



यूजेवीएन लिमिटेड

(उत्तराखण्ड सरकार का उपक्रम)

UJVN LIMITED

(An undertaking of Uttarakhand Government)

Office of the Executive Engineer (Generation)

Ramganga Power Station,

Kalagarh Dist: Pauri Garhwal

Name of Work: - Cleaning of 66 MW Stator Core Air Cooling & Ventilating ducts of Machine No. 3 at Ramganga Power Station, Kalagarh

NIB No: 01/EE(Gen.)/Klg/2015-16

Invited By:

Executive Engineer (Generation)

Ramganga Power Station,

Kalagarh

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TENDER No. T.N. - 01 /EE(Gen)./2015-16

1. Job Description : Cleaning of 66 MW Stator Core Air Cooling & Ventilating ducts of Machine No. 3 at Ramganga Power Station, Kalagarh
2. Tender Fee : Rs. 285/- (Rs. 250/- + 13.5% Trade Tax)
: Note : In case Demand Draft for Tender Fee is not payable at S.B. I. Kalagarh, additional Rs. 100/- also to be added in the Tender fee for Demand Draft Clearance Charge.
3. Earnest Money Deposit : Rs. 20,000 /- (Approx. 4 % of estimated value)
4. Last date of Downloading the Tender Documents from the Web : **17/ 05/2015**
5. Last Date of Submission of Tender : **18/05/2015**
6. Opening of Tender : **21/05 /2015**
: Part-II of the tender shall be opened for those bidders, who have qualified in Part-I, which can be either on the same date subject to qualifications and complete evaluation of all bids submitted by bidders in part-I or any other date.
: In case of Part-II opening falls on later date, it shall be communicated to successful bidders
7. Bid Contains (Part- I) : The Part –I should consist the followings:
(a) Earnest Money,
(b) Tender Fee,
(c) E.P.F. Registration.
(d) Income tax PAN.
(e) Service tax Registration.
(f) Original Tender downloading form
(g) Validity form in Rs. 100/- Non-Judicial Stamp Paper
All the qualifying documents as per detailed bid document.
8. Bid Contains (Part- II) : Containing Price Bid
9. Validity of Tender : Should be typed on Non-Judicial Stamp Paper Rs. 100/- with Revenue Stamp of Rs. 1/- only affixed on it duly signed by Tenderers'. The Offer should be valid for a minimum period of 120 days from the date of opening of the tenders.
10. Approximate value of tender : Rs 4,98,476/- **Tax Extra.**

Executive Engineer (Generation)
Ramganga Power Station, Kalagarh

SECTION-1

INSTRUCTIONS TO TENDERERS AND ELIGIBILITY CRITERIA

SUBMISSION OF THE OFFER AGAINST TENDER

SPECIFICATION NO. 01/EE(Gen)/Klg/2015-16

1. Sealed tenders are invited from the reputed contractors in the office of Executive Engineer (Generation), UJVN, Limited, Ramganga Power Station, Kalagarh in two separate parts:

Part-1 Tender cost & Earnest money with “**Application Downloading Form**” & other downloaded tender documents, non judicial stamp paper worth Rs. 100.00 duly affixed with Rs. 1.00 revenue stamp for validity guarantee/agreement and documents required in Eligibility Criteria in a separate sealed envelope super scribed as Part-I against specification **No :01/E.E(Gen.)/Klg/2015-16**

Part-2 Containing price schedule on the prescribed proforma in a sealed envelope super scribed as “**Price bid**” against specification : **No 01/E.E(Gen.)/Klg/2015-16**

2. The tender shall be received up to 16.00 hrs. on dt. **18/05 /2015** and shall be opened on **dt.21/05/2015** at 11.00 hrs. in presence of the tenderers who wish to remain present at the time of opening of the tender. Part – 2 of tender shall only be opened if firm fulfills all conditions of Part-1 of tender.

3. **Eligibility Criteria:**

The contractor fulfilling following pre-qualification condition shall only be eligible to participate against the above tender:

- (a) The Tenderers must be registered in the Office **of Employees’ Provident Fund** Commissioner. (Copies of certificate to be submitted as a proof).
- (b) The Tenderer must submit the copy of Income tax Return duly acknowledged by IT dept. for last three years. (Copies of certificate to be submitted as a proof).
- (c) Registration with Income tax PAN Number (Copy of registration number to be attached). PAN copy must be submitted for the name of firm, for which name Tender documents have been downloaded.
- (d) The tenderer should have experience of having successfully completed similar works in *PSUs/Govt. organizations /Power House/* Reputed firms in Private Sector during last 7 years ending last day of month previous to one in which application are invited have any of the following :-

1. Three similar completed works each costing not less than amount equal to 40% of the estimated cost.
Or
2. Two similar completed works each costing not less than amount equal to 50% of the estimated cost.
Or
3. One similar completed work costing not less than amount equal to 80% of the estimated cost

Definition of similar works- Repair and maintenance of electrical equipments used in power plant like stator, rotor, exciter, switchgear, transformer, breaker etc.

- (e) Average annual financial turnover during the last 3 years, ending 31st March of the previous financial year, should be at least 30% of the estimated cost.
- (f) Financial standing should be established through latest I.T.C.C., Annual report (balance sheet and profit & loss account) of last 3 years.
- (g) Bidder shall provide satisfactory evidence concerning of the following that
- The firm does not anticipate change in the ownership during the proposed period of execution of work (if such a change is anticipated, the scope and effect thereof shall be defined)
 - The firm has established a quality assurance system and organization designed to achieve high levels of equipments reliability. The bidders should be ISO certified valid as on current date. (Copy has to be submitted for proof).
 - The firm should have (owned) a well established workshop with all necessary machinery the same may be inspected by UJVN Limited representative.
4. Tenderers are requested to submit the price schedules and its appendices duly filled in as required and should strictly follow the instructions and notes supplementary thereof to facilitate the purchaser to prepare the comparative statement. Failure to do so may prevent the tender from being considered.
5. In case the due date of submission/ opening of tender happens to be a holiday, the tenders shall be received and opened on the next working day without extension of due date.
6. The rates should be valid for three months from the date of opening of the tenders. The tenderers are required to furnish the validity guarantee / agreement on Non-Judicial stamp paper worth Rs. 100.00 duly affixed with Rs. 1.00 revenue stamp. The tender without agreement of validity in Part-I of tender shall be rejected. Specimen of this agreement is being enclosed herewith.
7. The tenderers are required to fill up their rates in words as well as in figures. If there is any difference in quoted rates in words and figures, the rates quoted in words shall prevail.
8. All work / supply covered by the specifications shall be carried out in accordance with the Section -5 General Conditions of Contract. In case any portion of the said contract is not clear to the contractor, clarifications must be obtained before submission of the tender.
9. Conditional tenders shall not be entertained and will be rejected.
10. The rate should be quoted F.O.R. destination. However break up of Insurance charges, packing, forwarding and freight charges should be given.
11. The successful tenderer shall be required to furnish performance guarantee @10% of value of tender.
12. Payment shall be made as per the conditions of UJVN Limited.
13. Telegraphic offers shall not be entertained.
14. The undersigned reserve the right to reject any or all the tenders without assigning any reasons.
15. The undersigned reserve the right to divide the quantity of supply / work in two or more tenderers.

