

**OFFICE OF THE SUPERINTENDING ENGINEER
ELECTRICITY DISTRIBUTION CIRCLE,
MADHYANCHAL VIDYUT VITRAN NIGAM LTD,
KRISHNA NAGAR, JAIL ROAD
SHAHJAHANPUR-242001**

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SHORT TERM E-TENDER SPECIFICATION/DOCUMENTS

- | | | |
|-------------------------|---|---|
| 1. TENDER NO | : | 41(Work)/EDCS/2017-18 |
| 2. DATE OF SUBMISSION | : | 22.06.2017 (upto 05.00 P.M.) |
| 3. DATE OF OPENING | : | 23.06.2017 (12.00 P.M.) |
| 4. PRICE OF TENDER FORM | : | Rs 300.00+15% vat (In favor of
SE, EDC, Shahjahanpur) |
| 5. Earnest Money | : | Rs 2000.00 (In favor of SE, EDC,
Shahjahanpur) |
| 6. Description of work | : | for printing of different official documents and
proformas required in EDD-Pilibhit. |

SUPERINTENDING ENGINEER

(To be filled & submitted by the tenderer in Tender bid Part-1)

TENDER NO. 41(Work)/EDCS/2017-18

Earnest Money : Rs 2000/- Only

ELECTRICITY DISTRIBUTION CIRCLE, SHAHJAHANPUR

FROM : M/s

TO,

The Superintending Engineer,
Electricity Distribution Circle,
MVVNL, Shahjahanpur.

Sir,

With reference to your invitation tender for work for printing of different official documents and proformas required in EDD Pilibhit hereby offer to the U.P. Power Corporation Ltd/MVVNL., the rates for the items mentioned in the schedule of prices and delivery annexed on such portion thereof as you determine in strictly accordance with the annexed conditions of contract Form "A" specification and schedule of rates to the satisfaction of the purchaser or in default thereof to forfeit and to pay UPPCL/MVVNL a sum or money as mentioned in the said conditions.

The rates quoted are inclusive pro-rata in full satisfaction of all claims.

I/We agree to abide by this tender for the period of 120 days from the date fixed for receiving the tenders.

A sum of Rs. 2000.00 is hereby furnished as earnest money in shape of FDR/TDR No
dateof Bank.....

Your's faithfully,

**Signature of the Tenderer
In full with**

TENDER FORM**(To be filled & submitted by the tenderer in Tender bid Part-1)**

NOTE: *The tender shall not be considered if the tenderer fails to submit this performa duly filled, replies should be completed without ambiguity and should be clearly written against each item,. The terms such as “ refer covering letter “ etc. shall not be acceptable, extra sheets may be attached if the space left is not sufficient.*

SI No	Particulars	
GENERAL		
1	Specification No. against which you have tendered	
2	DD/BC No. and date by which tender cost deposited.	
3	Have you deposited the requisite earnest money give reference.	
4	Name of the Firm	
5	Name of proprietor/Partner	
6	Address of the Firm	
7	Type of Firm (ie Proprietary/Partnership/PVT. LTD. Etc)	
8	Do you agree to all the terms & conditions of the tender.	
9	Do you confirm that there are no typographical error/omissions in your tender documents forming part of the tender. (Answer Yes/No)	
10	Do you agree with validity period of your tender for 120 days	
11	What is the period of Completion of work. This is to be reckoned from the date of placing order. Please note that completion is to be guaranteed under penalty clause.	
12	Do you agree with the terms & conditions	
13	Do you agree with condition of Form A of UPPCL.	
14	Give reference which can certify your financial status & capability (Bank account act)	
15	Whether all the schedules and documents required have been submitted or not.	
16	Bank account number of firm and name of bank	
Technical Specification/Prices		
1	Please indicate clearly if the quoted prices are Firm & Firm in all respect.	
2	If the Quoted rates are exclusive of any taxes/duties/other	

	charges, give details	
3	Do you offer any discount and if yes pl. give details	

DATE :
PLACE :

**SIGNATURE OF TENDERER
WITH SEAL**

Annexure-3

SUBMISSION OF BID

Sealed Bid offers are to be submitted in two parts.

