

INSTRUCTION TO TENDERERS

1.1. PREPARATION OF TENDERS

1.1.1. The Paschimanchal Vidyut Vitran Nigam Ltd. herein after referred to as "Purchaser" will receive bids through its representative as mentioned in the Tender Notice for repair of damaged transformers in accordance with these specifications.

Before submission of the tender, the Tenderers are required to make themselves fully conversant with the Technical Specifications, Drawings, Instructions to Tenderers, Special Conditions of Contract of repair contract including schedules and General Conditions of Contract Form 'A' 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 the Tenderer shall be interpreted to the maximum advantage of PVVNL and dis-advantage to the Tenderer. The Tenderer shall have no right to question the interpretation of 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 respects. 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 specifications item by item in accordance with the instructions and notes supplementary there to. The interpolations, insertions, cuttings & corrections made in the tender offers should be duly initialed by the Tenderer.

1.1.4. Tenderer shall supply the data required in sheets annexed with the specifications by typing at appropriate places against each item to facilitate preparation of comparative statements. These sheets must be properly signed by authorised 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 informations are not furnished in the specified Proforma / schedules attached with the specifications, the purchaser shall not be responsible for any error in the evaluation 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
CORRESPONDANCE SHALL BE SERIALLY MARKED WITH THE PAGE
NOS. AND PROPERLY BINDED SO THAT NO LOOSE SHEETS OF PAPER
ARE THERE.**

1.1.5. Purchaser may revise or amend these specifications and drawings 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

specifications maintaining reasonable time schedule for preparation of tender by the Tenderers.

1.1.6. Any portion of the terms and conditions as laid down in 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.

1.6.7. The bidder shall upload all the tender documents on line by the scheduled date and time of submission of tender. The tenderers are, therefore, requested to ensure upload the tenders in time.

TELEGRAPHIC TENDERS WILL NOT BE CONSIDERED UNDER ANY CIRCUMSTANCES:

1.1.8. Tenderer, if so desires, may authorise one representative for attending tender opening on his behalf. In such instance, the representative shall be required to submit the authorisation certificate with his signature duly attested by the person signing tender on behalf of the Tenderer. This certificate shall be submitted to the authority opening the tender. In absence of such certificate, no representative shall be allowed to participate in tender opening.

1.2.1 **PRE-QUALIFYING CONDITIONS:-**

1. The tenderer shall meet either of the following pre qualifying conditions for regular bidder:

(a)The tenderer is an established transformer manufacturer satisfying the following three conditions:-

(i)Have supplied within last three years at least 10 nos. 33/11 KV new transformers of 5 MVA or above rating to any Govt. utility directly or through EPC contractor.

(ii)The transformers supplied by the firm are giving satisfactory performance for at – least two year and the damage rate during guarantee period should not be more than 10%. Certificate of satisfactory performance to be enclosed necessarily for each govt. utility to which the transformers have been supplied.

(iii) The minimum average total turn over (MATT) of the firm should not be less than 10.00 Cr. for the best three years out of preceding five financial years. The audited balance sheet/CA's certificate with UDIN number shall be enclosed in support of above, failing which the bid shall not be considered.

“OR”

(b)The tenderer is repairer of Power Transformers for any Govt. department or Public utility satisfying following three conditions.:-

(i)Must have repaired within last three years at least 15 nos.33/11 KV transformers of capacity 5 MVA or above satisfactorily.

(ii)The repaired transformers should have been in satisfactory service for at least two year. The damage rate during guarantee period should not be more than 10%. Certificate of

satisfactory performance to be enclosed necessarily for each govt. utility to which the transformers have been supplied.

(iii) The minimum average total turn over (MATT) of the firm should not be less than 5.00 Cr. for the best three years out of preceding five financial years. The audited balance sheet/CA's certificate with UDIN number shall be enclosed in support of above, failing which the bid shall not be considered.

2. The purchaser at his discretion may also consider to award trial order to bidders meeting following conditions:-

(a) The tenderer is an established transformer manufacturer satisfying the following three conditions:-

(i) Have supplied within three years at least 5 nos. new 33/11 KV transformers of 5 MVA or above rating to any Govt. utility directly or through EPC contractor.

(ii) The transformers supplied by the firm are giving satisfactory performance for at – least one year and the damage rate during guarantee period should not be more than 10%. Certificate of satisfactory performance to be enclosed necessarily for each govt. utility to which the transformers have been supplied.

(iii) The minimum average total turn over (MATT) of the firm should not be less than 2.50 Cr. for the best three years out of preceding five financial years. The audited balance sheet/CA's certificate with UDIN number shall be enclosed in support of above, failing which the bid shall not be considered.

