

## SCHEDULE 'A'

(Part I)

# TENDER FORM

Tender Specification No.- PVVNL-MT/

To:  
SUPERINTENDING ENGINEER  
MATERIALS MANAGEMENT, PUVNL  
VICTORIA PARK,  
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. \_\_\_\_\_ in the form of \_\_\_\_\_

in favour of the MANAGING DIRECTOR, PVVNL Meerut is enclosed with Part-I of the offer 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

Superintending Engineer (MM-1)  
P. V. V. N. L., Urja Bhawan  
Victoria Park, Meerut

## **SCHEDULE -B**

### **(Part -I)**

Tender Specification No.- PVVNL-MT/

#### **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.

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

**Note: Performance certificate may also be enclosed.**

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

**Years**

**Turnover (Amount in Crores)**

- (1)
- (2)
- (3)

- (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

  
**Superintending Engineer (MM-I)**  
**P. V. V. N. L., Urja Bhawan**  
**Victoria Park, Meerut**

## SCHEDULE 'C'

(Part I)

### DECLARATION

(To be executed on a non-judicial stamp paper of Rs.10/-  
with a revenue stamp of 1 Rupee affixed)

Tender invited by

SUPERINTENDING ENGINEER  
MATERIALS MANAGEMENT, PVVNL  
VICTORIA PARK,  
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 ..... 200.....

Place

Signed by

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

Witness

Name of the firm

Address of the firm

Signature

Seal of the firm

  
Superintending Engineer (MM-I)  
P. V. V. N. L., Urja Bhawan  
Victoria Park, Meerut



# **SCHEDULE 'E'**

(PART - I)

## **SCHEDULE OF GENERAL PARTICULARS**

Tender Specification No.- PVVNL-MT/

1. Name of the Tenderer
  - (a) Head Office address
  - (b) Registered Office address
  - (c) Postal address of tenderer
  - (d) Telegraphic 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.

  
Superintending Engineer (MM-I)  
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Victoria Park, Meerut

9. The name, designation, qualification and experience of the engineer employed by the tenderer in design, development and manufacturing of the quoted equipment.
10. Authorised 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 within 30 days of placement of order. 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

  
Superintending Engineer (MM-I)  
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Victoria Park, Meerut

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 Sales Tax / Trade Tax registration Number, (Enclose last clearance certificate)
- i) Central
- ii) State
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 financial status and capacity to undertake such works. One of the reference should be from any scheduled Nationalized bank in India. YES / NO
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 :

  
Superintending Engineer (MM-I)  
P. V. V. N. L., Urja Bhawan  
Victoria Park, Meerut

## SCHEDULE 'F'

(Part I)

Tender Specification No.- PVVNL-MT/

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

Sl. No.	Drawing / Literature No.	Title
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Seal of the Company

Full Signature :

Name :

Designation :

Date :

  
Superintending Engineer (MM-I)  
P. V. V. N. L., Urja Bhawan  
Victoria Park, Meerut



## SCHEDULE 'G'

(Part I)

Tender Specification No.- PVVNL-MT/

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

Seal of the company

Signature :

Name :

Designation :

Date :

  
Superintending Engineer (MM-I)  
P. V. V. N. L., Urja Bhawan  
Victoria Park, Meerut



## SCHEDULE 'H'

(Part I)

Tender Specification No.- PVVNL-MT/

### 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
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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 :

  
Superintending Engineer (MM-I)  
P. V. V. N. L., Urja Bhawan  
Victoria Park, Meerut

# SCHEDULE 'I'

(Part I)

Tender Specification No.- PVVNL-MT/

## 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, schedule P2 which the tender price will there by increase / decrease.

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

  
Superintending Engineer (MM-I)  
P. V. V. N. L., Urja Bhawan  
Victoria Park, Meerut

## SCHEDULE 'J'

(Part I)

Tender Specification No.- PVVNL-MT/

### DEVIATIONS FROM "GENERAL CONDCTIONS 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
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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 :

  
Superintending Engineer (MM-I)  
P. V. V. N. L., Urja Bhawan  
Victoria Park, Meerut



## 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 :

  
Superintending Engineer (MM-I)  
P. V. V. N. L., Urja Bhawan  
Victoria Park, Meerut

## SCHEDULE 'M'

(Part I)

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

Tender invited by: Superintending Engineer, Materials Management, 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
I.	FOR PERSONS SIGNING TENDERS					
	1.					
	2.					
	3.					
II.	PROPRIETOR					
	1.					
	2.					
	3.					
III.	PARTNERS					
	1.					
	2.					
	3.					
IV.	DIRECTORS					
	1.					
	2.					
	3.					
V.	EXECUTIVES					
	1.					
	2.					
	3.					
VI.	PRESIDENT/SECRETARY (AS THE CASE MAY BE)					
	1.					
	2.					
	3.					