Part- I-

- A- The bidder shall submit the following document on e-tender portal with using his digital signature :-
- i- Scanned copy of DD/BC of required tender cost issued by any Nationalized/Scheduled bank in favor of Superintending Engineer, Electricity Distribution Circle, Shahjahanpur.
 - ii- Scanned copy of Required Earnest money from any Nationalized/Scheduled Bank in shape of FDR/CDR/TDR in favor of Superintending Engineer, Electricity Distribution Circle, Shahjahanpur. The earnest money in shape of cheque/DD shall not be accepted and the tender will be liable to be rejected.
 - iii- Scanned Copy of TIN number
 - iv- Scanned Copy of PAN Number.
 - v- Scanned copy of Service tax registration.
- B- Hard copies of above shall be submitted by the tenderer in the office of SE, EDC, Shahjahanpur. Envelop should super-scribed "Tender bid part-1 against specification no...../EDCS/2017-18. Due for opening on

Conditional Part-I shall not be accepted & will be rejected outright. Part I should be complete in all respect otherwise part two will not be opened.

Part-II- It shall contain price bid only and shall be uploaded on **www.etender.up.nic.in**.

Special Conditions for Tender –

- 1- Contractor will be responsible for any loss of department material and its cost will be recovered from contractor.
- 2- Department will bear no claim for any accident during the work.
- 3- All the material to be used in that works, provided by the Department and carry by the contractor from departmental store/ Dump Store of concerned JE at own risk.
- 4- The undersigned reserves the right to reject any or all the tenders, without assigning any reasons whatsoever.
- 5- The tender given by the firm must be signed by each partner or by the authorized representative of the firm.
- 6- In case of difference in tendered rates, in figure and words lower of two shall be considered.

7- The undersigned reserve the right to terminate the contract by a week's notice, if the work of the contract is found un- satisfactory or he fails to executed the work and in that case the undersigned shall have the option to arrange the execution so incurred will be recovered from the contractor or from his liabilities directly.

Contd....page 2

- 8- In case of any dispute the decision of the Chief Engineer (D) Bareilly Zone Bareilly shall be final and binding on both the parties, in all cases.
- 9- The contractor shall have to follow all the rules and regulations under labour laws as prevalent day to day. The contractor will himself be entire responsible if any accident occurs to any labour taken in the said work, the department will not pay compensation to any labourer under said contract.
- 10- The contractor will have to be present during the time of measurement but in case he fails to be present at such time the measurement will be taken in absence and the same will be accepted by him.
- 11- The rates quoted by the tenders should be firm and terms and conditions of the contract. No claim on this account will be entertained and not variable till the execution of work.
- 12- The penalty as per general conditions of contract from 'A'/B' prevailing in the UPPCL/MVVNL shall be deducted from the contractors bill, if the work is not completed within the stipulated period.
- 13- No labour and T&P shall be supplied by the department.
- 14- The work shall be carried out under the supervision of the concerned EE (to be mentioned in the contract), at the time of execution of agreement by the S.E.EDC, Shahjahanpur.
- 15- As soon as possible has been given herein this tender specification., if any further information is required, the contractor or their representative may obtain the same from the office of the under signed.
- 16- In addition to the above other terms & conditions as given in the prescribe form 'A' of UPPCL shall also be applicable and the tenders shall be fully bound by them.
- 17- These terms & conditions shall a form of the agreement and shall be binding on the contractors.
- 18- The work will be completed within 45 days from the date of agreement/ LOI.**
- 19- The tenders will be opened on the date fixed as mentioned in the publication/tender document.
- 20- The quantity may vary up to $\pm 50\%$.
- 21- Payment would be done by the concerned Office and taxes would be deducted as applicable.
- 22- The work shall be got done against sanctioned estimate/package/ sample.

Superintending Engineer

Signature with seal of
Tenderer

विशेष नियम व शर्तें –:

