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Hiring of Services of Chartered Accountancy & Cost Accountancy Firm  
for  
VEHICLE FACTORY JABALPUR (A UNIT OF ARMoured VEHICLE NIGAM LIMITED)

**[A] INTRODUCTION**

VEHICLE FACTORY JABALPUR (A unit of AVNL), is a newly formed Government Company having its registered Office at Armoured Vehicles Headquarters, Avadi Chennai - 600 054. The approximate expected annual turnover of AVNL is Rs. Approx. 700 Crores.

Vehicle Factory Jabalpur (hereinafter VFJ) intends to hire the services of a Financial Services Firm for:

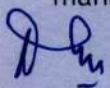
- a) Converting Finance and Accounts process from the existing Government Accounting System (which had been handled by Defence Accounts Department) into Commercial Accounting system in compliance to Accounting Standards as per Companies Act 2013 and applicable accounting standards.
- b) Guiding and conducting various Finance, Accounts and Costing functions (as elaborated in forthcoming paras) of VFJ and to meet the statutory / regulatory compliances for a period of 1 (one) year from the date of contract.

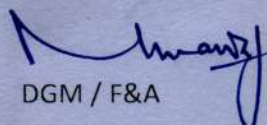
At present, the Accounting operations are being carried out using Informix RDBMS based software on Unix platform. In addition, FoxPro and PHP are also utilized for generation of certain reports.

**Period of Engagement:** The Period of engagement shall be for 1 (one) year from the date of contract. The firm should study the bid related documents carefully and quote lump sum charges (along with breakup of cost -month wise) for providing the services as per given scope of work and deliverables. The GM/VFJ reserves the right to issue necessary amendments to the contract if deemed fit and can be extended as per the terms and conditions of the contract.

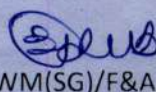
**[B] Broad Scope of Work**

1. Converting Finance, Accounts and Costing functions from existing Government Accounting System into Commercial Accounting system in compliance to Accounting Standards as per Companies Act 2013 and applicable accounting standards.
2. Guiding and advising all Finance, Accounts and costing functions of VFJ for a period of 1 (one) year from the date of contract and providing support in preparation & presentation of financial statements of VFJ in compliance to commercial accounting norms, best practices, and in conformity to the requirements of C&AG Auditors and Companies Act 2013.
3. Imparting training to the VFJ officials working in Finance & Accounts Division.
4. Structuring & designing all Management Information System (MIS) required for VFJ for assessment and analysis of the financial position and performance of VFJ by top management.

  
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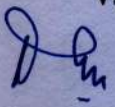
  
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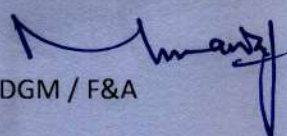
  
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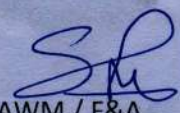
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5. The firm entrusted with the work will engage professionally qualified personnel and shall function with highest standards of professional and ethical conduct. They shall sign Non-Disclosure Agreement with VFJ and exercise strict confidentiality of VFJ data.
  6. The firm will be responsible for implementation of accounting policy of AVNL / VFJ. For the purpose, trained & qualified personnel deployed by the firm will interact with VFJ management in order to implement uniform accounting formats in line with the requirements of Companies Act 2013 and applicable accounting standards.
  7. The firm will be required to handle and sort out any other issues to satisfy the mandatory audits and successful implementation of transition from Government Accounting to Corporate Accounting.
  8. VFJ will provide ppc data through excel file and firm has to import the same into tally software for further processing of data so generated. The firm will be responsible to convert the excel file into xml or other suitable format for importing into tally software. Any resource in this regard to be arranged by the firm.

