition of contract" form 'A' and General requirement of specification as given here, the later shall prevail.
- 2.1.4** The General requirement of specification comprises of this chapter and detailed technical specification. These are supplementary to each other and are essential for complete interpretation of the Purchaser's requirements.

### 2.2 **PROJECT DATA**

- I. Location variation sites in Western Uttar Pradesh
- II. Altitude not exceeding 1000 meters.
- III. Climate condition
  - a. Design maximum ambient air temperature 50 Deg. C.
  - b. Maximum daily average ambient temperature in shade 47.2 Deg. C.  
Maximum daily average ambient temperature in sun 65.5 Deg. C.
  - c. Minimum ambient air temperature in shade (-) 5 Deg. C.
  - d. Relative Humidity 100% Max.  
100% Min.
  - e. Wind load 195 Kg. Sq M
  - f. Seismic level 0.33
  - g. Isokeraunic level 50
  - h. Average annual rainfall 1200 mm
  - i. Hot and humid tropical climate conducive to rust and fungal growth.

### 2.3 **SYSTEM PARTICULARS**

- i. Rated system Voltage 33 kV, 11 KV & 0.433 kV
- ii. System Frequency 50 Hz this may vary by  $\pm 5\%$

iii.	No. of phase	Three
iv.	Neutral	Effectively earthed
v.	Auxiliary power supply	
a)	For lighting, fixtures space heater & AC operated coils.	250V, 2 wires 50 Hz A.C. Supply with one point grounded.
b)	D.C. Alarm control & protective devices	24 Volts, un-ground DC supply from station battery. The above supply voltage Will vary as follows: AC voltage will vary $\pm 10\%$ frequency by $\pm 5\%$ and combine voltage and frequency $\pm 10\%$ DC voltage, 20.5 volts to 26.5 volts.

## 2.4 MANUALS

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

## 2.5 PRODUCTION SCHEDULE & PROGRESS REPORT

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

- a) Engineering work
- b) Different phase of material procurement, manufacture or fabrication
- c) Delivery

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

## 2.6 PACKING & DISPATCH OF EQUIPMENT

2.6.1 All equipments shall be dispatched through transport media as per the choice of the contractor. However, the responsibility of the delivery and the receipt of the same at destination station site (s) shall be that of the contractor.

2.6.2 All equipment/material shall be suitably packed for transport cartage to site and outdoor storage during transit. The contractor shall be responsible for any damage to the equipment during transit due to improper and inadequate packing. The case containing fragile or material easily prone to damage shall be very carefully packed and marked with appropriate caution symbol i.e. "FRAGILE", "HANDLE WITH CARE USE NO HOOK" etc. The contents of each package shall bear/packing list. Packing shall provide complete protection from moisture termites and mechanical shocks etc. Wherever necessary, proper arrangement of attaching slings for lifting shall be provided. All packages shall be clearly marked with

gross weight sign showing Up and Down side of boxes content of each packages, order No. and date, name of plane/equipment of which the material in package from part and any handling and unpacking instruction considered necessary. Any material found short inside the packing case shall be supplied by the contractor without any extra cost. Contractor shall ascertain, prior to shipment from concerned authorities, the transport limitation, like within and maximum allowable package size of transportation. All packing case and packing material shall become the property of the PURCHASER.

- 2.6.3 Any demurrage and wharf age or other charges payable due to non-implementation of any of the above instruction shall be Contractor's account.

## **2.7 REJECTION**

- 2.7.1 Purchaser reserves the right to reject any equipment if during the tests at work or at site. If the best values achieved do not comply with the respective standard/specification and exceed the tolerable limits.
- 2.7.2 Contractor shall replace rejected equipment, complying with the guarantee value as promptly as possible and at no extra cost to the purchaser, purchaser reserve the right to take any rejected equipment in to the service until the Contractor supplies the new equipment.
- 2.7.3 Rejection to any equipment will not be held as valid reason for delay in timely completion of the work.

## **2.8 DISPATCH INSTRUCTION**

- 2.8.1 Detailed dispatch instruction shall be issued by the Engineer for the quantities authorized for dispatch who however reserve the right to amend the dispatch instructions at any time before the actual dispatch of the material. It may be noted that no material is to be dispatched without satisfactory testing inspections clearance by the representative of PVVNL, Meerut.
- 2.8.2 Telegraphic intimation shall be sent to consignee immediately after the goods are booked and following documents shall be sent by the Contractor to the Purchaser/Consignee and additional copy each shall also be sent directly to the Purchaser and to the consignee by registered mail the same day.
- a) Evidence of dispatch i.e., Railway Receipt
  - b) Packing list (3 copies)
  - c) Invoice (3 copies)
  - d) Test Certificate (3 copies)
- 2.8.3 In case of transport by Road, the Contractor shall deliver the material/equipment to the consignee at the specified place of delivery with the following documents and one additional copy of each set directly to the purchaser.
- a) Delivery Challan (2 copies)
  - b) Invoice (2 copies)
  - c) Packing list (2 copies)
  - d) Test Certificate (2 copies)

- 2.8.4 A statement of dispatches shall be sent by the Contractor on the first day of every month of dispatch made by him during preceding Month of the following proforma:

DI No. & Dt.	Name of Consignee	Name of Material	Quantity	
1	2	3	Allotted	Despatched
GR/RR No. & Date	Bill No. & Dt.	Amount	Remarks	
6	7	8	9	

## 2.9 (A) PRICE & PRICE STRUCTURE

### PRICE:

(I) The bidder shall quote all prices on firm price basis and no price adjustment, whatsoever, on account of variation of input materials/labour cost or due to change in the rate/applicability of taxes/duties/levies shall be applicable during the execution of the contract. Any deviation in this regard shall not be acceptable by the Owner.

**All prices components shall remain firm during the currency of the contract.**

### (B) PRICE STRUCTURE

The bidder shall quote exact price for the entire scope of work covered under the package. The bidder shall also furnish breakup of the prices, in the appropriate schedules, to facilitate payment to the contractor during various intermittent stages.

## 2.10 TRAINING OF ENGINEERS

- 2.10.1 The purchaser may depute his engineer for a period as mutually agreed, at the manufacturer's works for a purpose of familiarization with equipment and techniques covered under the specification, including training in commissioning, operation, maintenance and troubleshooting aspect etc. The contractor shall provide the necessary training facilities free of cost to the purchaser and also indicate/suggest training program etc. In case this training course is being run regularly by the manufacturer or his principles, this may be indicated in the tender, along with details of training, duration, schedules date, course content etc. The traveling expenses from U.P. to their place of training and back and maintenance of the deputed trainees shall be borne by the purchaser.
- 2.10.2 The Contractor shall depute his Senior Engineer/Specialist to the Training Institute/Staff Colleges or the purchasers for training familiarization course when requested by the purchaser.

## 2.11 JUDICIAL JURISDICTION

All the dispute arising out of and touching or relating to subject matter of agreement contract shall be subject to jurisdiction of local courts and High Court of Judicature of Allahabad only.

**2.12 ARBITRATION CLAUSE OF FORM ‘A’**

The following is deemed to be added at the end of the Part-I in the Arbitration of Form ‘A’  
“In case of refusal/neglect by such nominee Chairman and Managing Director, PVVNL, Meerut may nominate another person in his place.”

**2.13 Corrigendum**

Should the Utility deem it necessary to amend the tender document, it shall do so by uploading the corrigendum on the website. At any time prior to the deadline for submission of the tender, the Utility may amend the tender document by issuing corrigenda. In order to provide prospective Bidders reasonable time in which to take the amendment into account in preparing their bids, the Utility can, at its discretion, extend the last date for the receipt of tender document.

**2.14 Email of the Bidder**

The bidder will have to quote e-mail address of the firm along with name and mobile numbers of the key persons. Any correspondence done after opening the bid by e-mail will be treated valid.

**2.15 Curriculum Vitae of Key Personals**

The tenderer will submit the CV of the key persons incharge, who will be responsible for execution of the work under the package.



## FORM 'A'

### GENERAL CONDITIONS FOR THE SUPPLY OF PLANT AND THE EXECUTION OF WORKS IN PASHCHIMANCHAL VIDYUT VITRAN NIGAM LTD.

#### Definition of terms

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.

“**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.

**Contractor to  
inform  
himself fully**

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.

**Contract**

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.

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.

**Mistake in  
Drawings**

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.

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.

#### **Subletting of Contract**

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.

#### **Patent rights**

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 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.

#### **Training of Engineers**

The Contractor shall train at his works ..... Engineer/Engineers of the Purchaser in the manufacture and assembly of machinery and its parts for a period of..... A 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.

#### **Quality of Material**

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.

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.

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.

### **Negligence**

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.

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.

**Death,**  
**Bankruptcy ,etc**

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.

**Only**  
**applicable**

**to complete  
Erection**

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.

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.

**Engineer's  
Supervision**

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.

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

**Engineer's  
decision**

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 Contract the Contractor shall be responsible for the correctness of the positions, levels and dimensions of the work according to the drawings, not withstanding that he may have been assisted by the Engineer in sitting out the same.

**Contractor's  
Representative  
and workmen**

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.

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 superintendent 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.

**Liability for  
accidents  
and damage**

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.

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.

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.

**Only  
Applicable  
To Complete  
Erection  
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 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.

#### **Insurance**

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 statement 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.

#### **Replacement of defective work or materials**

The Contractor shall insure the plant and shall keep it insured against of loss by theft, destruction or damage by fire, flood under exposure to the weather, or through not civil commotion war or rebellion for the full value of the plant from the time of delivery. 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.

#### **Deductions from Contract price**

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 of deficiencies.

#### **Certificates not to effect**



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.

Suspension  
of Works

(1) No certificate of the engineer on account not any sum paid on account by the purchase, no any action of time granted 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 prejudice the rights of the Contractor against the Purchaser under this Agreements or under the law.

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.

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 ½ (half) percent per week reckoned on the Contract value of such portion only of the plant as cannot in consequence of the delay be used commercially and efficiently during each week between the appointed or extended times as the case may be and the actual time of the acceptance , 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.

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 all reasonable expenses to which he may be put by such tests.

**Rejection of**  
**Defective**  
**Plant/Taking**  
**over**

If the completed plant or any portion thereof, before it is taken over and 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 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.

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.

**Regulations  
of Local  
Authorities**

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.

**Arbitration**

If any dispute, difference or controversy shall at any time arise between the Contractor on the one hand and the P.V.V.N.L. 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/her 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 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.

**Court of**  
**Competent**  
**Jurisdiction**

(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.

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.

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

**FORM OF AGREEMENT  
(Referred into clause “contract”)**

THIS Agreement made the.....  
day of .....20 ..... between (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 by .....on 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 tender .....Contractor 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  
of .....or 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 “Training of Engineers”)**

THIS AGREEMENT made the ..... day of  
BETWEEN.....son of .....resident of  
..... District ..... (herein after called “Engineer” of  
the first part AND the Pashchimanchal 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 hereunto set their hands the day and year first above written.

