

PASHCHIMANCHAL VIDYUT VITRAN NIGAM LTD.

पश्चिमांचल विद्युत वितरण निगम लि.



SPECIFICATION NO. 01/ITD/2021-22/Noida

Providing 03 Nos. Light Diesel Vehicle (Car/ Jeep) with Driver of good running condition, on contract basis for the period of 01 Year.

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अधिशाली अभियन्ता,

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पश्चिमांचल विद्युत वितरण निगम लि.,

Date of opening: 22.03.2022

*Price Rs.: 1180.00
(Including GST)*

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Information Technology Division

Web Site: www.pvvnl.org

SHORT TERM TENDER INFORMATION FOR WEBSITE

E-Tender for the following works, are invited in two parts by the undersigned from the reputed contractors.

Part-I (Technical bid): The first part shall contain tender fee, earnest money, validity, pre-qualification technical/ commercial part and other terms and conditions. All mentioned technical documents scan copy shall be uploaded on www.etender.up.nic.in by the contractors (no hard copy of any document will be submitted in office or anywhere) up to **15:00 hrs. on 21.03.2022.**

Part-II (Financial bid): The second part (price bid) shall be filled online by visiting at www.etender.up.nic.in up to **15:00 hrs. on 21.03.2022.**

The tender technical part shall be opened publically at **15:00 hrs. on 22.03.2022.** In case tender opening day happens to be a holiday, the tenders shall be opened on the next working day at the same time.

Tender Specification No. 01/ITD/2021-22/Noida: For Providing 03 Nos. Light Diesel Vehicle (Car/ Jeep) with Driver of good running condition, on contract basis for the period of 01 Year.

1. Cost of tender document Rs. 1,180.00

2. Earnest Money of Rs. 16,000.00

Cost of tender document and Earnest Money shall be in form of RTGS only

Details of RTGS: Account name: UPPCL-INFORMATION TECH.DIV.EXPENDITUREAC

Account no. 003105028558, **IFSC Code-** ICIC0000031, **Bank Name:-** ICICI Bank, **Address:** G-31, 32 sector-18, Noida, 201301.

The tender can also be downloaded from the Nigam website but the tender offer of only those tenderers shall be accepted who has submitted tender fee & Earnest Money through RTGS mode and uploaded the proof of submission(like UTR no. , Pay in Slip , issuance bank confirmation mail copy etc.) with all tender documents and filled the price bid on www.etender.up.nic.in .

Please visit website www.pvvnl.org & www.etender.up.nic.in for details/downloads/and for any other corrections/amendments/modifications/extensions till the date of submission of bids. The undersigned reserves the right to reject any or all the tenders / items without assigning any reason thereto.

EXECUTIVE ENGINEER

INFORMATION TECHNOLOGY DIVISION

““Help line Number for Information of Theft of Electricity:

“1912 and 1800-180-3002 (Meerut)”

"SAVE ELECTRICITY IN THE INTEREST OF THE NATION"

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 Specification, Drawing, Instruction to Tenderer, General Requirement of Specification's including Schedules and General Conditions of Contract of Form 'A', as may be applicable so that no ambiguity arises at a later date in respect.
- 1.1.2 Any inconsistency or ambiguity in the offers made by Tenderer shall be interpreted to the maximum advantage of PVVNL and disadvantage to the Tenderer. The Tenderer shall have no right to question the interpretation to the Purchaser in all such cases and the same shall be binding on the tenderer.
- 1.1.3 The tenderer should be prepared and submitted strictly in accordance with the instruction contained in these specifications. The tender shall be complete in all respect. Tender must be submitted in the manner specified on the attached prescribed Schedule and/or copies thereof. To complete the proposal, the Tenderer must fill in the tender form, Declaration, all Schedules & datasheet, annexed with the specification, item in accordance with the instructions and notes supplementary thereto. The interpolations, insertions, cutting & corrections made in the tender offers should be duly initialed by the tenderer.
- 1.1.4 Tenderer shall supply the data required in sheets annexed with the specifications by typing at appropriate places against each item to facilitate preparation of comparative statements. These sheets must be properly signed by authorized representative of the Tender/Manufacturer testifying the data submitted. All schedules must be duly filled in and shall be enclosed with each copy of the tender. In case the Tenderer does not supply any of the required information at the time of tender, necessary loading may be made while evaluating the prices of his offer without giving him any further opportunity to supply or clarify the same. The Tenderers are notified that in case the required information's are not furnished in the specified proforma/schedules attached with the specification, the Purchaser shall not be responsible for any error in the evaluations of their tender on this account. Further, the failure to comply with this requirement may result in the rejection of the tender at the discretion of the Purchaser.
- 1.1.5 Purchaser may revise or amend these specifications and drawings etc. prior to the date notified for opening of tenders. Such revision/amendment, if any, will be communicated to all prospective tenderers as amendment/addendum to the specification maintaining reasonable time schedule for preparation of tender by the Tenderers.
- 1.1.6 Any portion of the terms and conditions as laid down in these specification which are not clear to the Tenderer should be got clarified from the Purchaser before submission of the tender so that no ambiguity/confusion arises at a later date in this respect.
- 1.1.7 Tenderer, if so desire, may authorize one representative for attending tender opening on his behalf. In such instance, the representative shall be required to submit the authorization certificate with his signature duly attested by the person signing tender on behalf of the Tenderer. This certificate shall be submitted to the authority opening the tender. In absence of such certificate, no representative shall be allowed to participate in tender opening.

1.2 PRE-QUALIFYING CONDITIONS: - Enclosed separately.

1.2.1 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

1.3.1 The Tenderer shall submit his tender will be filled online by visiting at www.etender.up.nic.in

I) TENDER BID PART-II

This part shall be submitted through E-Tendering. The tenders of those firms who do not purchase tender specifications through RTGS 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 through only RTGS mode as specified in the tender notice for full tendered quantity. Earnest money of inadequate value shall not be accepted. In case any Tenderer deposits earnest money of a lesser amount, his offer shall not be considered. There shall be no exemption from earnest money, even if the tenderer is registered with DGS&D, Store Purchase Section of UP or UP Small Scale Industries. The earnest money shall be accepted in RTGS form only.

1.3.2.2 Offers without proper earnest money 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.

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

- | | | |
|----|------------|---|
| 1. | Schedule-A | Tender Form |
| 2. | Schedule-B | Documents regarding pre-qualification Details of the Tenderer. |
| 3. | Schedule-C | Declaration |
| 4. | Schedule-E | General Particulars |
| 5. | Schedule-F | List of drawing/literature enclosed with the Tender. |
| 6. | Schedule-G | Schedule of deviation from Technical Specification. |
| 7. | Schedule-H | Schedule of deviation from Instruction to Tenderer |
| 8. | Schedule-I | Schedule of deviation from General Requirement of specifications. |
| 9. | Schedule-J | Schedule of deviation from General Conditions of |

Contract, Form A.

10. Schedule-K Quoted Work Completion Schedule (enclosed)
11. Schedule-L Schedule of Quantities (Not applicable)
12. Schedule-M Statement giving details of Proprietorship/partnership of tendering firm.
13. Complete Technical details, specifications & literature/drawing of equipment offered.
14. Income Tax clearance certificate.

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

1.3.3 TENDER BID PART-II (Prices)

Part-II Bid: **The financial offer shall be submitted through E-Tender.**

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 and uploaded 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 specification. Queries as raised by the purchaser on the technical matters as may be necessary shall be referred to the tenderers to give them 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 confirming to the technical requirement. Price bid Part-II shall be submitted through E-Tender.

- 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 one year in the first instance. In such cases, earnest money submitted in Part-I shall also be forfeited.
- 1.3.6 Tenderer shall ensure to put initials on uploaded each and every page of the tender. Last page of each document forming part of the tender shall bear full signature under official seal fully disclosing the name, designation and relationship with the firm to the signatory. In case of partnership concern, the tender may be signed by all the partner of the firm or one of them holding power of attorney (copy of the power of attorney of the signatory of bid shall be submitted with the bid). In case of corporation/company, tender may be signed either by the president or secretary of such authority to be furnished alongwith the offer) Besides this, the Tenderer shall ensure to furnish the following information.

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

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.

1.5 PRICE & PRICE STRUCTURE

1.5.1 The bidder shall quote a lump sum price for the entire scope of work covered under the package. The bidder shall also furnish breakup of the prices, in the appropriate schedules, to facilitate on account payment of the Owner. The break-up of prices to be quoted shall be as below:

- i) Supply price of equipment/materials: This price shall include ex-works price and all applicable taxes and duties.
- ii) Freight & insurance Charges for delivery of all equipment/materials from the manufacturer's works to the final destination sites.
- iii) Erection Charges: This price shall include unloading at site, handling, storage, erection, testing, commissioning of the equipment/materials and to provide any such services at site as specified in the technical specification.