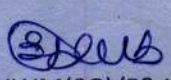
### [C] Expected Deliverables

1. To map the existing accounting processes from the date of placement of contract and work out the changes required to comply with the requirements of Companies Act 2013 & all the applicable accounting standards and submit the report for discussion and guiding VFJ Management for implementation of Changes.
2. To prepare and Recommend a transition schedule for smooth transition to Commercial Accounting and implementing the same in a time bound manner.
3. To impart Training to VFJ officials for carrying out the required tasks for handling the Finance, Costing & Accounting functions during implementation of corrections as well as during day to day activities of Commercial Accounting after implementation.
4. The firm will be required to provide guidance in all Finance, Accounts and Costing functions to VFJ officials as well as the hired personnel made available by the firm itself for carrying out all necessary tasks such as:
  - a. Maintaining Books of Accounts in required formats and prepare periodical reports and returns as per Companies Act 2013 and applicable Indian Accounting Standards.
  - b. Cross-Checking and verifying the accounting entries, related to receipt, expenses, purchase, sales, revenue, etc. on periodical basis.
  - c. Cross-Checking and verifying the correct classification of transactions as per COA (Chart of Accounts).
  - d. Reconciliation of Bank statement periodically but not later than weekly.
  - e. Support in Legal compliance for the deduction of taxes and preparation of statement / data for deposit of monthly taxes.
  - f. Prepare Accounts Receivable (AR) and Accounts Payable (AP) statements and assist VFJ in monitoring for accuracy & completeness.

  
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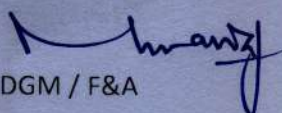
  
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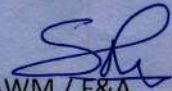
  
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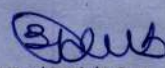
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- g. Preparing actual variance reports.
  - h. Submission of reports on discrepancies noticed in accounting entries to Head of Finance or as and when required basis.
  - i. Finalization of accounts quarterly, half yearly and annually for preparation of various financial statements, balance sheet, etc. in consultation with Head of Finance.
  - j. All works related to accounting and capitalisation of Assets.
  - k. Any other works related to Finance, Accounting and Costing and those required for meeting the statutory and legal requirements.
  - l. Cost Accounting:
    - i) Pay & Allowances Accounting.
    - ii) Material Accounting.
    - iii) Labour Accounting.
    - iv) Booking / Costing of vehicle or any other VFJ product.
    - v) To manage rent, water & electricity charges receivables from various parties.
    - vi) To maintain contractor / supplier / customer ledgers.
    - vii) To maintain SD/DD/EMD received from contractor/supplier.
    - viii) To manage company's fixed assets as per company's act.
    - ix) To assist in Cost record maintenance and cost audit, i.e. collection of cost data of manpower, material, sales, purchase and consumption of stores. The firm will prepare functional classification of these cost data for the purpose of cost audit.
    - x) Preparation of cost sheet as per Cost Accounting Standard.
    - xi) Preparation of CAS 4 for captive manufacturing.
  - m. Maintenance of Ledgers/Records/Registers (Soft & Hard copies) for:

- i) Payment to Suppliers
- ii) Payments to Employees
- iii) Buildings & Civil works
- iv) Plant & Machineries
- v) Posting of commercial and employee bank account details in tally

  
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- vi) Sales and purchase entries.
- vii) Accounting for purchases and expenses.
- viii) Compilation and maintenance of weekly and monthly expenditure details (Code Head wise).
- ix) Arrangements may be made in tally software to check status of bills received, type of bill (i.e. LP, Labour, Services, Transportation, Contingent, etc.), bill date, bill amount, passed / pending / returned from day to day. Also, data regarding pending bills of MSMEs and GeM bills be maintained.
- x) Miscellaneous financial records/reports as and when required / asked for.

n. MIS Reports:

- i) Preparation of MIS reports in association with VFJ employees like Cash flow statement, Bank Account reconciliation, balance sheet, profit and loss statement, etc. as per Accounting Standards under Companies Act.
- ii) Any other financial reports as and when required.

p. Income Tax and GST TDS Services:

- i) Scrutinising documents from time to time to ensure proper compliance. Computation of TDS deduction and TDS payment and preparing the challans, payments and adjustments thereof.
- ii) Compilation of data in prescribed format for filing of returns for TDS on GST and TDS on IT.
- iii) Preparation and submission of the Monthly/Quarterly/Half-Yearly/Annual returns before due date or any other reports of Returns to comply statutory requirements.
- iv) Litigation support in Income Tax and GST matters.
- v) Causing appearance and making submissions in the course of assessments on behalf of VFJ. Briefing the legal counsel, if any, appointed for handling litigations which may arise.
- vi) Preparation and submission of replies against the notices issued by the tax authorities from time to time.
- vii) Handling the existing litigations / appeals / notices and also any GST TDS / income tax related issues arising during the contract. Filing appeals and attending hearings.