1. सम्बन्धित कार्य हेतु अन्य नियम व शर्तें उ0 प्र0 पावर कारपोरेशन लि0 द्वारा निर्धारित मानकों एवं फार्म 'ए' के अनुसार मान्य होंगी।
2. निविदा में दिये जाने वाले कोटेशन के प्रथम एवं द्वितीय भाग को उ0 प्र0 शासन की निविदा बेबसाईट etender.up.nic.in से डाउनलोड कर निविदा में दी गई शर्तों के अनुसार भरकर पुनः उसी बेबसाईट पर नियत समय सीमा के भीतर अपलोड करना अनिवार्य है एवं एक हार्ड कॉपी प्रथम एवं द्वितीय भाग के लिफाफे तैयार करवाकर निविदा में उल्लिखित तिथि व समय तक मण्डल कार्यालय में भी उपलब्ध करवाया जाना अनिवार्य है। साफ्ट कॉपी अथवा हार्ड कॉपी में से किसी एक की भी कमी होने के कारण निविदाकार का आवेदन स्वीकार्य नहीं किया जायेगा। हार्ड कॉपी तथा साफ्ट कॉपी में दिये गये प्रपत्रों में किसी भी प्रकार की भिन्नता प्राप्त होने पर आवेदन निरस्त माना जायेगा।
3. निविदाकार द्वारा प्रथम भाग में संस्था के सेवाकर पंजीकरण एवं नियम व शर्तें तथा निविदा में वाँछित प्रपत्रों की स्वहस्ताक्षरित छायाप्रतियाँ रखी जायेंगी एवं द्वितीय भाग में रेट शेड्यूल रखा जायेगा। इसी प्रकार ई-टेण्डरिंग बेबसाईट पर भी प्रपत्र अपलोड किये जायेंगे।
4. समस्त निविदाकार जोकि प्रश्नगत निविदा में भाग लेना चाहते हैं, वे निविदा प्रपत्र क्रय किये जाने हेतु बनवाये गये निर्धारित निविदा शुल्क के डिमाण्ड ड्राफ्ट की स्कैन्ड कॉपी ही निविदा के प्रथम भाग में रखेंगे एवं सत्य प्रति मण्डल कार्यालय को दि0 22.06.2017 से पूर्व किसी भी कार्यदिवस में कार्यालय समय में निविदा प्रपत्र क्रय किये जाने हेतु आवेदन पत्र के साथ उपलब्ध कराया जाना सुनिश्चित करेंगे। ऐसा न किये जाने की स्थिति में निविदाकार की निविदा कोटेशन को स्वीकार नहीं किया जायेगा।

Tender Specification No- 41(Work)/EDCS/2017-18
For printing of different official documents and proformas
required in EDD-Pilibhit

Sl.No	Description of material to be print	Unit	Qty.
1	PTW BOOK	NOS.	1000
2	PAYMENT RECEIPT BOOK	NOS.	2000
3	DISCONNECTION SLIP BOOK	NOS.	200
4	DEMAND NOTICE FOR DUES IN DUPLICATE	NOS.	100
5	PROFORMA NO. 02 BOOK IN FOUR SET	NOS.	50
6	CHECKING REPORT BOOK IN TRIPLICATE	NOS.	100
7	BATCH CARD CCVR CARD	NOS.	500
8	INDUSTRIAL / COMMERCIAL CONN. PAD	NOS.	10
9	CASH PAYMENT IN DUPLICATE	NOS.	10
10	NOTICE U/S 24(1) OF I.E. ACT 1910	NOS.	10
11	FOR INDUSTRIAL USE	NOS.	10
12	TUBEWELL (COMMERCIAL)	NOS.	10
13	PTW AND L&F TEREMS AND CONDITIONS	NOS.	10
14	OFFICE MEMORANDUM FOR PTW	NOS.	10
15	CASH PAYMENT	NOS.	10
16	OFFICE MEMORANDUM	NOS.	10
17	REALIZATION STATEMENT	NOS.	20
18	ALLOCATION SHEET	NOS.	20
19	INDENT FOR INSTALLATION/ REPLACEMENT OF METERS	NOS.	10
20	CONSUMER MASTER FILE CORRECTION	NOS.	30
21	FOR 33/11 KV S/s	NOS.	200
22	STUB BATCH COVER	NOS.	10000
23	STUB BLANK	NOS.	5000
24	CASH AUTHORITY	NOS.	10
25	ADJUSTMENT AUTHORITY	NOS.	12
26	P D REGISTER	NOS.	13
27	CASH BOOK FOR WORKS/ REVENUE	NOS.	12
28	S.J. 1,2,3,4	NOS.	10

NOTE:

ALL THE MATERIAL TO BE PRINTED AS PER SAMPLE ENCLOSED HEREWITH.

Superintending Engineer

Signature with seal of Tenderer

FORM "A"

GENERAL CONDITIONS FOR THE SUPPLY OF PLANT AND THE EXECUTION OF WORKS IN CONNECTION WITH SCHEMES IN UTTAR PRADESH POWER CORPORATION LIMITED (UPPCL).

Definition of terms

1. In construing these general conditions and the annexed specification, the following words 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 UPPCL and shall include his successors and assigns.

The **"Contractor"** shall mean the Tenderer whose tender shall be accepted by the purchaser and shall include such Tenderer's heirs, legal representative's successors and assigns.

The **"Sub Contractor"** shall mean the person named in the contract for any part of the work or any person to whom any part of the Contract has been sublet with the consent in writing of the Engineer and the heirs, legal representatives, successors and assigns of such person.

The **"Engineer"** shall mean the officer placing the order for the work, with the contractor and such Engineer for the purpose of the contract case of such officer has been so appointed the purchaser or his duly authorized representative.

"Plant", "Equipment", "Material", "Works" or "Works" shall mean respectively the plant and materials to be provided and work or works to be done by the Contractor under the contract.