16. The tenders should be submitted in Performa prescribed and bids received without downloading the tender documents shall not be considered.
17. Any overwriting / cutting in tender should be duly signed and stamped.
18. If the tenderer withdraws his offer within the validity period, the earnest money deposited by him shall be forfeited to UJVN Limited. Similarly, if the tenderer makes any alteration / modification after the opening of the tenders within validity period, the earnest money shall be forfeited.
19. All other terms and conditions of this tender specification shall be governed by the Section-5 General Conditions of Contract.
20. The successful tenderer will have to enter into an agreement within 7 days of receiving the order and will have to deposit requisite amount of security deposit as required as per Section -5 General Conditions of Contract.
21. In case the tenderer is prepared to offer any rebate, the same should be clearly mentioned in the tender.
22. The undersigned may revise or amend the specification & other condition prior to the notified date for opening of the tenders. Such revision and amendments, if any will be communicated to all tenderers.
23. In case of failure of firm to execute the order within the stipulated delivery period, the purchaser shall have every right to cancel the order and levy any penalty as per Section-5 General Conditions of Contract.
24. The tender documents can only be downloaded from the website of UJVN Limited www.ujvnl.com. However it will be the responsibility of the prospective bidder to ensure the use of complete tender documents available on website.
25. The duly filled and signed Application Downloading Form which has been used by vendor for downloading the tender documents from website should be accompanied the tender in original along with the tender document. This "Application Form" (Hand written form shall not be accepted) will be an integral part of tender document. If this application form is not submitted in original with the tender in Part-1, it will be summarily rejected.
26. (I) Tender Fee: **Rs. 285/- (Rs. 250/- + 13.5% Trade Tax)**
Note : In case Demand Draft for Tender Fee is not payable at S.B.I. Kalagarh, additional Rs. 100/- also to be added in the Tender fee for Demand Draft Clearance Charge.
(II) Earnest Money Deposit: Rs. 20,000/- (Approx 4 % of estimated value)
The cost of tender documents shall be submitted by the bidder in the form of demand draft in favour of Executive Engineer, Hydle Generation Division, Kalagarh and Earnest Money in the form of FDR/CDR of any Nationalized/ Scheduled Bank duly pledged in favour of Executive Engineer, Hydle Generation Division, Kalagarh.
27. Approximate value of tender Rs. **4,98,476/- Tax Extra.**
28. The cost of downloaded Tender documents is not refundable under any circumstances whatsoever.

29. Those prospective bidders who will download the tender documents from website will intimate the tender issuing office about its downloading so that the tenderers may be intimated in case of any alteration in tender documents (besides issuing corrigendum advertisement in News Papers).
30. The tender document should be duly signed on each page and in original as downloaded by the tenderer. Photocopy of the downloaded tender document will not be accepted in any case and in such events the tender will be summarily rejected.
31. Complete Tender documents can be submitted by the tenderers at any of the following three Offices of the Nigam:-
- i. Executive Engineer (Generation) UJVN Limited, Ramganga Power Station, Kalagarh. Distt- Pauri- Garhwal.
 - ii. Manager (A&S), UJVN Limited, Ujjwal, GMS Road, Maharani Bagh, Dehradun

32. **In case of e-tendering**

The bid documents are available online on <http://uktenders.gov.in>, from Dt. and may be submitted on “<http://uktenders.gov.in>”. The bidders are required to register on the web site “<http://uktenders.gov.in>”, which is free of cost. For submission of the bids on line, the bidders are required to have Digital Signature Certificate (DSC) from one of the authorized certifying authorities.

Digital Signature is mandatory to participate in the e-tendering. Bidders already possessing the digital signature issued from authorized Certifying Agency can use the same in this tender.

33. **Exclusive Clauses For E-Tendering**

(Please refer Annexure 1 for Clause 32)

34. The work shall be awarded as per standing instructions / rules of UJVN Limited.

Executive Engineer (Gen.)

SECTION-2

SPECIAL CONDITIONS OF CONTRACT

Cleaning of 66 MW Stator Core Air Cooling & Ventilating ducts of Machine No. 3 at Ramganga Power Station, Kalagarh.

These Special Conditions shall be read and construed along with Section -5 General Conditions of Contract modified by the provisions hereof. But if there be any conflict or inconsistency between the provisions hereof and these contained in General Conditions of Contract then these conditions shall prevail.

1. **Scope of work** Cleaning of 66 MW Stator Core Air Cooling & Ventilating ducts of Machine No. 3 at Ramganga Power Station, Kalagarh as per technical specification.
2. **Prices:** Prices shall be firm and F. O. R. at Kalagarh.
3. **Levy of Penalty:** - In case contractor fails to complete the supply/ Work within stipulated time mentioned in the order, then penalty @ ½% per week subject to maximum 10% of the order value shall be imposed on the contractor.
4. **Payment:-** 90% payments shall be made against delivery of material/completion of work and check at site and balance 10% shall be retained as performance guarantee which shall be released after expiry of guarantee period, however it can be released on furnishing a Bank Guarantee of same amount for the period of guarantee.
5. **Completion of work Period:** -The work shall be completed within 30 days from the date of start. The date of receipt of order shall be the seventh day from date of order
6. **Taxes:** Taxes shall be paid/deducted as per rules applicable.
In case of Service tax mentioned separately, Contractor's must be registered for Service tax and documentary evidences shall be provided by the contractor. In this case Service tax shall be paid extra.
7. **Performance Guarantee:** The said work shall be guaranteed for its performance for a **period of 12 months** from the date of successful completion of work.
8. **Termination of Contract:** The contract shall be terminated any time in case it is found that the supply is not being made to the satisfaction of Engineer Incharge. Under such condition the complete supply will be got done through any other agency and all such expenditure will be debatable/chargeable to the contractors account.
9. **Notice to the Contractor:** Any notice to be given to the contractor as the purchaser thinks fit, may be posted to his address or to duly authorized representative and such posting of notice shall be deemed to have been acknowledged.