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- viii) Liaisoning with Taxation authorities for assessment / hearing till completion of assessment on behalf of VFJ.
- ix) Responding / preparing draft replies to any correspondence / show cause notice from Tax authorities.
- x) To represent/examine/assess/appeal before Taxation authorities / Appellate Authorities for current as well as old pending cases on behalf of VFJ.
- xi) Providing certificate in respect of goods sold by VFJ, declaring that GST has been deposited by VFJ, as and when asked for.

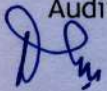
q. Awareness & Training:

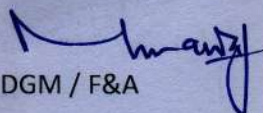
- i) To inform / educate VFJ employees working in Finance Cell on the latest amendments/circulars issued from time to time by Government with respect to Financial Compliances like GST, Income Tax etc. related matters and conduct workshops on these matters for the behalf of executives as and when required/requested. All amendments/circular, notices must be intimated to VFJ as soon as these are published.
- ii) To impart training regarding use of Tally software for accounting and generation of reports and various compliances as per accounting standards required for a PSU in India.

r. Audit:

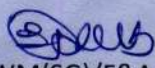
- i) Scrutiny of documents from time to time to ensure proper compliance.
- ii) Attending the queries raised by the statutory audits on behalf of VFJ and prepare replies to the queries raised by statutory audits and assist VFJ in responding to the queries with respect to accounting;
- iii) Facilitate audit from external / internal auditors as per the requirements of Companies Act 2013.
- iv) Guide VFJ in the CAG audit and prepare replies to the queries raised during the CAG Audit and assist VFJ in responding to the queries with respect to accounting;

5. The firm will provide complete guidance for carrying out the above mentioned activities at Para (4).
6. The firm will render necessary assistance in all TDS, GST TDS, professional tax compliances and return filing thereof.
7. Provide consultancy to ensure compliance to all statutory requirements under the relevant Accounting Standards as required by the Companies Act.
8. Attend meeting with / support Internal Audit, Statutory Audit, Tax Audit, Supplementary Audit, Transaction Audit and prepare financial statements and replies etc.

  
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9. Data Base prepared during the period of contract will be under the custody of VFJ and to be handed over to VFJ at the end of the contract.

**Note:** - The firm should sign and seal the scope of work as a proof of acceptance to the scope of work given in the Bid and attach/upload the same along with technical bid documents.

**IMPORTANT:**

The firm will be working in close liaisoning with the CA Firm hired by AVNL headquarter and will be responsible for providing various data / records / reports as and when asked by them.

**[D] AVAILABILITY**

To carry out above mentioned financial services, the firm has to ensure full time availability of 02 Accountants for costing work & 04 Accountants for commercial accounting in addition to 01 Chartered Accountant (twice in a week) and 01 Cost Accountant (thrice in week). However, they will also be liable to visit as and when on requirement basis. The firm will ensure that all desired financial services are supervised adequately by the well qualified Chartered Accountant and Cost Accountant.

The requirements are given below in detail:

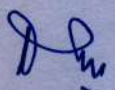
- 02 well qualified /trained accountants for Costing Work with relevant qualification [Full time B.com (with 03 Years of working experience) or M. Com or MBA (finance) or passed CA / ICWA (Inter)] with working knowledge of TALLY / other accounting Software.
- 04 well qualified /trained accountants for financial accounting Work with relevant qualification [Full time B.com (with 03 Years of working experience) or M. Com or passed CA / ICWA (Inter)] with working knowledge of TALLY / other accounting Software.
- One well qualified / trained Chartered Accountant with relevant qualification (CA/FCA) with minimum 3 years post qualification experience with computer knowledge shall work in close liaisoning of Cost Accountant and Accountants made available by the firm. Required qualification of Cost Accountant is ICWAI / ICAI (Cost) with 03 years post qualification experience and computer knowledge. They will guide VFJ employee too who are carrying out financial activities of VFJ as per the requirement of work.