1.5.2 TAXES & DUTIES

1.5.2.1 GST shall be paid extra as applicable. 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.

1.5.2.2 Entry tax/Octroi duty etc., applicable for delivery of the equipment/materials at the destination sites, if any, shall not be included the bid price and the same shall not be considered for bid evaluation as well. These shall be payable/reimbursable by the Owner, if applicable, during the execution of the contract.

1.5.2.3 As regards the Income Tax, surcharge on Income Tax and service taxes etc. if applicable and other corporate taxes, the Bidder shall be responsible for such payment to the concerned authorities.

1.5.3 **PRICE:** The tenderers are required to quote firm price only. All prices components shall remain firm during the execution of the contract and variation in rates will only be entertain at the time of extension of contract (if required).

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 and services experience, record of integrity in dealing, ability to furnish repairs and maintenance

services, the time of delivery, capability to perform and available facilities such as adequate shops, plant equipment, technical Organization etc.

- 1.6.2 The bid shall be evaluated on the basis of the lump sum price quoted for the complete scope of work covered in the package.
- 1.6.3 The Bidder shall necessary quote all price components, i.e., supply price, Freight & insurance charges and erecting price in the relevant schedules of the bid. Bids for incomplete scope of work shall be rejected by the owner.
- 1.6.4 Any rebate/discount Linked with quantity, terms of payment, any other conditions shall not be considered for the purpose of evaluation and comparison of such offer vis-à-vis others. However, the same may be availed while placing orders with such successful Tenderers. Where slab rates are quoted, each slab will be treated as separate offer.
- 1.6.5 If the Tenderer fails to quote prices for any of the item(s)/component(s) as asked for or confirms its supply free of cost, the highest prices as quoted by other tenderer(s) for the same shall be added to arrive at F.O.R. destination computed prices of such tenderer for comparison purposes only.
- 1.6.6 Loading on account as may be deemed necessary in the opinion of the purchaser to bring the various offers at par 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 tenders in any manner he chose without assigning any reasons whatsoever.

1.8 AWARD OF CONTRACT

- 1.8.1 The Owner will award the Contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined as the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily. The Owner shall be the sole judge in this regard.
- 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-B and other Conditions attached with the tender specification.
- 1.8.3 For signing the contract, a duly authorized representative of the successful Tenderer shall be intent, failing which it shall be considered that he is not interested in accepting the offer and actions as deemed fit shall be taken by purchaser without making any further correspondence with successful Tenderer.

1.9 INCOME AND SALES TAX CLEARANCE CERTIFICATE

The Tenderer shall furnish with the tender, Income Tax, and Sales Tax clearance certificate to current as well of the preceding year from the competent authority. Alternatively, Tenderer shall give valid reasons for his inability to finish 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 specifications or General Conditions of Contract Form A in any way, he must draw specific attention to such departure(s). All such deviations shall specifically be titled up in the relevant deviation schedule. If deviations are not specifically recorded in these schedules and submitted along with the tender documents, it will be presumed that there are no deviations and this interpretation will be binding upon the Tenderer, Purchaser is, however, not bound to accept all or any deviations as mentioned in such schedule. Tenderers are also advised not to enclose their own standard or printed terms and conditions for sale etc. as the same shall not be considered.

1.11 CANVASSING

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

1.12 SPECIAL NOTE

It may very clearly be noted by all that no modification in price reduction clause no. 27 of contract form A shall be accepted i.e. broadly a price reduction of ½% per week subject to a maximum of 10% shall be applicable.

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, the salient point of comparison between the standards adopted and relevant ISS/IEC standards shall be indicated clearly in the proposal.

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

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

1.14 DEVIATION FROM SPECIFICATION

This specification is mainly for the guidance of the Tenderer/manufacturer. These requirements of necessity included same specific elements of construction and materials but are not intended to preclude inhumanity 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 clause in the prescribed 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/completion schedule shall be quoted specifically and explicitly for each complete item in schedule K and shall be guaranteed under price reduction clause No. '32' of General Condition of Form 'A' (annexed).

1.17 LOCAL CONDITIONS

- 1.17.1 It will be imperative on each Bidder to fully inform himself of all local conditions and factors which may have any effect on the execution of the Contract covered under these documents and specifications. The owner shall not entertain any request for clarifications from the bidders, regarding such local conditions.
- 1.17.2 It must be understood and agreed that such factors have properly been investigated and while submitting the proposals. No claim for financial adjustment to the Contract awarded under these specifications and documents will be entertained by the Owner. Neither any change in the time schedule of the Contract nor any financial adjustments arising thereof shall be permitted by the Owner, which are based on the lack of such clear information or its effects on the cost of the Works to the Bidder.

1.18 SCHEDULE OF QUANTITIES AND BASIS OF EVALUATION

- 1.18.1 The schedule of Quantities of supply & services to be provided under the contract is given in the Technical Specification. Such quantities of items are tentative and shall be subject to change during the execution of the contract.

Bids shall, however, be evaluated on the basis of the prices quoted by the bidders for such tentative quantity indicated in the technical specification. During the execution of the contract, the contractor shall be paid based on the unit rates quoted for the actual quantity executed as per the finalized bill of quantities.

Wherever, the price for an item is quoted on lot basis for the scope of work as specified in the Technical Specification for that item, the price of this lot shall remain constant during the execution of the contract. The contractor shall be required to complete that item as per the scope of work specified in the Technical Specification and no deduction from/addition to the price quoted for this item shall be done under any circumstances for the same scope of work as defined in the Technical Specification.

1.19 WORK SCHEDULE

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

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

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

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

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

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

1.20 INSURANCE

- 1.20.1 The Bidder's insurance liabilities pertaining to the scope of Works are detailed out in Clauses titled 'Insurance' in General Requirements of Specifications, Form-B including its corrigenda/addenda and technical specification. Bid price shall include all the cost in pursuance of fulfilling all the insurance liabilities under the Contract.

1.21 Preliminary Examination & Correction of Arithmetical Errors of Bids

- 1.21.1 The owner will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required Earnest Money have been

furnished, whether the documents have been properly signed, and whether the bids are generally in order.

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

1.22 AWARD CRITERIA

1.16.1 The Owner will award the Contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined as the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily. The Owner shall be the sole judge in this regard.

1.22.1 The Owner reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected Bidder or Bidders of the grounds for the Owner's action.

1.23 CONTRACT PERFORMANCE SECURITY

1.23.1 As a Contract Performance Security, the successful Bidder, to whom the work is awarded, shall be required to furnish a Performance guarantee through RTGS mode in favour of the Owner. The guarantee amount shall be equal to two percent (2%) of the total Contract price and it shall guarantee the faithful performance of the Contract in accordance with the terms and conditions specified in these documents and specifications. **The guarantee shall be valid till the end of Warranty Period.**

1.23.2 Upon submission of the Contract Performance Security by the Contractor and its acceptance by the Owner, the earnest money deposit of the Contractor shall be released to him.

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

(a) The successful Bidder guarantees the successful and satisfactory operation of the equipment furnished and erected under the Contract, as per the specifications and documents;

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

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

1.23.5 The value of the Performance Security shall continue to be two percent (2%) of the contract price after Works is taken over by the Owner.

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

1.26.1 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.

1.27 **SPARE PARTS:**

- 1.27.1 The tenderer shall provide recommended set of spare parts required for normal maintenance of the equipment offered for a period of One year.

1.28 FOREIGN EXCHANGE:

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

SCHEDULE 'A'

(Part I)

TENDER FORM

Tender Specification No.- 01/ITD/2021-22/Noida

**To:
EXECUTIVE ENGINEER
INFORMATION TECHNOLOGY DIVISION,
NOIDA**

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. 16,000/-in the form of RTGS has submitted as earnest money.

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

Encl.: As above

Date Day of 20

Yours' faithfully

Witness

(Name & Signature)

(Signature of tenderer in full)

Address

Name

Occupation

Seal

SCHEDULE -B

(Part -I)

Tender Specification No.- 01/ITD/2021-22/Noida

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: Supporting documents for experience may also be enclosed.

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

Years

Turnover (Amount)

(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

SCHEDULE 'C'

(Part I)

DECLARATION

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

Tender invited by

**EXECUTIVE ENGINEER
INFORMATION TECHNOLOGY DIVISION
NOIDA**

Tender for

Name of Tenderer

Specification No. & date of opening

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

Signed this Day of 201.....