OR

(b) The tenderer is repairer of Power Transformers for U.P. Power Corporation Ltd., or any other Govt. department or Public utility satisfying following two conditions:-

(i) Must have repaired within last three years at least 5 nos. 33/11 KV transformers of capacity 5 MVA or above satisfactorily.

(ii) The repaired transformers should have been in satisfactory service for at least one year. Certificate of satisfactory performance be enclosed and the damage rate during guarantee period should not more than 10% Certificate of satisfactory performance to be enclosed necessarily from each Govt. utility for which the transformers have been supplied.

(iii) The minimum average total turn over (MATT) of the firm should not be less than 2.50 Cr. for the best three years out of preceding five financial years. The audited balance sheet/CA's certificate with UDIN number shall be enclosed in support of above, failing which the bid shall not be considered.

(c) The trial firm may be allotted 10% of the tendered qty. for repair.

NOTE: The experience of minor repairs against work-order at division level shall not be considered. The repair works must involve manufacturing of HV/LV coils and complete testing of transformer as per clause '16' of Technical Specification.

1.2.2. 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.

1.2.3. THE DATE CONSIDERATIONS:

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.

12.4. SUBMISSION OF TENDER:

1.3.1. The tenderer shall submit his tender online on website /portal. All tenderers must be upload the tender documents with duly stamped and signed.

(I) TENDER BID PART – I & II:

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 super scribed Tender BID Part-I (Earnest Money Validity, Technical & commercial Bid) against specification No. PVVNL-MT/MM/48(s)/22-23.

(II) TENDER BID PART-III:

This part shall contain prices and financial incidence of deviations only and the cover shall be super scribed Tender Bid part-II (Prices Bid) against specification No. PVVNL-MT/MM/ MM/48(s)/22-23. The envelopes of both the parts shall be kept in another envelope which shall also be sealed and super scribed on top as under. Tender for repair of ----- against specification No. -----due for opening on -----

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

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

1.3.2. TENDER BID PART-I (EARNEST MONEY, VALIDITY) PART-II TECHNICAL COMMERCIAL & OTHER TERMS: (Through Online)

1.3.2.1 Tenderer are required to deposit earnest money as specified in the tender notice valid for 270 days, for full tendered quantity or 2124000.00 In case any Tenderer wishes, to quote prices for lesser quantity, the amount of earnest money may be reduced proportionately. In case any Tenderer deposits earnest money of a lesser amount his offer shall be considered for the proportionate quantity only unless specified otherwise in the special instruction. There shall be no exemption from earnest money, even if the Tenderer is registered with DGS. & D, Store purchase section of U.P. or U.P. small scale industries etc. The earnest money shall be accepted in any of the following form only.

(a) BG or RTGS pledged/drawn in favour of S.E (HQ), PVVNL, Meerut. duly discharged.

- (b) Bank Guarantee from scheduled Bank of India, executed on a non-judicial stamp paper of requisite value (as per U.P. Stamp Act STRICTLY on the specified Proforma appended with Form "A" only applicable when amount of earnest money exceeds Rs. 5000/-) with the claim period of 6 months. Any deviation of addition/deletion from the text of the specified proforma of Bank Guarantee/Inadequate value of stamp paper shall render the Bank Guarantee invalid for the purpose of opening of tender Bid Part-II.
- (c) The Earnest money/security deposited in form of Bank Guarantee must be accompanied by confirmation letter issued by the concerning Bank.

1.3.2.2. In case of tenderer intend to participate in this specification no. PVVNL-MT/MM/MM/48(s)/22-23 only who is availing consolidated security facility of Rs. 17.00 Lacs or as decided by the Nigam from time to time, for repair contracts of transformers, as approved by the Engineer of Contract, the Contractor will not be required to deposit the Earnest Money as mentioned at Para 1.3.2.1 above, provided the consolidated security is valid and exclusively deposited in this office in favour of M.D., PVVNL, Meerut.

1.3.2.3. 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.

1.3.2.4. Besides Earnest Money & validity of offer, this Bid shall also contain all Technical, Commercial and other terms and conditions. The following documents 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 E .. General particulars
5. Schedule F.. Schedule of deviation from Technical Specification.
6. Schedule G .. Schedule of deviation from Instructions to Tenderer.
7. Schedule H .. Schedule of deviation from Special Conditions of Repair Contract.
8. Schedule I .. Schedule of deviation from General conditions of Contract Form A.
9. Schedule J.. Schedule of quoted guarantee delivery.
10. Schedule K .. Statement giving details of proprietorship/partnership of tendering firm.
11. Schedule L .. Details of Drawing & Literature enclosed.
12. Schedule M .. Deviations from specific conditions.
13. Schedule N .. Certificate of financial capability.
14. Schedule O .. Summary
15. Schedule Q .. Reasonability of rates.
16. Income Tax , Trade Tax clearance certificate.

NOTE : No price is to the 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-III (PRICES):**

The following documents duly filled in must be submitted in part-II Bid.