10. **OTHER TERMS & CONDITIONS:**

- (a) Any other work not specified but necessary to complete the job will be carried out by the contractor without any extra charges.
 - (b) Electricity required by the contractor for execution of the work under agreement shall be supplied by the department free of cost.
 - (c) Site material storage facility as available will be provided to the contractor free of cost.
 - (d) The contractor will follow all the rules and regulations of factory act. Workman compensation Act and minimum wage Act etc.
 - (e) The contractor shall remain liable of remove the defects that may develop in the works arising solely from the faulty workmanship and poor quality of material.
 - (f) Contractor will make this own arrangement for the transportation of his men and material to work site & back at his own cost.
 - (g) The rates quoted may be asked in a brake-up as consumable material, Labour cost, Transportation etc.
 - (h) All the equipment required for work will be provided by the contractor by himself.
 - (i) The quality of the material used in works shall be inspected by the J.E. (Generator maintenance) /A.E.(E/M) and their decision will be final regarding this.
 - (j) Scrap shall be property of the Nigam and same have to be returned to Nigam.
 - (k) E.O.T. crane shall be provided free of cost.
 - (l) Any loss/damage/injury to the contractor or his staff shall be the responsibility of contractor.
11. All disputes arising out of or touching or relating to the agreement shall be subject to jurisdiction of Local Court at Kotdwar and High Court of judicature at Nainital only.

Executive Engineer (Gen.)

SECTION-3 **TECHNICAL SPECIFICATIONS**

Cleaning of 66 MW Stator Core Air Cooling & Ventilating ducts of Machine No. 3 at Ramganga Power Station, Kalagarh

S.No.	Detail of Work
A.	Dismantling of 02 nos. rotor poles one by one of machine by opening the 03 nos. soldered joints & 02 nos. pole keys of rotor poles by inserting fiber wedges between rotor poles & stator winding in order to make the space for carrying out the cleaning of stator core air cooling & ventilating ducts & shifting of rotor pole safely to erection bay, placing them on wooden logs & covering with black polythene sheet.
B.	Complete cleaning of stator core air cooling & ventilating ducts rows one by one in order to remove parts of carbon particles, dust, oil vapours & foreign particles in front of the two rotor poles by using, markeen cloth, soft round brush, CTC & CRC 2-26, so that thorough air circulation takes place from one side to other side of stator core. The details of the stator core air cooling & ventilating ducts are as under:- No. of stator air cooling & ventilating ducts in one row – 28 no. Total nos. of stator slots in periphery – $28 \times 360 = 10080$ No. Approx. width of slot – 40mm Internal length of slot – 800mm Vertical height of core – 1350mm
C.	After cleaning blowing of dry compressed air through stator core air cooling & ventilating ducts should be carried out by hand blower / vacuum cleaner.
D.	Fixing of rotor movement arrangement on the rotor poles supports with the help of channel & sling ropes, so that backward movement of rotor poles with the help of EOT crane can be done for shifting the two rotor pole cleaning space to other stator core air cooling & ventilating ducts.
E.	Again complete cleaning of stator core air cooling & ventilating ducts rows as detailed in point 2,3,4 till 16 times of backward rotor movement so that all the 10080 no's. of stator air cooling & ventilating ducts get cleaned. Any garbage/undesired stuff produced due to above these activities shall be duly removed by the contractor from the near and around the job area.
F.	Shifting of 02 nos. rotor poles from erection bay to machine & assembling them again in the rotor poles slots by properly providing pole keys & Tinning & Soldering of three joints of rotor poles carried out.

(A. K. Singh)
Dy. General Manager (HGC)
Kalagarh

(Mahendra Kumar)
Executive Engineer (Generation)
Ramganga Power Station, Kalagarh

SECTION-4

SCHEDULE OF PRICES & QUANTITY

Sl No.	Work	Qty	Rate (In Rs.)	Amount (In Rs.)
1	Cleaning of 66 MW Stator Core Air Cooling & Ventilating ducts of Machine No. 3 at Ramganga Power Station, Kalagarh as per technical specification.	01 Job		
	Total Rs.			

1. Service Tax : Inclusive/Extra @ _____ Rs@ _____
2. Any Other Charges/levies : Inclusive/Extra @ _____ Rs@ _____
3. Any Specific conditions : Inclusive/Extra @ _____ Rs. _____
4. Discount, if any offered : % (In words _____ Percent) by
tendered : i.e Rs. _____

TOTAL COST =
Rs. _____
(Inclusive of all charges/Levies & consideration of discount, if any)

**SIGNATURE OF TENDERER
WITH SEAL**

Note:

- (a) All the rates, discount, terms & conditions, Taxes, & duties details must be quoted **only in the Schedule of Quantity and Prices** as mentioned above. No separate sheet shall be used for this purpose.
- (b) UJVN LIMITED reserves the right to ask Party/Contractor to provide separate rates for each item for job analysis, if required.

SECTION-5
GENERAL CONDITIONS OF CONTRACT (GCC)

General Conditions of Contract

FOR

Supply of Plant & the Execution of Work

IN THE

UJVN Limited

General Conditions of Contract (GCC) for the Supply of Plant & the Execution of Works in the UJVN Limited

1. Definition of Terms

In construing these General Conditions and annexed Specification, the following words shall have the meaning herein assigned to them unless there is anything in the subject or context inconsistent with such construction.

The “Purchaser” shall mean the UJVN Limited 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 representatives, successors and assigns.

The “Sub-Contractor” shall mean the person named in the contract for any part of the work for 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 other officer as may be duly authorised and appointed in writing by the Purchaser to act as Engineer for the purposes of the contract and in case where no such officer has been so appointed, the Purchaser or his duly authorised representative.

“Plant”, “Equipment”, “Material”, “Work”, 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, Form of Tender, Covering letter, Schedule of Prices or the final General Conditions, Specification 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 Specification or any other place where work is to be executed under the Contract.

“Tests on Completion” shall mean such tests as are prescribed by the specification to be made by the Contractor before the plant is taken over by the purchaser.

“Commercial Use” shall mean that use of the 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 seal, as the case may be.

Words importing persons 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.