Note :-

- (1) Above details of consortium firms may be specified separately.
- (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 :

Address:

Seal of the company

  
Superintending Engineer (MM-I)  
P. V. V. N. L., Urja Bhawan  
Victoria Park, Meerut

## SCHEDULE 'Q'

Tender Specification No.- PVVNL-MT/

### 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:

Designation:

Address:

Seal of the company

  
Superintending Engineer (MM-I)  
P. V. V. N. L., Urja Bhawan  
Victoria Park, Meerut



## **INSTRUCTIONS TO TENDERERS**

### **1.1 PREPARATION OF TENDER:**

- 1.1.1 Before submission of the tender, the tenderers are required to make themselves fully conversant with the Technical Specifications, Drawings, Instructions to tenderers General requirement of Specifications including schedules and General Conditions of contract of form 'B' as may be applicable so that no ambiguity arises at a later date in this 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 tender should be prepared and submitted strictly in accordance with the instructions 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 & data sheet, annexed with the specification, item by 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 specification 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 tenderer/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.

**THE TENDER SUBMITTED BY THE TENDERER AND SUBSEQUENT CORRESPONDENCE SHALL BE SERIALY MARKED WITH THE PAGE NUMBERS AND PROPERLY BINDED SO THAT NO LOOSE SHEETS OF PAPERS ARE THERE.**

- 1.1.5 Purchaser may revise or amend these specifications and drawing etc. prior to 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.

  
Superintending Engineer (MM-I)  
P. V. V. N. L., Urja Bhawan  
Victoria Park, Meerut



1.1.6 Any portion of the terms and conditions as laid down in these specifications 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 A set of technical, descriptive and illustrative along with drawing must accompany each copy of the tender so that clear understanding of equipment offered is obtained. The tender sent by post must be posted by registered post AD sufficiently in advance so as to reach the purchaser by the scheduled date and time of submission of tender. Any tender received after the date and time of submission even on account of postal delay shall not be opened. The tenderers are, therefore, requested to ensure in their own interest that the tenders are delivered in time.

1.1.8 **TELEGRAPHIC TENDERS SHALL NOT BE CONSIDERED UNDER ANY CIRCUMSTANCES:**

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 or on behalf to 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.

1.2 **PRE-QUALIFYING CONDITIONS:**

Tender's meeting the following conditions only will be considered.

1.2.1 **QUALIFICATION OF TENDERERS:**

- (a) The tenderers shall either themselves be manufacturers of the equipment offered or accredited representatives of such manufacturers in India or of their principals abroad with whom they may be having collaboration. Such accreditation should be at least of one year on date of tender.
- (b) Relevant documents in support of the above must be furnished along with undertaking of the manufacturers and a certificate that they have not supplied and are not supplying material directly to purchasers. If these documents are not furnished along with the tenders, the offer will be liable to be rejected summarily.
- (c) In case of accredited representatives only, accredited representative should have supplied to Govt./Semi Govt. organization minimum 3 times the tendered quantity.

1.2.2 (a) **OPERATIONAL EXPERIENCES:**

Offered equipment should have given three years proven trouble free operational service in tropical climate. However, in case of equipment being manufactured in India under valid FOREIGN COLLABORATION, operating experience in tropical climate of offered collaborator's equipment shall also be acceptable provided copy of valid collaboration agreement for the equipment offered is submitted with the tender. Further, in case of offer of imported equipment, the three years operating experience will be considered in respect of those areas only which are similar to the tropical condition prevailing in India.

- (b) **Manufacturing experience:** The indigenous manufacturers or their foreign collaborator must have manufactured at least 20% of the specified quantities of each item of identical or similar equipment.

  
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 Victoria Park, Meerut



### 1.2.3 **Testing Facilities:**

The tenderer must have all necessary facilities at their works for carrying out such routine and acceptance tests as prescribed in the relevant ISS and any other routine and acceptance test as specified in the specification. Documentary evidence of existence of such facilities will be filed alongwith the tender.

### 1.2.4 **Type Test:**

#### (A) **For indigenous bids or fully imported bids:**

The offered equipment must have been fully type tested as per relevant ISS and/or any other specified international standards during the last 5-year period to be reckoned from the date of opening of tender. Photocopy of such type test reports/certificates must be submitted along with tender bid. The type test certificates of proto type manufactured and tested by foreign collaborators of the tenderer at their works shall not be acceptable for indigenously manufactured equipment.