Place

Signed by

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

Witness

Name of the firm

Address of the firm

Signature

Seal of the firm

SCHEDULE 'E'

(PART - I)

SCHEDULE OF GENERAL PARTICULARS

Tender Specification No. - 01/ITD/2021-22/Noida

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

11. Total annual turnover of the firm during last five financial years.
12. Actual production per year of the equipment quoted during last five financial years giving quantity and bill value rounded off to two decimal place of Rs. Lacs excluding Central Excise.
13. Manufacturing capacity per month of the quoted equipment otherwise.
14. State the name and designation of your relative(s) if any, working in Pashchimanchal Vidyut Vitran Nigam Ltd.
15. Two percent (2%) 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
20. Whether the erection, testing and commissioning prices are quoted or not YES / NO
21. Terms of payment as mentioned in relevant clause are acceptable or not YES / NO
22. Give GST, (Enclose last clearance certificate)
23. Income Tax Clearance Certificate of current and the preceding year enclosed or not. YES / NO
24. Have you ever been declared bankrupt ? If yes, please give details. YES / NO
25. Whether the Tenderer is agreeable to execute the contract in case the deviations stipulated by him are not acceptable to the purchaser. YES / NO
26. Give two reference (Name, Designation and complete postal address) who can rectify Tenderer's financial status and capacity to undertake such YES / NO

works. One of the reference should be from any scheduled Nationalized bank in India.

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

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

Seal of the Company

Full Signature:

Name:

Designation:

Date:

SCHEDULE 'F'

(Part I)

Tender Specification No.- 01/ITD/2021-22/Noida

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:

SCHEDULE 'G'

(Part I)

Tender Specification No.- 01/ITD/2021-22/Noida

DEVIATIONS FROM "TECHNICAL SPECIFICATION"

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

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

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

Seal of the company

Signature:

Name :

Designation :

Date :

SCHEDULE 'H'

(Part I)

Tender Specification No.- 01/ITD/2021-22/Noida

DEVIATIONS FROM "INSTRUCTION TO TENDERERS"

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

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

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

Seal of the company

Signature :

Name :

Designation :

Date :

SCHEDULE 'I'

(Part I)

Tender Specification No.- 01/ITD/2021-22/Noida

DEVIATIONS FROM "GENERAL REQUIREMENT OF SPECIFICATION"

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

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

SCHEDULE 'J'

(Part I)

Tender Specification No.- 01/ITD/2021-22/Noida

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

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

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

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

Seal of the company

Signature :

Name :

Designation :

Date :

SCHEDULE - 'K'

WORK COMPLETION SCHEDULE

PACKAGE Name:

Specification No.:

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

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

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

Seal of the company

Signature :

Name :

Designation :

Date :

SCHEDULE 'M'

(Part I)

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

Tender invited by: Executive Engineer, Information Technology Division, Noida.

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 :

Seal of the company

Address:

SCHEDULE 'Q'

Tender Specification No.- 01/ITD/2021-22/Noida

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

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

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

Full Signature:

Name:

Seal of the company

Address:

Designation:

SCHEDULE - 'N'
PART- I

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

From, **Tender Specification No, 01/ITD/2021-22/Noida**

To,
The Executive Engineer,
Information Technology Division,
Noida

Sir,

We hereby certify that the tenderer M/s-----
----- has the financial capability to execute the order up to the
value of Rs. 15.00 lac during the period of 3/6 months as per their bank account with us.

Your's Faithfully

Dated.

Signature -----

Name-----

Designation-----

Name of Bank-----

Branch-----

City-----

State-----

GENERAL REQUIREMENTS OF SPECIFICATIONS

2.1 SCOPE

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

2.2 PROJECT DATA

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

2.2 SYSTEM PARTICULARS

- i. Rated system Voltage 33 kV, 11 KV & 0.433 kV
- ii. System Frequency 50 Hz this may vary by $\pm 5\%$
- iii. No. of phase Three
- iv. Neutral Effectively earthed
- v. Auxiliary power supply
 - a) For lighting, fixtures space heater & AC operated coils. 250V, 2 wires 50 Hz A.C.
Supply with one point grounded.
 - b) D.C. Alarm control & protective 24 Volts, un-ground DC

devices

supply from station battery.

The above supply voltage

Will vary as follows:

AC voltage will vary $\pm 10\%$
frequency by $\pm 5\%$ and combine
voltage and frequency $\pm 10\%$ DC
voltage, 20.5 volts to 26.5 volts.

2.4 DRAWING AND MANUALS

2.4.1 The contractor shall furnish four prints of each of the following to the Engineer of the contract within four weeks of the date of order.

- a) General arrangement drawing of the equipment offered.
- b) Detailed dimensional drawing and descriptive literature of all the component supplied.
- c) Basic Electrical diagram.
- d) In addition, the contractor shall also submit four prints to the Engineer within 30 days of the complete bill of material with each item unidentifiable in the detailed drawing with reference. This will also detailed packing list of the equipment.

2.4.2 The engineer shall return to the Contractor one print of each drawing (a) stamped "Approved" or (b) marked up with comments. In case of (a), no further resubmission of drawing is required for Engineer's approval in case of (b) the Contractor shall correct his original drawing to confirm to the comments made by the Engineer and resubmit in the same manner as stated above. Within two weeks after the receipt of marked up the print by him.

2.4.3 The Contractor on receipt of print stamped "Approval" shall furnish to Engineer of the contract, one direct reading reproducible of each drawing and bill of material within two weeks of receipt of approved set.

2.5 MANUALS

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

2.6 RAW MATERIAL

The contractor shall be responsible for timely arrangement/procurement of all the raw materials required for the manufacture of all tendered items and shall furnish their test certificate to the purchaser. However depending on the policy of the Govt. of India, Purchaser may issue essentially certificates for arrangement of such raw materials through CEN, DOE, DGTD or other, who may allot the same to the Contractor at their discretion directly from any of the producers of such raw material or other source but without any financial liability to the affecting/linking the delivery of the equipment with the availability of raw material against such certificate of recommendation.

2.7 INSPECTION & TESTING

As per clause 14 of General Condition of Contract Form 'B' the Contractors shall give 15 days' notice to the S.E.(Equator) & S.E (Comm), PVVNL, Meerut under intimation to the MD, PVVNL, Meerut & the purchase of every lot of material being ready duly packed for dispatch along with routine test result of the material offered and details of dispatches made against last authorization for dispatch in addition to the test specified in the Technical Specification. The purchaser reserves the right of carrying out at site such tests as he may decide upon. Such additional tests will be carried out at the Purchaser's expenses.

The contractor shall also render necessary assistance to the Inspecting Office (s) in making random sampling. Wherever considered necessary, the material shall be marked, embossed or sealed by the Inspection Office after inspection has been carried out and the material approved for dispatch.

The Purchaser shall reserve the right to draw required number of samples of other Major items of raw material. These samples shall however, be drawn and sealed in the presence of Contractor of his authorized representative. The purchaser further reserves the right to get these samples tested from any Govt. recognized Test house/Laboratory.

The Contractor shall record either of the following certificates on the invoice packing list (challan) as the case may be.

Certified that the consignment (lot) of material supplied through this invoice/packing list (challan) has been inspected and tested by representative (s) of MD, PVVNL and SE (Equator), PVVNL, Meerut and has been approved for dispatch.

OR

Certified that the inspection and testing of consignment (lot) of material supplied through this invoice packing list (challan) has been waived off by the purchaser vide his letter No. Dated It is further certified that the material have been tested and results have been found to be with in value specified in the relevant ISS/Contract as per copies of test certificate enclosed.

Notwithstanding the inspection carried out by the Officers of PVVNL, Meerut, in case of any short/defective supply of material detected by the consignee the contractor shall be liable to make good such shortage/rectify the defects. The consignment also be subjected to joint inspection by Representative of the contractor and the purchaser in the stores of PVVNL in case of any dispute regarding quality and/or quantity of the material supplied.

In case of the material offered for inspection is not found ready when the inspection party reaches to the works of the contractor, the cost incurred by the PVVNL on this account will become payable by the Contractor on demand by S.E (Comm), PVVNL, Meerut within 30 days.

2.8 PRODUCTION SCHEDULE & PROGRESS REPORT

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

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

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

2.9 PACKING & DESPATCH OF EQUIPMENT

- 2.9.1 All equipments shall be dispatched either by railroad as per the choice of the contractor. However, the responsibility of the delivery and the receipt of the same at destination station site (s) shall be that of the contractor.
- 2.9.2 All equipment/material shall be suitably packed for transport cartage to site and outdoor storage during transit. The contractor shall be responsible for any damage to the equipment during transit due to improper and inadequate packing. The case containing fragile or material easily prone to damage shall be very carefully packed and marked with appropriate caution symbol i.e. "FRAGILE", "HANDLE WITH CARE USE NO HOOK" etc. The contents of each package shall bear/packing list. Packing shall provide complete protection from moisture termites and mechanical shocks etc. Wherever necessary, proper arrangement of attaching slings for lifting shall be provided. All packages shall be clearly marked with gross weight sign showing Up and Down side of boxes content of each packages, order No. and date, name of plane/equipment of which the material in package from part and any handling and unpacking instruction considered necessary. Any material found short inside the packing case shall be supplied by the contractor without any extra cost. Contractor shall ascertain, prior to shipment from concerned authorities, the transport limitation, like within and maximum allowable package size of transportation. All packing case and packing material shall become the property of the PURCHASER.
- 2.9.3 Any demurrage and wharf age or other charges payable due to non-implementation of any of the above instruction shall be Contractor's account.