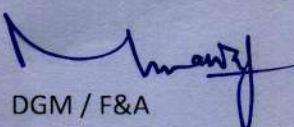
**[E] LOCAL OFFICE**

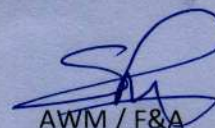
The firm should have local office in Jabalpur or the firm should set-up a local office in Jabalpur within 15 days after award of contract to ensure proper coordination and availability.

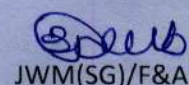
**[F] PAYMENT TERMS**

- Payment will be made to the firm on pro-rata monthly basis after successful completion of work as per Scope of Work.
- On Month end, for claiming of payment, the firm will be required to submit Invoice along with work performance certificate issued by VFJ (User Section).

  
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## [G] STATUTORY AND LEGAL TERMS AND CONDITIONS

The firm should comply with all the legal and statutory compliances related to providing financial services by hired man-power to VFJ.

## [H] TIMINGS

Normal working days of VFJ are Monday to Saturday. Normal gate timings will be observed on all working days (including Sunday & holidays, in case VFJ is working):

- Morning gate reporting / in time : 09:30 AM
- Evening out time : 06:00 PM

(Above timings includes 30 minutes lunch duration)

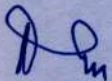
They all will be allowed to work in lunch-hours too. Timings may be changed as and when required by VFJ.

## [I] PENALTY

- Penalty for not providing the services of personnel on any day will be Rs.2000/- per day per person (in case of Accountants) and Rs. 5000/- per day per person (in case of Chartered Accountant and Cost Accountant).

## [J] SPECIAL TERMS AND CONDITIONS:

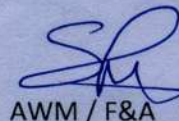
1. The place of work is VEHICLE FACTORY JABALPUR (VFJ).
2. ID card to be issued to individuals engaged in the work by the firm.
3. The Firm should not assign whole or a part of contract to any other firm other than self. Sub-letting of contract is not allowed.
4. The firm should fulfil all security conditions as applicable to and abide by security instructions for all purposes.
5. PVR and security clearance for all (Staff deployed on behalf of firm) to be ensured before commencing of work by the firms.
6. Copies of bonafide certificates, pertaining to desired qualification and experience will be submitted by the firm before commencement of the contract.
7. It should be clearly indicated that none of the personnel engaged by the firm against the contract shall have any right / claim whatsoever for direct recruitment of permanent employment at VFJ.
8. No Client Related document, data or any kind of material shall be allowed to be taken or transmitted outside the buyer's premises without written permission from the buyer, in any manner whatsoever.



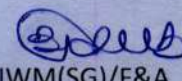
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9. The firm will, however, be permitted to take the documents from the Buyer's premises only after written permission from Buyer. However, the firm must also ensure the safe keeping and confidentiality of these documents by providing an undertaking.

**[K] PRE-QUALIFICATION CUM SELECTION CRITERIA FOR FINANCIAL FUNCTIONS**

| S. No. | Particulars  | Supporting Documents  |
|--------|--|---|
| 1      | The consultancy service provider should be a registered firm/LLP with professional bodies of Institute of Chartered Accountants of India/Cost Accountants of India   | Copy of Registration Certificate  |
| 2      | Average Annual turnover of the Bidder firm during last three financial years should be 30% of estimated cost.  | Annual audited financial statement for the past three completed financial years |
| 3      | The firm should not have faced Insolvency proceeding or declared Insolvent or under liquidation/ court receivership or any such similar proceedings.   | Annual audited financial statement for the past three completed financial years |
| 4      | The firm should not have been debarred/ black listed by any of Govt/PSUs or any other legal entities for consultancy services. The firm should not have been convicted by a court of Law or indicted by a regulatory authority for any offense against it. The firm should also not have any Criminal/ civil investigation pending against it, by enforcement or Prosecution Authorities | Self-Declaration to be submitted in firm's letter head duly signed and sealed.  |
| 5      | The firm should have relevant experience of audit for at least 03 years or more of listed company or company of turnover of minimum 100 Crore.   | The firm must provide relevant document in this regard.                         |

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Annexure – ‘A’  
Qualification Requirements (QR) of Bidders

**Part I: - Qualification Requirements of the Bid**

- A. EMD (Rs. 101952): Applicable** (However, EMD Exemption may be given against submission of valid supporting documents as per GeM General Terms & Conditions).
- B. Past Project Experience:** - The firm should have **relevant experience of audit** for at least **03** years or more of **listed company or company of turnover of minimum 100 Crore**. The firm must provide relevant document in this regard.