2. Contractor to inform himself fully

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

3. Contract

A formal agreement shall, if required by the Purchaser, be entered into between the Purchaser and the Contractor for the proper fulfillment of the Contract. Further, if required by the Purchaser, the Contractor shall deposit with the purchaser as security for the due and faithful performance of the Contract such sum not being less than one per cent of the total value of the Contract as may be fixed by the Purchaser either in cash or any other form approved by the Purchaser.

The charges 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 counterpart 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 purchaser's name.

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

4. Contract Drawing

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

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

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

These drawings when so signed shall become the property of the Purchaser and be deposited with the Engineer, and shall not be departed from in any way whatsoever except by the written permission of the Engineer, as hereinafter provided. During the execution of the works, one of the sets 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 and in this case the Engineer shall sign the fourth set and return the same to the Contractor.

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

The Engineer or his duly authorised representatives, 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.

5. Mistakes in Drawings

The contractor shall be responsible for and shall pay for any alterations of the work due to any discrepancies, errors or omissions in the drawings and other particulars supplied by him, whether such drawings or particulars have been approved by the Engineer or not, provided that if such discrepancies, errors or omissions are due to inaccurate information or particulars furnished to the Contractor by the Engineer any alterations in the work necessitated by reasons of such inaccurate information of particulars shall be paid for by the Purchaser.

If any dimensions figured upon a drawing or a plan differ from those obtained by scaling the drawing or plan the dimensions as figured upon the drawing or plan shall be taken as correct.

6. Subletting of Contract

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

7. Patent Rights

In the event of any claim or demand being made or action being brought against the Purchaser for infringement or alleged infringement of 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 of 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 claim of demand PROVIDED THAT the purchaser shall notify the 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 expense, 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 the 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.

8. Quality of materials

The plant shall be manufactured and constructed in the best and most substantial and most workmanlike manner and with materials of the best or of approved qualities for their respective uses.

9. Packing

The contractor shall be responsible for securely, protecting and packing the plant so as to avoid damage under normal Conditions of transport.

10. Delivery

The cost of delivering the whole of the material F.O.R at the railway stations specified or on the site as the specification may define and the cost of packing and , unless otherwise agreed, import duties and customs shall be borne by the Contractor.

11. Fencing and lighting for works other than transmission lines

Except as hereinafter provided the 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 for as the proper provision of temporary roadways ,footways, guards and fences as far as the same may be rendered necessary by reason of the work for the accommodation and protection of foot passengers or other traffic and of the owners and occupiers of adjacent property of the public.

For transmission lines

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

For all works

If during the period of erection of a plant the Contractor or his workmen or servants shall injure or destroy any part of a building or other structure continuous to the work in progress or if any damage shall be caused from any cause whatsoever to other works whether in progress or completed forming part of the works 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 servants, 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 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.

12. Power to vary or omit work

No alterations, amendments, omissions, additions, suspensions or variations of the work (hereinafter referred to as "Variations") under the Contract as shown by the contract drawings or the Specifications 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 the Contractor to make such variations without prejudice to the Contract, and the Contractor shall carry out such instructions, and be bound by the same conditions, as far as applicable, as though the said variations occurred in the specification. If any suggested variations would, in the opinion of the Contractor, if carried out, prevent him from fulfilling any of the 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 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 variations, shall be added to, or deducted from, the contract price as the case may require. The amount of such difference, if any, shall be ascertained and determined in accordance with the 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: Provided 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 and proper notice shall be given to the Contractor as will enable him to make his arrangements accordingly, and in case where goods or materials have already been prepared or any designs, drawings, or patterns have been made or work done that require to be altered, the Engineer shall allow such Compensation in respect thereof as he shall consider reasonable.

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

In every case in which the Contractor shall receive instructions from the Engineer for 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.

13. Negligence

If the Contractor shall neglect to execute the work with due diligence and expedition, or shall refuse or neglect to comply with any reasonable orders given to him in writing by the Engineer in connection with the work, or shall contravene any provision of the Contract, the Purchaser may give seven day's 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 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, out of Contractor's hands and give it to another person on contract at a reasonable price or provide any other materials, tools, tackle 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 the free use of all the materials, tools, tackle 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 or such part thereof as may be necessary to the payment of the cost of executing such work as aforesaid.

If the cost of executing the work as aforesaid shall exceed the balance due to the Contractor, and Contractor fails to make good the deficiency, the 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 such sale shall be applied towards the payment of such deficiency and the cost 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, costs 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.

14. Deaths Bankruptcy etc.

If the Contractor shall die or commit any act of Bankruptcy, or being a corporation commence to be wound up except for reconstruction purposes or carry on its business under a Receiver, the executors, successors, or other representative in law of the estate of the Contractor or any such Receiver, liquidator, or any person in whom the contract may become vested, shall forthwith give notice thereof in writing to the Purchaser and shall for one month, during which he shall take all reasonable steps to prevent a stoppage of the works, have the option of carrying out the contract, subject to his or their providing such guarantee as 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 works, period of the option under this clause shall be fourteen days only, provided that, should the above option not be exercised, the contract may be determined by the purchaser by notice in writing to the contractor, and the purchaser may exercise the same power which he could exercise and will have the same rights which he would have under the last preceding clause if the work had been taken out of the contractor's hands under that clause.

15. Inspection and testing

The Engineer, and his duly authorised representatives, shall have at all reasonable times access to the Contractor's premises, and shall have, the powers at all reasonable times, 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 authorised representative permission to inspect it as if the plant was manufactured on the Contractor's own premises.

The Engineer shall, on giving seven day's notices in writing to the Contractor setting out any ground of objections which he may have in respect of the work, be at liberty to reject all or any plant 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 whatsoever: 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 the 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 Contractor's works before shipment.

The Contractor shall, if required, give the Engineer notice of any material being ready for testing, and the Engineer, or his said representative, if so desired, 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 the tests, 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 the tests in duplicate.

Test at Contractor's premises

In all cases where the Contract 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 charge 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 authorised representative to accomplish such testing.

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

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

Test on site

In all cases where the Contract provides for tests on the site, the Purchaser, except otherwise specified, shall provide, free of charge, such labour, materials, 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 tests of the plant or workmanship in accordance with the Contract. In the case of contractor requiring electricity for tests on site such electricity shall be supplied to the Contractor in the most convenient form available.

16. Delivery of Plant

The plant or material shall not be forwarded until shipping /despatch instruction shall have been given to the Contractor. Notification of delivery or despatch in regard to each and every consignment shall be made to the Purchaser immediately after despatch or delivery. The supplier shall further supply to the Consignee a priced invoice and packing account of all stores delivered or despatched by him. All packages, containers, bundles and loose materials forming part of each and every consignment shall be described in full 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.