The **"Contract"** shall mean and include the general conditions, specifications, schedules, drawings, Forms or Tender covering Letter, Schedule of Prices, General Conditions, Specifications and drawings, and the Agreement to be entered into under clause 3 of these General Conditions.

"The Specification" shall mean the Specification annexed to these General Conditions and the schedules thereto (if any).

The **"Site"** shall mean the site of the proposed work as detailed in the Specifications or another place in Uttar Pradesh where work is to be executed under the Contract.

Test on Completion shall mean such tests as are prescribed by the Specification to be made by the contract before the plant is taken over by the purchaser.

"Commercial Use" shall mean that use of work which the contract contemplates or of which it is commercially capable.

"Month" shall mean calendar month.

"Writing" shall include any manuscript, typewritten or period statement under or over signature or shall as the case may be.

Words importing person, shall include Firms, Companies, Corporations and other bodies whether incorporated or not.

Words importing the singular only shall also include the plural and vice versa where the context requires.

Contractor to inform himself fully

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

Contract

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

Further, if required by the Purchaser, the Contractor shall deposit with the Purchaser as security for the due and faithful performance of the Contract such sums not being less than one percent of the total value of the Contract as may be fixed by the Purchaser either in cash or in any other form approved by the Purchaser. The

security deposit shall be refunded to the Contractor on the satisfactory completion of tests and the taking over of the plant by the Purchaser

The Charge in respect of vetting and execution of the contract document shall be borne by the Contractor. The Contractor shall be furnished with an executed stamped counter-part of the Agreement. The import license fee will in each case have to be paid by the Contractor. Import license may have to be taken in the Corporation's name.

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

Training of Engineers

7.(A) The Contractor shall train at his worksEngineer/Engineers of the Purchaser in the manufacture and assembly of machinery and its parts for a period ofA separate agreement for such training shall be signed by the Engineer/Engineers selected for training the Purchaser and the Contractor on the form appended hereto.

Fencing and lighting for works and transmission lines

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

For transmission lines

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

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

Power to vary or omit the work

12. No alterations, amendments, omission, additions, suspensions or variations of the work (hereinafter referred to as "Variation") under the Contract as shown by the drawings of the specification shall be made by the Contractor except as directed in writing by the Engineer, but the Engineer shall have full power, subject to the provision hereinafter contained, from time to time during the execution of the Contract by notice in writing to instruct Contractor to make such variation without prejudice to Contract, and the Contractor shall carry out the such instructions and be bound by the same conditions as for as applicable, as through the said variation occurred in the specification. If any suggested variations would in the opinion of the Contractor, if carried out prevent him from fulfilling any of his obligations or guarantees under the Contract he shall notify the Engineer thereof in writing and the Engineer shall decide forthwith whether or not the same shall be carried out and if the Engineer confirms his instruction the Contractors obligations and guarantees shall be modified to such an extent as may be justified. The difference of cost, if any occasioned by any such variations, shall be added or deducted from Contract price as the case may require. The amount of such rates specified in the Schedule of Prices, so far as the, same may be applicable and where the rates are not contained in the said Schedules or are not applicable they shall be settled by the Engineer and Contractor, jointly, as far as possible, before such variations are carried out. Provide that the Purchaser shall not become liable for the payment of any charge in respect

of any such variations, unless the instruction for the performance of the same shall have been given in writing by the Engineer.

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

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

In every case in which the Contractor shall receive instructions from the Engineer carrying out any work which either then or later will in the opinion of the Contractor, involve a claim for additional payment, the Contractor shall, as soon as reasonably possible after the receipt of such instructions inform the Engineer of such claim for additional payment.

Negligence

13. If the Contractor shall neglect to execute the work, with due diligence and expedition, or shall refuse or neglect to comply with any reasonable orders given him in writing by the Engineer in connection with work or shall contravene any provision of Contract the Purchaser may give seven days notice in writing to the Contractor, to make good 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 Contractors hands and give it to another person on contract at a reasonable price or provided any other materials, tools tackles or Labour for the purpose of completing the work or any part thereof, and in that event the Purchaser shall, without being responsible to the Contractor for fair wear and tear of the same have free use of all the material, tools or other things which may be on the site for use at any time in connection with the work to the exclusion of any right of the Contractor over the same, and the Purchaser shall be entitled to retain and apply any balance which may be otherwise due on the Contract by him to the Contractor such part thereof as may necessary to the payment of the cost of execution such work as aforesaid.