| Sl. No. | Name of Company , Audit of which was done | Type of Company (Listed Company / a Company of turnover more than 100 crore) | Proof of experience attached (Yes / No) |
|---------|---|--|---|
| 1       |   |  |   |
| 2       |   |  |   |
| 3       |   |  |   |

- C. Financial Position: Bidder’s Average Annual Turnover for last 03 Financial Yrs.:** - The average annual turnover of the Bidder firm during last three financial years should be 30% of bid estimated value i.e. More than **10 Lakhs** (rounded off to nearest whole number in Lakhs). Annual audited financial statement for the past three completed financial years to be submitted.

| S.I. No. | Qualification Requirement  | Turnover value of past 03 financial yrs. certified by Chartered Accountant |
|----------|--|--|
| 1.       | Average Annual Turnover for last 03 Financial yrs. (i.e. FY 2019-20 , 2020-21 & 2021-22) should not be less than 10 Lakh (s) |  |

- D. Read, Understood & Agreed with the terms & conditions of the Bid & Scope of Work (YES / NO): -**

(Seal and Signature of the Bidder)

**Part II: - Instruction to Bidders: -**

- A.** The consultancy service provider should be a registered firm / LLP with professional bodies of Institute of Chartered Accountants of India / Cost Accountants of India. **Copy of Registration certificate** to be submitted.
- B.** The firm should not have faced insolvency proceeding or declared insolvent or under liquidation / court receivership or any such similar proceedings. Copy of **Annual audited financial statement of past three completed financial years** to be submitted.
- C.** The firm should not have been debarred / black listed by any of Govt. / PSUs or any other legal entities for consultancy services. The firm should not have been convicted by court of Law or indicted by a regulatory authority for any offense against it. The firm should not have any Criminal / civil investigation pending against it, by enforcement or Prosecution Authorities. **Copy of Self-Declaration (proforma “Annexure ‘B’ enclosed with the bid document)** to be submitted in firm’s letter head duly signed and sealed.

**Annexure-B**

**Self-declaration**

This is to declare and confirm that the firm ..... has never been debarred / blacklisted by any of Govt. / PSUs or any other legal entities for consultancy services. The firm..... has not been convicted by court of law or indicted by regulatory authority for any offense against it. It is also declared that the firm..... doesn't has any Criminal / Civil investigation pending by enforcement or Prosecution authorities.

(Seal and Signature of Bidder / Firm)

## MISCELLANEOUS TERMS AND CONDITIONS FOR SERVICES

The following miscellaneous conditions shall be read with the provisions given in the GTC, STC and ATC for the services being offered:

1. The Service Provider shall submit a valid EPF, ESI, GSTN, valid contract labour license etc. during the period of the Service Contract.
2. The Service Provider shall ensure that all the relevant licenses/registrations/permission, which are/may be required related to the Services provided are valid during the entire period of the Contract, failing so will attract the appropriate penalties.
3. The personnel supplied by the Service Provider should not have any Police records/criminal cases against them. The Service Provider should make adequate enquiries about the character and antecedents of the persons whom they are recommending. The character and antecedents of persons will be verified by the Service Provider before their deployment through local police, collecting proofs of residence, driving license, bank account details, previous work experience and recent photograph and a certification to this effect submitted to this office.
4. The Service Provider is liable to disclose in case he has been banned by any of the organizations under any of the Services rendered by the Service Provider. Failure to disclose the same at the beginning can lead to termination of the Contract at any phase.
5. The Service Provider will also ensure that the personnel deployed are medically fit and will keep in record a certificate of their medical fitness. The Service Provider shall withdraw such employees who are not found suitable by the office for any reasons immediately on receipt of such a request.
6. The personnel deployed by the Service Provider shall be the employees of the Service Provider for all intents and purposes and that the personnel so deployed shall remain under the control and supervision of the Service Provider and in no case, shall a relationship of employer and employee between deployed personnel and the Buyer shall accrue/arise implicitly or explicitly. The Service Provider and the personnel deployed at the Buyer's location shall not divulge or disclose to any person, any details of office, operational process, technical know-how, security arrangements and administrative / organizational matters as all are of confidential/secret in nature.
7. The Service Provider's personnel should be polite, cordial, positive and efficient, while handling the assigned work. The Service Provider shall be responsible for any act of indiscipline on the part of persons deployed by him. The Service Provider shall be bound to prohibit and prevent any of their employees from being intoxicated while on duty, trespassing or acting in any detrimental or prejudicial to the interest of this office. The decision of the officer in-charge upon any matter arising under the clause shall be final and binding on the Service Provider.
8. The Service Provider shall provide the documentary proof for the qualifications and experience of the manpower deployed by them. The bio-data, qualification and experience of the said manpower should be certified by the Service Provider.
9. The Buyer may require the Service Provider to dismiss or remove from the site of Service, any person or persons, employed by the Service Provider, who may be incompetent or for his/ her/their misconduct and the Service Provider shall forthwith comply with such requirements. The Service Provider shall replace immediately any of its personnel, if they are unacceptable to this office because of security risk, incompetence, conflict of interest and breach of confidentiality or improper conduct upon receiving written notice from office.
10. The Service Provider has to provide uniforms including photo identity cards to the personnel deployed at the Buyer side. These cards are to be constantly displayed and their loss reported immediately. The Service Provider shall provide uniforms to the different categories of personnel sponsored by him and would also ensure that all the employees wear appropriate uniforms and safety gear and adhere to the safety standards wherever applicable. All staff would be in a neat, clean and well-groomed appearance and should carry proper ID cards as provided by the Service Provider including proper name badges. In case of violations suitable penalties shall be applicable.
11. The transportation, food, medical and other statutory requirements in respect of each personnel of the Service Provider shall be the responsibility of the Service Provider.

12. The Service Provider has to submit a monthly invoice in triplicate towards the Services rendered in the previous month to the Buyer. Payment shall be effected by Credit into the bank account of the Service Provider through ECS/RTGS within 10 days from the date of receipt of the invoice with supporting documents, complete in all respect. The Service Provider shall provide correct Bank account number and other details of the Bank to enable the Buyer to credit the payment directly into the account. Buyer shall pay the Service Provider all due amount as per the invoice, that are not the subject bona fide dispute, within 10 days after receipt of a valid invoice that complies in all material respect in terms of this agreement; the payment shall be subject to any reduction such as penalty, statutory deductions etc.
13. The Service Provider shall provide a substitute well in advance if there is any probability of the person leaving the job due to his/her own personal reasons. The payment in respect of the overlapping period of the substitute shall be the responsibility of the Service Provider.
14. The Service Provider shall be contactable at all times and messages sent by phone /e- mail/ fax / special messenger from Buyer shall be acknowledged immediately on receipt on the same day. The Service Provider shall strictly observe the instructions issued by the Department in fulfillment of the Contract from time to time.
15. The Service Provider shall be required to keep the Buyer updated about the change of address, change of the Management etc. from time to time.
16. The Service Provider and/ or the personnel deployed at the Buyer location shall be responsible for its belongings and Buyer shall not be liable for any loss, damage, theft, burglary or robbery of any personal belongings, equipment or vehicles of the personnel of the Service Provider.
17. That the Service Provider on its part and through its own resources shall ensure that the goods, materials and equipment etc. are not damaged in the process of carrying out the Services undertaken by it and shall be responsible for acts of commission and omission on the part of its staff and its employees etc. If Buyer suffers any loss or damage on account of negligence, default or theft on the part of the employees/agents of the Service Provider, then the Service Provider shall be liable to reimburse to the Buyer for the same. This is subject to the limitation of each Contract.
18. The Buyer shall maintain an attendance register in respect of the staff deployed by the Service Provider in order to compute the wages/remuneration in respect of the staff at the approved rates.
19. The agreement can be terminated by either party by giving one month's notice in advance. If the Service Provider fails to give one month's notice in writing for termination of the Agreement then one month's fees and any amount due to the Service Provider from the Buyer shall be forfeited. However, the provisions mentioned herein can be superseded by the STC/ ATC of each Service Contract, as applicable.
20. That on the expiry of the Contract as mentioned above, the Service Provider will withdraw all its personnel and clear their accounts by paying them all their legal dues. In case of any dispute on account of the termination of employment or non-employment by the personnel of the Service Provider, it shall be the entire responsibility of the Service Provider to pay and settle the same.
21. The Service Provider shall provide complete details of the fees, all necessary material, tools, tackles, skilled manpower for proper execution of Services specified in the schedule of the quantities and as per drawings and specifications. If any extra cost is specified in the Contract the same may be authorized by the Buyer before utilizing the same. Any discrepancy on schedule of quantities and drawings shall be brought to notice of Buyer for decision, immediately.
22. Progress Report/ Service Status Report: Service Provider shall provide detail report such as bar - chart of activities based on completion period and Service schedule made on the project and get approval prior to starting the Service. The measurement of completed works shall be taken jointly from time to time as mutually agreed. Service Provider shall send his representative for assisting Buyer or Buyer representatives for measurements and shall furnish all particulars required to complete progress of Service. Any defect, faults, deterioration in performance of the material and installations which may appear, during the Defect Liability Period of 12 months (unless otherwise specifically agreed shall be 12 months) from the virtual completion of contract shall be amended/made good by the Service Provider at his own cost within a reasonable time. In case of default, Buyer may employ and pay a third party to make good the defects and deduct the expenses from the dues payable to the Service Provider on certification from Buyer. The Service shall not be considered as completed until it has been certified by the Buyer. The Defects Liability Period shall commence from the date of completion as certified by the user in-charge.
23. All the materials to be supplied for execution of Services shall be of first quality, new and strictly as per specifications. In case, Buyer procures such items and handover the same for fixing to the Service

Provider, the Service Provider will receive the goods, open the crates and report any discrepancies, store it in his custody until required, install and commission it with necessary care and the best workmanship. All the Services shall be executed with highest quality of workmanship and as directed by Buyer. In case, of mock-ups or approved samples, the quality & material below that standard will be rejected.

24. Quantities given in the technical parameters are tentative and can be changed or varied on mutually agreed terms. Also the Buyer reserves the right to delete or increase any items of Services. No extra claims of whatsoever nature will be entertained on this account. The drawings wherever applicable shall be approved by the Buyer prior to start of such Services and these may indicate extent and general arrangement of various equipment. These are for guidance of Service Provider and exact locations, dimensions; clearance will be governed by site conditions. Service Provider is required to go through the drawings and regulations prior to starting of Services. Any discrepancy/changes required shall be reported to the Buyer.
25. If the Buyer is satisfied of the completion of the Service relative to which the Completion Certificate has been sought, the Buyer in-charge shall within 10 days of the receipt of the application for Completion Certificate, issue a Completion Certificate in respect of the Services for which the Completion Certificate has been applied.
26. This issuance of a Completion Certificate shall be without prejudice to the Buyer's rights and Service Provider's liabilities under the Contract, including the Service Provider's liability for the Defect Liability Period nor shall the issuance of a Completion Certificate in respect of the Services or Services at any site be construed as a waiver of any right or claim of the Buyer against the Service Provider in respect of Services of which the Final Completion Certificate has been issued.
27. The Contract may remain valid and the Term may be extended and/or shall remain incomplete until no dues Certificate has been signed by the Buyer and delivered to the Buyer with a copy to the Service Provider. The Buyer shall give such a certificate within 10 days of completion of Defects Liability Period.
28. Water and electricity shall be provided to the Service Provider. However, unavailability of water and electricity shall not be accepted as reasons for delay. Service Provider should make his own arrangements for the same.
29. Service Provider to take care of all compliances such as electrical works shall be carried out in accordance with the provisions of Indian Electricity Act, 2003 and Indian Electricity Rules, 1956 amended up to date. List of Rules of particular importance to Electrical Installations.  
All components in a wiring installation shall be of appropriate ratings of voltage, current, and frequency, as required at the respective sections of the electrical installation in which they are used. All conductors, switches and accessories shall be of such size as to be capable of carrying the maximum current, which will normally flow through them, without their respective ratings being exceeded. All components shall conform to relevant Indian Standard Specifications, wherever existing. All the Materials with ISI certification mark shall be preferred. All the materials used and replaced for the repair works should have ISI marked. These Indian Standards, including amendments or revisions thereof up to the date of tender acceptance, shall be applicable in the respective contracts.
30. Service Provider shall obtain prior permission from the Buyer to work on holidays or after office hours/ odd hours, if required.