17. Access to site and work on site

Suitable access to, and possession of the site shall be afforded 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 a crane is available, its safe lifting

capacity shall be stated in the Specification , and it shall be available for free use of the Contractor until plant is taken over.

Only applicable to complete erection Contracts

The work, so far as it is carried out on the Purchaser's premises, shall be carried out at such time as the Purchaser may approve, and so as not to interfere unnecessarily with the conduct of the purchaser's business, but the Purchaser shall give the Contractor all reasonable facilities for carrying out the work. No person other than the Contractor, subcontractors and workmen and the Contractor's duly authorized agents 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 works shall at all times be accorded to the Engineer and his representatives and other authorized officials of the Purchaser.

The Contractor shall permit the execution of work by other contractors or tradesmen whose names shall have been previously communicated in writing to the Contractor by the Engineer, and afford them every facility for the execution of 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.

18. Engineer's Supervision

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

19. Engineer's decision

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

20. Contractor's representative and workmen

If the supervision of erection or complete erection is also included in the Contract, the Contractor shall employ at least one competent representative, 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 representative, 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 authorised 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.

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 shall 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 so to do, 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 the Contractor's representative unless the Contractor exempts him from his liability.

21. Liability for accidents and damage

The Contractor shall be responsible for the 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 any such loss, damage and depreciation occurring during such period that plant is operated by the Purchaser's staff prior to being taken over in accordance with clause 35.

Until the plant is taken over or 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 design or work, but not from any 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, nor 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, nor shall his total liability for loss, damage or injury under this clause exceed the total value of the Contract.

Only applicable to complete erection contract

The Contractor will indemnify and save harmless the Purchaser against all actions, suits, claims costs, or expenses arising in connection with injuries other than such as may be attributable to the Purchaser or his employees suffered prior to the date when the plant shall have been taken over under clause 35 hereof, by persons employed by the Contractor or his sub-Contractor on the works, 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 employees for injuries suffered by employees, and will, if called up to do so, take out the necessary policy or policies of insurance to cover such indemnity.

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 the assistance, if he so require, of the Purchaser, but at the sole expense of the Contractor, conduct all negotiations for the settlement of the same or any litigation that may arise therefrom. In such case, the Purchaser shall, at the request and expense of the Contractor, afford all reasonable and available assistance for any such purpose.

22. Insurance

The Contractor shall insure the plant and shall keep it insured against loss by theft, destruction or damage by fire, flood, undue exposure to the weather, or through riot, civil commotion, war or rebellion, for the full value of the plant from the time of delivery F.O.R. works until the plant is taken over under clause 35. This insurance shall cover loss by theft on site in the case of Contracts where the Contractor is responsible for complete erection, but not in other cases.

23. Replacement of defective plant or materials

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 that 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 day's notice in writing of his intention so to do, proceed to remove the work complained of , and at the cost of the Contractor , perform all such works or supply all such materials , provided that nothing in this clause shall be deemed to deprive the purchaser of or affect any rights under the Contract which he may otherwise have in respect of such defects or deficiencies.

24. Deduction from contract price

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 by him to the Contractor under this contract, or may be recovered by suit or otherwise from the contractor.

Any some 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 the Purchaser.

25. Terms of payment

(i) Subject to any deduction which the Purchaser may be authorised to make under the contract, or subject to any additions or deductions provided for under clause 12, the contractor shall, be entitled to payments as follows

(a) Eighty per-cent of the F.O.R. Contract value of the plant in rupees on receipt by the Purchaser of the Contractor's invoice giving the number and date of the railway receipt covering the despatch of the plant from the Indian port and of the advice note giving case number and contents, together with a certificate by the Contractor to the effect that the plant detailed in the said advice note has actually been despatched under the said railway receipt and that the Contract value of the said plant so despatched is not less than the amount entered in the invoice.

(b) Ten percent of 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 on the progress of the work on the receipt by the Purchaser of monthly invoices submitted by the Contractor supported by the certificates of the Engineer.

(ii) If at the time at which either of the installments due under Sub-clause(b) and (c) of clause (i) hereof becomes 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 such part of the installments then due as represents the cost

of making good such minor defects, and any sum so retained shall, subject to the provisions of clause 36, become due upon such minor defects being made good.

(iii) If the Purchaser desires that the plant or any portion should not be despatched by the contractor when it is due for despatch, the Contractor shall store such plant or portion at his works and be responsible for all risks. For such storage the Purchaser shall pay to the contractor at a rate to be mutually agreed upon between the parties but not exceeding **Rs.15 (fifteen rupees) per tonne per week** payable quarterly plus interest @ 1 percent per annum above the current rate of the State Bank of India, on 80 per cent 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 becomes due and is ready for shipment up to the date on which it is actually shipped .

25A. In the event of the supplier/Contractor/company not being able to supply the materials or to carry out the works in accordance with the terms of this contract, the Nigam/Purchaser/Owner shall have the right to recover any sums advanced in accordance with the clause 25 from the supplier /Contractor/company and from his/its assets.

26. Provisional sums

In any case where the contract price includes a provisional sum to be provided by the contractor for meeting the expenses of extra work or for work to be done or materials to be supplied by a sub-contractor, such sum shall be expended or used, either wholly or in part, or be not used at the discretion of the Engineer and entirely as he may decide and direct. If no part or only a part thereof be used, then the whole or the part not used, as the case may be, shall be deducted from the contract price. If the sum used is more than such provisional sum the contractor shall pay the excess. In the case of material, supplied or work done by a sub- Contractor, the total of the net sum paid to the sub-contractor on account of such material or works and a sum equal to 10 percent of net sum allowed as contractor's profit shall be deemed to be the sum used. None of the work or articles to which such sum of money refers 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 materials or execution of their several works simultaneously with his own, and shall, within 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 works : PROVIDED ALWAYS that the contractor shall have no responsibility with regard to such works or articles unless he shall have previously approved the sub-contractor and/or the material or plant to be supplied.

27. Certificates of Engineer

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 plant supplied and the certificates as to such plant as is in the reasonable opinion of the Engineer, in accordance with the Contract shall be issued within fourteen days of the application for the same as is reasonably necessary on communication with the site.

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. Due date of payment

Payment shall be due and payable by the Purchaser in accordance with the provisions of clause 25 hereof at the end of the month following that in which invoices for the the amounts due together with necessary documents are received by the Purchaser, provided that the

Purchaser shall not be bound to make any payment under sub-clause (a) of clause 25 unless the amount of such payment represents at least 8 percent of the total contract value of the plant.