<p>Signed by</p> <p>.....</p> <p>( ..... )*</p> <p>.....**</p> <p>(Engineer)</p> <p>of the Nigam and the</p> <p>1.....</p> <p>( ..... )*</p> <p>.....**</p> <p>2.....</p> <p>( ..... )*</p> <p>.....</p>	<p>&amp;</p>	<p>Signed by</p> <p>.....</p> <p>( ..... )*</p> <p>.....*</p> <p>( ..... )*</p> <p>in the presence of on behalf</p> <p>Company/Firm in the presence of</p> <p>1.....</p> <p>( ..... )*</p> <p>.....**</p> <p>2.....</p> <p>( ..... )*</p> <p>.....</p>
--	--------------	--

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

**Note : Format of agreement or Terms & Conditions can be redefined by the PVVNL at the actual time of Agreement.**

## **CORRIGENDA /ADDENDA TO 'FORM-A'**

**The following clauses shall add / modify / supplement / substitute the relevant clauses of 'Form-A'. In case there is a conflict, the provision herein shall prevail over those stated in 'Form-A'.**

### **1.0 CLAUSE Definition of terms**

'Owner'/ 'Purchaser' / 'Employer' shall mean Pashchimanchal Vidyut Vitran Nigam Limited. and shall include its successors and assigns.

'Consulting Engineer / Consultant shall mean any firm or person duly appointed as such from time to time by the Owner.

The terms 'Equipment', 'stores' and Materials, shall mean and include equipment, stores and materials to be provided by the Contractor.

'Works' shall mean and include the furnishing of equipment, labour, services as per the Specification and complete erection, testing and putting into satisfactory operation including all transportation, handling, unloading and storage at the Site as defined in the Contract.

'Site' shall mean and include the land and other places on, into or through which the Works and the related facilities are to be erected or installed and any adjacent land, paths, street or reservoir which may be allocated or used by the Owner or Contractor in the performance of the Contract.

The term 'Contract Price' shall mean the lump sum price quoted by the Contractor in his Bid with additions and / or deletions as may agree and incorporated in the Contract, for the entire scope of the work.

The term 'Equipment Portion' of the Contract price shall mean the supply value of the equipment.

The term 'Erection Portion' of the Contract price shall mean the value of field activities of the works including erection, testing and putting into satisfactory operation including successful completion of performance and guarantee tests to be performed at site by the Contractor including cost of insurances.

'Manufacturer's Works' or 'Contractor's Works' shall mean the place of work used by the manufacturer, the contractor, their collaborators/associates or sub-contractors for the performance of the Contract.

The term 'Final Acceptance / Taking Over' shall mean the Owner's written acceptance or the Works performed under the Contract as specified in the accompanying Technical Specification or otherwise agreed in the Contract.

'Guarantee Period' / 'Maintenance period' shall mean the period during which the Contractor shall remain liable for repair or replacement of any defective part of the works performed under the Contract.

'Codes' shall mean the following, including the latest amendments, and/or replacements, if any:

- a) Indian Electricity Act, 1905, and Rules and Regulations made thereunder
- b) Indian Factory Act, 1948, and Rules and Regulations made thereunder



- c) Indian Explosive Act, 1884, and Rules and Regulation made thereunder
- d) Indian Petroleum Act, 1934, and Rules and Regulations made thereunder.
- e) A.S.M.E. Test Codes.
- f) A.I.E.E. Test Codes.
- g) American Society of Material Testing Codes.
- h) Standards of the Indian Standards Institution.
- i) Other internationally approved standards and/or Rules and Regulations touching the subject matter of the Contract.

**In addition to the above, the following definitions shall also apply.**

- a) 'All equipment and materials' to be supplied shall also apply.
- b) 'Constructed' shall mean 'erected and installed'
- c) 'Contract Performance Guarantee' shall also mean 'Contract Performance Security'.

## **2.0 CLAUSE Contract**

The Contract Performance Security shall be ten percent (10%) of the total contract price incl GST and shall be in accordance with the relevant clause of the 'Instructions of Tenderers/Bidders'.

The term 'Contract Documents' shall mean and include the following, which shall be deemed to form an integral part of the Contract;

- a) Tender Notice, Instructions to Tenderers/Bidders General Requirements of Specifications, Form-A and their relevant Addenda / Corrigenda attached thereto.
- b) Specification of the equipment to be supplied and erected under the contract as brought out in the accompanying Technical Specification.
- c) Contractor's bid proposal and the documents attached thereto including the letters of clarifications thereto between the Contractor and the Owner prior to the Contract Agreement except to the extent of repugnancy.
- d) All the materials, literature, data and information of any sort given by the Contractor along with his bid, subject to the approval of the Owner/Consultant.
- e) Contract Agreement.

In the event of any conflict between the above-mentioned documents, the matter shall be referred to the Engineer whose decision shall be considered as final and binding upon the parties.

## **3.0 CLAUSE Delivery**

The cost and responsibility of delivery of equipment / materials/devices on final destination site(s) shall be of the Contractor.

#### **4.0     **CLAUSE Maintenance****

The existing clause shall be replaced the following:

- a) The contractor shall warrant that the equipment will be new, unused and in accordance with the Contract Documents and free from defects in material and workmanship for a period as mentioned in this document commencing immediately upon the satisfactory commissioning. The Contractor's liability shall be limited to the replacement of any defective parts in the equipment of his own manufacture or those of his sub-Contractors, under normal use and arising solely from faulty design, materials and/or workmanship provided always that such defective parts are repairable at the Site and not in meantime essential in the commercial use of the equipment. Such replaced / defective parts shall be returned to the Contractor unless otherwise arranged. No repairs or replacement shall normally be carried out by the Engineer/Purchaser when the equipment is under the supervision of the Contractor's supervisory Engineer.
- b) In the event of any emergency where in the judgement of the Engineer, delay would cause serious loss or damages, repairs or adjustment may be made by the Engineer or a third party chosen by the Engineer without advance notice to the Contractor and the cost of such work shall be paid by the Contractor. In the event such action is taken by the Engineer, the Contractor will be notified promptly and he shall assist wherever possible in making necessary corrections. This shall not relieve the Contractor of his liabilities under the terms and conditions of the Contract.
- c) If it becomes necessary for the Contractor to replace or renew any defective portions of the Works, the provisions of this clause shall apply to that portion of the Works so replaced or renewed until the expiry of AMC period from the date of such replacement or renewal from the date of initial commissioning of the equipment whichever is later. If any defects are not remedied within a reasonable time, the Engineer may proceed to do the work at the Contractor's risk and cost, but without prejudice to any other rights which the Owner may have against the Contractor in respect of such defects.
- d) The repaired or new parts will be furnished and erected free of cost by the Contractor. If any repair is carried out on his behalf at the Site, the Contractor shall bear the cost of such repairs.
- e) The cost of any special or general overhaul rendered necessary during the maintenance period due to defects in the equipment or defective work carried out by the Contractor, the same shall be borne by the Contractor.
- f) The acceptance of the equipment by the Engineer shall in no way relieve the Contractor of his obligations under this clause.
- g) In the case of those defective parts which are not repairable at Site but are essential for the commercial operation of the equipment, the Contractor and the Engineer shall mutually agree to a programme of replacement or renewal which will minimize interruption to the maximum extent, in the operation of the equipment.
- h) At the end of the Guarantee Period, the Contractor's liability cases.

- i) In the respect of goods supplied by Sub-Contractor to the Contractor where a longer guarantee (more than 36 months) is provided by such Sub-Contractor, the Owner shall be entitled to the benefit of such longer guarantees.
- j) The provisions contained in this clause will not be applicable:
  - (i) If the owner has not used the equipment according to generally approved industrial practice and in accordance with the conditions of operation specified and in accordance with the operating manuals, if any.
  - (ii) In case of normal wear and tear of the parts to be specifically mentioned by the contractor in the offer.

## **5.0 CLAUSE Arbitration**

**ARBITRATIONS:** UP State Electricity Board may be read as Pashchimanchal Vidyut Vitran Nigam Limited, Chairman should be read as MD, PVVNL. Arbitration Act 1940 should be read as Arbitration and conciliation Act 1996.

## **6.0 CLAUSE**

### **CONSTRUCTION OF THE CONTRACT**

Notwithstanding anything stated elsewhere in the bid documents, the Contract to be entered into will be treated as an indivisible supply cum erection Contract.

The Contract shall in all respects be construed and governed according to Indian laws.

## **7.0 TIME – THE ESSENCE OF CONTRACT**

- 7.1 The time and the date of completion of the Contract as stipulated in the Contract by the Owner without or with modifications, if any, and so incorporated in the Contract, shall be deemed to be the essence of the Contract. The Contractor shall so organize his resources and perform his work as to complete it not later than the date agreed to.
- 7.2 The Contractor shall submit a detailed PERT network/bar chart within the time frame agreed consisting of adequate number of activities covering various key phases of the work such as design, procurement, manufacturing, shipment and field erection activities within seven (07) days of the date of notification of Award of Contract. This network shall also indicate the interface facilities to be provided by the Owner and the dates by which such facilities are needed. The Contractor shall discuss the network so submitted with the Owner and the agreed network shall form part of the Contract Documents.
- 7.3 During the performance of the Contract, if in the opinion of the Engineer, proper progress is not maintained, suitable changes shall be made in the Contractor's operations to ensure proper progress without any cost implication to the Owner. The interface facilities to be provided by the Owner in accordance with the agreed network shall also be reviewed while reviewing the progress of the Contractor.
- 7.4 Based on the above agreed network/bar chart fortnightly reports shall be submitted by the Contractor as directed by the Engineer.

## **8.0 EFFECTIVENESS OF CONTRACT**

The Contract shall be considered as having come into force from the date of the Notification of Award unless otherwise provided in the Notification of Award.

## **9.0 PATENT RIGHTS AND ROYALTIES**

Royalties and fees for patents covering materials, Articles, apparatus, devices, equipment or processes used in the works shall be deemed to have been included in the Contract Price. The Contractor shall satisfy all demands that may be made at any time such royalties or fees and he alone shall be liable for any damages or claims for patent infringements and shall keep the Owner indemnified in that regard. The Contractor shall, at his own cost and expense, defend all suits or proceedings that may be instituted for alleged infringement of any patents involved in the works, and, In case of an award of damages, the Contractor shall pay for such award. In the event of any suit or other proceedings instituted against the Owner. But it shall be understood that no such machine, plant, work, material or thing has been used by the Owner for any purpose or any manner other than that for which they have been furnished and installed by the Contractor by the Owner will not be made while any such suit or claim remains unsettled. In the event any apparatus or equipment, or any part thereof furnished by the Contractor, is in such suit or proceedings held to constitute infringement, and its use is enjoined, the Contractor shall at his option and his own expense, either procure for the Owner, the right to continue the use of said apparatus, equipment or apart thereof, replace it with non-infringing apparatus or equipment or modify it, so it becomes non-infringing apparatus or equipment or modify it, so it becomes non-infringing.

## **10.0 CO-OPERATION WITH OTHER CONTRACTORS AND CONSULTING ENGINEERS**

The Contractor shall co-operate with the Owner's other Contractors and Consulting Engineers and freely exchange with them such technical information as is necessary to obtain the most efficient and economical design and to avoid unnecessary duplication of efforts. The Engineer shall be provided shall to provide with three copies of all correspondence addressed by the Contractor to other Contractors and Consulting Engineers of the Owner in respect of such exchange of technical information.

## **11.0 DEDUCTIONS FROM CONTRACT PRICE**

All costs, damages or expenses which the Owner may have paid, for which, under the Contract, the Contractor is liable, will be claimed by the Owner. The Owner shall deduct the amount, from any monies due or becoming due by him to the Contractor under the Contract or may be recovered by actions of Law or otherwise.

## **12.0 TRANSFER OF THE TITLE**

Transfer of the title in respect of equipment and materials supplied by the Contractor to Owner pursuant to the terms of the Contract shall pass on to the Owner on delivery of the equipment and materials at final destination site(s).

This Transfer of Title shall not be construed to mean the acceptance and the consequent "Taking over" of equipment and materials. The Contractor shall continue to be responsible for the quality and performance of such equipment and materials and for their compliance

with the specifications until “Taking Over” and the fulfillment of guarantee provisions of this Contract.

This Transformer of Title shall not relieve the contractor from the responsibility for all risks of loss or damage to the equipment and materials as specified under the clause entitled ‘insurance’ of this section.

### **13.0 LIABILITY FOR ACCIDENTS AND DAMAGES**

Under the Contract, the Contractor shall be responsible for loss or damage to the plant until the successful completion of commissioning as defined elsewhere in the Tender Documents.

### **14.0 DELAYS BY OWNER OR HIS AUTHORISED AGENTS**

In case of the Contractor’s performance is delayed due to any act of omission on the part of the Owner or his authorized agents, then the Contractor shall be given due extension of time for the completion of the Works, to the extent such omission on the part of the Owner has caused delay in the Contractor’s performance of the Contract. Regarding reasonableness or otherwise of the extension of time, the decision of the Engineer shall be final.

In addition, the Contractor shall be entitled to claim demonstrable and reasonable compensation, if such delays have resulted in any increase in cost. The Owner shall examine the jurisdiction for such a request for claim and if satisfied, the extent of compensation shall be mutually agreed depending upon the circumstances at the time of such an occurrence.

### **15.0 SUSPENSION OF WORK**

- 15.1 Owner reserves the right to suspend and reinstate execution of the whole or any part of the Works without invalidating the provisions of the Contract. Orders for suspension or reinstatement of the Works will be issued by the Engineer to the Contractor in writing. The time for completion of works will be extended for a period equal to duration of the suspension.

### **16.0 CONTRACTOR’S DEFAULT**

- 16.1 If the Contractor shall neglect to execute the works with due diligence and expected or shall refuse or neglect to comply with any reasonable order given to him, in by the Engineer in connection with the works or shall contravene the provisions of the Contract, the Owner may give notice in writing to the Contractor to make good the failure neglect or contravention complained of. Should the Contractor fail to comply with the notice, then and in such case the Owner shall be at the date of serving the notice, thence and in such case the Owner shall be at liberty to employ other workmen and forthwith execute such part of the works as the Contractor may have neglected to do or if the Owner shall think fit, without prejudice to any other right he may have under the Contract to take the work wholly or in part out of the Contractor’s hands and recontract with any other person or persons to

- complete the works or an part thereof and in that event the Owner shall have free use of all Contractor's equipment that may have been at the time on the Site in connection with works without being responsible to the Contractor for fair wear and tear thereof and to the exclusion of any right of the Contractor over the same, and the Owner shall be entitled to retain and apply any balance which may otherwise be due on the Contract by him to the Contractor, or such part thereof as may be necessary, to the payment of the cost of executing the said part of the Works or of completing the Works as the case may be. If the cost of completing the works or executing a part thereof as aforesaid shall exceed the balance due to the Contractor, the Contractor shall pay such excess. Such payment of excess amount shall be independent of the liquidated damages for delay which the Contractor shall have to pay if the completion of works is delayed.
- 16.2 In addition, such action by the Owner as aforesaid shall not relieve the Contractor of his liability to pay liquidated damages for delay in completion of Works.
- 16.3 Such action by the owner as aforesaid the termination of the contract under this clause shall not entitle the Contractor to reduce the value of the Contract Performance Guarantee nor the time thereof. The Contract Performance Guarantee shall be valid for the full value and for the full period of the Contract including guarantee period.
- 17.0 TERMINATION OF CONTRACT ON OWNER'S INITIATIVE**
- 17.1 The owner reserves the right to terminate the Contract either in part or in full due to reasons other than those mentioned under clause entitled Contractor's default. The Owner shall in such an event give fifteen (15) days' notice in writing to the Contractor of his decision to do so or can terminate same without giving any reason or time with immediate effect.
- 17.2 The Contractor upon receipt of such notice shall discontinue the work on the date and to the extent specified in the notice, make all reasonable efforts to obtain cancellation of all orders and contracts to the extent they are related to the work terminated and terms satisfactory to the owner, stop all further sub-contracting or purchasing activity related to the work terminated, and assist the owner in maintenance, protection, and disposition of the Works acquired under the Contract by the Owner.
- 17.3 In the event of such a termination the Contractor shall be paid compensation, equitable and reasonable, dictated by the circumstances prevalent at the time of termination.
- 17.4 If the Contractor is an individual or a proprietary concern and the individual or the proprietor dies and if the Contractor is a partnership concern and one of the partners dies then unless the Owner is satisfied that the legal representatives of the individual contractor or of the proprietor of the propriety concern and in the case of partnership, the surviving the partners, are capable of carrying out and completing the contract the Owner shall be entitled to cancel the contract as to is incomplete part without being in any way liable to payment of any compensation to the estate of deceased Contractor and/or to the surviving partners of the Contractor's firm on account of the cancellation of the Contract. The decision of the Owner that the legal representatives of the deceased Contractor or surviving partners of the Contractor's firm cannot carry out and complete the Contract shall be final; and binding on the parties. In the event of such cancellation the Owner shall not hold the estate of the deceased Contractor and/or the surviving partners of the estate of the deceased Contractor

and/or the surviving partners of the Contractor's firm liable to damage for not completing the Contract.

## **18.0 FRUSTRATION OF CONTRACT**

- 18.1 In the event of frustration of the Contract because of supervening impossibility in items of Section 56 of the Indian Contract Act, the parties shall be absolved of their responsibility to perform the balance portion of the Contract.
- 18.2 In the event of non-availability or suspension of funds for any reasons whatsoever (except for reason of willful or flagrant breach by the Owner and/or Contractor) then the works under the Contract shall be suspended.
- 18.3 In the event referred to in sub-clauses, the parties shall mutually discuss to arrive at reasonable settlement on all issued including amounts due to either party for the work already done on "quantum merit" basis which shall be determined by mutual agreement between the parties.

## **19.0 REGULATIONS OF LOCAL AUTHORITIES AND STATUTES**

- 19.1 The Contractor shall comply with all the rules and regulations of local authorities during the performance of his field activities. He shall also comply with the Minimum Wages Act, 1948 and the Payment of Wages Act (both of the Government of India) and the rules made thereunder in respect of any employee or workman employed or engaged by him or is Sub-Contractor.
- 19.2 All registration and statutory inspection fees, if any, in respect of his work pursuant to this Contract shall be to the account of the Contractor. However, any registration, statutory inspection fees lawfully payable under any statutory laws and its amendments from time to time during erection in respect of the equipment ultimately to be owned by the Owner, shall be to the account of the Owner. Should any such inspection or registration need to be re-arranged due to the fault of the Contractor or his Sub-Contractor, the additional fees to such inspection and/or registration shall be borne by the Contractor.

## **20.0 ACCESS TO SITE AND WORKS ON SITE**

- 20.1 Suitable access to the Site shall be afforded to the Contractor by the Owner in reasonable time.
- 20.2 In the execution of the Works, no person other than the Contractor or his duly appointed representative, Sub-Contractor and workmen, shall be allowed to do work on the site, except by the special permission, in writing of the Engineer or his representative.

## **21.0 CONTRACTOR'S SITE OFFICE ESTABLISHMENT**

- 21.1 The Contractor shall establish a Site Office at the Site and keep posted an authorized representative for the purpose of the Contract. Any written order or instruction of the Engineer or his duly authorized representative shall be communicated to the said authorized resident representative of the Contractor and the same shall be deemed to have been communicated to the Contractor at his legal address.

## **22.0 CO-OPERATION WITH OTHER CONTRACTORS**

- 22.1 The Contractor shall co-operate with all other Contractors or tradesmen of the owner, who may be performing other works on behalf of the Owner and the workmen who may be employed by the Owner and doing work in the vicinity of the Works under the Contract. The Contractor shall also so arrange to perform his work as to minimize, to the maximum extent possible, interference with the work of other Contractors and their workmen. Any injury or damage that may be sustained by the employees of the other Contractors and the Owner, due to the Contractor's work shall promptly be made good at the Contractor's own expense. The Engineer shall determine the resolution of any difference or conflict that may arise between the Contractor and other Contractors or between the Contractor and the workmen of the owner in regard to their work. If the work of the Contractor is delayed because of any acts of omission of another Contractor, the Contractor shall have no claim against the Owner on that account other than an extension of time for completing his Works.
- 22.2 The Engineer shall be notified promptly by the Contractor of any defects in the other contractor's works that could affect the Contractor's Works. The Engineer shall determine the corrective measures if any required to rectify this situation after inspection of the works and such decisions by the Engineer shall be binding on the Contractor.

## **23.0 DISCIPLINE OF WORKMEN**

- 23.1 The Contractor shall adhere to the disciplinary procedure set by the Engineer in respect of his employees and Workmen at Site. The Engineer shall be at liberty to object to the presence of any representative or employee of the Contractor at the Site, if in the opinion of the Engineer such employee has misconducted himself or is incompetent or negligent or otherwise undesirable and then the Contractor shall remove such a person objected to and provide in his place a competent.

## **24.0 CONTRACTOR'S FIELD OPERATION**

- 24.1 The Contractor shall keep the Engineer informed in advance regarding his field activity plans and schedules for carrying out each part of the works. Any review of such plan or schedule or method of work by the Engineer shall not relieve the Contractor of any of his responsibilities towards the field activities. Such reviews shall also not be considered as an assumption of any risk or liability by the Engineer or the Owner or any of his representatives and no claim of the Contractor will be entertained because of the failure or inefficiency of any such plan or schedule or method of work reviewed. The Contractor shall be solely responsible for the safety, adequacy and efficiency of plant and equipment and his erection methods.
- 24.2 The Contractor shall have the complete responsibility for the conditions of the work-site including the safety of all persons employed by him or his Sub-Contractor and all the properties under his custody during the performance of the work. This requirement shall apply continuously till the completion of the Contract and shall not be limited to normal working hours. The construction review by the Engineer is not intended to include review of Contractor's safety measures in, on or near the work site, and their adequacy or otherwise.



## **25.0 PROTECTION OF WORK**

- 25.1 The Contractor shall have total responsibility for protecting his works till it is finally taken over by the Engineer. No claim will be entertained by the owner or by the Engineer for any damage or loss to the Contractor's works and the Contractor shall be responsible for complete restoration of the damaged works to original conditions to comply with the specification and drawings, should any such damage to the Contractor's works occur because of any other party not being under his supervision or control. The contractor shall make his claim between the Contractor and the other party or parties concerned regarding the responsibility for damage to the contractor's works, the same shall be resolved as per the provisions of the Clause 28.0 above entitled "Cooperation with other Contractors". The Contractor shall not cause delay in the repair of such damaged works because of any delay in the resolution of such dispute. The Contractor shall proceed to repair the Work immediately and no cause thereof will be assigned pending resolution of such disputes.

## **26.0 EMPLOYMENT OF LABOUR**

- 26.1 The Contractor will be expected to employ on the work only his regular skilled employees with experience of his particular work. No female labour shall be employed after darkness. No person below the age of eighteen years shall be employed.
- 26.2 All traveling expenses including provisions of all necessary transport to and from Site, lodging allowances and other payments to the Contractor's employees shall be the sole responsibility of the Contractor.
- 26.3 The hours of work on the Site shall be decided by the Owner and the Contractor shall adhere to it. Working hours will normally be eight (8) hours per day – Monday through Saturday.
- 26.4 The Contractor's employees shall wear identification badges while on work at Site.
- 26.5 In case the Owner becomes liable to pay any wages or dues to the labour or any Government agency under any of the provisions of the Minimum Wages Act, Workmen Compensation Act, Contract Labour Regulation Abolition Act or any other law due to act of omission of the Contractor, the Owner may make such payments and shall recover the same from the Contractor's bills.

## **27.0 FACILITIES TO BE PROVIDED BY THE CONTRACTOR**

### **27.1 Tools, tackles and scaffoldings**

The Contractor shall provide all the construction equipment; tools tackles and scaffoldings required for pre-assembly, erection, testing and commissioning of the equipment covered under the Contract. He shall submit a list of all such materials to the Engineer before the commencement of pre-assembly at Site. These tools and tackles shall not be removed from the Site without the written permission of the Engineer.

## **27.2 First-Aid**

The Contractor shall provide necessary first-aid facilities for all his employees, representatives and workmen working at the Site. Enough number of Contractor's personnel shall be trained in administering first – aid.

## **27.3 Cleanliness**

The Contractor shall be responsible for keeping the entire area allotted to him clean and free from rubbish, debris etc. during the period of Contract. The Contractor shall employ enough number of special personnel to thoroughly clean his work-area at least once in a day. All such rubbish and scrap material shall be stacked or disposed in a place to be identified by the Engineer. Materials and stores shall be so arranged to permit easy cleaning of the area. In areas where equipment might drip oil and cause damage to the floor surface, a suitable protective cover of a flame resistant, oil proof sheet shall be provided to protect the floor from such damage.

## **28.0 SECURITY**

- 28.1 The Contractor shall have total responsibility for all equipment and materials in his custody/stores, loose, semi-assembled and/or erected by him at Site. The contractor shall make suitable security arrangements including employment of security personnel to ensure the protection of all materials, equipment and works from theft, fire, pilferage and any other damages and loss. All materials of the Contractor shall enter and leave the project Site only with the written permission of the Engineer in the prescribed manner.

## **29.0 CONTRACTOR'S AREA LIMITS**

- 29.1 The Engineer will mark-out the boundary limits of access roads, parking spaces, storage and construction areas for the Contractor and the Contractor shall not trespass the areas not so marked out for him. The Contractor shall be responsible to ensure that none of his personnel move out of the areas marked out for his operations. In case of such a need for the Contractor's personnel to work out of the areas marked out for him, the same shall be done only with the written permission of the Engineer.

## **30.0 CONTRACTOR'S CO-OPERATION WITH THE OWNER**

- 30.1 In case where the performance of the erection work by the Contractor affects the operation of the system facilities of the Owner, such erection work of the contractor shall be scheduled to be performed only in the manner stipulated by the Engineer and the same shall be acceptable at all times to the Contractor. The Engineer may impose such restriction on the facilities provided to the Contractor such as electricity, water etc. as he may think fit in the interest of the Owner and the Contractor shall strictly adhere to such restriction and co-operate with the Engineer. It will be the responsibility of the Contractor to provide all necessary temporary instrumentation and other measuring devices required during start-up and operation of the equipment systems which are erected by him. The Contractor shall also be responsible for flushing and initial filling of all the oil and lubricants required for the equipment furnished and erected by him, so as to make such equipment ready for operation. The Contractor shall be responsible for supplying such flushing oil and other lubricants unless otherwise specified elsewhere in the document and specification.

### **31.0 MATERIALS HANDLING AND STORAGE**

- 31.1 All the equipment furnished under the Contract and arriving at Site shall be promptly received, unloaded, transported and stored in the storage spaces by the Contractor.
- 31.2 Contractor shall be responsible for examining all the shipment and notify the Engineer immediately of any damage, shortage, discrepancy etc. for the purpose of Engineer's information only. The Contractor shall submit to the Engineer every week a report detailing all the receipts during the week. However, the Contractor shall be solely responsible for any shortages or damage in transit, handling and/or in storage and erection of the equipment at Site. Any demurrage, wharfage and other such charges claimed by the transporters, railway etc. shall be to the account of the Contractor.
- 31.3 The Contractor shall maintain an accurate and exhaustive record detailing out the list of all equipment received by him for the purpose of erection and keep such record open for the inspection of the Engineer-in-Charge.
- 31.4 I equipment shall be handled very carefully to prevent any damage or loss. No bare wire ropes; slings, etc. shall be used for unloading and/or handling of the equipment without the specific written permission of the Engineer. The equipment stored shall be properly protected to prevent damage either to the equipment or the floor where they are stored. The equipment from store shall be moved to the actual location at the appropriate time so as to avoid damage of such equipment at Site.
- 31.5 All electrical panels, control gears, motors and such other devices shall be properly dried by heating before they are installed and energized. Motor bearings, slip rings, commutators and other exposed parts shall be protected against moisture ingress and corrosion during storage and periodically inspected.
- 31.6 All the electrical equipment such as motors, generators, etc. shall be tested for insulation resistance at least once in three months from the date of receipt till the date of commissioning and a record of such measured insulation values maintained by the Contractor. Such records shall be open for inspection by the Engineer.
- 31.7 The Contractor shall ensure that all the packing materials and protection devices used for the various equipment during transit and storage are removed before the equipment are installed.
- 31.8 The consumable and other supplied likely to deteriorate due to storage must be thoroughly protected and stored in a suitable manner to prevent damage or deterioration in quality by storage.
- 31.9 All the materials stored in the open or dusty location must be covered with suitable weather-proof and flame proof covering material wherever applicable.
- 31.10 If the materials belonging to the Contractor are stored in areas other than those earmarked for him, the Engineer will have the right to get it moved to the area earmarked for the Contractor at the Contractor's cost.
- 31.11 The Contractor shall be responsible for making suitable indoor storage facilities to store all equipment which require indoor storage. Normally, all the electrical equipment such as

motors, control gear, generators, exciters and consumables like electrodes, lubricants etc. shall be stored in the closed storage space. The Engineer, in addition, may direct the Contractor to move certain other materials, which in his opinion will require indoor storage, so indoor storage areas which the contractor shall strictly comply with.

## **32.0 CONSTRUCTION MANAGEMENT**

- 32.1 The field activities of the Contractors Working at Site, will be coordinated by the Engineer and the Engineer's decision shall be final in resolving and disputes or conflicts between the Contractor and other Contractors and tradesmen of the owner regarding scheduling and co-ordination of work. Such decision by the Engineer shall not be a cause for extra compensation or extension of time for the Contractor.
- 32.2 The Engineer shall hold weekly meetings of all the Contractor's working at Site, at a time and place to be designated by the Engineer. The Contractor shall attend such meetings and take notes of discussions during the meeting and the decision of the Engineer and shall strictly adhere to those decisions in performing his works. In addition to the above weekly meeting, the Engineer may call for other meeting either with individual contractors or with selected number of Contractors and in such a case the Contractor if called, will also attend such meetings.
- 32.3 Time is the essence of the Contract and the Contractor shall be responsible for performance of his works in accordance with the specified construction schedule. If at any time, the Contractor is falling behind the schedule, he shall take necessary action to make good for such delays by increasing his work force or by working overtime or otherwise accelerate the progress of the work comply with the schedule and shall communicate such actions in writing to the Engineer, satisfying that his action will compensate for the delay. The Contractor shall not be allowed any extra compensation for such action.
- 32.4 The Engineer shall, however, not be responsible for provision of additional labour and/or materials or supply or any other services to the Contractor except for the coordination work between various Contractors as set out earlier.

## **33.0 FILED OFFICE RECORDS**

- 33.1 The Contractor shall maintain at his Site office up-to-date copies of all drawings, specifications and other Contract Documents and any other supplementary data complete with all the latest revisions thereto. The Contractor shall also maintain in addition the continuous record of all changes to the above Contract Documents, drawings, specifications, supplementary data, etc. effected at the field and on completion of his total assignment under the Contract shall incorporate all such changes on drawings and other engineer data to indicate as installed conditions of the equipment furnished and erected under the Contract. Such drawings and engineering data shall be submitted to the Engineer in required number of copies.

## **34.0 CONTRACTOR'S MATERIALS BROUGHT ON TO SITE**

- 34.1 The Contractor shall bring to Site all equipment, components, parts, materials, including construction equipment, tools and tackles for the purpose of the works under intimation to the Engineer. All such goods shall, from the time of their being brought vest in the Owner,

but may be used for the purpose of the Works only and shall not on any account be removed or taken away by the Contractor without the written permission of the Engineer. The Contractor shall nevertheless be solely liable and responsible for any loss or destruction thereof and damage thereto.

34.2 The owner shall have a lien on such goods for any sum or sums which may at any time be due or owing to him by the Contractor, under, in respect of or by reasons of the Contract. After giving a fifteen (15) days' notice in writing of his intention to do so, the Owner shall be at liberty to sell and dispose of any such goods, in such manner as he shall think fit include public auction or private treaty and to apply the proceeds in or towards the satisfaction of such sum or sum due as aforesaid.

34.3 After the completion of the Works, the Contractor shall remove from the Site under the direction of the Engineer, the materials such as construction equipment, erection tools and tackles, scaffolding etc. with the written permission of the Engineer. If the Contractor fails to remove such materials, with fifteen (15) days of issue of a notice by the Engineer to do so then the Engineer shall have the liberty to dispose of such materials as detailed under clause 23.2 above and credit the proceeds thereto to the account of the Contractor.

### **35.0 PROTECTION OF PROPERTY AND CONTRACTOR'S LIABILITY**

35.1 The Contractor shall be responsible for any damage resulting from his operations. He shall also be responsible for protection of all persons including members of public and employees of the Owner and the employees of other contractors and sub-contractors and all public and private property including structures, building, other plants and equipment and utilities either above or below the ground.

35.2 The Contractor will ensure provisions of necessary safety equipment such as barriers, sign-boards, warning lights and alarms, etc. to provide adequate protection to persons and property. The Contractor shall be responsible to give reasonable notice to the Engineer and the Owner of public or private property and utilities when such property and utilities are likely to get damaged or injured during the performance of his works and shall make all necessary arrangements with such owners, related to removal and/or replacement or protection of such property and utilities.

### **36.0 UNFAVOURABLE WORKING CONDITIONS**

36.1 The Contractor shall confine all his field operations to those works which can be performed without subjecting the equipment and materials to adverse effects during inclement weather conditions, like monsoon, storms, etc. and during other unfavorable construction conditions. No field activities shall be performed by the Contractor under conditions which might adversely affect the quality and efficiency thereof, unless special precautions or measures are taken by the Contractor in a proper and satisfactory manner in the performance of such Works with the concurrence of the Engineer. Such unfavorable construction conditions will in no way relieve the Contractor of his responsibility to perform the Works as per the Schedule.

## **37.0 PROTECTION OF MONUMENTS AND REFERENCE POINTS**

- 37.1 The Contractor shall ensure that any finds such as relic, antiquity, coins, fossils, etc. which may come across during the course of performance of his Works either during excavation or elsewhere, are properly protected and handled over to the Engineer. Similarly, the Contractor shall ensure that the bench marks, reference points, etc., which are marked either with the help of Engineer or by the Engineer shall not be disturbed in any way during the performance of his Works. If, any work is to be performed which disturb such reference the same shall be done only after these are transferred to other suitable locations under the direction of the Engineer. The Contractor shall provide all necessary materials and assistance for such relocation of reference points etc.

## **38.0 WORK & SAFETY REGULATIONS**

- 38.1 The Contractor shall ensure proper safety of all the workmen, materials plant and equipment belonging to him or to PVVNL or to others, working at the Site. The Contractor shall also be responsible for provision of all safety notices and safety equipment required both the by relevant legislations and the Engineer as he may deem necessary
- 38.2 The Contractor will notify well in advance to the Engineer of his intention to bring to the Site any container filled with liquid or gaseous fuel or explosive or petroleum substance or such chemicals which may involve hazards. The Engineer shall have the right to prescribe the conditions, under which such container is to be stored, handled and used during the performance of the works and the Contractor shall strictly adhere to and comply with such instructions. The Engineer shall have the right at his sole discretion to inspect any such container or such construction plant/equipment for which material in the container is required to be used and if in his opinion, its use is not safe, he may forbid its use. No claim due to such prohibition shall be entertained by the Owner and the Owner shall not entertain any claim of the Contractor tower is additional safety provisions/conditions to be provided for/constructed as per the Engineer's instructions.
- 38.3 Further, any such decision of the Engineer shall not, in any way, absolve the Contractor of his responsibilities and in case, use of such a container or entry thereof into the Site area is forbidden by the Engineer, the Contractor shall use alternative methods with the approval of the Engineer without any cost implication of PVVNL or extension of work schedule.
- 38.4 Where it is necessary to provide and/or store petroleum products or petroleum mixtures and explosives, the Contractor shall be responsible for carrying out such provision and/or storage in accordance with the rules and regulations laid down in Petroleum Act 1934, Explosives Act, 1948, and Petroleum and Carbide of Calcium Manual published by the Chief Inspector of Explosives of India. All such storage shall have prior approval of the Engineer. In case, any approvals are necessary from the Chief Inspector (Explosives) or any statutory authorities, the Contractor shall be responsible for obtaining the same.
- 38.5 All equipment used in construction and erection by Contractor shall meet Indian/International Standards and where such standards do not exist, the Contractor shall ensure these to be absolutely safe. All equipments shall be strictly operated and maintained

by the Contractor in accordance with manufacturer's operation Manual and safety instruction and as per Guidelines/Rules of PVVNL in this regard.

- 38.6 Periodical Examinations and all tests for all lifting/hoisting equipment & tackles shall be carried-out in accordance with the relevant provisions of Factories Act 1948, Indian Electricity Act 1910 and associated Laws/Rules in force from time to time. A register of such examinations and tests shall be properly maintained by the Contractor and will be promptly produced as and when desired by the Engineer or by the person authorized by him.
- 38.7 The Contractor shall be fully responsible for the safe storage of his and his sub-contractor's radioactive sources in accordance with BARC/DAE Rules and other applicable provisions. All precautionary measures stipulated by BARC/DAE in connection with use, storage and handling of such material will be taken by Contractor.
- 38.8 The Contractor shall provide suitable safety equipment of prescribed standard to all employees and workmen according to the need, as may be directed by the Engineer who will also have right to examine these safety equipment to determine their suitability, reliability, acceptability and adaptability.
- 38.9 Where explosives are to be used, the same shall be used under the direct control and supervision of an expert, experienced, qualified and competent person strictly in accordance with the Code of Practices/Rules framed under Indian Explosives Act pertaining to handling, storage and use of explosives.
- 38.10 The Contractor shall provide safe working conditions to all workmen and employees at the Site including safe means of access, railings, stairs, ladders, scaffoldings, etc. The scaffoldings shall be erected under the control and supervision of an experienced and competent person. For erection, good and standard quality of material only shall be used by the Contractor.
- 38.11 The Contractor shall not interfere or disturb electric fuses, wiring and other electrical equipment belonging to the Owner or other contractors under any circumstances, whatsoever, unless expressly permitted in writing by PVVNL to handle such fuses, wiring or electrical equipment.
- 38.12 Before the Contractor connects any electrical appliances to any plug or socket belonging to the other Contractor or Owner, he shall:
- a) Satisfy the Engineer that the appliance is in good working condition:
  - b) Inform the Engineer of the maximum current rating, voltage and phases of the appliances;
  - c) Obtain permission of the Engineer detailing the sockets to which the appliances may be connected.
- 38.13 The Engineer will not grant permission to connect until he is satisfied that;
- a) The appliance is in good condition and is fitted with suitable plug;

- b) The appliance is fitted with a suitable cable having two earth conductors, one of which shall be an earthed metal sheath surrounding the cores.
- 38.14 No electric cable in use by the Contractor/Owner will be disturbed without prior permission. No weight of any description will be imposed on any cable and no ladder or similar equipment will rest against or attached to it.
- 38.15 No repair work shall be carried out on any live equipment. The equipment must be declared safe by the Engineer and a permit to work shall be issued by the Engineer before any repair work is carried out by the Contractor. While working on electric lines/equipment whether live or dead, suitable type and sufficient quantity of tools will have to be provided by Contractor to electricians/workmen/officers.
- 38.16 The Contractors shall employ necessary number of qualified, full time electricians/Electrical Supervisors to maintain his temporary electrical installations.
- 38.17 The Contractor employing more than 250 workmen whether temporary, casual, probationer, regular or permanent or on contract, shall employ at least one full time officer exclusively as safety officer to supervise safety aspects of the equipment and workmen, who will coordinate with the Project Safety Officer. In case of work being carried out through sub-contractors, the sub-contractor's workmen/employees will also be considered as the Contractor's employees/workmen for the above purpose.
- The name and address of such Safety Officer of Contractor will be promptly informed in writing to Engineer with a copy of Safety Officer before he starts work or immediately after any change of the incumbent is made during currency of the Contract.
- 38.18 In case any accident occurs during the construction/erection or other associated activities undertaken by the Contractor thereby causing any minor or major or fatal injury to his employees due to any reason, whatsoever, it shall be the responsibility of the Contractor to promptly inform the same to the Engineer in prescribed form and also to all the authorities envisaged under the applicable laws.
- 38.20 The Engineer shall have the right at his sole discretion to stop the work, if in his opinion the work is being carried out in such a way that it may cause accidents and endanger the safety of the persons and/or property, and/or equipment. In such cases, the Contractor shall be informed in writing about the nature of hazards and possible injury/accident and he shall comply to remove short-comings promptly. The Contractor after stopping the specific work can, if felt necessary, appeal against the order of stoppage of work to the Engineer within 3 days of such stoppage or work and decision of the Engineer in this respect shall be conclusive and binding on the Contractor.
- 38.21 The Contractor shall not be entitled for any damages/compensation for stoppage of work due to safety reasons as provided in para 28.18 above and the period of such stoppage of work will not be taken as an extension of time for completion of work and will not be the ground for waiver of levy of liquidated damages.
- 38.22 It is mandatory for the Contractor to observe during the execution of the works, requirements of safety rules which would generally include but not limited to following:



**Safety Rules:**

- a) Each Employee shall be provided with initial indoctrination regarding safety by the Contractor, so as to enable him to conduct his work in a safe manner.
- b) No employee shall be given a new assignment of work unfamiliar to him without proper introduction as to the hazards incident thereto, both to himself and his fellow employees.
- c) Under no circumstances shall an employee hurry or take unnecessary chance when working under hazardous conditions.
- d) Employees must not leave naked fires unattended. Smoking shall not be permitted around fire prone areas and adequate fire fighting equipment shall be provided at crucial locations.
- e) Employees under the influence of any intoxicating beverage, even to the slightest degree shall not be permitted to remain at work.
- f) There shall be a suitable arrangement at every work site for rendering prompt and sufficient first aid to the injured.
- g) The staircases and passageways, shall be adequately lighted.
- h) The employees when working around moving machinery must not be permitted to wear loose garments. Safety shoes are recommended when working in shops or places where materials or tools are likely to fall. Only experienced workers shall be permitted to go behind guard rails or to clean around energized or moving equipment.
- i) The employees must use the standard protection equipment intended for each job. Each piece of equipment shall be inspected before and after it is used.
- j) Requirements of ventilation in underwater working to licensed and experienced divers, use of gum boots for working in slushy or in inundated conditions are essential requirements to be fulfilled.
- k) In cases of rock excavation blasting shall invariably be done through licensed blasters and other precautions during blasting and storage/transport of charge material shall be observed strictly.