2.10 REJECTION

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

2.11 DISPATCH INSTRUCTION

- 2.11.1 Detailed dispatch instruction shall be issued by the Engineer for the quantities authorized for dispatch who however reserve the right to amend the dispatch instructions at any time before the actual dispatch of the material. It may be noted that no material is to be dispatched without satisfactory testing inspections clearance by the representative of MD & DGM (Equator), PVVNL, Meerut.
- 2.11.2 Telegraphic intimation shall be sent to consignee immediately after the goods are booked and following documents shall be sent by the Contractor to the bankers and additional copy each shall also be sent directly to the Purchaser and to the consignee by registered mail the same day.

- a) Evidence of dispatch i.e., Railway Receipt
- b) Packing list (3 copies)
- c) Invoice (3 copies)
- d) Test Certificate (3 copies)

2.11.3 In case of transport by Road, the Contractor shall deliver the material/equipment to the consignee at the specified place of delivery with the following documents and one additional copy of each set directly to the purchaser.

- a) Delivery Challan (2 copies)
- b) Invoice (2 copies)
- c) Packing list (2 copies)
- d) Test Certificate (2 copies)

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

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

2.12 INSURANCE

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

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

The perils required to be covered under insurance shall include, but not be limited to fire and allied risks, miscellaneous accidents (erection risks) workman compensation risks, loss or damage in transit, theft, pilferage, riot and strikes and malicious damages, civil commotion,

weather conditions, accidents of all kinds etc. the scope of such insurance shall be adequate to cover the replacement / reinstatement cost of the equipment of all risks up to and including delivery of goods and other costs till the equipment is delivered at site. The insurance policies to be taken should be on replacement value basis and / or incorporating escalation clause. Notwithstanding the extent of insurance cover and the amount of claim available from the underwriters, the contractor shall be liable to make good the full replacement /rectification value of all equipments/material and to ensure their availability as per project requirements.

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

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

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

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

- 2.12.2 Insurance is to be taken by the contractor at his own cost for the F.O.R. destination value of the equipment for transit from the manufacturer's warehouse to the purchaser's warehouse plus 30 days storage thereafter for supply of material.
- 2.12.3 All damages and shortages of the equipment after its delivery destination Railway station and transportation to stores and storage there after shall be notified by the consignee by registered post to contractor or his authorized representative within 30 days of making good the damage or loss by way of replacement of the equipment damage or lost.
- 2.12.4 The contractor shall take up the matter with insurance company for finalization of claims and purchaser shall provide required information. All further action in connection with making and setting of claims, if any will be carried out by the contractor for which no extra payment will be made.

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

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

2.13 TERMS OF PAYMENT

The following shall be terms of payment:

A SUPPLY PORTION PRICE:

- i) **ADVANCE PAYMENT:** No advance payment shall be made
- ii) **ON DELIVERY OF MATERIAL:** Not Applicable.
- iii) **ON FINAL ACCEPTANCE:** Payment on submission of Bill and verification of work subject to penalty & availability of the funds and other clauses of contract.

B Monthly services: Payments shall be done on monthly basis subject to availability of funds.

C MODE OF PAYMENT

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

2.14 DELIVERY AND COMPLETION

The commencement of delivery period shall be counted from the date of letter of indent of date of signing of detailed order, as the case may be.

2.15 SECURITY DEPOSIT

The contractor shall deposit security as required under Clause 3.0 of the “General Conditions of the Contract” Form ‘A’ @ 2% (Two percent) of the F.O.R. destination price of material in the form of RTGS to the it division Noida account The above security shall be sent within 30 days of the award of contract. The validity of the security deposit in any of the above form shall be for a period of 24 months from the date of receipt of last lot of material with a claim period of six months thereafter, in the supplies are delayed beyond the delivery schedule mentioned in the order, the contractor shall extend the validity of the security deposit so as to cover a period of 24 months from the day by which he anticipates completing the supplies, failing which the purchaser shall have the right to Ancash the Bank Guarantee without making any reference to him. This order is liable to be cancelled if security is not deposited within the time specified and in the event Earnest shall be forfeited. The contractor shall not commence the supply of material till such time he deposits security as above and the intimation Contract.

The security will be released to the contractor after expiry of guarantee period of the last consignment against the contract.

2.16 TRAINING OF ENGINEERS

2.16.1 The purchaser may depute his engineer for a period as mutually agreed, at the manufacturer’s works for a purpose of familiarization with equipment and techniques covered under the specification, including training in commissioning, operation, maintenance and

troubleshooting aspect etc. The contractor shall provide the necessary training facilities free of cost to the purchaser and also indicate/suggest training program etc. In case this training course is being run regularly by the manufacturer or his principles, this may be indicated in the tender, along with details of training, duration, schedules date, course content etc. The traveling expenses from U.P. to their place of training and back and maintenance of the deputed trainees shall be borne by the purchaser.

- 2.16.2 The Contractor shall depute his Senior Engineer/Specialist to the Training Institute/Staff Colleges or the purchasers for training familiarization course when requested by the purchaser.

2.17 JUDICIAL JURISDICTION

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

2.17 ARBITRATION CLAUSE 31 OF FORM 'A'

The following is deemed to be added at the end of the Part-I in the Arbitration Clause 38 of Form 'A'

“In case of refusal/neglect by such nominee Chairman and Managing Director, PVVNL, Meerut may nominate another person in his place.”

FORM 'A'

GENERAL CONDITIONS FOR THE SUPPLY OF PLANT AND THE EXECUTION OF WORKS IN CONNECTION WITH SCHEMES IN PASHCHIMANCHAL 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.

"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.

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

Subletting of Contract

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

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 ofA separate agreement for such training shall be signed by the Engineer/Engineers selected for training the Purchaser and the Contractor on the form appended hereto.

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 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 Contract as shown by the drawings of the specification shall be made by the Contractor except as directed in writing by the Engineer, but the Engineer shall have full power, subject to the provision hereinafter contained, from time to time during the execution of the Contract by notice in writing to instruct Contractor to make such variation without prejudice to Contract, and the Contractor shall carry out the such instructions and be bound by the same conditions as for as applicable, as through the said variation occurred in the specification. If any suggested variations would in the opinion of the Contractor, if carried out prevent him from fulfilling any of his obligations or guarantees under the Contract he shall notify the Engineer thereof in writing and the Engineer shall decide forthwith whether or not the same shall be carried out and if the Engineer confirms his instruction the Contractor's obligations and guarantees shall be modified to such an extent as may be justified. The difference of cost, if any occasioned by any such variations, shall be added or deducted from Contract price as the case may require. The amount of such rates specified in the Schedule of Prices, so far as the, same may be applicable and where the rates are not contained in the said Schedules or are not applicable they shall be settled by the Engineer and Contractor, jointly, as far as possible, before such variations are carried out. Provide that the Purchaser shall not become liable for the payment of any charge in respect of any such variations, unless the instruction for the performance of the same shall have been given in writing by the Engineer.

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

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

In every case in which the Contractor shall receive instructions from the Engineer carrying out any work which either then or later will in the opinion of the Contractor, involve a claim for additional payment, the Contractor shall, as

soon as reasonably possible after the receipt of such instructions inform the Engineer of such claim for additional payment.

Negligence

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

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

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 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 Contactor or tradesmen whose names shall have been previously

communicated in writing to the Contractor by the Engineer, and afford them every facility for their several works simultaneous with his own.

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

**Engineer's
decision**

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 setting 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 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

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.

(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 expanded or used either wholly or in part or be not used at the discretion of the Engineer and entirely as he may decide and direct. If no part or only a part thereof be used then the whole or the part not used as the clause may be, shall be deduction from the Contractor price. If the sum used is more than such provision, the Contractor shall pay the excess. In the case of materials supplied on work done by a Sub Contractor, the total of the net sums paid to

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

**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.

**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 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.

36. For a period of 12(twelve) calendar months commencing from the date on which the plant is taken, over is deemed to have been taken over under clause 25(called "the maintenance period") the Contractor shall remain liable to replace any defective parts that may develop in Plant of his own manufacture or those of his Sub-Contractor approved in the clause 6 under the conditions provided for by the Contract under proper use and arising solely from faulty design, materials or workmanship provided always that such

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

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.N.L. and the Engineer of the Contract on the other hand Contract, or as the true construction, meaning and intent of any part or condition of the same or as to manner of execution or as to the quality or description of or the payment for the same, or as to the true intent, meaning, interpretation construction or effect of the clause of the contract specification or drawing or any of them or as to anything to be, done committed or suffered in pursuance of the contract or specification, or as in the mode of carrying the contract into effect or as to the breach or alleged breach or as to obviating or compensation for the commission any of such breach or as to any other matter or thing whatsoever connected with or arising out of the contract, and whether before or during the progress or after the completion of the contract such question, difference or dispute shall be referred for adjudication to the M.D., P.V.V.N.L. or any other person nominated by him 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.

FORM OF AGREEMENT (Referred to in clause 3)

THIS Agreement made the

day of20 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 byon behalf of
.....(the Contractor) and(the Engineer of the
Purchaser) on behalf on the Purchaser and all of which are deemed to form part of this
Contract as through separately set out herein and are included in the expression "Contract"
whenever herein used.

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

AND

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

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

Signed

Signed

(for and on behalf of the Purchaser)

(date)

(Contractor)

in the presence of (date)

by in the presence of

and of

and of

FORM OF AGREEMENT (Referred into clause 7-A)

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

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

NOW THIS INDENTURE WITNESS as – follows

- 1 The Engineer binds himself to receive practical training on*..... for a term of at
least*..... with the Company/Firm.
- 2 The Engineer consents with the Nigam and the Company/Firm as
follows: -
 - (a) That his passage to.....and back
on completion of his period of training will be paid by the Nigam admissible to
*.....class of Government servants subject to
the conditions specified below.
 - (b) That he will during the said terms receive from the Nigam on remuneration but the
salary he has been receiving before proceeding on deputation and such allowances, if
any, as the Nigam may decide.
 - (c) That he shall, during the period of deputation with the Company/Firm be under the
direct control of the Company/Firm and will abide by their rules.
 - (d) That he shall keep diaries of work done and experience gained by him
and will submit them periodically to the PVVNL for information.
 - (e) That he shall not absent himself without sanction of Company/Firm for any cause
whatsoever.
 - (f) That in case of disobedience, insubordination, unsatisfactory work or breach of any of
the conditions herein contained, the Company/Firm may for reasons recorded in
writing terminate the training of the Engineer with the concurrence of the Nigam. In
case it does so without such concurrence it shall be liable to pay all expenses and
charges incurred by the Nigam subsequent to such termination provided that the
Nigam considers the ground on which the training was terminated to be insufficient.
After the grounds have been considered to be insufficient if the Company/Firm refuses
to resume the Engineer's training it shall further be liable to pay the passage to the
Engineer back to India.
 - (g) That he shall not hold the Nigam liable for damages or compensation for any injury
suffered by him through an accident or by reason of any wrongful act neglect or default
of the company/Firm or its servants or agents or from any other cause with employed
as such Engineer.
 - (h) That in the event of the period of training being terminated for the reasons specified
in clause (i), the Engineer shall forfeit his claim to the return passage which will be
granted only on satisfactory completion of the period of training in question.

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

Signed by

.....

(.....)*

.....**

(Engineer)

of the Nigam and the

1.....

(.....)*

.....**

2.....

(.....)*

.....

Signed by

.....

(.....)*

.....*

(.....)*

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

1.....

(.....)*

.....**

2.....

(.....)*

.....

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

CORRIGENDA /ADDENDA TO 'FORM-A'

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

1.0 CLAUSE NO. 1

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

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

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

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

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

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

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

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

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

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

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

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

- a) Indian Electricity Act, 1905, and Rules and Regulations made thereunder
- b) Indian Factory Act, 1948, and Rules and Regulations made thereunder
- c) Indian Explosive Act, 1884, and Rules and Regulation made thereunder
- d) Indian Petroleum Act, 1934, and Rules and Regulations made thereunder.

- e) A.S.M.E. Test Codes.
- f) A.I.E.E. Test Codes.
- g) American Society of Material Testing Codes.
- h) Standards of the Indian Standards Institution.
- i) Other internationally approved standards and/or Rules and Regulations touching the subject matter of the Contract.

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

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

2.0 CLAUSE NO. 3

The Contract Performance Security shall be two percent (2%) of the total contract price and shall be in accordance with the relevant clause of the 'Instructions of Tenderers'.

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

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

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

3.0 CLAUSE NO. 10.0

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

4.0 CLAUSE NO. 36.0

The existing clause shall be replaced the following:

- a) The contractor shall warrant that the equipment will be new, unused and in accordance with the Contract Documents and free from defects in material and workmanship for a period of ~~Thirty six (36) calendar months~~ commencing immediately upon the satisfactory commissioning. The Contractor's liability shall be limited to the replacement of any defective parts in the equipment of his own manufacture or those of his sub-Contractors, under normal use and arising solely from faulty design, materials

and/or workmanship provided always that such defective parts are repairable at the Site and not in meantime essential in the commercial use of the equipment. Such replaced / defective parts shall be returned to the Contractor unless otherwise arranged. No repairs or replacement shall normally be carried out by the Engineer/Purchaser when the equipment is under the supervision of the Contractor's supervisory Engineer.

- b) In the event of any emergency where in the judgement of the Engineer, delay would cause serious loss or damages, repairs or adjustment may be made by the Engineer or a third party chosen by the Engineer without advance notice to the Contractor and the cost of such work shall be paid by the Contractor. In the event such action is taken by the Engineer, the Contractor will be notified promptly and he shall assist wherever possible in making necessary corrections. This shall not relieve the Contractor of his liabilities under the terms and conditions of the Contract.
- c) If it becomes necessary for the Contractor to replace or renew any defective portions of the Works, the provisions of this clause shall apply to that portion of the Works so replaced or renewed until the expiry of Twelve (12) months from the date of such replacement or renewal or Thirty-Six (36) months from the date of initial commissioning of the equipment whichever is later. If any defects are not remedied within a reasonable time, the Engineer may proceed to do the work at the Contractor's risk and cost, but without prejudice to any other rights which the Owner may have against the Contractor in respect of such defects.
- d) The repaired or new parts will be furnished and erected free of cost by the Contractor. If any repair is carried out on his behalf at the Site, the Contractor shall bear the cost of such repairs.
- e) The cost of any special or general overhaul rendered necessary during the maintenance period due to defects in the equipment or defective work carried out by the Contractor, the same shall be borne by the Contractor.
- f) The acceptance of the equipment by the Engineer shall in no way relieve the Contractor of his obligations under this clause.
- g) In the case of those defective parts which are not repairable at Site but are essential for the commercial operation of the equipment, the Contractor and the Engineer shall mutually agree to a programme of replacement or renewal which will minimize interruption to the maximum extent, in the operation of the equipment.
- h) At the end of the Guarantee Period, the Contractor's liability cases.
- i) In the respect of goods supplied by Sub-Contractor to the Contractor where a longer guarantee (more than 36 months) is provided by such Sub-Contractor, the Owner shall be entitled to the benefit of such longer guarantees.
- j) The provisions contained in this clause will not be applicable:
 - (i) If the owner has not used the equipment according to generally approved industrial practice and in accordance with the conditions of operation specified and in accordance with the operating manuals, if any.
 - (ii) In case of normal wear and tear of the parts to be specifically mentioned by the contractor in the offer.

5.0 CLAUSE NO. 38

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

6.0 CLAUSE NO. 39

CONSTRUCTION OF THE CONTRACT

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

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

7.0 TIME – THE ESSENCE OF CONTRACT

07.1 The time and the date of completion of the Contract as stipulated in the Contract by the Owner without or with modifications, if any, and so incorporated in the Contract, shall be deemed to be the essence of the Contract. The Contractor shall so organize his resources and perform his work as to complete it not later than the date agreed to.

7.2 The Contractor shall submit a detailed PERT network/bar chart within the time frame agreed consisting of adequate number of activities covering various key phases of the work such as design, procurement, manufacturing, shipment and field erection activities within fifteen (15) days of the date of notification of Award of Contract. This network shall also indicate the interface facilities to be provided by the Owner and the dates by which such facilities are needed. The Contractor shall discuss the network so submitted with the Owner and the agreed network shall form part of the Contract Documents.

7.3 During the performance of the Contract, if in the opinion of the Engineer, proper progress is not maintained, suitable changes shall be made in the Contractor's operations to ensure proper progress without any cost implication to the Owner. The interface facilities to be provided by the Owner in accordance with the agreed network shall also be reviewed while reviewing the progress of the Contractor.

7.4 Based on the above agreed network/bar chart fortnightly reports shall be submitted by the Contractor as directed by the Engineer.

8.0 EFFECTIVENESS OF CONTRACT

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

9.0 PATENT RIGHTS AND ROYALTIES

Royalties and fees for patents covering materials, Articles, apparatus, devices, equipment or processes used in the works shall be deemed to have been included in the Contract Price. The Contractor shall satisfy all demands that may be made at any time such royalties or fees and he alone shall be liable for any damages or claims for patent infringements and shall keep the Owner indemnified in that regard. The Contractor shall, at his own cost and expense, defend all suits or proceedings that may be instituted for alleged infringement of any patents involved in the works, and, In case of an award of damages, the Contractor shall pay for such award. In the event of any suit or other proceedings instituted against the Owner. But it shall be understood that no such machine, plant, work, material or thing has

been used by the Owner for any purpose or any manner other than that for which they have been furnished and installed by the Contractor by the Owner will not be made while any such suit or claim remains unsettled. In the event any apparatus or equipment, or any part thereof furnished by the Contractor, is in such suit or proceedings held to constitute infringement, and its use is enjoined, the Contractor shall at his option and his own expense, either procure for the Owner, the right to continue the use of said apparatus, equipment or apart thereof, replace it with non-infringing apparatus or equipment or modify it, so it becomes non-infringing apparatus or equipment or modify it, so it becomes non-infringing.

10.0 CO-OPERATION WITH OTHER CONTRACTORS AND CONSULTING ENGINEERS

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

11.0 DEDUCTIONS FROM CONTRACT PRICE

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

12.0 TRANSFER OF THE TITLE

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

This Transfer of Title shall not be construed to mean the acceptance and the consequent "Taking over" of equipment and materials. The Contractor shall continue to be responsible for the quality and performance of such equipment and materials and for their compliance with the specifications until "Taking Over" and the fulfillment of guarantee provisions of this Contract.

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

13.0 LIABILITY FOR ACCIDENTS AND DAMAGES

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

14.0 DELAYS BY OWNER OR HIS AUTHORISED AGENTS

In case of the Contractor's performance is delayed due to any act of omission on the part of the Owner or his authorized agents, then the Contractor shall be given due extension of time for the completion of the Works, to the extent such omission on the part of the Owner has

caused delay in the Contractor's performance of the Contract. Regarding reasonableness or otherwise of the extension of time, the decision of the Engineer shall be final.

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

15.0 FORCE MAJEURE

Force majeure is herein defined as any cause which is beyond the control of the Contractor or the Owner as the case may be, which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affects the performance of the Contract, such as:

- a) Natural phenomena including but not limited to floods, droughts, earthquakes and epidemics;
- b) Acts of any Government, domestic or foreign, including but not limited to war, declared or undeclared, priorities, guaranties, embargoes.

Provided either party shall within fifteen (15) days from the occurrence of such a cause notify the other in writing of such causes.

The Contractor or the Owner shall not be liable for delays in performing his obligations resulting from any force majeure cause as referred to and/or defined above.

The date of completion will, subject to hereinafter provided, be extended by a reasonable time even though such cause may occur after Contractor's performance of obligation has been delayed due to other causes.

16.0 SUSPENSION OF WORK

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

17.0 CONTRACTOR'S DEFAULT

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

without being responsible to the Contractor for fair wear and tear thereof and to the exclusion of any right of the Contractor over the same, and the Owner shall be entitled to retain and apply any balance which may otherwise be due on the Contract by him to the Contractor, or such part thereof as may be necessary, to the payment of the cost of executing the said part of the Works or of completing the Works as the case may be. If the cost of completing the works or executing a part thereof as aforesaid shall exceed the balance due to the Contractor, the Contractor shall pay such excess. Such payment of excess amount shall be independent of the liquidated damages for delay which the Contractor shall have to pay if the completion of works is delayed.

17.2 In addition, such action by the Owner as aforesaid shall not relieve the Contractor of his liability to pay liquidated damages for delay in completion of Works as defined in clause 13.0 of this section.

17.3 Such action by the owner as aforesaid the termination of the contract under this clause shall not entitle the Contractor to reduce the value of the Contract Performance Guarantee nor the time thereof. The Contract Performance Guarantee shall be valid for the full value and for the full period of the Contract including guarantee period.

18.0 TERMINATION OF CONTRACT ON OWNER'S INITIATIVE

18.1 The owner reserves the right to terminate the Contract either in part or in full due to reasons other than those mentioned under clause entitled Contractor's default. The Owner shall in such an event give fifteen (15) days' notice in writing to the Contractor of his decision to do so.

18.2 The Contractor upon receipt of such notice shall discontinue the work on the date and to the extent specified in the notice, make all reasonable efforts to obtain cancellation of all orders and contracts to the extent they are related to the work terminated and terms satisfactory to the owner, stop all further sub-contracting or purchasing activity related to the work terminated, and assist the owner in maintenance, protection, and disposition of the Works acquired under the Contract by the Owner.

18.3 In the event of such a termination the Contractor shall be paid compensation, equitable and reasonable, dictated by the circumstances prevalent at the time of termination.

18.4 If the Contractor is an individual or a proprietary concern and the individual or the proprietor dies and if the Contractor is a partnership concern and one of the partners dies then unless the Owner is satisfied that the legal representatives of the individual contractor or of the proprietor of the propriety concern and in the case of partnership, the surviving the partners, are capable of carrying out and completing the contract the Owner shall be entitled to cancel the contract as to is incomplete part without being in any way liable to payment of any compensation to the estate of deceased Contractor and/or to the surviving partners of the Contractor's firm on account of the cancellation of the Contract. The decision of the Owner that the legal representatives of the deceased Contractor or surviving partners of the Contractor's firm cannot carry out and complete the Contract shall be final; and binding on the parties. In the event of such cancellation the Owner shall not hold the estate of the deceased Contractor and/or the surviving partners of the estate of the deceased Contractor and/or the surviving partners of the Contractor's firm liable to damage for not completing the Contract.

19.0 FRUSTRATION OF CONTRACT

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

20.0 REGULATIONS OF LOCAL AUTHORITIES AND STATUTES

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

21.0 ACCESS TO SITE AND WORKS ON SITE

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

22.0 CONTRACTOR’S SITE OFFICE ESTABLISHMENT

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

23.0 CO-OPERATION WITH OTHER CONTRACTORS

- 23.1 The Contractor shall co-operate with all other Contractors or tradesmen of the owner, who may be performing other works on behalf of the Owner and the workmen who may be employed by the Owner and doing work in the vicinity of the Works under the Contract. The Contractor shall also so arrange to perform his work as to minimize, to the maximum extent possible, interference with the work of other Contractors and their workmen. Any injury or damage that may be sustained by the employees of the other Contractors and the Owner, due to the Contractor’s work shall promptly be made good at the Contractor’s own

- expense. The Engineer shall determine the resolution of any difference or conflict that may arise between the Contractor and other Contractors or between the Contractor and the workmen of the owner in regard to their work. If the work of the Contractor is delayed because of any acts of omission of another Contractor, the Contractor shall have no claim against the Owner on that account other than an extension of time for completing his Works.
- 23.2 The Engineer shall be notified promptly by the Contractor of any defects in the other contractor's works that could affect the Contractor's Works. The Engineer shall determine the corrective measures if any required to rectify this situation after inspection of the works and such decisions by the Engineer shall be binding on the Contractor.
- 24.0 DISCIPLINE OF WORKMEN**
- 24.1 The Contractor shall adhere to the disciplinary procedure set by the Engineer in respect of his employees and Workmen at Site. The Engineer shall be at liberty to object to the presence of any representative or employee of the Contractor at the Site, if in the opinion of the Engineer such employee has misconducted himself or is incompetent or negligent or otherwise undesirable and then the Contractor shall remove such a person objected to and provide in his place a competent.
- 25.0 CONTRACTOR'S FIELD OPERATION**
- 25.1 The Contractor shall keep the Engineer informed in advance regarding his field activity plans and schedules for carrying out each part of the works. Any review of such plan or schedule or method of work by the Engineer shall not relieve the Contractor of any of his responsibilities towards the field activities. Such reviews shall also not be considered as an assumption of any risk or liability by the Engineer or the Owner or any of his representatives and no claim of the Contractor will be entertained because of the failure or inefficiency of any such plan or schedule or method of work reviewed. The Contractor shall be solely responsible for the safety, adequacy and efficiency of plant and equipment and his erection methods.
- 25.2 The Contractor shall have the complete responsibility for the conditions of the work-site including the safety of all persons employed by him or his Sub-Contractor and all the properties under his custody during the performance of the work. This requirement shall apply continuously till the completion of the Contract and shall not be limited to normal working hours. The construction review by the Engineer is not intended to include review of Contractor's safety measures in, on or near the work site, and their adequacy or otherwise.
- 26.0 PROTECTION OF WORK**
- 26.1 The Contractor shall have total responsibility for protecting his works till it is finally taken over by the Engineer. No claim will be entertained by the owner or by the Engineer for any damage or loss to the Contractor's works and the Contractor shall be responsible for complete restoration of the damaged works to original conditions to comply with the specification and drawings, should any such damage to the Contractor's works occur because of any other party not being under his supervision or control. The contractor shall make his claim between the Contractor and the other party or parties concerned regarding the responsibility for damage to the contractor's works, the same shall be resolved as per the provisions of the Clause 28.0 above entitled "Cooperation with other Contractors". The Contractor shall not cause delay in the repair of such damaged works because of any delay

in the resolution of such dispute. The Contractor shall proceed to repair the Work immediately and no cause thereof will be assigned pending resolution of such disputes.

27.0 EMPLOYMENT OF LABOUR

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

28.0 FACILITIES TO BE PROVIDED BY THE CONTRACTOR

28.1 Tools, tackles and scaffoldings

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

28.2 First-Aid

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

28.3 Cleanliness

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

29.0 SECURITY

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

30.0 CONTRACTOR'S AREA LIMITS

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

31.0 CONTRACTOR'S CO-OPERATION WITH THE OWNER

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

32.0 MATERIALS HANDLING AND STORAGE

- 32.1 All the equipment furnished under the Contract and arriving at Site shall be promptly received, unloaded, transported and stored in the storage spaces by the Contractor.
- 32.2 Contractor shall be responsible for examining all the shipment and notify the Engineer immediately of any damage, shortage, discrepancy etc. for the purpose of Engineer's information only. The Contractor shall submit to the Engineer every week a report detailing all the receipts during the week. However, the Contractor shall be solely responsible for any shortages or damage in transit, handling and/or in storage and erection of the equipment at Site. Any demurrage, wharfage and other such charges claimed by the transporters, railway etc. shall be to the account of the Contractor.
- 32.3 The Contractor shall maintain an accurate and exhaustive record detailing out the list of all equipment received by him for the purpose of erection and keep such record open for the inspection of the Engineer-in-Charge.
- 32.4 All equipment shall be handled very carefully to prevent any damage or loss. No bare wire ropes; slings, etc. shall be used for unloading and/or handling of the equipment without the specific written permission of the Engineer. The equipment stored shall be properly protected to prevent damage either to the equipment or the floor where they are stored. The

- equipment from store shall be moved to the actual location at the appropriate time so as to avoid damage of such equipment at Site.
- 32.5 All electrical panels, control gears, motors and such other devices shall be properly dried by heating before they are installed and energized. Motor bearings, slip rings, commutators and other exposed parts shall be protected against moisture ingress and corrosion during storage and periodically inspected.
- 32.6 All the electrical equipment such as motors, generators, etc. shall be tested for insulation resistance at least once in three months from the date of receipt till the date of commissioning and a record of such measured insulation values maintained by the Contractor. Such records shall be open for inspection by the Engineer.
- 32.7 The Contractor shall ensure that all the packing materials and protection devices used for the various equipment during transit and storage are removed before the equipment are installed.
- 32.8 The consumable and other supplied likely to deteriorate due to storage must be thoroughly protected and stored in a suitable manner to prevent damage or deterioration in quality by storage.
- 32.9 All the materials stored in the open or dusty location must be covered with suitable weather-proof and flame proof covering material wherever applicable.
- 32.10 If the materials belonging to the Contractor are stored in areas other than those earmarked for him, the Engineer will have the right to get it moved to the area earmarked for the Contractor at the Contractor's cost.
- 32.11 The Contractor shall be responsible for making suitable indoor storage facilities to store all equipment which require indoor storage. Normally, all the electrical equipment such as motors, control gear, generators, exciters and consumables like electrodes, lubricants etc. shall be stored in the closed storage space. The Engineer, in addition, may direct the Contractor to move certain other materials, which in his opinion will require indoor storage, so indoor storage areas which the contractor shall strictly comply with.

33.0 CONSTRUCTION MANAGEMENT

- 33.1 The field activities of the Contractors Working at Site, will be coordinated by the Engineer and the Engineer's decision shall be final in resolving and disputes or conflicts between the Contractor and other Contractors and tradesmen of the owner regarding scheduling and co-ordination of work. Such decision by the Engineer shall not be a cause for extra compensation or extension of time for the Contractor.
- 33.2 The Engineer shall hold weekly meetings of all the Contractor's working at Site, at a time and place to be designated by the Engineer. The Contractor shall attend such meetings and take notes of discussions during the meeting and the decision of the Engineer and shall strictly adhere to those decisions in performing his works. In addition to the above weekly meeting, the Engineer may call for other meeting either with individual contractors or with selected number of Contractors and in such a case the Contractor if called, will also attend such meetings.
- 33.3 Time is the essence of the Contract and the Contractor shall be responsible for performance of his works in accordance with the specified construction schedule. If at any time, the Contractor is falling behind the schedule, he shall take necessary action to make good for

such delays by increasing his work force or by working overtime or otherwise accelerate the progress of the work comply with the schedule and shall communicate such actions in writing to the Engineer, satisfying that his action will compensate for the delay. The Contractor shall not be allowed any extra compensation for such action.

- 33.4 The Engineer shall, however, not be responsible for provision of additional labour and/or materials or supply or any other services to the Contractor except for the coordination work between various Contractors as set out earlier.

34.0 FILED OFFICE RECORDS

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

35.0 CONTRACTOR'S MATERIALS BROUGHT ON TO SITE

- 35.1 The Contractor shall bring to Site all equipment, components, parts, materials, including construction equipment, tools and tackles for the purpose of the works under intimation to the Engineer. All such goods shall, from the time of their being brought vest in the Owner, but may be used for the purpose of the Works only and shall not on any account be removed or taken away by the Contractor without the written permission of the Engineer. The Contractor shall nevertheless be solely liable and responsible for any loss or destruction thereof and damage thereto.
- 35.2 The owner shall have a lien on such goods for any sum or sums which may at any time to due or owing to him by the Contractor, under, in respect of or by reasons of the Contract. After giving a fifteen (15) days' notice in writing of his intention to do so, the Owner shall be at liberty to sell and dispose of any such goods, in such manner as he shall think fit include public auction or private treaty and to apply the proceeds in or towards the satisfaction of such sum or sum due as aforesaid.
- 35.3 After the completion of the Works, the Contractor shall remove from the Site under the direction of the Engineer, the materials such as construction equipment, erection tools and tackles, scaffolding etc. with the written permission of the Engineer. If the Contractor fails to remove such materials, with fifteen (15) days of issue of a notice by the Engineer to do so then the Engineer shall have the liberty to dispose of such materials as detailed under clause 23.2 above and credit the proceeds thereto to the account of the Contractor.

36.0 PROTECTION OF PROPERTY AND CONTRACTOR'S LIABILITY

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

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

37.0 INSURANCE

37.1 In addition to the conditions covered under the Clause entitled “Insurance” in General Terms and conditions of Contract/Technical Specification of this Volume, the following provisions will also apply to the portion of works to be done beyond the Contractor’s own or his Sub-Contractor’s manufacturing Works.

37.2 Workman’s Compensation Insurance

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

Workman’s Compensation: As per statutory Provisions

Employee’s liability: As per statutory Provisions

37.3 Comprehensive Automobile Insurance

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

37.4 Comprehensive General Liability Insurance

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

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

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

38.0 UNFAVOURABLE WORKING CONDITIONS

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

39.0 PROTECTION OF MONUMENTS AND REFERENCE POINTS

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

40.0 WORK & SAFETY REGULATIONS

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

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

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

Safety Rules:

- a) Each Employee shall be provided with initial indoctrination regarding safety by the Contractor, so as to enable him to conduct his work in a safe manner.

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

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

41.0 OWNER SUPPLIED MATERIALS

41.1 The list of equipment owned by PVVNL and existing in various substations which are to be dismantled, transported and re-erected elsewhere is given in the technical specification. The Contractor shall provide the services for dismantling, loading, transportation, unloading, handling, erection, testing and commissioning of the above equipment. The bidder shall quote their charges for the above services under the head of "Erection charge" in the relevant price schedule. All special tools, tackled, cranes etc. required for the above shall be arranged by the Contractor at his cost. The likely date of dismantling of the equipment at the existing substation site shall be incorporated in the PERT Network.

FORM OF GUARANTEE BOND FOR 2% SECURITY

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

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

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

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

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

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

7. We (Name of Bank) lastly undertake to pay to the Government PVVNL any Money so demanded not withstanding any dispute or disputes raised by the contractor(s) / supplier(s) in any suit or proceeding pending before any court or Tribunal relating arbitration thereto or liability under this present being absolute and unequivocal.

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

Date day of 20

for Bank Ltd.

GENERAL AND SPECIAL CONDITIONS OF CONTRACT

GENERAL CONDITIONS OF CONTRACT

1. INTRODUCTION

PVVNL envisages engaging an external agency with sufficient experience, technical competence & expertise, financial strength and related infrastructure facilities for Operating, maintaining and enhancing of web enable Store and Inventory management system for PVVNL.

2. CLARIFICATION ON BID DOCUMENTS

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

EXECUTIVE ENGINEER (IT),
33/11 KV S/s, Sector 16A (new), Noida.
201301.
PVVNL
Email id: itdivisionnoida@gmail.com

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

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

3. PRE QUALIFYING CONDITIONS

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

Pre-Qualification Criteria			
S. No.	Basic Requirements	Specific Requirements	Documents Required
1	Mandatory Undertaking	The firm shall not have been blacklisted by Central Government and any State Govt. Organization/ Department/PSU in India.	Self-declaration/ Certificate copy
2	EMD	Earnest Money Rs. 16000/- transfer through RTGS.	UTR No., Pay Slip Copy, Bank confirmation copy.
3	Tender Fee	Tender Fee Rs. 1,180.00 transfer through RTGS.	UTR No., Pay Slip Copy, Bank confirmation copy.

4	Tax registration	The bidder should have a registered number of: a) GSTN where his business is located b) PAN number	<ul style="list-style-type: none"> • GST registration Certificate/ Number Copy • PAN Card copy
5	Financial: Turnover	The bidder company should have Average Annual Turnover of Rs. 15.00 Lac for last 3 years.	CA Certificate with CA's Registration Number with Seal/Balance Sheet
6	Technical Capability	The bidder must have experience of work in any state/ central government organization/ PSU's/Private Organization.	LOI/ work order with completion certificate from clients.
7	Legal Entity	The bidder company should be - Registered in India under companies Act/Proprietorship/LLP.	-Certificate of Registration/ Self declaration in case of proprietor/ LLP

4. SITE VISITS

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

5. AMENDMENTS TO BID DOCUMENT

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

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

6. DEVIATION FROM BID DOCUMENTS

The bid offer must include a separate statement indicating deviations from the bid documents as per format given below. The proposed deviations from the bid documents if accepted by PVVNL shall become binding on the bidder. Unless the proposed deviations from the bid document are specifically mentioned, the specifications, terms and conditions as per this document will become binding to be bidder.

Schedule of Deviations

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

7. FILLING OF BID

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

8. PART-1: QUALIFICATION DETAILS & GUARANTEED PARTICULARS

To
EXECUTIVE ENGINEER,
INFORMATION TECHNOLOGY DIVISION,
FILM CITY, SECTOR-16A NEW,
NOIDA 201301
PVVNL

Subject: - For Providing 03 Nos. Light Diesel Vehicle (Car/ Jeep) with Driver of good running condition, on contract basis for the period of 01 Year.

Dear Sir,

We have perused the bid document for engagement of agency for Providing 03 Nos. Light Diesel Vehicle (Car/ Jeep) with Driver of good running condition, on contract basis for the period of 01 Year.

The details asked for are being furnished as under: -

1.0 Name and Communication Details

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

2.0 Status

- Is The bidder:
 - Indian Resident
 - Indian Company
- Nature/status of firm (Whether sole Proprietary/Partnership/Private Ltd./Public Ltd.

3.0 Organizational Capabilities

- 3.1 Field organization and resources for Providing 03 Nos. Light Diesel Vehicle (Car/ Jeep) with Driver of good running condition, on contract basis for the period of 01 Year.**

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

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

- Enclose copies of Audited Balance Sheet and Profit and Loss Accounts.
- Share Capital at the time of formation
 - a. Authorized

- b. Paid-up
- 4.3 Share Capital at present
 - a. Authorized
 - b. Paid-up
- 4.4 Cash Flow statement.

Statement of deviation from the bid document

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

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

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

Other Details

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

If yes, Name and details of the venture

Total resources involved

Mode of raising finance

Current status of Venue

Any other information bidder may like to highlight.

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

Yours faithfully,

Name

Seal and Date:

(Authorized Signatory)

9.PART II: FINANCIAL OFFER

The financial offer shall be submitted e-tendering only

1. BID VALADITY

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

2. LATE BID

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

3. MODIFICATION OR WITHDRAWAL OF BID

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

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

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

4. BID OPENING AND EVALUATION:

Part-I of the bids shall be opened through e tender process on the prescribed time and date, including submissions made pursuant to Clause 1.5 mentioned above in the office of the EXECUTIVE ENGINEER (I.T.), FILM CITY, SECTOR-16A NEW NOIDA in the presence of bidders of their authorized representative who chooses to be present. If the opening date is a holiday, the bid shall be opened on the next working day at the same place and time unless notified otherwise.

At the opening of Part-I or II of the bids, EXECUTIVE ENGINEER (I.T.) may announce the bidder's details, as it may consider appropriate.

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

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

5. CLARIFICATION OR MODIFICATION OF BIDS SUBMITTED

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

6. SIGNING OF AGREEMENT

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

7. SUBLETTING OF CONTRACT

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

8. CONDUCT OF BIDDER STAFF

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

9. GENERAL

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

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

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

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

Scope of work

For Providing 03 Nos. Light Diesel Vehicle (Car/ Jeep) with Driver of good running condition, on contract basis for the period of 01 Year.

TERMS & CONDITIONS: -

1. The vehicle should be registered with the registration authority.
2. Log book shall be maintained by the driver & daily reading verified by concerning officer of PVVNL
3. Driver having legal license valid for period, will be provided by the contracting agency.
4. Cost of Diesel will be borne by the department as per actual consumption which should be at least 10 km/Lt for Jeep/car in any case.
5. The vehicle should not be older then 3 years.
6. The quantity of vehicles can be increased or decreased upto 50% as per the actual requirement/approval.
7. The contractor shall be responsible for any legal and constitutional offences, if any, arrived by any course, during currency of this order.
8. That contractor shall be responsible for any loss/damage to the P.V.V.N.L. Money/equipment's etc. during the currency of this order due to negligence of its staff engaged for above works.
9. The contractor shall be solely responsible for any incident/accident/injury, light or fatal, met out by his employees, driver & vehicle etc. during the period of the contract and P.V.V.N.L. shall not be responsible to pay compensation etc., if any, as per workmen compensation act of U.P. Enforces.
10. The contractor shall have to follow and comply all relevant rules and regulations of Govt. of India/U.P. Govt./P.V.V.N.L. with regard to E.S.I.C., E.P.F., Income Tax, Labor Laws and company Act. Etc. at his own during the currency of contract for which no extra payment shall be made.
11. The contractor shall be solely responsible for making payment in time to the driver etc. engaged by him.
12. The driver etc. engaged by the contractor shall have no claim at all on any post of PVVNL for retention or absorption in the services of PVVNL.

13. The vehicle provided by contractor shall be in good running condition duly insured, registered and having pollution certificate from the competent authority (As per the requirement of Motor Vehicle Act). If the vehicle is not available on any day, then another similar vehicle shall be hired from the market and expenditure so incurred shall be deducted from contractor's bills otherwise double amount of daily charges will be deducted on account of the absent from duty.
14. The Contractor shall have to bear all the costs/expenses on account of servicing, Mobil Oil, engine oil & repairs etc. of above vehicle.
15. In case, behavior, attitude and knowledge etc. of any of drivers deployed is not found up to the mark and to the satisfaction of the controlling officer, the same shall have to be replaced immediately by the contractor as soon as same is reported to the contractor.
16. For satisfactory & faithful execution of this contract/agreement, the contractor shall be required to submit a security amounting to Two percent of the contract value and which shall be refunded after satisfactory completion of the contract period.
17. The quoted rates are firm & shall remain firm in all respect during the currency of this agreement/contract and no price rise/escalation claim shall be entertained by PVVNL on any account.
18. 100% payment shall be made to the contractor on monthly basis within 30 days after submission of bills by the contractor (for actual services made and after its verification from concerning officials of PVVNL subject to availability of funds.
19. The contractor shall claim no extra charge for fixing sign boards on vehicle.
20. **All other terms and conditions as per Form "A", "Addenda and Corrigenda to Form A" of PVVNL shall be applicable and are accepted.**
21. Vehicle will be made available to the service for all days of the month.
22. The driver engaged by the contractor shall be resident of Noida and normally duty/ availability hours of the driver will be 24 Hours. However, no extra charges will be paid if delay is made on any particular day and no night charges will be given.
23. If the contractor does not take up the work after issuance of work executed order or absconds midway during the execution of work, the work will be got executed through available agency for which the cost of incomplete work along with 20% supervision charges will be recovered from the contractor, security/earnest money will be forfeited and the firm/contractor will be placed in the black-list.
24. The duration of the hiring of vehicle can be further extended for one year on mutual consent with the same terms & conditions and subject to the approval of higher/ competent authority.
25. Area of operation of the hired vehicles will be full Jurisdiction of PVVNL & NCR.
26. If the vehicles remain absent without any permission/intimation, the amount double of daily normal charges will be deducted from the bill of the Contractor.
27. The vehicle will be parked at the residence of controlling officer or at the place desired by the controlling officer in night.
28. The driver will maintain a log book by filling all the entry daily & regularly and will submit logbook account every month.
29. Income Tax shall be deducted from the bills of the contractor as per rules applicable at the time of payment.
30. For arising any dispute out of the contract, Chief Engineer, Noida Zone, Noida will decide the dispute and his decision shall be binding on both the parties.

TERMS OF PAYMENT:

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

Engineer of the contract:

The Executive Engineer, I T Division, Noida, PVVNL shall be the Engineer of the Contract and he shall be responsible for execution of the contract in right earnest. He shall make the payments for his

portion of the works and shall also be responsible for taking any action with regard to enforcement of all the contractual provisions.

Terms and Termination:

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

Penalty Clauses:

1. Penalty equal to Rs 200 per hour, shall be charged. If contractor don't provide the replacement of absent driver within two hours.
2. Penalty equal to Rs. 200 per hour shall be charged in case of defective vehicle not replaced within 2 hours after defect.

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

Yours faithfully,

Name & Signature

Seal and Date:

(Signed by Authorized Signatory)