Schedule P1 .. Schedule of quantities and prices of main equipment.

Schedule P2 .. Financial incidence of deviations from Technical Specification/Instructions to Tenders/Special conditions of Repair Contract/Form "A'

1.3.4. **Procedure for opening and processing of Tenders**

Part-I & II (Through Online)

Validity Guarantee money 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 and validity shall be scrutinized and processed in this office to ensure whether the same are conforming to the technical requirements of the 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 failing 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 conforming to the technical requirement. However, in case it becomes necessary for the Tenderer to make any additions or subtractions in their original price as listed in Part-II of the tender on account of technical clarifications or deviations etc. against the queries raised by the Purchaser to bring the equipment in line with the requirement of the specifications, such adjustment should be upload the tender documents online against tender no. PVVNL-MT/MM/MM/48(s)/22-23.

Tenderers are specially requested to ensure that corresponding price details of the equipment should be sent in separate sealed cover in the same envelope 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 conditions, the date of opening of the price part shall be intimated later on, only to those tenderers whose offers have been found technically and commercially acceptable and who fulfill pre-qualifying clause. Price Bid Part-III of other tenderers shall not be opened.

- 1.3.5. Any action on the part of the Tenderers to revise the price/prices and/or change the structure or 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 tenders by the PVVNL. for one year in the first instance.

In such case, the earnest money submitted to part-I & II shall also be forfeited.

- 1.3.6. Tenderer shall ensure to get 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 a partnership concern the tender may be signed by all the partners of the firm or by one of them holding power of attorney (copy to be furnished along with the offer). In case of corporation/companies, tender may be signed either by the President or Secretary or any other person authorised to tender in the legal name of corporation/company (copy of such authority to be furnished along with the offers).

- (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, Redg. and Head offices, Sales office and Local office etc.
- (iii) Name and postal address of their authorized local representative/Liaison officers.

1.4. **VALIDITY :**

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

1.5. **PRICE & PRICE STRUCTURE**

The tenderers are required to quote firm or variable prices without ceiling limit on either sides as per schedule P1 & P2. This will also include the insurance charges for transit cum 18month storage or 12 months after commissioning whichever is earlier. All the formalities shall be done by repairer to receive the claim in his name. He shall be responsible as per the guarantee to the purchaser. In case the repairer is not able to get insurance no deduction shall be made from his bills. He shall remain responsible for all damages on account of the same.

1.5.1. **TAXES & DUTIES**

The prices quoted should be exclusive of all taxes, duties octroi charges etc. on parts/components.

EXCISE DUTY :

It shall be payable as legally applicable at actuals on production of necessary documents on HV/LV leg coils only which are manufactured/fabricated in the works of the repairer & the bought out items, parts/components purchased from the market and works such as painting and labour etc. which are not being treated as supply, no excise shall be payable by PVVNL, Tenderer shall however indicate the rate of GST as applicable at the time of tendering and supply in schedule P1. In case tenderer quotes ambiguous or contradictory terms or does not categorically regarding charging of the amount of excise duty at the time of raising the bills. Their offer shall be loaded by maximum rate of excise duty applicable to tendered item among all bidders. As such tenderer must give information regarding GST in Annexure to Schedule P1-A.

Wherever GST and other supply levies are not applicable or the bidder is exempted at the time or tendering from payment of such duties/levies, he should clearly indicate whether he would charge the same or not at the time of raising the bill. In the event of applicable at the time of raising the bill (where there is possibility of charging) he shall specify the maximum rates which may become applicable on the tax structure applicable at the time of tendering.

1.5.3 **PRICE VARIAION :**

- 1.5.3.1 The Tenderers are required to quotes variable price wherever so desired without ceiling limitation on either side as per formula given in Annexure-'A'. The ruling date of basic prices of raw materials as applicable shall be the date as on first working day

of the calendar month, one month prior to the date of tendering. The date of tendering shall be taken as the notified date of opening of the tenders.

Wherever tenderer has been asked to quote firm prices but he quoted variable prices, his offer shall not be considered. The ruling date of basic prices of raw materials for the price variation purposes shall be same for all the offers. In case it is prior to the notified date, the quoted ex-works prices shall be brought at par as per relevant formula. However, no loading shall be considered for the dates mentioned beyond the notified date.