If the cost of executing the work as aforesaid shall exceed the balance due to the Contractor, and the Contractor fails to make good the deficiency by Purchaser may recover it from the Contractor in any lawful manner or the Purchaser may sell the said materials, tools tackle or other things belonging to the Contractor, and the proceeds of such sale shall be applied towards the payment of such deficiency and the costs of and incidental to such sale and any balance remaining after crediting the same shall be paid to the Contractor on the certificate of the Engineer, provided that when all expenses cost and charges incurred in the completion of the work are paid by the Contractor all such materials tools, tackle or other things remaining unsold shall be removed by the Contractor.

Death, Bankruptcy, etc

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

Inspection

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

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

Only applicable to complete Erection contract

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

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

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

Engineer's Supervision

The Contractor shall permit the execution of the work by other Contactor or tradesmen whose names shall have been previously communicated in writing to the Contractor by the Engineer, and afford them every facility for their several works simultaneous with his own. The Purchaser shall provide all the unskilled labour and facilities necessary for the execution of work included in the contract unless otherwise specified.

Engineers decision

18. All the work shall be carried out under the direction and to the reasonable satisfaction of the engineer, If supervision of the erection for complete erection is included in the Contract the Contractor shall be responsible for the correctness of the positions, levels and dimensions of the work according to the drawings, not withstanding that he may have been assisted by the Engineer in sitting out the same.

Contractors Representative and workmen

19. In respect of all matters which are left to the decision of the 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 reasons for such decision. If the decision is not accepted by the Contractor the matter will, at the request of the Contactor, be referred to arbitration under the provision for arbitration herein after contained but subject to this right of reference to arbitration such decision shall be final and binding on the Contactor.

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, or if more than one shall be employed then one of such representatives, shall be present on the site during working hours, and any written orders or instructions which the Engineer or his duly representative whose name shall have been previously communicated in writing to the contractor may give to the said representative of the Contractor shall be deemed to have been given to the Contractor.

Liability for accidents and damage

The contractor is responsible for any accident occurred at his site and he will bear it at his own cost.

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 him to do so and shall provide in his place a competent representative at the Contractor's expense.

The purchaser shall provide suitable living accommodation on the site for the use of Contractor's representative unless the Contractor exempts him from his liability.

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

Until the plant is taken over is deemed to have been taken over as aforesaid, the Contractor shall also be liable for and shall indemnify the purchaser in respect of all injury to person or damage to property resulting from the negligence, of the contractor or his workmen or Sub-Contractors or from defective designs, or work, but not from other cause.

Provided that the Contractor shall not be liable for any loss of profit or loss of Contract or any other claim made against the Purchaser not already provided for in the Contract, not for any injury or damage caused by or arising from the acts of the Purchaser or of any other person or due to circumstances over which the Contractor has no control or shall his total liability for loss, damage or injury in this Clause exceed the total value of Contract.

Only Applicable To Complete Erection Contract

The Contractor will indemnify and save harmless the Purchaser against all actions, suits, claims, demands, costs or expenses arising in connection with injuries (other than such as may 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 Contractor or his Sub-Contractor on the work, whether at common Law or under the Workmen's Compensation Act, 1923 or any other statute in force at the date of contract relating to the question of the liability of employers for injuries suffered by employees, and will if called upon to do so take out the necessary policy of insurance to cover such indemnity.

Insurance

In the event of any claim being made, or action brought against the Purchaser involving the Contractor and arising out of the matters referred to and in respect of which the Contractor is liable under this clause, the Contractor shall be immediately notified thereof and he shall with assistance, if he so requires, of the Purchaser but at the sole expense of the Contractor conduct all negotiations for the settlement 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 reasonable and available assistance for any such purpose.

Replacement of defective work or materials

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

Deductions from Contract price

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

Terms of Payment

24. All costs, damages or expenses which the Purchaser may have paid, for which under the Contract the Contractor is liable, may be deducted by the Purchaser from any money due or which may become due 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 payments as follows:

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

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

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

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

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

Provisional sums

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

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

Certificate of Engineer

26. In any case where the Contractor price includes a provisional sum Sums to be provided by the Contractor for meeting the expense of extra work to be done or material to be supplied by a Sub Contractor, such sum shall be expended or used either wholly or in part or be not used at the discretion of the Engineer and entirely as he may decide and direct. If no part or only a part thereof be used then the whole or the part not used as the clause may be, shall be deduction from the Contractor price. If the sum used is more than such provision, the Contractor shall pay the excess. In the case of materials supplied on work done by a Sub Contractor, the total of the net sums paid to the Subcontractors on account of such materials or work and a sum equal to 10 percent of such net sum allowed as Contractors 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 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 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 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 ½ (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 Contractors 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 Contractors 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.

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 UPPCL 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., UPPCL 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., UPPCL 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.

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