#### (B) **For indigenous bids under valid foreign collaboration.**

- (i) The offered indigenously manufactured or collaborators manufactured equipment should have been type tested and report submitted with the tender.
- (ii) The collaborator's equipment shall have three years operating experience under tropical climate.

1.2.5. For those indigenous manufacturers who have neither manufactured 20% quantity, indigenously and nor got their equipment type tested but are qualifying because of his foreign collaborator's manufacturing experience and type testing, the maintenance period shall be 54 months from the date of receipt of material at site or 48 months from the date of commissioning. Which ever is earlier, instead of 18 months & 12 months respectively as provided under clause 30 of Form -'B'.

1.2.6 Purchaser at his discretion may consider to award trial order of small quantity to those bidders who have proven design and meet the requirements of clause 1.2.1, 1.2.3 and 1.2.4A. Such suppliers shall continue to be eligible for trial orders under this clause till their equipment has given three years trouble free operational service.

### 1.2.7 **DATE OF CONSIDERATION:**

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.

### 1.3 **SUBMISSION OF TENDER:**

The tenderer shall submit his tender in duplicate in two separate parts. Each part shall be kept in double covers, inner ones being sealed. All envelopes must also show on the outside, the name of bidder and his address.

#### (i) **TENDER BID PART- I:**

This part shall contain the earnest money and a confirmation of validity of offer of 180 days. This part shall also contain technical & commercial particulars and other terms & conditions except prices. The cover of this part shall be superscribed tender bid Part-1 (Earnest money, Validity technical & Commercial Bid) against specn. PVVNL-MT/ -200

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P. V. V. N. L., Urja Bhawan  
Victoria Park, Meerut



(ii) **TENDER BID PART- II:**

This part shall contain prices and financial incidence of deviations only and the cover shall be superscribed "Tender Bid Part- II (Prices Bid)" against specification No. PVVNL-MT/ -200 . The envelopes of both the parts shall be kept in another envelope, which shall also be sealed and superscribed on top as under:

"Tender for supply of ----- against specification No. PVVNL-MT/ -200 due for opening on -----".

(iii) In case tenders are not submitted in separate parts and superscribed as, above, the same may not be considered.

(iv) The tenders of those firm who do not purchase tender specification shall not be considered.

1.3.2 **TENDER BID PART - I** (Earnest money, Validity, Technical & Other terms):

1.3.2.1 Tenderer is required to deposit earnest money as specified in the tender notice for full tendered quantity. In case any tenderer wishes to quote lesser quantity. The amount of earnest money may be reduced proportionately. In case any tender deposits earnest money of a lesser amount, his offer shall be considered for the proportionate quantity only unless specified otherwise in the special instructions. There shall be no exemption from earnest money, even if the tender is registered with DGS & D, store purchase section of U.P. or U.P. small-scale industries. The earnest money shall be accepted in any of the following forms only.

(a) Demand Draft of any schedule bank payable at Meerut or FDR or CDR/TDR pledged / drawn in favour of Managing Director Paschimanchal Vidyut Vitran Nigam Ltd., Meerut, duly discharged.

OR

(b) Bank Guarantee from a schedule Bank in India, executed on a non-judicial stamp, paper of requisite value as per U.P. Stamps Act STRICTLY on the specified proforma appended with form 'B' (only applicable when amount of earnest money exceeds Rs. 5000/-). The validity of the Bank guarantee would not be less than 270 days from the date of tender opening plus claim period of 6 months. Any deviation or addition/deletion from the text of the specified proforma of a Bank Guarantee/inadequate value of stamp paper shall render the Bank Guarantee invalid for the purpose of opening of tender Bid Part – II.

1.3.2.2 Offers without proper earnest money and / or a letter confirming the validity for 180 days shall not be considered under any circumstances. The earnest money shall be refunded after, award is finalized. The earnest money of successful tenderer shall however be retained till such time he deposits security.

↓  
Superintending Engineer (MM-I)  
P. V. V. N. L., Urja Bhawan  
Victoria Park, Meerut

1.3.2.3 Beside earnest money & validity offer, this bid shall also contain all Technical, Commercial and other terms and conditions. The following documents duly filled in, must also accompany the tender bid Part- I:

1. Schedule A : Tender Form.
2. Schedule B : Documents regarding pre-qualification details of the tenderer.
3. Schedule C : Declaration.
4. Schedule D : Proforma for joint undertaking by collaborator/Associate and the tenderer.
5. Schedule E : General particulars.
6. Schedule F : List of drawing/literature enclosed with the tender.
7. Schedule G : Schedule of deviation from Technical specification.
8. Schedule H : Schedule of deviation from Instructions to tenderer.
9. Schedule I : Schedule of deviation from General requirement of specifications.
10. Schedule J : Schedule of deviation from General conditions of contract form B.
11. Schedule K : Schedule of quoted guaranteed delivery.
12. Schedule L : Schedule of quantities (Not applicable).
13. Schedule M : Statement giving details of proprietorship / partnership of tendering firm.
14. Schedule P<sub>1</sub> : Schedule of quantities and prices for main equipment.
15. Schedule P<sub>2</sub> : Financial incidence of deviations from technical specification.
16. Complete Technical details, Specification & literature / drawing of equipment offered.
17. Income tax clearance.

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.

#### 1.3.3 **TENDER BID PART- II (PRICES)-**

The following documents, duly filled in, must be submitted in Part- II bid:

- Schedule P<sub>1</sub> : Schedule of quantities and prices of main equipment.  
 Schedule P<sub>2</sub> : Financial incidence of technical deviations if any.

#### 1.3.4 **PROCEDURE FOR OPENING AND PROCESSING OF TENDERS:**

Part- I: 'Earnest Money', Validity & Technical / Commercial pre- qualifying conditions of the offer shall be publicly opened first on the due date as specified / notified Part-I of the tenders accompanied with the required earnest money & validity shall be scrutinized and processed in this office to ensure whether the same are conforming to the technical requirements of the

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 Victoria Park, Meerut



specifications. Queries as raised by the purchaser on the technical matters as may be necessary shall be referred to the tenderers to give them a chance to clarify only technical details furnished or any wanting information, in order to ensure whether the tenderer can supply the equipment strictly in accordance with the technical specification. Such queries when raised from this office should be replied in triplicate within the time stipulated from the date of dispatch of such letters from this office falling which, tenders shall be finalized on the basis of the information as may be available. It shall be, therefore in the best interest of the tenderers to give complete and comprehensive technical particulars / description and details of the equipment offered by them confirming to the technical requirement. However, in case, it becomes necessary for the tenderer to make any addition or subtractions in their original price as listed in Part- II of the tender on account of technical clarifications on deviations etc. against the queries raised by the purchaser to bring the equipment in line with the requirement of the specification, such adjustment should be sent separately along with the technical clarifications in sealed cover. Envelope containing prices of such adjustment should be marked as 'Supplementary price bid' against specification PVVNL-MT/ -200, which shall be opened along with main price bid Part- II.

Tenderers are specifically requested to ensure that corresponding price details of the equipment should be sent in separate sealed cover in the same envelopes containing technical details otherwise such tenders are liable to be summarily rejected without assigning any reason. After the scrutiny of technical and commercial terms and condition, the date of opening of the price part shall be intimated lateron.

- 1.3.5 Any action on the part of the tenderers to revise the price / prices and / or change the structure of price (s) at his own instance after the opening of the tender may result in rejection of the tender and / or debarring the tenderer from participation in purchase by the PVVNL-MT for one year in the first instance.

In such cases earnest money submitted in Part – I can also be forfeited.

- 1.3.6 Tenderer shall ensure to put initials on 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 of the signatory. In case of partnership concern, the tender may be signed by all the partners of the firm or one of them holding power of attorney (copy to be furnished along with the offer). 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 partners / directors and other persons authorized to conduct business in respect of this tender.
- (ii) Postal addresses of the firm's works, regd, and head offices, sales office and local office etc.
- (iii) Names and postal address of their authorized local representative / liason officers.

#### 1.4 VALIDITY :

The tenders shall be valid for a period of 180 calendar days from the date of opening tenders with lesser validity are liable to be rejected.

  
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## 1.5 PRICE & PRICE STRUCTURE :

The tenderers are required to quote firm or variable prices without ceiling limit on either sides as per schedule.

- 1.5.1 The equipment shall be installed at different place in Western U.P. hence the tenderer must quote unit F.O.R. destination price of all the items (along with ex- work prices) for dispatch to any railway station in Western U.P. The unit F.O.R. destination price shall comprise of the following components.

- (a) Ex- works prices.
- (b) Packing, forwarding, freight and insurance charges against all risks including insurance charges for 30 days storage after receipt of equipment at destination stores / substation against all risks. The tenderers must clearly specify these components individually besides the F.O.R. destination prices.

## 1.5.2 TAXES & DUTIES :

The prices quoted should be exclusive of all taxes duties octroi charges etc. On finished products which will be paid at actual on production of relevant original vouchers. Excise duty will be leviable on ex- works prices only. However, the tenderer must indicate the rate of various taxes / duties livable as on the date of tender opening in schedule P form C / D for those having their establishment outside U.P. and form III 'D' from those having their establishment in U.P. will be obtained by the contractor from the concerned consignee. In no case form C / D or form III 'D' shall be demanded through Bank. Whenever Central Excise / Sales Tax and other statutory levies are not applicable, or the bidder is exempted at the time of tendering from payment of such duties / levies, he should clearly indicated whether he would charge the same or not at the time of supply. In the event of applicability at the time of supply (where there is possibility of charging) he should specify the maximum rates which may become applicable based on the present tax structure at the time of tendering.

Where firm (s) has / have quoted ambiguous or contradictory terms or have not categorically committed regarding charging of the amount of excise duty at the time of supply, their offer shall be loaded by the maximum rate of excise duty applicable to tendered item among all bidders.

## 1.5.3 PRICE VARIATION :

- 1.5.3.1 The tenderers are required to quote Variable prices only without ceiling limit on either side, as per IEEMA / IPC / CACMAI etc. or relevant formula and base indices as given in Annexure 'A' unless specific otherwise under "special instruction to tenderers", the price variation admissible as per the latest price variation formula as applicable for the equipment (of the tendered capacity and rating). The ruling date of basis prices of raw materials published in IEEMA / IPC / CACMAI etc. circulars as applicable shall be the date as on first working day of the calendar month prior to the date of tendering. The date of tendering shall be taken as the notified date of opening of the tender. The tenderer shall furnish the photocopy of the relevant IEEMA / IPC / CACMAI etc. circular of basis rates of raw materials as applicable along with tender bid Part- II, In case there is no IEEMA / JPC / CACMAI etc. Price variation clause for the said equipment. The price variation formula as given under "Special Instructions to tender" shall be applicable. No, price variation formula other than given in Annexure 'A' shall be accepted under any circumstances.

  
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Wherever the tenderer has been asked to quote firm prices but he quotes variable prices, his offer shall not be considered.

The ruling date of basic prices of raw materials for the price variation purpose shall be same for all the offers. In case it is different than the notified date the quoted ex- works prices shall be brought at par as per relevant formula.

- 1.5.3.2 The price variation shall be allowed on Ex-works prices only for the contracted delivery period.
- 1.5.3.3 The component of packing & forwarding, freight & insurance unloading at the store center or place mentioned in the DI by GM and COS and transit cum thirty days storage insurance charges shall remain firm in all respect throughout the currency of the contract.
- 1.5.3.4 Tenderer shall quote FIRM prices only for the spare parts, type tests, service charges for erection and commissioning of the equipment.
- 1.5.3.5 Quoted prices should be based after accounting for benefit available, if any to manufacturer / supplier under MODVAT SCHEME.
- 1.5.3.6 Bank charges, if any, for documents to be negotiated through bank, shall be borne by the tenderer.

#### 1.6 EVALUATION OF TENDER:

- 1.6.1 In comparing tenders and in making awards, the purchaser may consider such factors as, compliance with specifications, relative quality and adaptability of suppliers of services, experience, record of integrity in dealing, ability to furnish repairs and maintenance services, the time delivery, capability to perform and available facilities such as adequate shops, plant equipment, technical organization etc.
- 1.6.2 In case prices of some items are given in lumpsum where unit prices are required purchaser reserves the right to evaluate unit prices on the basis of the quoted lumpsum prices.
- 1.6.3 In case, where a tenderer does not quote F.O.R. destination price asked for, their quoted unit prices shall be loaded by appropriate additional factors on ex- works prices as below:
 

(a) Packing charges	@ 0.75%
(b) Forwarding charges	@ 0.25%
(c) Freight for 1st 500 kms.	@2%
(d) Freight for every next 250 kms.	@0.5% or part thereof.

(For this purpose, distance shall be taken from supplier's works to Meerut and in case the distance is less than 500 km. Loading shall be done for a minimum distance of 500 kms.)

(e) Transit insurance	@0.5%
(f) Insurance for 30 days storage after receipt of equipment at destination station.	@0.5%

  
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However, while placing order on such firms (who have not quoted various elements of freight insurance etc.) The order shall be awarded to them taking minimum of the charges as quoted by the tenderers.

