

UTTARAKHAND POWER CORPORATION LIMITED
(A Govt. of Uttarakhand Undertaking)



**TENDER DOCUMENT FOR
RECONCILIATION OF OLD ACCOUNTS OF UNITS AS PER SCOPE OF WORK
AGAINST TENDER SPECIFICATION NO. CCP-II/10/2021-2022**

DATE & TIME OF PRE-BID CONFERENCE IN ONLINE MODE	:-	17.07.2021 upto 12:00hrs
LAST DATE & TIME OF ONLINE REQUEST FOR TENDER AND SUBMISSION OF TENDER IN ONLINE & OFF LINE MODE	:-	04.08.2021 UPTO 17:00 HRS..
DATE OF OPENING OF PART-I OF TENDER IN ONLINE & OFF LINE MODE	:-	05.08.2021 AT 15:30 HRS.
COST OF TENDER:	:-	₹ 5 900 0.00 (including GST) ONLY
EARNEST MONEY OR BID SECURITY DECLARATION	:-	₹ 1 77 000.00 (₹ One Lac Seventy Seven Thousand Only)

CORPORATE (CONTRACT & PROCUREMENT-II)
UTTARAKHAND POWER CORPORATION LTD
VICTORIA CROSS VIJETA GABAR SINGH URJA BHAWAN, KANWALI ROAD, DEHRADUN – 248001
Phone No. 0135-2763897
(0135) – 2763672 – 75 (Ext. 176, 177,224)
FAX No. 0135-2760289

**UTTARAKHAND POWER CORPORATION LIMITED**

(A Govt. of Uttarakhand Undertaking)

Corporate Identity No. U40109UP2001SGC025867/2358

Victoria Cross Vijeyta Gabar Singh Urja Bhawan, Kanwali Road, Dehradun –248001

Telephone-(0135)2763672-76, Fax-(0135)2760289, Website: www.upcl.org.**E-TENDER NOTICE (NIT)****Tender Specification No. CCP-II/10/2021-2022**

Uttarakhand Power Corporation Ltd., Dehradun invites e-tender for following as detailed below:-

Sl. No.	Name of Work	Estimated Value (₹)	Average yearly Turn Over of preceding Three Financial Years (₹)	Earnest Money (in ₹) or bid security declaration	Cost of tender document including trade tax (₹)	Date & time of Pre-bid conference in online mode	Last Date & time of online request for Tender and submission of tender in online & off line mode	Date of opening of Part-I of tender in online & off line mode
1	Reconciliation of old Accounts of units as per scope of work	88 50 000	1 77 00 000	1 77 000	5 900	17.07.2021 at 12:00 Hrs.	04.08.2021 upto 17:00 Hrs.	5.08.2021 at 15:30 Hrs.

Date, time & place of pre bid meeting:- 17.07.2021 at 12:00 hrs. at Victoriya Cross Vijeyta Gabar Singh Urja Bhawan, Kanwali Road, Dehradun. Those firms which are interested in participating in the Pre-bid meeting via goggle meet can send the details of their e-mail id at upclccp2@gmail.com, so that the link of video conference may be shared with them. The last date & time of receiving the details of phone numbers (for whatsapp) & e-mail id of firm's representative is 15.07.2021 till 17:00hrs.

Pre Qualifying Requirements (PQR) for the participating Firms/Company are as given below:

- The agency should be a Chartered Accountants/CMA (Cost Accountant) firm.
- Firm must be in existence and in the same profession since last ten years in the profession. Certificate of Registration to be submitted by the firm.
- Firm must have **minimum Five no.** of full time Chartered Accountants/CMA (Cost Accountant) as **partners**.
- The firm must have their **office in Uttarakhand** with sufficient staff posted here. List with name and designation of these staff must be provided.
- The average annual turnover of the firm during preceding 3 of 5 financial years must be at least Rs. **1.770 CRORE**. The firm shall submit its Audited Balance Sheets/ Annual Statement of accounts/other relevant records for the past best 3 out of 5 FYs (FY 2016-17 to FY 2020-21).
- The firm should be registered with the Govt. Authorities i.e. GST Act etc. The documentary proof of such registration should be enclosed with the proposal.
- The firm must have conducted assignments (Other than Audit related work) of **at least 2 power sector undertakings in the last five financial years** ending on 31.03.2020. The completion certificate from the utility is required to be submitted by the firm in this regard. The firm having experience in distribution sector shall be preferred.
- Detailed profile of the firm and its partners, qualified and semi-qualified staff shall also be provided.
- An undertaking on non judicial stamp paper of Rs 100/- duly notarized by notary that firm or any partner of the firm have not been **blacklisted** / debarred by any Govt. undertaking / Govt. Departments/SEB's/Power Sector Utilities. In case same is found at any stage then their tender/Order shall be treated as cancelled and EMD/Security/Performance Guarantee shall be forfeited.
- Self attested documentary evidence in respect of the prequalification conditions must be enclosed along with the tender by the firm in the prescribed format.
- Firm shall also provide a self attested affidavit on non judicial stamp paper of Rs 100/- duly notarized by notary that all the information provided by the firm in the bid document are **true and correct** and no complaint is pending against them in any company/PSU at any level. The firm shall not be entertained at any level if a complaint is filed or pending against them. This is subject to verification at any point of time by UPCL.
- Any document submitted by the professional firm in support of fulfillment of its claim with respect to PQR can be verified at any stage/even after allotment of work.

The Bidder can freely view & download the e-tender document from the website www.uktender.gov.in on or before the date as mentioned in the above table. However, for participation in the tender, the Bidder shall have to submit the details of tender fee (as mentioned in the tender document) at the time of request of the e-tender. Further, the Bidders are required to submit/upload scanned copy of **demand draft (NON REFUNDABLE) in favour of "Executive Engineer, Corporate Maintenance Unit, UPCL, Dehradun payable at Dehradun** for requisite tender fee / cost of tender document as mentioned above at the time of submission of tender.

E-Tenders will be received and opened on the dates as mentioned above. In case the above date is a holiday, the tenders will be received & opened on the next working day at same time. This office is not responsible if the tender documents are delayed in transit or are not made available by the Postal Department / Courier. The under signed reserves the right to reject any or all tenders without assigning any reason thereof and no claim on this account shall be acceptable. The tenders received after the date & time as mentioned above shall not be considered. All other details and terms & conditions are available in tender document.

**Superintending Engineer
Corporate (C&P-II)**

INSTRUCTIONS TO BIDDERS

1. Notice for inviting Tender (NIT)

- 1.1 Uttarakhand Power Corporation Ltd. (UPCL) formerly Uttaranchal Power Corporation Ltd was incorporated under the companies Act, 1956 on 12th Feb-2001 consequent upon the formation of the State of Uttaranchal. UPCL has been entrusted to cater to the Transmission & Distribution Sectors inherited after the de-merger from UPPCL (erstwhile UPSEB) since 1st April-2001. The Electricity Act, 2003 mandated the separation of Transmission functions under Power Sector Reforms. On 1st June-2004, the Power Transmission Corporation Limited (PTCUL) was formed to maintain & operate 132 kV & above Transmission Lines & substations in the State. Today UPCL, the State Power Distribution UPCL of the Government of Uttarakhand (GoU) caters to the Sub-Transmission & Distribution Secondary Substations & Distribution.

UPCL – THE FRONTLINE STATE POWER DISTRIBUTION UPCL & SERVICE PROVIDER OF QUALITY & RELIABLE POWER SUPPLY TO OVER 24 LAKHS CONSUMERS OF ELECTRICITY SPREAD OVER THE 13 DISTRICTS OF UTTARAKHAND I.E. DEHRADUN, PAURI, TEHRI, HARIDWAR, PITHORAGARH, ALMORA, NAINITAL, UTTARKASHI, UDHAM SINGH NAGAR, RUDRAPRAYAG, CHAMOLI, BAGESHWAR & CHAMPAWAT.

UPCL invite bids from reputed agencies / firms to execute jobs related to following works i.e.

Reconciliation of old Accounts of units as per scope of work. Details of work is mentioned in scope of work.

PREPARATION OF TENDER:

- 1.1 The Uttarakhand Power Corporation Ltd., (UPCL) herein after referred to as " Service Receiver " will receive bids through its representative as mentioned in the Tender Notice for the Assignment in accordance with these specifications.
Before submission of the tender, the Bidders are required to make themselves fully conversant with the Scope of assignment, Special Instructions to Bidder, Instructions to Bidders, General Requirement of Specification including Schedules and General Condition of Contract of Form 'A', as may be applicable so that no ambiguity arises at a later date in this respect.
- 1.2 Any inconsistency or ambiguity in the offers made by Bidder shall be interpreted to the maximum advantage of UPCL and disadvantage to the Bidder. The Bidder shall have no right to question the interpretation of the Service Receiver in all such cases and the same shall be binding on the Bidder.
- 1.3 The tender should be prepared and submitted strictly in accordance with the instructions contained in these specifications. The tender shall be complete in all respect. Tender must be submitted in the manner specified on the attached prescribed schedule and/or copies thereof. To complete the proposal, the Bidder must fill in the tender form, Declaration, all schedules & data sheet, annexed with the specification item by item in accordance with the instructions and notes supplementary thereto. The interpolations, insertion, cutting & corrections made in the tender offers should be duly initialed by the Bidder.
- 1.4 Bidder shall supply the data required in sheets annexed with the specification by typing at appropriate places against each item to facilitate preparation of comparative statements. These sheets must be properly signed by authorized representative of the Bidder/ manufacturer testifying the data submitted. All schedules must be duly filled in and shall be enclosed with each copy of the tender. In case the Bidder does not supply any of the required information at the time of tender, necessary loading may be made while evaluating the prices of his offer without giving him any further opportunity to supply or clarify the same. The Bidders are notified that in case the required information are not furnished in the specified proforma/schedules attached with the specification, the Service Receiver shall not be responsible for any error in the evaluation of their tender on this account. Further, the failure to comply with this requirement may result in the rejection of the tender at the discretion of the Service Receiver.
- 1.5 Bidder shall ensure to put initials along with stamp of firm on each and every page of the tender. Last page of each document forming part of the tender shall bear full signature under official seal fully disclosing the name, designation and relationship with the firm of the signatory.
- 1.6 Service Receiver may revise or amend these specifications etc. prior to the date notified for opening of tender. Such revision/amendment, if any, will be communicated to all prospective Bidders as amendment/ addendum to the specification maintaining reasonable time schedules for preparation of tender by the Bidders.

- 1.7 Any portion of the terms and conditions as laid down in these specification which are not clear to the Bidder should be got clarified from the Service Receiver before submission of the tender so that no ambiguity/confusion arises at a later date in this respect.
- 1.8 A set of descriptive and illustrative literature must accompany each copy of the tender so that a clear understanding of the service offered is obtained. If the tender sent by post must be posted by Registered Post A.D., sufficiently in advance so as to reach the Service Receiver by the scheduled date and time of submission of tender. Any tender received after the date and time of submission even on account of postal delay shall not be opened. The Bidders are therefore, requested to ensure in their own interest that the tenders are delivered in time.
- 1.9 Financial proposal shall be prepared and submitted only in online mode according to scope of work and Financial Bid format as uploaded with tender document.
- 1.10 The Management reserves right to seek any information/ clarifications related to engagement at any time during the process as per the requirement.
- 1.11 The Firm / Agency shall not sub-contract the assigned work.
- 1.12 They should keep themselves away from illegal practice/dishonest arrangements.
- 1.13 The firm shall have an obligation to work objectively and diligently while performing their duties.
- 1.14 The firm shall not accept / offer any gifts or hospitality or in kind etc. from any employee, service providers, suppliers or business associates of UPCL.
- 1.15 The firm's staff should collect and keep information from UPCL only for carrying out the assignment and should not be shared with any entity/individual under any circumstances or take undue advantage of such information for personal profit or use the information in a manner contradictory to the ethics set forth by Institute of Chartered Accountants of India.. UPCL can take any proceedings against the agency including blacklisting of firm/agency if violation of this condition is established at any stage.

1.16 TELEGRAPHIC / FAX TENDERS SHALL NOT BE CONSIDERED UNDER ANY CIRCUMSTANCES.

- 1.17 Bidder, if so desires, may authorize one representative for attending Tender opening on his behalf. In such instance, the representative shall be required to submit the authorization certificate with his signature duly attested by the person signing tender on behalf of the Bidder. Certificate shall be submitted to the authority at the time of opening the tender. In absence of such certificate, no representative shall be allowed to participate in tender opening.

2. PRE QUALIFYING CONDITIONS:

Tenders fulfilling the following conditions shall only be considered: Pre Qualifying Requirements (PQR) for the participating Firms are as given below:

1. The agency should be a Chartered Accountants/ CMA (Cost Accountant) firm.
2. Firm must be in existence and in the same profession since last ten years in the profession. Certificate of Registration to be submitted by the firm.
3. Firm must have **minimum Five no.** of full time Chartered Accountants / CMA (Cost Accountant) as **partners**.
4. The firm must have their **office in Uttarakhand** with sufficient staff posted here. List with name and designation of these staff must be provided.
5. The average annual turnover of the firm during preceding 3 of 5 financial years must be at least Rs. **1.770 CRORE**. The firm shall submit its Audited Balance Sheets/ Annual Statement of accounts/other relevant records for the past best 3 out of 5 FYs (FY 2016-17 to FY 2020-21).
6. The firm should be registered with the Govt. Authorities i.e. GST Act etc. The documentary proof of such registration should be enclosed with the proposal.
7. The firm must have conducted assignments (Other than Audit related work) of **at least 2 power sector undertakings in the last five financial years** ending on 31.03.2020. The completion certificate from the utility is required to be submitted by the firm in this regard. The firm having experience in distribution sector shall be preferred.
8. Detailed profile of the firm and its partners, qualified and semi-qualified staff shall also be provided.
9. An undertaking on non judicial stamp paper of Rs 100/- duly notarized by notary that firm or any partner of the firm have not been **blacklisted** / debarred by any Govt. undertaking / Govt. Departments/SEB's/Power Sector Utilities. In case same is found at any stage then their tender/Order shall be treated as cancelled and EMD/Security/Performance Guarantee shall be forfeited.
10. Self attested documentary evidence in respect of the prequalification conditions must be enclosed along with the tender by the firm in the prescribed format.
11. Firm shall also provide a self attested affidavit on non judicial stamp paper of Rs 100/- duly notarized by notary that all the information provided by the firm in the bid document are **true and correct** and no complaint is pending against them in any company/PSU at any level. The firm shall not be entertained at any level if a complaint is filed or pending against them. This is subject to verification at any point of time by UPCL.
12. Any document submitted by the professional firm in support of fulfillment of its claim with respect to PQR can be verified at any stage/even after allotment of work.

3. CONSIDERATION DATE OF BID:

- 3.1 The above cited qualifications of PQR shall be counted as on the date of opening of the tender Part-I. All statements and claims should be duly supported by authenticated copies of documents without which the tender is liable to be rejected summarily.
- 3.2 The Service Receiver at his discretion may consider awarding order of assignment to those Bidders who have met the requirements as per specification.
- 3.3 Power of attorney to sign the tender by the competent authority of the firm on non-judicial stamp paper of Rs 100.00 duly attested by notary must be submitted.

4. SUBMISSION OF TENDER:

- 4.1 Tender shall be submitted through E-tendering mode.
- 4.2 **The other bidder shall upload the scanned copy of demand draft for requisite tender fee / cost of tender in online mode. Whereas, in offline mode, the bidders shall submit demand draft in original for requisite tender fee / cost of tender at the time of submission of their tender in separate envelope. If the bidder fails to submit requisite tender fee as / cost of tender above then the tender of the bidder shall not be considered for opening. The demand draft (NON REFUNDABLE) shall be in favour of "Executive Engineer, Corporate Maintenance unit (UPCL), Dehradun" payable at Dehradun.**

4.3 TENDER BID PART-I (EARNEST MONEY, VALIDITY, TECHNICAL COMMERCIAL & OTHER TERMS)

Bidder is required to deposit earnest money of Rs. 1.770 Lacs (Rs. One Lacs Seven Thousand Seventy Only) for full tendered value, irrespective of quoted lesser units. The earnest money shall be accepted in any of the following forms only:-

- (a) Demand Draft of any scheduled bank **payable at Dehradun** or FDR or CDR pledged/drawn in favour of **Executive Engineer, Corporate Maintenance unit (UPCL), Dehradun.**
- (b) Bank guarantee from a scheduled bank in India, executed on a non-judicial stamp paper of requisite value as per prevailing Stamps Act of State. STRICTLY on the specified proforma appended with Form 'B' (only applicable when amount of earnest money exceed Rs. 10,000/-). **The validity of the bank guarantee shall not be less than 180 days from the date of tender opening plus claim period of 45 days.** In case tender is extended and firm has already submitted their bid prior to the original date of opening of the tender than validity of their earnest money shall be calculated from the original date of opening of the tender. Any deviation or addition/deletion from the text of specified proforma of bank guarantee/ inadequate value of stamp Paper shall render the bank guarantee invalid for the purpose of opening of tender Bid Part-II.

Bank Details:

Name of bank -	PUNJAB NATIONAL BANK MBI KANWALI ROAD address : 56 G M S Road Balliwala chowk, Dehradun - Uttarakhand
A/C/Beneficiary name	Executive Engineer (HQ), UPCL
A/C Number	4211002100004098
IFSC Code	PUNB0421100
PAN No.	AAACU6007G

- (c) **Bidder can also submit bid security declaration as per prescribed proforma (Annexure-IV (b)) in place of EMD.**
- (d) **Offers without proper earnest money or bid security declaration (prescribed format enclosed with tender document) and declaration confirming the validity of offer for 180 days executed on Rs 100/- non judicial stamp paper with revenue stamp of Rs 1/- affixed shall not be considered under any circumstances.** The earnest money shall be refunded after the award is finalized. The earnest money of successful tenderer shall however be retained till such time he deposits security.
- 4.4 The Bidder must upload /submit scanned copy of earnest money, Schedule "C" (Executed on non-judicial stamp paper of Rs 100.00), 'PQR Part-I' Excel file, tender cost in shape of DD, 'Price Bid part-II' Excel file, on e-tendering website <http://www.uktender.gov.in/>, before last date & time of tender submission.
- 4.5 Other documents may be uploaded through the link 'General document' on the website.
- 4.6 Bidders are required to submit following tender document in hard copy to this office within the last date and time of tender.
 - (i) Earnest money deposit (EMD) and Schedule "C".
 - (ii) Tender cost in shape of DD...
 - (iii) Documents for proof of fulfillment of **Pre-qualifying requirements.**

- (iv) Schedules & other required documents.
- (v) The envelope containing hard copies shall be superscribed "Tender Bid Part-I (Earnest Money, Validity, Technical & Commercial Bid) against specification No. CCP-II/10/2021-22."

Special Note: - Please read following (In block) carefully and be ensure that:-

- 1. If the bidder fails to submit/upload scanned copy of tender fee / relevant fee exemption certificate, earnest money (Valid for 180 days from the date of opening of Part-I +45days claim period), schedule "C" (Executed on non judicial stamp paper of Rs 100.00), 'PQR Part-I', through e-tendering mode then his tender will not be considered for opening even if hard copy of same is submitted by bidder in the office.**
- 2. Documentary proof of PQR is to be submitted along with part-I of bid otherwise Part-II (Price bid) of bidder will not be opened. No correspondence in this regard shall be made with the bidder after opening of Part-I of bid.**
- 3. If 'PQR Part-I' is found blank on the website then the bid will not be considered for further processing.**
- 4. 'Price bid part-II' excel file (so called Part-II) must be submitted/ uploaded through e-tendering mode only. Hard copy of the price bid (Part-II) shall not be considered. If any bidder enclose hard copy of price bid in their Part-I envelope then their bid may be rejected.**

4.6.1 Besides earnest money & validity of offer this bid shall also contain all technical, commercial and other terms and conditions. The following documents duly filled in must also accompany the Tender Bid Part-I:-

1	Annexure I	:-	Documents to be submitted by Bidders as part of Technical Proposal
2	Check List	:-	To be attached with the Technical Bid
3	Annexure II	:-	Authorization Letter
4	Annexure III	:-	Undertaking by the Bidder
5	Annexure IV	:-	Format of Earnest Money Deposit
6	Annexure V		Pro forma of certificate for being not blacklisted / debarred for manufacturer /bidder
6	Annexure VI		Pro forma of certificate for all the information provided by the firm in the bid document are true and correct.
6	Annexure VII	:-	Confidentiality Letter
7	Annexure VIII	:-	Schedule of deviation from Tender Specification/ Instructions to Bidders/ General Conditions of contract form A, If any.

NOTE:- No Price is to be indicated in any form in any of the above schedules for any item in Tender Bid Part-I whatsoever. In case if price is mentioned in part-I then tender may be rejected.

4.6.2 TENDER BID PART-II (PRICES):

The Price bid in excel sheet duly filled and must be uploaded on E-Tendering website only. Financial proposal shall be given for 15 Circle area as given below (List of Circles mentioned in tender document under Scope of Work and Reporting Criteria):-

1. Electricity Distribution Circle - Dehradun (Urban)
2. Electricity Distribution Circle - Dehradun (Rural)
3. Electricity Distribution Circle - Tehri
4. Electricity Distribution Circle - Srinagar, Garhwal
5. Electricity Distribution Circle - Karanprayag
6. Electricity Distribution Circle - Roorkee
7. Electricity Distribution Circle - Haridwar
8. Electricity Distribution Circle - Kashipur
9. Electricity Distribution Circle - Haldwani
10. Electricity Distribution Circle - Ranikhet
11. Electricity Distribution Circle - Rudrapur

12. Electricity Distribution Circle - Pithoragarh
13. Electricity Materials Management Circle - Dehradun
14. Electricity Secondary Works Circle - Dehradun & Haldwani
15. Units at Head Quarter, Dehradun including Electricity Civil Circle – Dehradun

4.7 **PROCEDURE FOR OPENING AND PROCESSING OF TENDERS:**

Part-I shall be opened online. In offline mode Part-I shall contain two envelopes i.e. one for Tender cost and Earnest money and the other shall contain Validity and Technical & Commercial terms & Conditions. If online mode submission found OK as mentioned in clause No. 4 above, then firstly, 1st envelope of Part-I will be opened and in case no proper Tender Cost or Earnest Money is found, the 2nd envelope of Part-I will not be opened & tender shall be rejected. If the Tender Cost and Earnest Money is found in accordance with the tender specification then 2nd envelope of Part-I for validity & Technical / Commercial Pre-qualifying condition of the offer shall be publicly opened on the due date as specified/notified, further Bidder who qualifies in Technical /Commercial Pre-qualifying conditions of the offer, Part-II (price bid) of that Bidder/Bidders shall be publicly opened on the date to be notified further.

4.8 **VALIDITY:**

The tenders shall be valid for a period of 180 calendar days from the date of opening of the tender or an extended date of opening as per form "C". Tender with lesser validity or not executed on a non-judicial stamp paper of Rs 100/- with a revenue stamp of Rs.1/- are liable to be rejected.

- 4.9 Bidder shall ensure to put initial on each and every page of the tender. Last page of each document forming part of the tender shall bear full signature under official seal fully disclosing the name, designation and relationship with the firm of the signatory. In case of partnership concern, the tender may be signed by all the partners of the firm or by one of them holding power of attorney (copy to be furnished along with the offer). In case of corporation/companies, tender may be signed either by the President or Secretary or any other person authorized to tender in the legal name of Corporation/Company (copy of such authority to be furnished along with the offer).

- 4.10 Any action on the part of the Bidders to revise the price/prices and/or change the structure of price(s) at his own interest after the opening of the tender may result in rejection of the tender and/or debarring the Bidder from participation in purchase by the UPCL. In such cases, the earnest money submitted in Part-I shall also be forfeited.

5. **PRICE & PRICE STRUCTURE:**

The Bidders are required to quote FIRM prices as per schedule.

- a) The price quoted in the tender should be inclusive of all charges including Traveling, Boarding & lodging per circle. However, applicable taxes/ duties shall be mentioned separately.
- b) Tendered rates shall specifically and separately mention the taxes and duties payable under the respective statutes.
- c) All the statutory taxes as may be legally applicable shall be paid extra at actuals on production of legal document.
- d) The AGENCY and the personnel shall pay the taxes, duties, fees, levies and other impositions levied under the existing, amended or enacted laws during life of this contract and the UPCL shall perform such duties in regard to the deduction of such tax as may be lawfully imposed.
- e) Financial proposal shall be given as per clause no. 4.8.

6. **EVALUATION OF TENDER:**

In comparing tenders and in making awards, UPCL may consider such factors as, compliance with tender specifications, relative quality and adaptability of Bidders for services, experience, record of integrity in dealing, the time of delivery, capability to perform and available man power etc. Their bids shall be evaluated technically as well as financially. Any conditional bid is liable to be rejected.

7.0 **SPLITTING OF ORDER:**

The Service Receiver reserves the right to award the work among various successful bidders as per decision of UPCL. **U.P.C.L. is of the view that all work may be awarded to a single firm, which depends on the situation at the time of finalization of tender.**

8.0 **AWARD OF CONTRACT:**

- 8.1 The Service Receiver is not bound to accept the lowest or any tender and reserves the right to accept the whole or any portion of any tender as he may think fit without assigning any reasons for non-acceptance or selections.
- 8.2 The successful bidder will have to enter into a contract agreement with the Service Receiver.
- 8.3 For signing the contract, a duly authorized representative of the successful bidder shall be required to sign and accept the contract at Dehradun within the time specified in the Letter of Intent (LoI) failing

which it shall be considered that he is not interested in accepting the offer and action as deemed fit shall be taken by Service Receiver without making any further correspondence with successful bidder.

9.0 **DEVIATIONS :**

The offer should be strictly in line with the conditions, specifications and other requirements mentioned in this tender specification/ document.

10.0 **CANVASSING :**

No Bidder shall canvass through any corporation official, with respect to his own or other Bidder. Contravention of these conditions will result in rejection of the tender. This clause shall not be deemed to prevent the Bidder from supplying to the Engineer any further information/ clarification asked for by the Engineer.

11. **SCOPE OF WORK & REPORTING CRITERIA:**

Currently UPCL is working on Accounting system based on Oracle software and in near future UPCL shall be implementing ERP (SAP based) module for working on various modules like Payroll, Accounting, Material management etc. Prior to 2008, UPCL was using preparing their accounts manually. UPCL has prepared its accounts till 30th Sep'2020 and further preparation and compilation work is in progress. Thus, in order to make this transition compatible with ERP module, it is important that all the closing balances as on 31st march 2021 showing in different accounting codes should be checked, tallied unit wise and got corrected in accounts at the end of the year i.e. 31.03.2021. In order to carry out such exercise, the balances showing under different heads must be checked and tallied which shall reap the benefits of ERP implementation in UPCL. For this work, UPCL requires to engage professional agency to execute various jobs related to account reconciliation works. In order to carry out such exercise, the following heads must be checked and tallied unit wise:

1. **AG 10- Fixed Assets-** Fixed Assets created out of different sources to be identified like Internal sources, deposit work, Grants, loans, etc. The balances in units as on 31.03.2021, must be tallied with the physical balances of assets as carried out by each unit and overall total of all units be tallied with consolidated balance of Fixed assets as to be shown in Balance Sheet as on 31st march 2021. The Accumulated depreciation on each and every fixed asset should be appropriated/worked out so that in case of withdrawal/writing off of assets from books of accounts, the accumulated depreciation entries are properly identified and there is no difficulty in accounting for such transactions.
2. **AG 14- Capital WIP-** The balances outstanding in units as on 31.03.2021, must be tallied with the in hand CWIP of each unit and overall total of all units be tallied with consolidated balance of CWIP as to be shown in Balance Sheet as on 31st march 2021. Also CWIP to be classified into various categories/ packages in hand.
3. **AG 22- Material Stock & Related Accounts -** The balances outstanding in units as on 31.03.2021, to be tallied with the physical balances of inventories of Store divisions and other units. In case if any division is having negative balance in inventory due to wrong booking in heads or which may arise due to creation of new divisions, etc., the same must be checked & rectified accordingly. The outstanding closing balance should be tallied with consolidated balance of inventories as to be shown in Balance sheet as on 31st March 2021.
4. **AG 23- Receivables against Supply of Power-** The balances outstanding in units as on 31.03.2021 to be segregated category-wise and must be tallied with accounts. In case there are some fictitious arrears booked, the same must be identified and written off. It also must be ensured that the units balances be tallied with commercial diary and billing module of UPCL. In case of differences, reconciliation should be carried out. Further, overall balance of units must be tallied with balance as to be shown in Balance Sheet as on 31st March 2021.
5. **AG 25- Advance to Suppliers / Service providers (Capital)-**The balances outstanding in units as on 31.03.2021 to be segregated party wise and must be tallied with accounts. In case there are some fictitious or wrong bookings, the same must be identified and overall balance of units must be tallied with balance as to be shown in Balance Sheet as on 31st March 2021.
6. **AG 26- Advance to Suppliers / Service providers (O&M)-** The balances outstanding in units as on 31.03.2021 to be segregated party wise and must be tallied with accounts. In case there are some fictitious or wrong bookings, the same must be identified and overall balance of units must be tallied with balance as to be shown in Balance Sheet as on 31st March 2021.
7. **AG 27- Other Loans & Advances-**The balances outstanding in units as on 31.03.2021 to be segregated party wise and must be tallied with accounts. Consolidated Balance of units must be tallied with balance as to be shown in Balance Sheet as on 31st March 2021.

8. **AG 28- Sundry Receivables-** The balances outstanding in units as on 31.03.2021 to be segregated party wise and must be tallied with accounts. Consolidated Balance of units must be tallied with balance as to be shown in Balance Sheet as on 31st March 2021.
9. **AG 42- Liability for Capital Suppliers / Capital Works-** The balances outstanding in units as on 31.03.2021 to be segregated party wise and must be tallied with accounts. Consolidated Balance of units must be tallied with balance as to be shown in Balance Sheet as on 31st March 2021. Further, MSME (Micro, Small & Medium) parties to be identified.
10. **AG 43- Liability for O&M Suppliers / O&M Work-** The balances outstanding in units as on 31.03.2021 to be segregated party wise and must be tallied with accounts. Consolidated Balance of units must be tallied with balance as to be shown in Balance Sheet as on 31st March 2021. Further, MSME parties to be identified.
11. **AG 44- Staff related provisions and liabilities-** The balances outstanding in units as on 31.03.2021 to be segregated and must be tallied with accounts. In case there are any old and fictitious liabilities are outstanding, the same must be identified and written off. Consolidated Balance of units must be tallied with balance as to be shown in Balance Sheet as on 31st March 2021.
12. **AG 46- Other Liability & Provisions-** The balances outstanding in units as on 31.03.2021 to be segregated and must be tallied with accounts. In case there are any old and fictitious liabilities are outstanding, the same must be identified and written off. Consolidated Balance of units must be tallied with balance as to be shown in Balance Sheet as on 31st March 2021.
13. **AG 47- Deposit from Electrification, Service connections etc.-** The balances outstanding in units as on 31.03.2021 to be identified and tallied with accounts. Consolidated Balance of units must be tallied with balance as to be shown in Balance Sheet as on 31st March 2021.
14. **AG 48- Security deposit from consumers-** The balances outstanding in units as on 31.03.2021 to be tallied with the figures as outstanding in the billing modules of UPCL. Consolidated Balance of units must be tallied with balance as to be shown in Balance Sheet as on 31st March 2021.
15. **AG 55- Contribution, Grants & Subsidies towards Cost of Capital Assets -** The balances outstanding in units as on 31.03.2021 to be identified and tallied with accounts. Consolidated Balance of units must be tallied with balance as to be shown in Balance Sheet as on 31st March 2021.
16. Any other accounting head work shall also be covered under the said work.
17. In all the above cases, the consultant will also suggest necessary measures and accounting entries for matching the unit wise data so that there is no difficulty in data migration from existing system to ERP system.

Firms have to keep the detailed view on each and every checklist for Key works as defined for each division under every circle/units.

The report shall invariably be submitted as per following Reporting Criteria:-

1. **They shall have to submit report of each circle within 3 months from date of assignment and the work as a whole shall have to be completed within 4 months from date of assignment.**
2. All the 17 points covered under the scope of work must be covered and balances tallied and verified for each division under respective circle as on 31st March 2021.
12. **TEAM:**
Firms shall deploy suitable teams for undertaking the assignment, after a thorough perusal of the requirements of UPCL terms & conditions contained therein and the volume of the work involved (as desired in the scope of work mentioned or directed by the management).

At least 3 (three) members shall be there in the team. It should be ensured that the team is headed out at all times by a Chartered Accountant/ CMA (Cost Accountant) (who may be a partner or employee). The rest of the members of the team should be semi qualified professionals. A suitable number of working days shall invariably be devoted / stationed by the firm in each and every Circle at their cost.

13. **TERMS OF PAYMENT:**

Payment shall be made to the firm @40% on submission of reports as mentioned above and balance 40% payment shall be made after verification and posting of correction entry of such reports by AO / AAO of the concerned circle. Rest 20% shall be paid after posting of correction vouchers duly approved by management. The firm shall submit the bills to the Sub-Nodal Officer of the concerned zone and the same shall be verified by the AO/AAO of the concerned circle. After verification of the bills, same shall be sent to Executive Engineer, Corporate Maintenance unit (UPCL), Dehradun by Sub-Nodal officer through Nodal Officer of the assignment. Also the payment shall be made subject to completion of work in every division under each circle. The work must be completed under stipulated time frame, however, seeing the conditions of work left out or problems in updation of records, the time period may be extended by another 1 months on mutual consent of UPCL and Firm.

No invoice for extra work/change order on account of change order will be submitted by the AGENCY unless the said extra work /change order has been authorized/approved by the UPCL

14. **FORCE MAJEURE**

In case of "Force Majeure" conditions such as, an event which is beyond the control of AGENCY and which makes a party's performance of its obligations under the contract impossible or so impracticable such as to include, act of fire, earthquake, draught, war, riots, epidemic, strike, landslide, snowfall or enforceable orders of the Government of Judicial Authority of India, the Completion of the assignment will be extended to that extent.

For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.

Force Majeure shall not include:

- a) Any event which is caused by the negligence or intentional action of a Party or such Party's Sub-consultants or agents or employees, nor
- b) Any event which a diligent Party could reasonably have been expected to both
 - (i) take into account at the time of the conclusion of this Contract, and
 - (ii) avoid or overcome in the carrying out of its obligations hereunder.

The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract in so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfill its obligations hereunder with a minimum of delay.

A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.

The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

The decision of the UPCL with regard to the occurrence, continuation, period or extent of Force Majeure shall be final and binding on the AGENCY.

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

Not later than thirty (30) days after the AGENCY, as the result of an event of Force Majeure, have become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.

15. **LIQUIDATED DAMAGES AND PENALTY**

If the AGENCY fails to perform any or all of the Services within the period specified in the Contract, the UPCL may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 0.5% of the value of the Services, supplied beyond stipulated delivery schedule for each week or part thereof of delay until actual performance, subject to a maximum of 10% of value of such services.

The manpower agency is expected to deliver the services of providing the manpower as per the requirement of UPCL. Further, the agency has to arrange sufficient number of candidate in a timely manner. During the selection process/interview adequate follow up/arrangement are made by the agency to ensure that the selected person shall join within reasonable time. If there is repeated deficiency in terms of service by the agency, UPCL shall record the same and shall exercise its right to award the work to some other agency at the risk & cost of the selected agency.

In case the candidate/manpower supplied by the agency leave/abandon the job and the agency fails to provide an alternate resource immediately then, in such a case a Penalty at the rate of Rs 1500/- per day per unavailable resource for each day of delay shall be levied on agency and shall be deducted from the bills.

In case of any delay in releasing monthly salary to any of deployed the resources by the agency in UPCL beyond 7(seven) working days of closing of month, a penalty of Rs. 250/- per day per employee shall be levied by UPCL for each such case of default and shall be deducted from the submitted bills of the agency.

16. **LIABILITY/ INDEMNITY**

The AGENCY hereby agrees to indemnify the UPCL, for all conditions and situations mentioned in this clause, in a form and manner acceptable to the UPCL. The AGENCY agrees to indemnify the UPCL and its officers, servants, agents (**"UPCL Indemnified Persons"**) from and against any costs, loss, damages, expense, claims including those from third parties or liabilities of any kind howsoever suffered, arising or incurred inter alia during and after the Contract period out of:

- (a) any negligence or wrongful act or omission by the AGENCY or its agents or employees or any third party associated with AGENCY in connection with or incidental to this Contract; or
- (b) any infringement of patent, trademark/copyright or industrial design rights arising from the use of the supplied Goods and Services or any part thereof.

The AGENCY shall also indemnify the UPCL against any privilege, claim or assertion made by third party with respect to right or interest in, ownership, mortgage or disposal of any asset, property, movable or immovable as mentioned in any Intellectual Property Rights, licenses and permits.

Without limiting the generality of the provisions of this clause, the AGENCY shall fully indemnify, hold harmless and defend the UPCL Indemnified Persons from and against any and all suits, proceedings, actions, claims, demands, liabilities and damages which the UPCL Indemnified Persons may hereafter suffer, or pay by reason of any demands, claims, suits or proceedings arising out of claims of infringement of any domestic or foreign patent rights, copyrights or other intellectual property, proprietary or confidentiality rights with respect to any Goods, Services, information, design or process supplied or used by the AGENCY in performing the AGENCY's obligations or in any way incorporated in or related to the Project. If in any such suit, action, claim or proceedings, a temporary restraint order or preliminary injunction is granted, the AGENCY shall make every reasonable effort, by giving a satisfactory and or otherwise, to secure the suspension of the injunction or restraint order. If, in any such suit, action, claim or proceedings, the Goods or Services, or any part thereof or comprised therein, is held to constitute an infringement and its use is permanently enjoined, the AGENCY shall promptly make every reasonable effort to secure for the UPCL a license, at no cost to the UPCL, authorizing continued use of the infringing work. If the AGENCY is unable to secure such license within a reasonable time, the AGENCY shall, at its own expense, and without impairing the specifications and standards, either replace the affected work, or part, or process thereof with non-infringing work or part or process, or modify the same so that it becomes non-infringing.

17. **SURVIVAL ON TERMINATION**

The provisions of this Clause shall survive Termination.

Defense of Claims:

If any proceedings are brought or any claim is made against the UPCL arising out of the matters referred to in Clause of Liability / Indemnity, the UPCL shall promptly give the AGENCY a notice thereof, and the

AGENCY may at its own expense and in the UPCL's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

If the AGENCY fails to notify the UPCL within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the UPCL shall be free to conduct the same on its own behalf.

The UPCL shall, at the AGENCY's request, afford all available assistance to the AGENCY in conducting such proceedings or claim, and shall be reimbursed by the AGENCY for all reasonable expenses incurred in so doing.

18. LIMITATION OF LIABILITY

Except in cases of gross negligence or willful misconduct:

- (a) