



ELECTRCITY URBAN
DISTRIBUTION CIRCLE-VII, LESA
33/11 KV S/S SECTOR-5D, VRINDAVAN
YOJNA, LUCKNOW

E-TENDER SPECIFICATION NO.
86/EUDC-VII/LESA/2017-18

E-TENDER FORM

COST OF E-TENDERING DOCUMENTS
Rs. 525.00

Earnest Money Rs. 5000.00 Only
Due on-23.02.2018

TOTAL TENDER VALUE APPROX.
Rs. 4.60 Lacs
(GST Extra)

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विद्युत नगरीय वितरण मण्डल-सप्तम, लेसा, लखनऊ के अन्तर्गत निम्न कार्यों को कराने हेतु दक्ष एवं अनुभवी ठेकेदारों/आपूर्तिकर्ताओं से दो भागों में अलग-अलग निविदाएं ई-टेंडरिंग के माध्यम से आमंत्रित की जाती है। निविदा के प्रथम भाग में (1) जी0एस0टी0 पंजीकरण सम्बन्धी प्रमाण-पत्र (2) आयकर प्रमाण-पत्र (3) सम्बन्धित कार्य हेतु नवीनतम अनुभव प्रपत्र (4) वार्षिक टर्न ओवर रू0 10 लाख से अधिक (5) जिलाधिकारी द्वारा निर्गत हैसियत प्रमाण-पत्र की छायाप्रति (6) चरित्र प्रमाण पत्र की छायाप्रति। (7) निविदा में भाग लेने वाली फर्म को 10 रू0 के नॉन ज्यूडिशियल स्टाम्प पेपर पर इस आशय का शपथ पत्र प्रस्तुत करना होगा कि उसकी फर्म लेसा/मविविनिलि0/अन्य किसी भी डिस्कॉम में ब्लैक लिस्टेड एवं प्रतिबंधित नहीं है। (9) आर0टी0जी0एस0/एन0ई0एफ0टी0 के माध्यम से जमा की गई निविदा मूल्य व धरोहर राशि के रसीद की छायाप्रति, वाणिज्यिक, तकनीकी, अनुभव आदि प्रपत्र तथा द्वितीय भाग में केवल मूल्य/दरें ई-पोर्टल <https://etender.up.nic.in> पर निविदा खुलने की तिथि से एक दिन पूर्व समय 05:00 बजे तक अपलोड की जानी है। निविदाओं के प्रथम भाग में निर्धारित निविदा मूल्य एवं धरोहर धनराशि कार्यालय के बैंक खाते में आर0टी0जी0एस0/एन0ई0एफ0टी0 के माध्यम से जमा करने का साक्ष्य यथायोज्य यू0टी0आर0 सं0, पे-इन-स्लिप की मूल प्रति (इश्यूइंग बैंक के कन्फरमेशन मेल की प्रति) आदि स्कैन करके ई-पोर्टल पर अपलोड करनी होंगी। निविदा प्रपत्र मूल्य एवं धरोहर राशि आर0टी0जी0एस0/एन0ई0एफ0टी0 द्वारा "vf/k'kklh vfhk;Urk] fo|r uxjh; forj.k [k.M&vkeyckx] ylk] y[kuÅ" के cid [kkrk l0 1277784945, vkb0,Q0,101h0 dkM **CBIN0280140**, lUVy cid vkQ bfM;k] 'kk[kk&vkeyckx] y[kuÅ में जमा होनी चाहिए। निविदा भाग प्रथम एवं द्वितीय का कोई भी अभिलेख ई-मेल/संवाहक या हार्ड कॉपी के रूप में किसी भी दशा में कार्यालय में स्वीकार नहीं किया जायेगा। निविदा संबंधी समस्त जानकारी www.mvvn.in पर भी अवलोकित की जा सकती है, परन्तु निविदा के प्रथम व द्वितीय भाग <https://etender.up.nic.in> पर ही अपलोड की जा सकेंगी। निविदा के अवधि विस्तारण, पुनर्प्रकाशन, शुद्धि पत्र, संशोधन अथवा निरस्तीकरण की सूचना www.mvvn.in एवं <https://etender.up.nic.in> पर ही अपलोड की जायेंगी। अधोहस्ताक्षरी को बिना कारण बताये एक या सभी निविदा को निरस्त करने/विभिन्न फर्मों के मध्य विभक्त करने/संशोधन करने का अधिकार सुरक्षित होगा, निविदा का विवरण निम्नवत् है %&

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1	86/विनविमं-सप्तम/ लेसा/2017-18	वि0न0परी0ख0-तृतीय, लेसा के अन्तर्गत डीजल चालित वाहनों को किराये पर उपलब्ध कराने का कार्य।	525.00 जी0एस0टी0 सहित (अप्रतिदेय)	5000.00	23.02.2018

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OFFICE OF THE SUPERINTENDING ENGINEER
ELECTRICITY URBAN DISTRIBUTION CIRCLE-VII
MADHYANCHAL VIDYUT VITRAN NIGAM LIMITED
LESA, LUCKNOW

E-TENDER SPECIFICATIONS / DOCUMENTS

1. E-Tender No. : **86/EUDC-VII/LESA/ 2017-18**
2. Due date of opening. : **23.02.2018**
3. Last date of loading Tender documents / specifications. : **22.02.2018**
4. Price of Tender Specifications. : **Rs. 525.00**
5. Description of Work/Supply. : fo0u0ijh0[k0&r'rh;] ylk d vUrxlr Mhty
pkfyr okguk dk fdjk; ij miYkC/k djku dk
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The details of aforesaid Tender can be had in following enclosed Annexure- I to VII.

1. E-Tender Form (Annexure- I)
2. E-Tender Proforma (Annexure- II)
3. Delivery Schedule (Annexure-III)
4. Proforma of Deviations (Annexure – IV)
5. General Instructions to Tenderers (Annexure-V)
6. Bill of Quantity/Price Schedule (Annexure-VI)
7. Special Terms & Conditions (Annexure-VII)
8. General Terms and Conditions of Work Form- 'A'

Encloser: As above

Superintending Engineer (E.U.D.C-VII)

E-TENDER FORM

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

E-Tender Specification. No. 86/EUDC-VII/LESA/2017-18

From:

To: **The Superintending Engineer (LESA-CIS GOMTI),
Electricity Urban Distribution Circle-VII,
33/11 KV Sub-Station, Sector-5D, Vrindavan Yojna,
Lucknow.**

SUB:- TENDER FOR _____

Sir,

With reference to your invitation to tender for the above I/We hereby offer to the Madhyanchal Vidyut Vitran Nigam Limited the items in the schedule of the prices and delivery annexed or such portion thereof as you determine in strict accordance with the annexed Special conditions of contract. Form "A"/"B" Specifications and schedule of price/ rates to the satisfaction of the purchaser and in default thereof to pay to UPPCL/ MVVNL the sum of money mentioned in the said conditions.

1. A sum of Rs. _____ as Earnest money in form of RTGS/NEFT of _____ is pledged to you. Full value of this shall be retained by UPPCL against the security Deposit Specified in the clause of the said conditions of contract.
2. I/We agree clauses to bind myself/our self that in the event the supply/work being awarded to me and if I/We us /fail to execute the same my/our earnest money will stand forfeited.
3. I/We agree to abide by this Tender for a period of _____ days for finalization and further for a period of _____ days for execution of supply/work in accordance with the conditions of contract.
4. I/We have been and full understood the work being tendered I/We have previous experience of doing similar work. Details of the same are enclosed in proof of my/our statement.
5. I/We also agree to execute the supply with in _____ days from the date of contract is awarded to me/us or am/ are authorized by you in writing for taking –up the same formal execution of contract.
6. In case of any dispute I/We agree to abide by the decision of the Chief Engineer (Distribution), MVVNL, Lucknow which shall be final and binding on me/us.

Yours faithfully,

Date:

Place:

Signature of the Tenderer with Seal

E-TENDER PROFORMA

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

IMPORTANT INSTRUCTIONS TO THE TENDERERS

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

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

Sl. No	PARTICULARS	
1	Specification No. against which you have tendered	
2	Receipt No.& Date by which cost of tender Specification was deposited by you.	
3	Name & Address of the tenderer.	
4	Address of contractor	
5	Whether tenderer is Contractor or Petty Contractor with power of attorney of agents of manufacturer (authentic proof regarding agents of manufacturer to be enclosed	
6	Amount of earnest money deposited with full details be submitted here.	
7	Quantity offered (If there are two or more items, state quantities separately with unites)	
8	Do you agree to all conditions of Form - A/B tender specification & if not, state the modifications clearly in the schedule enclosed which you would desire in Form – A/B other terms & conditions (It may please be noted the it shall be entirely at the discretion of the competent authority to accept or reject the modifications proposed.)	
9	Pl. state clearly (answer Yes / No.), if you would agree to undertake the works in case the modifications as suggested under Sl. No. 8 is not acceptable to the corporation without imposing any further condition / conditions from the site.	
10	Name & Detailed address of your Authorised representative against this order / Agreement	
11	Name & detailed address of tenderer/ proprietor / partners / Directors be given.	
12	Give two references who can certify your financial status & capability to undertake such supply order one of the reference should be schedule Bank of India.	
13	Do you confirm that are no typographical errors/ omissions in your tender & all other documents, forming part of the tender (answer Yes / No)	

: 2 :

14	What is the validity period of your Tender?	
15	What is the completion / delivery period, pl. state if the completion is guaranteed under penalty ?	
16	Are you agreeable to the completion period being reckoned from the date of receipt of letter of acceptance by you ?	
17	Do you agree to furnish security deposit, if order is placed with you (Answer Yes / No) ?	
18	Give Details of License issued by Electricity Safety Directorate	
19	Pl. enclosed the certified copy of the latest income tax clearance certificate/Income Tax return.	
20	Weather all the schedule & documents required have been submitted or not?	
21	What is your PAN No.	
22	What is your GST Tax Reg. No.	
23	What is your Turn Over in Recent year?	
24	What is your Bank A/C No. & Name of Bank.	
TECHNICAL SPACIFICATIONS / PRICES :		
25	Is the work/item offered is according to the specifications of the tendering authority.	
26	Pl. indicate clearly if the quoted prices are Firm & Firm in all respect throughout the currency of the contract / agreement.	
27	If the quoted rate are inclusive of any taxes / duties / other charges, give details of such taxes / duties / other charges, included & at the rate(s)	
28	Pl state, if you would claim any other charges over & above the prices as extra, which are not covered above. If Yes, Pl. state each separately indicating the amount in Rs. Against each per unit basis.	

Date:

Signature of the Tenderer with Co. seal.

Place :

ANNEXURE-III

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

DELIVERY SCHEDULE
SCHEDULE OF COMPLETION OF WORK AGAINST E-TENDER
NO. 86/EUDC-VII/LESA/2017-18 DUE FOR OPENING ON- 23.02.2018

Sl.No.	Particulars of material	Quoted quantity	Completion period		
			Commencement	Rate per month	Completion

Date:

Place:

Signature of the Tenderer with Co. Seal

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

DEVIATIONS FROM TERMS AND CONDITIONS OF TENDER DOCUMENT/ FORM "A" & OTHER TERMS & CONDITIONS OF UPPCL/MVVNL AGAINST E-TENDER NO. 86/EUDC-VIII/LESA/2017-18 FOR OPENING ON. 23.02.2018 AT. 12:00 HRS.

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

Sl.No.	Description Clause No. etc.	Stipulated in UPPCL/ MVVNL	Deviation offered	Remark, if any
1	2	3	4	5

Signature of contractor with seal

Date

Place:

Address:

E-TENDER NO. 86/E.U.D.C.-VII/LESA/2017-18

GENERAL INSTRUCTIONS TO TENDERERS

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

1.00 **GENERAL INSTRUCTIONS:**

1.01 Tenderers are requested to go through the instructions carefully & furnish complete information along with their tender bid offer, failing which their tender may not be considered at all. Tender shall be received in two parts, each part shall be in separate covers as under:

(a) **Tender Bid Part-I:** Shall contain followings :

(i) **Tender cost of Rs. 525.00 /-** in the shape of **RTGS/NEFT** by any Nationalised Bank duly pledged in favour of **Executive Engineer, EUDD-Alambagh, LESA, Lucknow** (Bank A/c No. **1277784945**, IFSC Code-**CBIN0280140**, **Central Bank of India, Branch-Alambagh, Lucknow**)

(ii) **Earnest money of Rs. 5000.00/-** in the shape of **RTGS/NEFT** by any Nationalised Bank Duly pledged in favour of **E.E., EUDD-Alambagh, LESA, Lucknow** (Bank A/c No. **1277784945**, IFSC Code-**CBIN0280140**, **Central Bank of India, Branch-Alambagh, Lucknow**)

(iii) Copy of latest **Income Tax Clearance Certificate / Income Tax Return.**

(iv) **Annual Turn Over** of the contractor in recent years should be **Rs. 10 lacs or more Per Annum.** Copy of such statement prepared/certified by Chartered Accountant and self attested with company seal be submitted.

(v) Copy of **GST Tax Registration** valid for the year 2017-18.

(vi) Copy of latest **Character Certificate** of Person who is the Head of the firm issued by competent District Authority.

(vii) Copy of latest **Solvency Certificate** of Person who is the Head of the firm issued by competent District Authority.

(viii) Copy of PAN No.

(ix) **Experience:**

Contractor must have executed the work in recent past successfully. Copy of agreements/Certificates to tpphis effect issued by Executive Engineers/other competent authority should be enclosed.

Tender Bid Part- II : It shall contain Price Bid only :

This part of the bid shall be superscripted as “Tender Bid Part-II” against Tender specification No. **86/EUDC-VII/LESA/2017-18. Due date of opening-23.02.2018**

Important Note : Tender Bid Part-II of only those firms shall be opened which comply by furnishing of desired documents of Part-I of the Bid. i.e. part-II of those firms which fail to submit the above records (i) to (ix) shall not be considered and hence shall not be opened.

1.03 In case of any inconsistency with the provisions of Form 'A/B', the provisions under special conditions of the tender will prevail.

1.04 Tenderers are requested to submit the price schedule appendix duly filled in (item by item) as required and should strictly follow the instructions to facilitate the tendering authority to prepare Comparative Statements.

E-Tender No. 86/E.U.D.C.-VII/LESA/2017-18

- 1.05 Any portion of terms & conditions as laid down in the condition of the contract, Form 'A/B' enclosed along with nature of work etc. which is not clear to the tenderer should be got clarified before submission of the tender. Tenderers are requested to adhere to all clauses of the contract Form 'A/B' to facilitate finalization of the contract. In case, they are unable to do so, should state any particular clause of the conditions which may not be acceptable to them & should support alternative for consideration.
- 1.06 The tendering authority does not suggest /pledge to accept the lowest of any tender & reserves to himself the right of rejecting the whole or any portion of the tender as he may think fit without assigning any reason for non acceptance or selection.
- 1.07 Tendering authority reserves the right to revise or amend the tender. Such revision & amendment, if any, will be communicated to all tenderers as amendment or addenda to this invitation of the tender.
- 1.08 Any action on the part of the tenderer to revise the price/prices and/or the change the structure of price/prices at his own instance after opening of tenders may result in rejection of tender & also debarring him from submission of the tenders to the MVVNL/ Corporation at least for one year.
- 1.09 Any approach etc., officially or otherwise on the part of the tenderer or his representative shall render his offer liable to be summarily rejected.
- 1.10 The price of tender specification will not be refunded under any circumstance whatsoever.
- 1.11 In case of ambiguous or self contradictory terms/conditions mentioned in the tender specification, interpretations as advantageous to the MVVNL/Corporation shall be taken without any reference to accept the deviations or not.
- 1.12 Any overwriting /omitting/erasing etc. in the tender should be duly signed & stamped.
- 1.13 No cash payment will be made by the Letter of Credit.
- 1.14 Tender Bid Part-I (Earnest Money) should contain in the shape RTGS/NEFT issued by Nationalized bank.
- 2.00 **Tender Bid Part-I (Earnest Money) should contain the following:**
 - 2.01 The part one of the tender bid shall contain the Earnest Money & documents with respect to prequalification of tenderer.
 - 2.02 In case part quantity offered, Earnest Money deposit shall be reduced proportionately.
 - 2.03 Tenderers are required to furnish Earnest Money amount receipt in the form of RTGS/NEFT of any Nationalised Bank duly pledged in favour of Executive Engineer, E.U.D.D., Alambagh, LESA Lucknow. This should be submitted along with the tender bid Part-I. Tender will not be considered without Earnest Money.
 - 2.04 The Earnest Money deposited by the tenderer will be refunded (i) after finalization of tender. (ii) In the event of his tender being rejected/not accepted. In the event of tender being accepted, the Earnest Money shall be retained by the tendering authority and adjusted against the security deposit and shall be released only on satisfactory completion of work.
 - 2.05 It may be noted clearly that in case the offer is not with the (i) Tender Cost receipt (ii) Valid Earnest Money receipt (iii) **ITR** Copy (iv) Copy of **PAN No.** (v) **GST** Registration No. (vi) (vii) Turn-over of **Rs. 10.00** lacs for recent years (viii) Copy of latest **character certificate** (ix) Copy of **Solvency Certificate** (x) List of agreements for carrying out such type of work in past years. Part- II of the tender bid will not be opened.
- 3.0 Only tender of those tenderers shall be considered who have sufficient experience for execution of such type of works during past & have necessary resources & organization to undertake the work tendered for to the satisfaction of the tendering authority.

E-TENDER NO. 86/E.U.D.C.-VII/LESA/2017-18

- 3.01 All the tenderers must furnish a list of agreements executed with them during recent years.
- 3.02 All the tenderers must submit past performance reports of any of such type of works carried out by them.
- 3.03 The tendered quantity of Work may vary ($\pm$)20%.
- 4.00 **VALIDITY OF OFFER:** Tenderers shall ensure that their rates are firm within 365 days from the date of opening of the tender & are not subject to variation on any account.
- 4.01 **COMPLETION PERIOD:** Period for the execution of work within 12 Month.
- 4.02 **SECURITY:**
- (i) 10% of contracted amount shall be deposited by contractor in form of RTGS/NEFT of Nationalised Banks(valid for six month) to concerned Executive Engineer.
- or**
- (ii) 10% amount shall be deducted from running bills, which shall be refunded after successful completion of work.
- 5.00 Valid current income tax clearance certificate be also submitted.
- 5.01 Any other information, which may be considered necessary by the tenderer but not Covered in the specification be also submitted.
- 6.00 **PRICES:**
- 6.01 The tenderers are to quote prices in the enclosed Price Schedule item wise (Proforma enclosed) duly typed both in words as well as in figures.
- 6.02 The quoted prices shall be firm & firm in all respect through out of the Contract/agreement. No variation in the prices shall be allowed in any circumstances.
- 6.03 Tenderer should note clearly that the tenders with variable prices shall not be considered at all.
- 6.04 Any other charges/duties/taxes/levies etc. should be specifically mentioned separately in the price schedule.
- 7.00 **SCHEDULE OF DEVIATION FROM GENERAL CONDITIONS OF FORM 'A' & SPECIAL CONDITIONS:**
- The tenderers should clearly state whether all the provisions of tender specification application to this tender, are acceptable to them & incase of any deviations the same should be clearly mentioned and submitted along with their tender in the enclosed proforma.
- 8.00 **PAYMENT:**
- Running payment will be made once during the month subject to the availability of the funds.
- 9.00 **DISPUTE:**
- For any dispute arising out of this tender in between the tendering authority and the contractor. The Chief Engineer, Distribution LESA Zone Lucknow will decide the dispute and his decision will be binding on both the parties.

PRICE SCHEDULE /BILL OF QUANTITY

Hiring of Diesel operated vehicle for Executive Engineer & A.E. (Meter) EUTD-III, LESA under Executive Engineer, E.U.T.D-III, LESA, Lucknow.

E-TENDER NO. 86/EUDC-VII/LESA/2017-18**Due on.23.02.2018**

Sl. No.	Description of Service	Unit	Qty.	No. of months	Rate.(Rs per Month)	Amount(Rs)
1	Hiring of Diesel operated vehicle (Including Driver) for Executive Engineer & A.E. (Meter), EUTD-III, LESA Lucknow.	Nos.	3	12		

Special Terms & Conditions :-

- 1 Registration of Vehicle should not be older than Three years. Vehicle should be registered with RTO in the Commercial category. All the papers required to put the vehicle on the road as per guidelines of RTO Lucknow shall be provided by the contractor.
- 2 Any Firm can quote for providing one, two or all the three required diesel operated light vehicle/car.
- 3 Average of Vehicle should be more than or equal to 12 KM per Litre.
- 4 Vehicle should be provided with a Driver of good driving skill and knowledge of all routes of Lucknow city
- 5 In case of break down of vehicle contractor shall provide a similar vehicle immediately.
- 6 Salary of the driver, cost of maintenance of vehicle and lubricants shall be the responsibility of the Contractor.
- 7 Diesel shall be provided by the Department.
- 8 GST will be paid Extra, as legally applicable.

Date :**Place :****Signature & seal of the firm**

FORM- 'A'

GENERAL CONDITIONS FOR THE SUPPLY OF PLANT AND THE EXECUTION OF WORKS IN CONNECTION WITH SCHEMES IN MADHYANCHAL VIDYUT 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 M.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 the 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, drawing, 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 printed 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 improved 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 become by the Contractor. The Contractor shall be furnished with an executed stamped counter-part of the Agreement. The import license fee will in each case have to be paid by the Contractor. Import license may have to be taken in the Corporation's name.

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

Contract **Drawing**

4. Contractor shall submit in duplicate, to the Engineer for his approval, drawing, of the general agreement of the works to be carried out and of such detailed drawing, other than shop drawings ,other than shop drawings as my be reasonable necessary.

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

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

These drawings when signed shall become the property of the purchaser and be deposited with the engineer, and shall not be departed from in any way what so ever except by the written permission of the engineer as herein after provided. During the

execution of the works one of the set of drawings shall be available for reference on the site.

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

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

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

**Mistake
in
Drawing**

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 actions being brought against the purchaser or 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 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

Provide 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 purchaser in the manufacture and assembly of machinery and its parts for a period of.....A separate agreement for such training shall be signed by the Engineer/Engineers selected for training the purchaser and the contractor on the form appended hereto.

**Quality of
Material**

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

Packing

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

Delivery

10. The Cost of delivery the whole of the material F.O.R. at the railway station specified or on site as the specification may define and the cost of the packing and unless otherwise agreed, import duties and customs dues shall become 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, footways, 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 and of the public.

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 cause of which imperfections are attributable to the contractor or his workmen or servant, the contractor shall make good such damages and imperfections 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 there after 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 the 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 instruction and be bound by the same condition 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 forth with whether or not the same shall be carried out and if the engineer confirms his instructions 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 variation 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 contractor or engineer, 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 of addition 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 order given to 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 materials, tools or other things which may be on the site for use at any time 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 be necessary to the payment of the cost of the execution such work as aforesaid.

If the cost of the executing 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 apply 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, tackles 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 representatives in law of 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 step 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 the 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 contractor'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

representative permissions 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 of 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 ground under specifically provided otherwise all tests shall be made at the contractor's work 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's 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 test 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 all the contractor's works the engineer shall issue a certificate to the effect.

**Delivery
of plant**

In all cases where the contract provides 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 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 instructions 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 delivery or dispatched by him. All packages containers, bundles and a 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 foundation to be provided by him ready when required by the Contractor. where crane is available for free use of the contractor until the plant is taken over.

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

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

Engineer's
Supervision

The Contractor shall permit the execution of the work by other Contractor or tradesmen whose names shall have been previously communicated in writing to the contractor by the Engineer, and afford them every facility for their several works simultaneously 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 position, levels and dimensions of the work according to the drawings, notwithstanding that he may have been assisted by the engineer in sitting out the same.

Contractor's
Representative
and workmen

19.

In respect of all matters which are left to the decision of Engineer, including the granting or with holding of certificate, the Engineer shall if required to do so by the contractor, given in writing a Decision thereof and his for such decision. If the decision is not accepted by the contract or the matter will at the request of the Contractor, be referred to arbitration under the provision to arbitration here in 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 superintendent the erection of the plant and the carrying out of the works. The said representatives, if more than one shall employed then one of such representatives, shall be present on the site during working hours, and any written order or instructions which the Engineer or his duty representatives whose name shall have been previously communicated in writing to the contractor may give to the said representative of the contractor shall be deemed to have been given to the contractor.

**Liability for
accidents and
damage**

The Engineer shall be at liberty to object to any representative or person employed by the contractor in the execution of or otherwise about the works who in his opinion misconduct himself or be in competent or negligent and the contractor shall remove the person so objected to upon receipt from the engineer of notice in writing requiring 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 contract or any other claim made against the purchaser not already provided for in the contract, not for any injury or damage cause by or arising from the acts of the purchaser or of any other person or due to circumstances over which the contractor has no control or shall his total liability for loss, damage or injury in this clause exceed the total value of contract.

The contractor will indemnify and save harmless the purchaser against all actions suits, claims, demands, costs or expenses arising in connection with injuries (other than such as may attributable to the purchaser or his employees) suffered period to the date when the plant 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 compensations act, 1923 or any other statute in force at the date of the contract relating to the question of the liability of employers for injuries suffered by employs, 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 in 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
Works or
Materials

22. The Contractor shall insure the plant and shall keep 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.

Deduction
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 and imperfect work or has supplied any plant in inferior in quality to the specified the contractor on receiving details of such defects or deficiency shall, at his own expense, with in 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 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 materials provided that nothing in this clause shall be deemed to deprive the purchaser of or effect any, right under the contract, which he may otherwise have in respect of such defects of deficiencies.

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 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 off against any claim of the purchaser for the payment of a sum of money arising out of or, under any other contract made by the contractor with purchaser.

25.(1) Subject to any deduction which the purchaser may be authorized to make under the contract, to any additions of deduction provided for, under clause 12 the contractor shall be entitled to payment as follows.

(a) eighty percent of the 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 detail in the

said advice note has actually been dispatched under the said railway and the contract value of the said plant so dispatched is not less than the amount entered invoice.

(b) Ten percent of the F.O.R. contract value of the plant on satisfactory completion of test and taking over the plant.

(c) Ten percent of the F.O.R. contract value of the plant at the end of twelve months 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 effect the full commercial use of the plant then the purchaser shall be entitled to retain only such part of the installment then due as represents the costs of making good such minor defects and any sum so retained shall subject to provisions of clause-36 become due upon such minor defects being made good.

(3) If the purchaser desires that the plant or any portion thereof should not be dispatched by the contractor when it is for dispatch by the contractor shall store such plant or portion at his works and be responsible for risk. For such storage the purchaser shall pay to the contractor at a rate mutually agreed upon between the parties but not exceeding 5s (5 shilling per ton per week), payable quarterly plus interest at one percent per annum above the current rate of the state bank of India of 80% of the contract value of the plant or portion thereof so stored for the period from the date on which the said

or portion become due is ready for shipment Up to 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 dut works in accordance with the term 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.

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 le 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 of renewal or until the end of the above mentioned period of .twelve months which ever may in be the later. If any defects be not remedied within a reasonable time the Purchaser may proceed to do the work at the Contractor’s risk and expense but without prejudice to other rights which the Purchaser may have against the Contractor in respect of such defects. The repaired and new parts will be delivered in accordance with clause 10. The Contractor shall bear reasonable cost of minor repairs carried out on his behalf at site. At the end of maintenance period the Contractor’s liability has cease in respect of goods not covered by the first paragraph of this clause the Purchaser shall be entitled to the benefit of any guarantee given to the Contractor by the original supplier or manufacture of such goods.

**Regulations
of Local
Authorities**

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

Arbitration

38. If any dispute, difference or controversy shall at any time arise between the Contractor on the one hand and the M.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., M.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., M.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.