Where tenderer quotes only F.O.R. destination prices without break-up as schedule 'P-1' the required ex- works prices shall be computed by deducting the minimum of the packing forwarding, freight and insurance rates quoted by other tenderers. However, while placing the order on such firms, the maximum of the packing and forwarding, freight & insurance (combined) quoted by other tenderers in the tender shall be provided, in the purchase order and the ex- works prices for order shall be worked out from quoted F.O.R. destination price.

- 1.6.4 Where the tenderers have been asked to quote unit variable (ex- works) prices only, without any ceiling limit on either side, no advantage shall be given to those tenderer who quote either FIRM price or VARIABLE PRICES WITH CELLING.
- 1.6.5 If any bidder quotes payment terms, which amount to advance and / or payment which is in deviation from payment terms given in form 'B' and general requirement of specification annexed with this bid document, the bid shall be loaded @ 20% interest per annum on the amount and for period of advance payment involved.  
In case of tender (s) demanding payment in excess of 90% against R/R through bank admissible as per tender specification, loading at the rate of 20% (twenty percent) per annum on the amount demand in excess of 90% for a period of one month shall be done irrespective of the fact that the tenderer has offered to submit a Bank Guarantee and irrespective of the quantum of the bank guarantee.
- 1.6.6 And 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-a-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.
- 1.6.7 If the tenderer fails to quote prices for any of the item (s) \ component (s) as asked for or confirm its supply free of cost the highest price as quoted by the other tenderer (s) for the same shall be added to arrive at F.O.R. destination computed prices or such tenderer for comparison purposes only.
- 1.6.8 The price shall be compared inclusive of excise duty and sales tax but exclusive of octroi.
- 1.6.9 Loading on any account as may be deemed necessary in the opinion of the purchaser to bring the various offers at par to each for comparison purpose may be done at the discretion of the purchaser.
- 1.7 **SPLITTING OF ORDER :**  
The Purchaser reserves the right to split the order among various successful tenderers in any manner he chose without assigning any reasons what so ever.

  
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### 1.8 **AWARD OF CONTRACT:**

- 1.8.1 The purchaser is not bound to accept the lowest or any tender and may reject any or all the tenders without assigning any reason.
- 1.8.2 The successful Tenderer, if required to do so, may have to enter in to a contract/rate contract agreement with the purchaser as per General conditions of Form-B and other conditions attached with the tender specification. However, the rate contract shall be for one year, which may be extended for on other one year with mutual consent.
- 1.8.3 For signing the contract, a duly authorized representative of the successful Tenderer shall be required to sign and accept the contract at Meerut within the time specified in the letter of 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.

### 1.9 **INCOME AND SALES TAX CLEARANCE CRTIFICATE :**

The tenderer shall furnish with the tender, income tax and sales tax clearance certificate of current, as well of the preceding year from the competent authority.

Alternatively, the tenderer shall give valid reasons for his inability to furnish such a certificate. The purchaser reserves the rights to reject any tender if income tax / sales tax clearance certificates are not furnished or the reasons for the tenderer's inability to furnish such certificates, are not given in the tender.

### 1.10. **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 Specification or General Conditions of contract form 'B' in any way, he must draw specific attention to such departure (s). All such deviations shall specifically be filled up in the relevant deviation schedule. If deviations are not specifically recorded in these schedule 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.

### 1.11. **CANVASSING:**

No tenderer shall canvass any PVVNL-MT 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.

### 1.12. **SPECIAL NOTE :**

It may very clearly be noted by all that no modification in price reduction clause No. 27 of contract form 'B' shall be accepted i.e. broadly a price reduction of 1/2 % per week subject to a maximum of 10% shall be applicable.

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### 1.13. STANDARD:

1.13.1 Except as modified by this tender specification, all materials and equipment shall conform to the requirement of the latest editions of relevant ISS / IEC.

1.13.2 However in the event of the tenderer offering equipment conforming to standards other than Specification ISS / IEC standards, the salient point of comparison between the standards adopted and relevant ISS / IEC standards shall be indicated clearly in the proposal.

1.13.3 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 it will enable to assess the suitability of equipment (s) offered.

In the event of the tenderers'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.

### 1.14. DEVIATION FROM SPECIFICATION:

This specification is mainly for the guidance of the tenderer / manufacturer. These requirements of necessity included some specific elements of construction and materials but are not intended to proclude ingenuity or improvement.

If the tenderer proposes any deviation from this specification these will be considered provided, they are necessary either to improve the utility, performance and efficiency or to secure overall economy. This will be clearly and explicitly explained in the tender. Such deviations shall also be brought out clearly use in the prescribe schedule.

### 1.15 VARIATION IN QUANTITY OF MATERIAL / EQUIPMENT:

The requirement indicated in this specification can vary to the extent of 50% on either side.

### 1.16 DELIVERY SCHEDULE:

The delivery shall be quoted specifically and explicitly for each complete item separately in schedule 'K' and shall be guaranteed under price reduction clause 27 of general condition of form 'B' annexed.

### 1.17 ERECTION SUPERVISION:

1.17.1 The tenderer shall quote for the services of an erection engineer who shall assume full responsibility for the erection, testing and commissioning of the equipment offered. Skilled and unskilled labor and tools of general use would be provided by the purchaser.

1.17.2 The tenderer shall submit a list of all special tools and instrument required for erection testing an commissioning and shall include the same in the tender.

1.17.3 The tenderer shall indicate per item and per menses rates for the services of the erection, engineer. Tender shall also indicate the estimated time for the erection, testing and commissioning to the equipment offered.

  
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**1.18 DRAWINGS & MANUALS:**

Along with tender, the tenderer shall submit the following drawings :-

- (a) General arrangement drawings of the equipment offered.
- (b) Detailed dimensional drawings and descriptive literature of all the components supplied.
- (c) Basic electrical diagram.

**1.19 SPARE PARTS:**

The tender shall recommend a set of spare parts required for normal maintenance of the equipment offered for a period of five years.

**1.20 FOREIGN EXCHANGE :**

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

  
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## FORM 'A'

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

**Definition  
of terms**

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

**"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.

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"**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

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

Contract

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

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.

Contract

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**Drawings**

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

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

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

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

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

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

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

**Mistake in Drawings**

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

If any dimensions figured upon a drawing or a plan 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**

  
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of Contract

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

Patent rights

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

7.(A) 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

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

Packing

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

Delivery

10. The cost of delivering the whole of the material F.O.R at the railway station specified or on the site as the specification may define

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and the cost of the packing and unless otherwise agreed, import duties and customs dues shall be borne by the Contractor.

Fencing and  
lighting for  
works and  
transmission  
lines

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

For  
transmission  
lines

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

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

Power of  
vary or  
omit work

12. No alterations, amendments, omission, additions, suspensions of variations of the work (hereinafter referred to as "Variation") under the

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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 thereof 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

13. If the Contractor shall neglect to execute the work, with due diligence and expedition, or shall refuse or neglect to comply with any reasonable orders given him in writing by the Engineer in connection with work or shall contravene any provision of Contract the Purchaser may give seven days notice in writing to the Contractor, to make good

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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

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

Inspection

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

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

**Test on  
contractor's  
premises**

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

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

**Test on site**

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

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

**Delivery  
of plant**

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

  
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requiring electricity for test on site such electricity shall be supplied to the Contractor in the most convenient form available.

Access to  
site and  
work on site

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

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

Only  
applicable  
to complete  
Erection  
contract

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

The work so far as if 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 unnecessary 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

  
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decision

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

Contractor's  
Representative  
and workmen

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

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

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 incompetent 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.

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

  
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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

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22. 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 if f.o.b. British Port until the plant is taken over under clause 35. This insurance shall also cover loss by theft on site in the case of Contracts where the Contractor, is responsible for complete erection, but not in other cases.

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

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

**Terms of**  
**Payment**

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

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

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

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

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

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

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

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

**Provisional**  
**sums**

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

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

**Certificate**  
**of Engineer**

26. In any case where the Contractor price includes a provisional sum Sums to be provided by the Contractor for meeting the expense of extra work to be done or material to be supplied by a Sub Contractor, such sum shall be expended or used either wholly or in part or be not used at the discretion of the Engineer and entirely as he may decide and direct. If no part or only a part thereof be used then the whole or the part not used as the clause may be, shall be deduction from the Contractor price. If the sum used is more than such provision, the Contractor shall pay the excess. In the case of materials supplied on work done by a Sub Contractor, the total of the net sums paid to the Subcontractors on account of such materials or work and a sum equal

  
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to 10 percent of such net sum allowed as Contractor's profit shall be deemed to be the sum used Note of the works or articles to which such sum of money refer shall be done or purchased without the written order of the Engineer. The Contractor shall allow the Sub Contractor every facility for the supply of fourteen days after the Engineer has requested him in writing so to do pay the dues of such Sub-Contractors on account of such materials or work, PROVIDED ALWAYS that the Contractor shall have no responsibility with regard to such work or articles unless he shall have previously approved the Sub Contractor and/ or the material or plant to be supplied.

**Due Date  
of Payment**

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

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

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

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

**Suspension  
of Works**

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

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

  
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**Damage for  
Delay in**

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

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

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

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

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

**Rejection of  
Defective  
Plant/Taking  
over**

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

*[Signature]*  
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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.

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

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

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

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

### Maintenance

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

  
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36. For a period of 12(twelve) calendar months commencing from the date on which the plant is taken, over is deemed to have been taken over under clause 25(called "the maintenance period") the Contractor shall remain liable to replace any defective parts that may develop in Plant of his own manufacture or those of his Sub-Contractor approved in the clause 6 under the conditions provided for by the Contract under proper use and arising solely from faulty design, materials or workmanship provided always that such defective parts are not repairable at site and are not essential in the meantime to the maintenance in commercial use in the plant are promptly returned to the Contractor's work at the expenses of the Contractor unless otherwise arranged. If it becomes necessary for the Contractor to replace or renew any defective parts of the plant under this clause, the provisions of the first paragraph of this clause shall apply the parts of the plant so replaced or renew until the expiration of six months from the date of such replacement of renewal or until the end of the above mentioned period of twelve months which ever may in be the later. If any defects be not remedied within a reasonable time the Purchaser may proceed to do the work at the Contractor's risk and expense but without prejudice to other rights which the Purchaser may have against the Contractor in respect of such defects. The repaired and new parts will be delivered in accordance with clause 10. The Contractor shall bear reasonable cost of minor repairs carried out on his behalf at site. At the end of maintenance period the Contractor's liability has cease in respect of goods not covered by the first paragraph of this clause the Purchaser shall be entitled to the benefit of any guarantee given to the Contractor by the original supplier or manufacture of such goods.

Regulations  
of Local  
Authorities

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

Arbitration

38. If any dispute, difference or controversy shall at any time arise between the Contractor on the one hand and the P.V.V.NL. and the Engineer of the Contract on the other hand Contract, or as the true construction, meaning and intent of any part or condition of the same or as to manner of execution or as to the quality or description of or the payment for the same, or as to the true intent, meaning, interpretation construction or effect of the clause of the contract specification or drawing or any of them or as to anything to be, done committed or

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suffered in pursuance of the contract or specification, or as in the mode of carrying the contract into effect or as to the breach or alleged breach or as to obviating or compensation for the commission any of such breach or as to any other matter or thing whatsoever connected with or arising out of the contract, and whether before or during the progress or after the completion of the contract such question, difference or dispute shall be referred for adjudication to the M.D., P.V.V.N.L. or any other person nominated by him on this behalf and his decision on writing shall be final binding and conclusive. This submission shall be deemed to be a submission to arbitration modification thereof. The arbitrator may from 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

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

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

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

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*mu*

### FORM OF AGREEMENT (Referred to in clause 3)

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.

  
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**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 7-A)**

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

WHEREAS the P.V.V.N.L. 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.

*[Signature]*  
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- (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 him self without sanction of Company/Firm for any cause whatsoever.
- (f) That in case of disobedience, insubordination, unsatisfactory work or breach of any of the conditions herein contained, the Company/Firm may for reasons recorded in writing terminate the training of the Engineer with the concurrence of the Nigam. In case it does so without such concurrence it shall be liable to pay all expenses and charges incurred by the Nigam subsequent to such termination provided that the Nigam considers the ground on which the training was terminated to be insufficient. After the grounds have been considered to be insufficient if the Company/Firm refuses to resume the Engineer's training it shall further be liable to pay the passage to the Engineer back to India.
- (g) That he shall not hold the Nigam liable for damages or compensation for any injury suffered by him through an accident or by reason of any wrongful act neglect or default of the company/Firm or its servants or agent s or from any other cause with employed as such Engineer.
- (h) That in the event of the period of training being terminated for the reasons specified in clause (i), the Engineer shall forfeit his claim to the return passage which will be granted only on satisfactory completion of the period of training in question.

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

Signed by

Signed by

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( ..... )\*

( ..... )\*

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&

.....\*

(Engineer)

( ..... )\*

of the Nigam and the

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

1.....

1.....

( ..... )\*

( ..... )\*

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2.....

2.....

( ..... )\*

( ..... )\*


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*[Signature]*  
Superintending Engineer (MM-I)  
P. V. V. N. L., Urja Bhawan  
Victoria Park, Meerut



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

 **Superintending Engineer (MM-I)**  
**P. V. V. N. L., Urja Bhawan**  
**Victoria Park, Meerut**