- 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 charges, for transit & 18 months storage or 12 months from the date of commissioning whichever is less, if applicable, shall remain firm in all respects throughout the currency of the contract.
- 1.5.3.4. Tenderers shall quote firm prices for all items for which firm rates are invited as per schedule P1.
- 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 TENDERS**

- 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 purposes, services, experience record of integrity in dealing, ability to furnish repairs and maintenance services, the time of delivery capability to perform and available facilities such as adequate shops, plants equipments technical organization. Past performance, Design capability. Financial capability, Quality assurance plans or certification etc.
- 1.6.2. In case prices of some items are given in lump sum where unit prices are required, purchaser reserves the right to evaluate unit prices on the basis of the quoted lump sum prices.
- 1.6.3. 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 tenderers who quotes either FIRM price or VARIABLE PRICES WITH CEILING.
- 1.6.4. If any Bidder quotes payment terms, which amount to advance and/or payment which is in deviation from payment terms given in Form 'A' annexed with this Bid document, the Bid shall be loaded a 20% interest per annum on the amount and for period of advance payment involved.
- 1.6.5. Any rebate/discount linked with quantity, terms of payment, any other conditions shall not be considered for the purpose of evaluation and comparison of such offers vis-à-vis others However, the same may be availed while placing orders with such successful Tenderers.

Where slab rates are quoted each slab will be treated as separate offer.

- 1.6.6. If the tenderer fails to quote pieces for any of the item(s)/component(s) as asked for or fails to confirm its supply free of cost the highest price as quoted by other tenderer, for the same, shall be added to computed prices of such tenderer for comparison purpose only.
- 1.6.7. The prices shall be compared inclusive of excise duty and sales tax/VAT.
- 1.6.8. Loading on any other account as may be deemed necessary in the opinion of the purchaser to bring the various offers at par to each other for comparison purposes, 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 chooses without assigning any reasons whatsoever.
- 1.8. **AWARD OF CONTACT :**
- 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 into a contract agreement with the Purchaser as per General Conditions of Form 'A' and other conditions attached with the tender specification.
- 1.8.3. For signing the contract, a duly authorised 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 action as deemed fit shall be taken by purchaser without making any further correspondence with successful Tenderer.
- 1.9. **INCOME TAX AND SALES TAX CLEARANCE CERTIFICATE :**
The Tenderer shall furnish with the tender, Income Tax and Sales Tax clearance certificate of current, as well as of the proceeding year, from the competent authority. Alternatively, the Tenderer shall give valid reasons for his inability to furnish such a certificate. The Purchaser reserves the right to reject any tender if income tax / sales tax clearance certificate. The Purchaser reserves the right to reject any tender if income tax / sales tax clearance certificate 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 documents. No. deviations are permitted except under special circumstances. Should the tenderer wish to depart from the special Conditions of repair contract or General Conditions of Contract Form 'A' in any way; he must draw specific attention to such departure(s). All such deviations shall specifically be filled up in the relevant deviation schedule. If deviations are not specifically recorded in these schedules and submitted alongwith 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 schedules. 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 Nigams official or the Engineer, with respect to his own or other tender. Contravention of these conditions 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 the Engineer.

1.12. **SPECIAL NOTE:**

It may very clearly be noted by all that no modification in price reduction clause no. '32' of contract Form 'A'; shall be accepted. A penalty shall be deducted as:-

- (A) Firm has to lift the damage power Transformer within 07 Days from issue of Lifting order by SE (Store), PVVNL, Meerut in normal condition otherwise a penalty of 0.5% per week (As per form A Condition) at the cost of repair as mentioned in LOI of particular job will be imposed on expiry of 07 days of schedule time for lifting.
- (B) within 70 days reckoned from the date of sanction of estimate of job. If the contractor fails to repair the damaged transformer within specified time (70 days Reckoned from date of sanction of estimate of particular job) then a penalty of Rs. 1000.00 per MVA per day shall be deducted from the firm's bill or security (in case of no bill is pending at discom) subject to following maximum amount mentioned as under.
 - I. Maximum amount equal to cost of repair of that particular job as per sanction estimate up to time limit of 90 days from date of expiry of schedule delivery.
 - II. Maximum amount equal to cost of New Transformer of similar rating as per stock issue rate after expiry of 90 days from schedule delivery.

1.13. **STANDARDS:**

1.13.1. Except as modified by this tender specification, all materials and equipment shall confirm 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 ISS/IEC standards, the salient point of comparison between the standards adopted & 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 reasons, he shall clearly mention the departure and submit complete justification supported by information, drawing etc. as will enable to assess the suitability of parts/components offered.

In the event of the tenderer's specification, drawings form and tables etc. being found to disagree with the requirement of this specification 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 include some specific elements of construction and materials but are not in turned to preclude ingenuity or design 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 deviation shall also be brought out clause by clause in the prescribed schedule.

1.15 **VARIATIONS IN QUANTITY OF DAMAGED/BURNT TRANSFORMERS TO BE REPAIRED:**

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

1.16 **DELIVERY SCHEDULE :**

The delivery shall be quoted specifically and explicitly in schedule 'J' and shall be guaranteed under price reduction clause '32' of General Conditions of Form 'A' and as mentioned in tender's condition.

1.17 **FOREIGN EXCHANGE :**

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