38.23 The Contractor shall follow and comply with all PVVNL Safety Rules, relevant provisions of applicable laws pertaining to the safety of workmen, employees, plant and equipment as may be prescribed from time to time without any demur, protest or contest or reservation. In case of any discrepancy between statutory requirement and PVVNL Safety Rules referred above, the later shall be binding on the Contractor unless the statutory provisions are more stringent.

**39.0 OWNER SUPPLIED MATERIALS**

39.1 The list of equipment owned by PVVNL and existing in various substations which are to be dismantled, transported and re-erected elsewhere is given in the technical specification. The Contractor shall provide the services for dismantling, loading, transportation, unloading, handling, erection, testing and commissioning of the above equipment. The bidder shall quote their charges for the above services under the head of "Erection charge" in the

relevant price schedule. All special tools, tackled, cranes etc. required for the above shall be arranged by the Contractor at his cost. The likely date of dismantling of the equipment at the existing substation site shall be incorporated in the PERT Network.

## FORM OF GUARANTEE BOND FOR 10% SECURITY

In consideration of the Pashchimanchal Vidyut Vitran Nigam Limited (hereinafter called "The **Managing Director, Pashchimanchal Vidyut Vitran Nigam Ltd., Urja Bhawan, Victoria Park, Meerut-250001**") having agreed to exempt ..... (hereinafter, called "The Contractor's") from the demand, under the terms and conditions of Agreement date ..... made between ..... and ..... for ..... (hereinafter called "the said agreement") of (s) of security deposit for the due fulfillment by the said contractor (s) of the terms and conditions contained in the said agreement, on production of bank guarantee for Rs. .... (Rupees ..... only) we ..... bank Ltd., (hereinafter referred to as "the Bank") do hereby undertake to pay the **Managing Director, Pashchimanchal Vidyut Vitran Nigam Ltd., Urja Bhawan, Victoria Park, Meerut-250001** an amount (through RTGS) not exceeding Rs. .... against any loss or damage caused to or suffered or would be caused to or suffered by the PVVNL by reason of any breach by said contractor (s) of the terms and conditions contained in the said agreement.

2. We ..... Bank Ltd. do hereby undertake to pay the amounts due and payable under this guarantee without any demur merely on demand from the PVVNL stating that the amount claimed is due by way of loss or damage cause to or would be caused to or suffered by the PVVNL by reason of any breach by the said contractor's(s) failure to perform the said Agreement. Any such demand made on bank shall be conclusive as regards the amount due and payable by the Bank under the guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding of Rs. ....

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

4. We ..... Bank Ltd. further agree with the PVVNL that the PVVNL shall have the fullest liberty without affecting in any manner of obligations hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said contractor (s) from time to time or to postpone for any time from time to time any of the powers exercisable by the PVVNL against the said contractor (s) and to for bearer or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension or extension (s) being granted to the said contractor or for any forbearance, act or omission on the part of the PVVNL or any indulgence by the PVVNL to the said contractor (s) or by any such matter or thing whatsoever which under the Law relating to sureties would but for this provision have effect of so relieving us.

5. We ..... Bank Ltd., lastly undertake not to revoke this guarantee during its currency except with the previous consent of the PVVNL in writing.

6. Notwithstanding any thing contained above, the liability of the guarantee hereunder is restricted to the said sum of Rs. .... and this guarantee shall expire on the day ..... and this guarantee shall expire on the day ..... Of 20 ..... Unless a claim under the guarantee is filled with the guarantor within six months of such date. All claims shall lapse and the guarantor shall be discharged from the guarantee.

7. We ..... (Name of Bank) lastly undertake to pay to the Government PVVNL any Money so demanded notwithstanding any dispute or disputes raised by the contractor(s) / supplier(s) in any suit or proceeding pending before any court or Tribunal relating arbitration thereto or liability under this present being absolute and unequivocal.

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

Date ..... day of ..... 20 .....

for ..... Bank Ltd.

**PROFORMA OF SELF DECLARATION –  
BLACKLISTING/DEBARRING ACTION/LITIGATION**

Name of the Bidder: .....

e-Tender Notice No: .....

Sir,

1. I/We, the undersigned do hereby declare that. I/We have never failed to perform satisfactorily in any work of UPPCL/ Govt. Of Uttar Pradesh /Central Govt./ in any Govt. funded Project during last three financial years (and the current financial year) and / or I/We do not stand currently debarred/blacklisted and not have any pending litigation with UPPCL with regards to any project/works or related activity by any of the Electricity Transmission Utility / Generation Utility /UPPCL/Govt. Of Uttar Pradesh/ Central Govt. of India.
2. Further, I/We, the undersigned do hereby declare that I/We have not been declared as Insolvent or referred to National Company Law Tribunal (NCLT) under the Insolvency and Bankruptcy Code (IBC), 2016.
3. In the event any information is found out contrary to the above either during the finalization of the tender or during the execution of the contract. My/Our bid/ contract shall be liable for rejection/ cancellation / termination without any notice with forfeiture of EMD/ CPBG at the sole discretion of UPPCL.

Your faithfully,

Place :

Date :

Signature of the bidder

With seal

## **GENERAL AND SPECIAL CONDITIONS OF CONTRACT**

### **GENERAL CONDITIONS OF CONTRACT**

#### **1. INTRODUCTION**

PVVNL envisages engaging an external agency with sufficient experience, technical competence & expertise, financial strength and related infrastructure facilities for Providing Comprehensive Annual Maintenance of 02 nos. 200 KVA (Extendable upto 250 KVA) UPS installed at DR Center at Sector-58, Noida.

#### **2. CLARIFICATION ON BID DOCUMENTS**

The prospective bidders may obtain any clarification regarding the bid document by writing or faxing to: -

Superintending Engineer (IT),  
PVVNL  
Meerut  
Email id: se.it@pvvnl.org

Clarification given in reply to any of the prospective bidders shall be addressed to all the agencies that have purchased the bid documents.

The bidder is advised in his own interest, to examine the bid documents' instruction forms, terms and general information. Failure to submit information, which is essential to evaluate an applicant's bid or submission of bid not substantially responsive to the bid document, may result in disqualification of the bid.

#### **3. PRE QUALIFYING CONDITIONS**

The bidder must possess the following requirements. *It is clarified that the offer of those bidders who do not qualify the following requirements shall not be entertained and the same shall be considered as disqualified.* It is also intimated that merely meeting the following requirements does not indicate that the bidders shall be short listed for opening of financial bid. The short listing shall be made considering all the technical parameters furnished by the bidder along with the technical offer:

**The bidder must possess the following requirements. It is clarified that the offer of those bidders who do not qualify the following requirements shall not be entertained and the same shall be considered as disqualified.**

S. No.	Basic Requirements	Specific Requirements	Documents Required	Compliance (Yes/No)	Page no (if yes)
1	Mandatory Undertaking	The bidder shall not have been blacklisted / banned/declared ineligible / declared having dissatisfactory performance by any State/ Central Government or PSU Organization or bilateral/multilateral funding agencies or quasi-government for breach of ethical conduct or fraudulent practices as on date of	The bidder should certify/declare the same in unequivocal terms by way of an affidavit on Rs. 10 stamp paper duly sworn before a		

		submission of the proposal. There should not be any criminal cases registered against the bidder in any Court of Law in India	Magistrate/ Notary. The affidavit must be issued within 03 months before the Part-1 opening. (Proforma enclosed)		
2	EMD	Earnest Money Rs. 19,500.00 transfer through RTGS/ NEFT.	Self-signed/ Digitally Uploaded copy of UTR No., Pay Slip Copy, Bank confirmation copy.		
3	Tender Fee	Tender Fee Rs. 3,540.00 transfer through RTGS/ NEFT.	Self-signed/ Digitally Uploaded copy of UTR No., Pay Slip Copy, Bank confirmation copy.		
4	Tax registration	The bidder should have a registered number of: a) GSTN where his business is located b) PAN number	<ul style="list-style-type: none"> <li>• GST registration Certificate/ Number Copy</li> <li>• PAN Card copy</li> </ul>		
5	Financial: Turnover	The bidder should have Minimum Average Annual Turnover of Rs. 9.75 Lakh in the best 3 financial years out of five financial years i.e., out of 2018-19, 2019-20, 2020-21, 2021- 22, 2022-23	CA Certificate or Audited balance sheets for the best 3 financial years out of last five financial years UDIN No. should be mentioned on CA Certificate/ audited statement		
6	Net worth	Net Worth of financial year 2022-23 should be positive.	CA Certificate or Audited financial statements for the financial year 2022-23. UDIN No should be mentioned on CA Certificate/ audited statement.		
7	Technical Capability	<p>Bidder should have successfully completed similar nature of work having minimum order value of 80% of Estimated Cost in the last 3 financial year</p> <p>OR</p> <p>Should have successfully completed similar nature of work in two orders, having minimum order value of 50% of estimated cost each in the last 3 financial year</p> <p>OR</p> <p>Should have successfully completed similar nature of work in three orders, having minimum order value of 40% of estimated cost each in the last 3 financial year.</p>	Work Order/ Contract copies with Copy of Client Certification for successful completion mentioning Order PO/ LOA Details.		

8	Solvency	The bidder should have minimum solvency of Rs 5 Lakh or credit facility for the same from Nationalized/ Scheduled bank.	Certificate from the bank (should be issued in the last 06 months from the date of bid Part-1 opening).		
9	Authorization Certificate	Bidder should be authorized partner of OEM or OEM itself i.e. M/s Autometer Alliance Ltd.	Authorization certificate/ Technical Support Letter from OEM		
10	Legal Entity	A) The bidder should be a Proprietorship firm duly registered OR B) A company registered under Indian Companies Act, 1956/ 2013 OR C) A partnership firm registered under Indian Partnership Act, 1932. OR D) A Limited Liability Partnership (LLP) firm registered under LLP Act 2008	Duly attested copies of certificate of Incorporation and certificate of Commencement of business issued by the Registrar of Companies are to be submitted. (Note: In case of proprietorship/ partnership a self-certified declaration regarding the non-applicability of registration to any Act should be submitted by the bidder)		

**Complete Bid is to be numbered. Prequalifying Documents should be properly indexed and specific page number validating the claim and relevant document. In the absence of same the bid may be summarily rejected.**

#### **4. SITE VISITS**

The bidder may in his own interest, before submitting his bid, examine the system used in PVVNL. Bidder can examine present system, forms used, report generated etc at any working day at above mention office. No claim for change in the bid or terms and condition of the contract shall be entertained on the ground that the conditions are different from what were contemplated.

#### **5. AMENDMENTS TO BID DOCUMENT**

At any time prior to the last date for submission of bid as well as designated date for opening of Part-II price bid, PVVNL may for any reason, whether of its own or by way of clarification given at the request of prospective bidder, modify the bid document by issue of amendment which shall form part of it.

The amendment(s) shall be sent in writing to prospective bidders, who shall return one copy of it duly signed with their bid. Suitable extension to the due date, if considered necessary will be allowed to afford reasonable time to take into account, such amendments.

#### **6. DEVIATION FROM BID DOCUMENTS**

The bid offer must include a separate statement indicating deviations from the bid documents as per format given below. The proposed deviations from the bid documents if accepted by PVVNL shall become binding on the bidder. Unless the proposed deviations from the bid



document are specifically mentioned, the specifications, terms and conditions as per this document will become binding to be bidder.

**Schedule of Deviations**

Sl. No.	Bid /Document Section Number	Reference Clause Number	Deviation Proposed

**7. FILLING OF BID**

- (i) Figure should be given both in number and words. All cutting and overwriting should be duly signed and attested.
- (ii) All general and special conditions given in the specification along with general conditions of standard form 'A' of PVVNL shall be binding on the tenderer.
- (iii) The tender shall be accepted only on the proforma being supplied **with these specifications. Any tender in other prescribed proforma shall be summarily rejected.**

**8. PART-1: QUALIFICATION DETAILS & GUARANTEED PARTICULARS**

To  
SUPERINTENDING ENGINEER,  
(IT), PVVNL,  
MEERUT

**Subject: - For Work of Comprehensive Annual Maintenance of 02 nos. 200 KVA (Extendable upto 250 KVA) UPS installed at DR Center at Sector-58, Noida.**

Dear Sir,

**We have perused the bid document for engagement of agency for Work of Comprehensive Annual Maintenance of 02 nos. 200 KVA (Extendable upto 250 KVA) UPS installed at DR Center at Sector-58, Noida.**

**The details asked for are being furnished as under: -**

**1.0 Name and Communication Details**

- 1.1 Full Legal Name of the Firm
- 1.2 Registered Office Address
- 1.3 Address for Correspondence
- 1.4 Telegraphic Address
- 1.5 Telephone No.
- 1.6 E-Mail
- 1.7 Facsimile
- 1.8 Authorized Person to be contacted
- 1.9 Names & Address of the Proprietors/Partners

**2.0 Status**

Is The bidder:  
Indian Resident

Indian Company

Nature/status of firm (Whether sole Proprietary/Partnership/Private Ltd./Public Ltd.

**3.0 Organizational Capabilities**

3.1 Field organization and resources for Work of Comprehensive Annual Maintenance of 02 nos. 200 KVA (Extendable upto 250 KVA) UPS installed at DR Center at Sector-58, Noida.

**3.2 Qualification and experience of personnel at different levels.**

**4.0 Financial details for prequalification as per Pre-Qualifying Condition.**

Enclose copies of Audited Balance Sheet and Profit and Loss Accounts.

Share Capital at the time of formation

- a. Authorized
- b. Paid-up

4.3 Share Capital at present

- a. Authorized
- b. Paid-up

4.4 Cash Flow statement.

Statement of deviation from the bid document

Enclosed power of attorney/board resolution in favour of authorized signatory of the bid.

Details of earnest money for Rs. .... and enclosed the same herewith.

**Validity:** 180 days from date of opening of bid part-II

**Other Details**

Whether offer has been made to any other state/undertaking for similar venture

If yes, Name and details of the venture

Total resources involved

Mode of raising finance

Current status of Venue

Any other information bidder may like to highlight.

We understand the PVVNL reserves the right to invite detailed proposal from any entrepreneur company irrespective of the fact whether the company or entrepreneur has been pre-qualified or not at the sole discretion of the PVVNL. We also understand that the PVVNL reserves the right to reject any or all of the bids without assigning any reason thereof. We agree to abide by all the conditions governing the bids and decision of the PVVNL.

**Yours faithfully,**

***Name***

***Seal and Date:***

***(Authorized Signatory)***

**9. PART II: FINANCIAL OFFER**

The financial offer shall be submitted e-tendering only

**10. BID VALADITY**

Bids must remain valid for acceptance for a period of 180 days after the date of opening of Part-II of the bid. PVVNL may request for suitable extension. If the day up to which the bid is to remain valid is a holiday, the offer shall remain valid up to the next working day.

**11. LATE BID**

Any bid received after the deadline for submission shall be rejected and shall be returned unopened to the bidder.

**12. MODIFICATION OR WITHDRAWAL OF BID**

The bidder may modify or withdraw his bid after submission provided that the details of modification or notice of withdrawal is received in writing prior to the due date of submission of Part-I of the bid.

The bidder's notice and details of withdrawal or modification shall be prepared, sealed, marked and delivered in accordance with the methodology for submission of bids, with envelopes marked "Modification" or "Withdrawal" as appropriate.

No bid may be modified subsequent to the deadline for submission of bids, except for submission of clarification or information called by PVVNL.

**13. BID OPENING AND EVALUATION:**

**Part-I of the bids shall be opened through e tender process on the prescribed time and date, including submissions made pursuant in the office of the Superintending Engineer (IT), Victoria Park, PVVNL, Meerut in the presence of bidders of their authorized representative who chooses to be present. If the opening date is a holiday, the bid shall be opened on the next working day at the same place and time unless notified otherwise.**

At the opening of Part-I or II of the bids, Superintending Engineer (IT) may announce the bidder's details, as it may consider appropriate.

The date and time for opening Part-II of the Bid containing financial offer will be intimated to the bidders short-listed by Superintending Engineer (IT) in due course on the basis of evaluation of Part-I of bid.

Part-II bids of the bidders not short listed shall not be opened (e-tendering). Only the short-listed bidders or their representative(s) may attend Part Bid-II opening.

**14. CLARIFICATION OR MODIFICATION OF BIDS SUBMITTED**

To assist in the examination, evaluation and comparison of bids, PVVNL may ask bidders individually for clarification, in writing. No change(s) in the substance of the bid shall be permitted except as required to confirm the correction of any type of typographical error(s).

## **15. SIGNING OF AGREEMENT**

The successful bidder shall, on receipt of Letter of Award (LOA), enter into a contract with Superintending Engineer (IT), PVVNL, Meerut by jointly signing an Agreement. The Agreement shall be executed within fifteen days thereafter. The person signing the Agreement must be duly authorized by the bidder.

## **16. SUBLETTING OF CONTRACT**

The Contractor shall not assign or sublet the contract / work to any other party/ person without prior written approval from the Engineer of the contract.

## **17. CONDUCT OF BIDDER STAFF**

If any of the bidder staff / Employee shall in the opinion of PVVNL is guilty of the misconduct or incompetence or negligence, then if so directed by PVVNL the bidder shall at once remove such employee and replace him by a qualified and competent substitute for the aforesaid work.

## **18. GENERAL**

In case of ambiguous or contradictory terms and conditions mentioned in the bid, interpretations as made by PVVNL shall be final and binding on all parties.

PVVNL reserves the right to amend the nature or scope of the proposed contract, reject or accept any bid, cancel the bid process or/and reject all applications.

PVVNL shall neither be liable for any action nor be under any obligation to inform the bidders of the grounds for any of its actions.

The General Condition of Contract Form “A” shall be applicable to this tender.

## **19. Non-transferable Tender**

This tender document is not transferable. Only the bidder, who has purchased this tender form, is entitled to quote.

## **20. No Commitment to Accept Lowest or Any Tender**

PVVNL/UPPCL shall be under no obligation to accept the lowest or any other offer received in response to this tender notice and shall be entitled to reject any or all offers including those received late or incomplete offers, without assigning any reason whatsoever. PVVNL/UPPCL reserves the right to make any changes in the terms and conditions of purchase. PVVNL/UPPCL will not be obliged to meet and have discussions with any bidder, and or to listen to any representations.

## **21. Costs & Currency**

a. The price shall be firm and binding without any escalation whatsoever inclusive of any other charges of whatever nature, current or future but excluding the Tax payable to the Government b. The prices should be in Indian Rupees.

- c. No escalation in price on any ground will be permitted, even if the cause of escalation is due to government guidelines or regulations or rule or act or any administrative fiat by whatever nature called.
- d. The Price quoted should include all the costs involved for user licenses, features, software subscription and maintenance of the Hardware, updation and upgradation of all software during the tenure.

## **22. Acceptance Tests**

At the discretion of the PVVNL/UPPCL, acceptance test will be conducted in the presence of the officials of PVVNL/UPPCL and / or its nominated consultants. The tests will check for trouble-free operation of the complete system for ten consecutive days apart from physical verification and testing. It will be the bidder / vendor's responsibility to facilitate the acceptance test. There shall not be any additional charges payable by PVVNL/UPPCL for carrying out this acceptance test.

## **23. Liquidated Damages**

If the successful bidder fails to deliver any or all of the Goods or perform the Services within the time period(s) specified in the Contract, the PVVNL/UPPCL shall, without prejudice to its other remedies

under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to Rs. 5000/- per day; until actual delivery or performance and the maximum deduction is 10% of the overall contract price. Once the maximum is reached, the PVVNL/UPPCL may consider termination of the contract.

The liquidated damages are pre-estimates of the loss or damage that may be sustained by PVVNL/UPPCL. Once the maximum deduction is reached, the PVVNL/UPPCL may consider termination of the Contract

## **24. Hardware (system) Failure**

Any equipment having a hardware failure on four or more occasions in a quarter shall be replaced by equivalent new equipment by the bidder and that should be informed to the PVVNL/UPPCL

## **25. Indemnity**

The successful bidder shall indemnify, protect and save PVVNL/UPPCL against all claims, losses, costs, damages, expenses, action suits and other proceedings resulting from infringement of any patent, trademarks, copyrights etc. or such other statutory infringements in respect of all the hardware / software / network equipment etc. supplied by him. The successful bidder shall also indemnify, protect and save PVVNL/UPPCL against all claims, losses, costs, damages, expenses, action suits and other proceedings resulting from any fraudulent or negligent acts or omissions of or misrepresentation by the Business Correspondents.

The successful bidder shall abide by and follow all provisions of labour laws and other legal rules and formalities of respective locations / state in appointment and conducting of the Business Correspondents.

## **26. Publicity**

Any publicity by the bidder in which the name of PVVNL/UPPCL is used, shall be done only with the explicit written permission of the PVVNL/UPPCL.

## **27. Guarantees**

Bidder should guarantee that the systems delivered to PVVNL/UPPCL are in good working condition. In case of software, the bidder should guarantee that the software supplied to PVVNL/UPPCL is licensed and legally obtained. All hardware and software must be supplied with their original and complete printed documentation.

## **28. Force Majeure**

The bidder shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure. For purposes of this Clause, "Force Majeure" means an event beyond the control of the Bidder and not involving the bidder's fault or negligence and not foreseeable. Such events may include, but are not limited to, Acts of God or of public enemy, acts of Government of India in their sovereign capacity, acts of war, and acts of PVVNL/UPPCL either in fires, floods, strikes, lock-outs and freight embargoes.

If a Force Majeure situation arises, the Bidder shall promptly notify PVVNL/UPPCL in writing of such conditions and the cause thereof within twenty calendar days. Unless otherwise directed by PVVNL/UPPCL in writing, the Bidder shall continue to perform its obligations under the Contract as far as it is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

In such a case, the time for performance shall be extended by a period not less than the duration of such delay. If the duration of delay continues beyond a period of three months, PVVNL/UPPCL and the bidder shall hold consultations with each other in an endeavor to find a solution to the problem. Notwithstanding above, the decision of PVVNL/UPPCL shall be final and binding on the bidder.

## **29. Audit**

The PVVNL/UPPCL has the discretion to conduct audit of entire functioning of the Solution at a periodicity solely decided by the PVVNL/UPPCL. The audit will be conducted by either PVVNL/UPPCL officials or any firm / individual appointed by the PVVNL/UPPCL for the purpose. The bidder is expected to cooperate, coordinate the conduct and compliance of the audit and its observations.

## **30. Non-Disclosure Agreement**

The Vendor shall hold all information about this tender and / or information gathered about the PVVNL/UPPCL through this process in strict confidence with the same degree of care with which the Vendor protects its own confidential and proprietary information. The vendor shall restrict disclosure of the Information solely to its employees, agents and contractors on a need to know basis and advise those persons of their obligations hereunder with respect to such Information.

To use the Information only as needed for the purpose solely related to this Project; Except for the purpose of execution of this Project, not disclose or otherwise provide such information or knowingly

allow anyone else to disclose or otherwise provide such Information. The Vendor shall not disclose any information to parties not involved in supply of the products and services forming part of this order and disclosure of information to parties not involved in supply of the products and services forming part of this order will be treated as breach of trust and invite legal action. This will also mean termination of the contract and disqualification of the vendor in any future tendering process of the PVVNL/UPPCL.

## **Scope of work**

**For Work of Comprehensive Annual Maintenance of 02 nos. 200 KVA (Extendable up to 250 KVA) of UPS make AAL having model no Alpha 3-3 installed at DR Center at Sector-58, Noida.**

### **Ratings: -**

1. Input voltage 380/400/415V (3ph +N+PE)
2. Output Voltage is 380/400/415, 3ph with the output frequency 50Hz/60Hz+/-0.1%

Comprehensive maintenance of 200 KVA capacity online sine wave UPS having digital signal processing technology IGBT rectifier and inverter with inbuilt isolation transformer for redundancy true online UPS having static bypass/ manual bypass arrangement etc. as per manufacturer specification by visiting the site, as per requirement, with the staff and on breakdown of equipment or as and when required etc. i.e. replacement of all defective parts other than the battery as per actual requirement at site complete as required.

- a) General checking as required.
- b) Checking of MCBs, transformer, instruments, control, PCBs, wiring terminals etc.
- c) Re-commissioning.
- d) Putting unit on battery load for checking the units backup time on batteries.
- e) Breakdown calls are to be attended as per defined SLA.
- f) If unit is required to have major repairs or overhauling, a standby unit is to be placed by the firm free of cost for the period of repairs of the unit.
- g) All cost of parts to be replaced shall be under AMC and thus nothing extra will be paid on account of cost, cartage and taxes etc.

**Service Provider will provide the following services to Customer under Agreement:**

### **(1) Breakdown Maintenance:**

1. This is to be carried out in the event of malfunction, which prevent the operation of the equipment.
2. Work to be carried out during the service coverage time as per the Agreement.
3. Breakdown Maintenance includes faultfinding, repair or replacement of defective parts and functional checking

### **(2) Service Level Agreement**

1. Guaranteed 2-4 hour on-site response, 7days/week, 24 hours/day, within 50 kms of Services' Service Center
2. Includes 100% parts coverage & Unlimited Break Down calls
3. Includes 100% labor and travel coverage 7 days/week, 24 hours/day
4. Performed by trained Engineers/Technicians
5. Includes Four nos of Pre-Scheduled Quarterly Preventive Maintenance Service each year.



No.	Place	Initial Response Time	Target	Penalty	Issue Resolution Time	Target	Penalty
1	DR	4 Hrs	Within SLA	No Penalty	1 Working Day	Within SLA	No Penalty
			4 Hrs – 8 Hrs	0.25% of quarterly maintenance cost		1-2 Working Days	0.5% of quarterly maintenance cost of effected items
			8 Hrs – 12 Hrs	0.5% of quarterly maintenance cost		2- 3 Working Days	1.0% of quarterly maintenance cost of effected items
			>12 Hrs	1% of quarterly maintenance cost		> 3 Working Days	2.0% of quarterly maintenance cost of effected items

### **TERMS OF PAYMENT**

Payment will be done on quarterly basis with subject to the availability of fund.

#### **A. SUPPLY PORTION PRICE:**

- i) **ADVANCE PAYMENT: Not Applicable**
- ii) **ON DELIVERY OF MATERIAL: Not Applicable.**
- iii) **ON FINAL ACCEPTANCE: Payment on submission of Bill and verification of work subject to penalty & availability of the funds and other clauses of contract.**
- iv) **GST will be paid extra.**

#### **B. MODE OF PAYMENT**

All payment under contract shall be made to the contractor by RTGS/ NEFT from the account of PVVNL through its designated unit for the purpose.

### **ENGINEER OF CONTRACT:**

The Superintending Engineer (IT), Meerut, PVVNL shall be the Engineer of the Contract and he shall be responsible for execution of the contract in right earnest. He shall make the payments for his portion of the works and shall also be responsible for taking any action with regard to enforcement of all the contractual provisions.

### **Other Terms & Conditions:**

1. Anything required for Work completion shall need to be provided by Bidder/Sl.
2. Equipment will be handed over for AMC in perfect working conditions and thus it will be responsibility of the firm to hand over the equipment in perfect working conditions after expiry of the AMC.

3. The initial Period of contract shall be two (2) years. Contract may be extended further for two (2) years based on the requirement and mutual consent after the approval from the competent authority .
4. Rates are FOR site basis including loading, unloading. The company shall be fully responsible for the safety of material supplied at site.
5. No T & P shall be issued by the department.
6. Firm is to declare the spare parts required to be replaced and necessary approval is to be obtained before replacement.
7. Only qualified and trained staff is to be deputed for repairs/checking, who are well experienced in maintaining and repairing of UPS.
8. Contractor has to maintain a register of maintenance and all visits for each unit are recorded in the register including parts replaced. Every unit has a separate page/sheet.
9. Consumable materials, such as capacitor, diode, resistors, mini transformer, etc. shall be replaced free of cost within the scope of work.
10. The contractor shall deposit a security @ 10% of the total value of the contract (GST Extra) in the form of BG/FDR pledged in favor of **Managing Director, Pashchimanchal Vidyut Vitran Nigam Ltd., Urja Bhawan, Victoria Park, Meerut-250001** payable at Meerut and the same shall be refunded after 6 months of completion of work satisfactorily.
11. If the contractor OR his Personnel does not take up the work after issuance of work order or absconds midway during the execution of work, the work will be got executed through available agency for which the cost of incomplete work along with 20% supervision charges will be recovered from the contractor, security/earnest money will be forfeited and the firm/contractor will be placed in the black-list.
12. The contractor shall be solely responsible for making payment in time to PERSONNEL etc. engaged by him as per guidelines provided time to time.
13. The PERSONNEL engaged by the contractor shall have no claim at all on any post of PVVNL for retention or absorption in the services of PVVNL.
14. Income Tax and GST TDS shall be deducted from the bills of the contractor as per rules applicable at the time of payment.
15. For disputes arising out of the contract, Superintending Engineer (IT), PVVNL, Meerut will decide the disputes and his decision shall be binding on both the parties.
16. The contractor shall be responsible for any legal and constitutional offences, if any, arrived by any course, during currency of this order.
17. That contractor shall be responsible for any loss/damage to the P.V.V.N.L. Money/equipment's etc. during the currency of this order due to negligence of its staff engaged for above works
18. The Contractor shall abide by all the rules of UPPCL/PVVNL for execution of work.
19. The firm shall bear the entire responsibility, liability and risk relating to coverage of work force under different statutory regulation & accidents including workman's compensation Act. Factories Act 1948, the contract labor (Regulation & Abolition) Act 1970 and all other relevant regulation as the case may be. The contractor shall also be solely responsible for the payment of all benefits such as Provident Fund, Bonus, Retirement, Compensation, leave etc., applicable as per various statutory regulations and shall be responsible for any claim.
20. The firm should be registered with GST & PF authorities of State/Central Government Authorities.
21. The contract may be terminated by engineer in contract for unsatisfactory services.
22. PVVNL will not be responsible for any accident to the staff by any reasons whatsoever. The contractor will ensure that the staff employed by him on site is duly insured for liability in case of any accident, strikes, riots, civil commotion, etc. PVVNL will not be liable for any damage caused

due to any reasons

23. The work shall be carried out in security zone area, hence necessary passes shall have to be arranged by the contractor for the workers engaged by him.
24. The contractor shall work at his own responsibility. In case of any accident, mis-happening, disablement, no compensation shall be paid to the contractor or his employees by the department.
25. The contractor shall be fully responsible for the integrity and character of the staff engaged at site. Any staff not considered suitable for the job shall be changed immediately by the contractor after getting instruction from engineer-in charge.
26. Any minor change/alteration if any, in the design, if suggested at a later stage by the department, the contractor will incorporate the same without any extra charges.
27. GST will be paid extra as applicable.
28. PVVNL reserves the right to review the ongoing AMC after period of one year. PVVNL reserves the right to either terminate the agreement after period of one year or review/ amend it as mutually agreed upon between PVVNL and Bidder.
29. The firm/ contractor shall be responsible for compliance of labor laws, EPF, Insurance etc. of the employees.

**Note: Terms and conditions mentioned in this P1 schedule shall prevail over all terms and conditions mentioned elsewhere in this tender document/specification.**

**Terms and Termination:**

Contract can be terminated on unsatisfactory performance without any time period.

**Penalty Clauses:**

Penalty equal to ½ % of contract value, per week, shall be charged for delay in completion of work as per defined in scope of work.

**Yours faithfully,  
Name & Signature  
Seal and Date:  
(Signed by Authorized Signatory)**