29. Certified not to effect rights of the Purchaser or contractor

No certificate of the Engineer on account, nor any sum paid on account by the Purchaser, nor any extension of time granted under clause 31 shall affect or prejudice the rights of the Purchaser against the Contractor, either under this Agreement or under the law, or relieve the Contractor of his obligations for the due performance of the contract, or be interpreted as approval of the work or of the material supplied. No certificate of the Engineer shall create liability on the purchaser to pay for any alternation, amendments, variations or additions 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 or of any sum against the payment of which he is bound to indemnify the Purchaser nor shall any such certificate nor 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 agreement or under the law.

30. Suspension of works

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

31. Extension of time for completion

The time given to the Contractor for dispatch, delivery, erection or completion, as the case may be, shall be reckoned from the date of receipt by the Contractor of the order, together with all necessary information and drawings, to enable the work to be put in hand. In all cases in which progress shall be delayed by strikes, lockouts, fire accidents, defective materials, delays in approval of drawings or any cause whatsoever beyond the reasonable control of the Contractor, and whether such delays or impediment shall occur before or after the time or extended time, for despatch, erection or completion, a reasonable extension of time shall be granted.

32. Price reduction clause

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 half percent per week reckoned on the contract value of such portion only of the plant as cannot, in consequence of the delay, be used commercially and efficiently during each week between the appointed or extended time, as the case may be, and the actual time of acceptance under clause 35, and such reduction shall be in full satisfaction of the Contractor's liability for delay but shall not in any case exceed 10 per cent of the contract value of such portion of the plant.

33. Test on completion

Whenever possible all tests shall be carried out before shipment. Should , however , it be necessary for the final test as to performance and 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 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 re-pay to the Purchaser all reasonable expenses to which he may be put by such tests.

34. Rejection of defective plant

If the completed plant, or any portion thereof, before it is taken over under clause 35 be found to be defective, or fails to fulfil the requirements of the Contract, the Engineer shall give the Contractor notice setting forth particulars of such defects of failure, and the Contractor shall forthwith make the defective plant good, or alter the same to make it comply with the requirements of contract. If the Contractor fails to do so within 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 fulfil the requirements of the Contract. Such replacement shall be carried out by the purchaser within a reasonable time

and a reasonable price, and where reasonably 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 the extra cost, if any, of such replacement delivered and /or erected as provided for in the original Contract, such extra cost being the ascertained difference between the price paid by the purchaser, under the 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 reasonable time, the contractor shall be liable only to repay to the Purchaser all moneys 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 a reasonable and proper manner for a time reasonably sufficient to enable him to obtain other replacement plant. During the period the rejected plant is used commercially the Contractor shall be entitled to a reasonable sum as payment for such use.

35. Taking over

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 forth 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 tests which 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 last-mentioned tests on site shall not be carried out within one month of notice by the Contractor to the Purchaser of the plant being ready for test the plant shall be deemed to have been taken over as on the last day of such period and payments due to the Contractor on taking over shall be made , but nevertheless the Contractor shall, if called upon so to do by the Purchaser , but at Purchaser's expense ,make the said tests during the maintenance period and accept as aforesaid under the same obligation as specification Clause 33.

The Engineer shall not delay the issue of any Taking over Certificate contemplated by this clause on account of minor deficiencies of material or defects in the

plant which don't materially affect the commercial use thereof, provided that the Contractor shall undertake to make good the same in due course.

36. Maintenance

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 35 (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-contractors approved under clause 6, under conditions provided for by the Contract under proper use and arising solely from faulty design, materials or workmanship : PROVIDED ALWAYS that such defective parts as are not repairable at the site and are not essential in the meantime to the maintenance in commercial use of the plant, are promptly returned to the Contractor's works at the expense 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 to the parts of the plant so replaced or renewed until the expiration of six months from the date of such replacement or renewal or until the end of the above mentioned period of the twelve months whichever may 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 any other rights which the purchaser may have against the Contractor in respect of such defects.

The repaired or 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 the maintenance period the Contractor's liability shall 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 manufacturer of such goods.

37. Regulations of Local Authorities

The Purchaser shall, throughout the continuance of the Contract and in respect of all matters arising in the performance thereof, serve all notices and obtain all consents, way-leaves, approval and permission required in connection with the regulations and by-laws of any local or other authority which shall be applicable to the works.

All works shall be executed in accordance with the Indian Electricity Rules, 1956 and any statutory modifications thereof, wherever are applicable, unless otherwise agreed to in writing by the Engineer.

38. Settlement of Disputes

"Adjudicator" means the person appointed by agreement between the Purchaser and the Contractor to make a decision on or to settle any dispute or difference between the Purchaser and the Contractor referred to him or her by the parties pursuant to GCC Sub-Clause 38.1 (Adjudicator) hereof. In the event of failure on the part of parties to agree to the appointment of Adjudicator, Adjudicator shall be appointed at the request of either party by the appointing authority i.e. The President, Institution of Engineers (India), 8, Gokhale Road, Kolkata, India.

38.1 Adjudicator

38.1.1 If any dispute of any kind whatsoever shall arise between the Purchaser and the Contractor in connection with or arising out of the Contract, including without prejudice to the generality of the foregoing, any question regarding its existence,

validity or termination, or the execution of the Facilities - whether during the progress of the Facilities or after their completion and whether before or after the termination, abandonment or breach of the Contract - the parties shall seek to resolve any such dispute or difference by mutual consultation. If the parties fail to resolve such a dispute or difference by mutual consultation, then the dispute shall be referred in writing by either party to the Adjudicator, with a copy to the other party.

- 38.1.2 The Adjudicator shall give its decision in writing to both parties within twenty eight (28) days of a dispute being referred to it. If the Adjudicator has done so, and no notice of intention to commence arbitration has been given by either the Purchaser or the Contractor within fifty six (56) days of such reference, the decision shall become final and binding upon the Purchaser and the Contractor. Any decision that has become final and binding shall be implemented by the parties forthwith.
- 38.1.3 The Adjudicator shall be paid a daily fee for the hearings at the rate decided and agreed upon between the parties and the Adjudicator plus reasonable expenditures incurred in the execution of its duties as Adjudicator, and these costs shall be divided equally between the Purchaser and the Contractor.
- 38.1.4 Should the Adjudicator resign or die, or should the Purchaser and the Contractor agree that the Adjudicator is not fulfilling its functions in accordance with the provisions of the Contract, a new Adjudicator shall be jointly appointed by the Purchaser and the Contractor. Failing agreement between the two within twenty eight (28) days, the new Adjudicator shall be appointed at the request of either party by the Appointing Authority. The President, Institution of Engineers (India), 8, Gokhale Road, Kolkata, India shall be the "Appointing Authority" for the Contractor (Sole/Lead Partner).

38.2 Arbitration

- 38.2.1 If either the Purchaser or the Contractor is dissatisfied with the Adjudicator's decision, or if the Adjudicator fails to give a decision within twenty eight (28) days of a dispute being referred to it, then either the Purchaser or the Contractor may, within fifty-six (56) days of such reference, give notice to the other party, with a copy for information to the Adjudicator, of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.
- 38.2.2 Any dispute in respect of which a notice of intention to commence arbitration has been given, in accordance with GCC Sub-Clause 6.2.1, shall be finally settled by arbitration. Arbitration may be commenced prior to or after completion of the Facilities. In the event of commencement of Arbitration, the parties shall be precluded to introduce in evidence the views expressed or suggestions or admissions made by the parties before adjudicator, proposals made by Adjudicator or the fact that the other party had indicated its willingness to accept a proposal for settlement made by Adjudicator.
- 38.2.3 Any dispute submitted by a party to arbitration shall be heard by an arbitration panel composed of three arbitrators, in accordance with the provisions set forth below.
- 38.2.4 The Purchaser and the Contractor shall each appoint one arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the two arbitrators do not succeed in appointing a third arbitrator within twenty eight (28) days after the latter of the two arbitrators has been appointed, the third arbitrator shall, at the request of either party, be appointed by the Appointing Authority. The President, Institution of Engineers (India), 8, Gokhale Road, Kolkata, India shall be the "Appointing Authority" for the Contractor (Sole/Lead Partner).

38.2.5 If one party fails to appoint its arbitrator within forty-two (42) days after the other party has named its arbitrator, the party which has named an arbitrator may request the Appointing Authority to appoint the second arbitrator.

38.2.6 If for any reason an arbitrator is unable to perform its function, the mandate of the Arbitration shall terminate in accordance with provisions of applicable laws, a substitute shall be appointed in the same manner as the original arbitrator.

38.2.7 Arbitration proceedings shall be conducted as laid down below:

- The dispute when referred to arbitration shall be resolved under the provisions of Indian Arbitration and Conciliation Act 1996.
- Rules governing the proceedings before the arbitrators shall be UNCITRAL Arbitration and Conciliation Rules for foreign Contractors.
- The venue of arbitration proceedings shall be Dehradun, India.
- The language shall be English.

38.2.8 The decision of a majority of the arbitrators shall be final and binding and shall be enforceable in any court of competent jurisdiction as decree of the court.

The Court of Jurisdiction shall be High Court, Nainital, Uttarakhand, India.

38.2.9 The arbitrator(s) shall give reasoned award.

38.3 Notwithstanding any reference to the Adjudicator or arbitration herein,

- (a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree
- (b) the Purchaser shall pay the Contractor any moneys due to the Contractor.

39. Construction of contract

The Contract shall in all respects be construed and operate as a Contract as defined in the Indian Contract Act, 1872, and all payments thereunder shall be made in rupees unless otherwise specified.

Form of Bank Guarantee

(For depositing Earnest Money in case the amount for deposit exceeds Rs. 5000/-)

To,

.....

.....

Sir,

WHEREAS, Messers a Company incorporated under the Indian Companies Act having its registered office at a firm registered under the Indian Partnership Act and having its business office at.....

/Sri son of.....

resident of.....

Sri.....son of.....R/o.....

Sri.....son of.....R/o.....

and Sri.....son of.....R/o.....

partners carrying on business under the firm's name and style of Messers..... at which is registered partnership firm (hereinafter called "the Tenderer") has/have in response to your Tender Notice against specification number. for, offered to supply and/ or execute the works as contained in the Tenderer's letter No..... dated

AND WHEREAS the Tenderer is required to furnish to you a Bank Guarantee for the sum of Rs. as Earnest Money against the Tenderer's offer as aforesaid:

AND

WHEREAS

We

..... (name of the Bank), have, at request of the Tenderer, agree to give you this guarantee as hereinafter contained:

NOW THEREFORE, in consideration of the promises we, the undersigned, hereby covenant that the aforesaid tender of the Tenderer shall remain open for acceptance by you during the period of validity as mentioned in the tender or any extension thereof as you and the Tenderer may subsequently agree and if the Tenderer shall, for any reason back out, whether

expressly or impliedly, from his said tender during the period of its validity or any extension thereof as a aforesaid we hereby guarantee to you the payment of the sum of Rs..... on demand notwithstanding the existence of any dispute between the UJVN Ltd. and the Tenderer in this regard and we hereby further agree as follows :-

- a) That you may without affecting this guarantee grant time or other indulgence to or negotiate further with the Tenderer in regard to the conditions contained in the said tender and thereby modify these conditions or add these to any further conditions as may be mutually agreed upon between you and the Tenderer.
- b) That the guarantee herein before contained shall not be affected by any change in the constitution of the Tenderer.
- c) That this guarantee commences from the date thereof and shall remain in force till the Tenderer, if his tender is accepted by you, furnishes the security as required under the said specifications and executes a formal agreement as therein provided or till four months after the period of validity or the extended period of validity, as the case may be, of the tender, whichever is earlier.
- d) That the expressions 'The Tenderer' and 'the Bank' and 'the UJVN Limited' herein used shall, unless such and interpretation is repugnant to the subject or context include their respective successors and assigns.
- e) That any account settled between you and the Tenderer shall be conclusive evidence against us of the amount due hereunder and shall not be questioned by us.

Yours faithfully

FORM OF BANK GUARANTEE FOR SECURITY

CLAUSE 3.0 OF GCC

(For depositing security in case the amount for deposit exceeds Rs. 5000. Bank guarantee should be on a Non-Judicial Stamp Paper of Rs. 100.00 at present.)

In consideration of the UJVN Limited, Dehradun (hereinafter called 'The Nigam') having agreed to exempt
..(hereinafter called 'The Contractor') from the demand under the terms and conditions of agreement dated made between
.....and UJVN Limited for hereinafter called the said 'Agreement' of security deposit for the due fulfillment by the said contractor(s) of the terms any 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 Nigam an amount not exceeding Rs. against any loss or damage caused to or suffered or would be caused to or suffered by the Nigam by reason of any breach by said contractor(s) of any 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 Nigam stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Nigam by reason of any breach by the said contractor of any of the terms and conditions contained in the said agreement or by reason of the contractor(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 this 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 effect 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 Nigam under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till the Nigam or their only authorised officer certifies that the terms

and conditions of the said agreement have fully and properly carried out by the said contractor (s) and accordingly discharges the guarantee.

4. We Bank (Ltd.) further agree with the Nigam that the Nigam shall have the fullest liberty without our consent and without affecting in any manner of obligations hereunder to vary any of 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 or from time to time any of the powers exercisable by the Nigam against the said contractor(s) and to forbear 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 (s) being granted to the said contractor or for any forbearance, act or omission on the part of the Nigam or any indulgence by the Nigam to the said contractor(s) or 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 Nigam in writing.

6. Notwithstanding any thing contained above, the liability of the guarantor hereunder is restricted to said sum of Rs. and this guarantee shall expire on the day of 200 Unless a claim under the guarantee is filed 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 Nigam any money so demanded notwithstanding any dispute or disputes raised by the contractor (s)/supplier(s) in any suit or proceeding, pending before any Court or Tribunal relating to 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 thereunder and the contractor (s)/ supplier(s) shall have no claim against us for making such payment.

Date day of 200

for Bank (Ltd.)

Proforma For Performance Bank Guarantee

THIS DEED OF GUARANTEE MADE ON THE day of 20. By the (hereinafter called 'the Guarantor') of the one PART IN FAVOUR OF the UJVN Limited (hereinafter called the Purchaser of the other part

WHEREAS in accordance with the contract agreement dated the day of 20.....(hereinafter called 'the said Contract') entered in to between the purchaser and Messers a company within the meaning of the companies act and having its registered office at (hereinafter called 'the Contractor') the Contractor agrees to supply, erect, test & commission (strike off which is not applicable) to the Purchaser the as provided in the said Contract.

AND WHEREAS the payment terms under the Contract provide that in order to take 100% payment of the Contract value the contractor shall furnish to the purchaser a Bank Guarantee in the sum of 10% value of each consignment despatched valid for

AND WHEREAS instead of furnishing separate guarantees as aforesaid the Contractor wishes to furnish one guarantee as sum of 10% value of the Contract valid for and reckoned from the date.....

NOW THIS DEED WITNESSES AS FOLLOWS

1. In consideration of the promises the Guarantor hereby undertakes that the Contractor shall duly supply, erect, test and commission (strike off which is not applicable) the aforesaid material of the correct quality and strictly in accordance with the said contract failing which the guarantor shall pay to the Purchaser on demand such amount or amounts as the Guarantor may be called upon to pay to the maximum aggregate of Rs. being 10% of the Contract value.
2. The Guarantor shall pay to the Purchaser on demand the sum under clause 1 above without demur and without requiring the Purchaser to invoke any legal remedy that may be available to it to compel the guarantor to pay the same or to compel such performance by the Contractor. Provided that where the Guarantor considers the demand of the Purchaser unjustified, it shall nevertheless pay the same though under protest to the Purchaser and shall not with-hold payment on that account.
3. This guarantee shall come into force the date hereof and shall remain valid for 12 (Twelve) calendar months from the date of the Commissioning.... of the last consignment of goods despatched which date despatch according to the Contract is the day of if however, the period of the Contract is for any reason extended thereby extending the said date and upon such extension, if the Contractor fails to furnish a fresh or renewed bank guarantee for the extended period, the Guarantor shall pay to the Purchaser the said sum of Rs..... or such lesser sum as the Purchaser may demand.
4. The guarantee herein contained shall not be effected by any change in constitution of the Guarantor or of the Contractor.
5. Any account settled between the Contractor and the Purchaser shall be conclusive evidence against the Guarantor of the amount due and shall not be questioned by the Guarantor.
6. The neglect or forbearance of the Purchaser in enforcement of payment of any moneys the payment whereof is intended to be hereby secured or the giving of time by the Purchaser for the payment thereof shall in no way relieve the Guarantor of its liability under this deed.
7. The Purchaser and the Contractor will be at liberty to carry out any modifications in the said Contract during the time of the said contract and any extension thereof, notice of which modifications to the guarantor is hereby waived.
8. The expressions 'The Purchaser' and 'The Guarantor' and 'The Contractor' shall unless there be any thing repugnant to the subject or context include their respective successors and assigns.
9. Notwithstanding anything contained above, the liability of the Guarantor hereunder is restricted to the said sum of Rs..... and this guarantee shall expire on the day of 200 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.

IN WITNESS WHEREOF

For and on behalf of the Guarantor has signed this deed on the day and year first above written.

Witness :

1.

Signed by

(For and on behalf of Guarantor)

2.

Form of Agreement

(Referred to in clause 3 of GCC)

THIS AGREEMENT made on the _____ day of _____ 20____
BETWEEN _____ (hereinafter referred to as
"the Contractor") of the one part AND the UJVN Limited (hereinafter called "the purchaser") of
the other part;

WHEREAS the purchaser is about to erect and maintain the.....
..... (hereinafter called "the works") and for the purpose requires the plants and
machinery mentioned and specified in certain general conditions, specifications, schedules,
drawings, form of tender, covering letter and schedule of prices which, for the purpose of
identification, have been signed by on behalf of the
Contractor and (the Engineer or
the Purchaser) on behalf of the Purchaser all of which are deemed to form part of this Contract
as though separately set out herein and are included in the expression "Contract" whenever
herein used.

AND WHEREAS the Purchaser has accepted the tender of the Contractor for the supply
and delivery of the said plant and machinery for the sum of

upon the terms and subject to the conditions hereinafter mentioned.

NOW THESE PRESENT WITNESSES and the parties hereto hereby agree and
declare as follows, that is to say, in consideration of the payment to be made to the Contractor
by the Purchaser as hereinafter mentioned the Contractor shall and will fully provide the said
plant and machinery for the said works on the terms and conditions mentioned in the Contract.

AND in consideration of the due provisions of the said plant and machinery by the
Contractor and due performance of his part of contract, the Purchaser does hereby for himself,
his successors or assigns covenant with the Contractor that he, the Purchaser, his successors

or assigns will pay to the Contractor the said sum of
.....

or such other sum as may be become payable to the Contractor under the provision of the Contract, such payments to be made at such time and in such manner as is provided by this contract.

IN WITNESS WHEREOF the parties hereto have signed this Deed hereunder on the dates respectively mentioned against the signatures of each.

Signed
(for and on behalf of the Purchaser)
(date)
in the presence of

Signed
(Contractor)
(date)
in the presence of

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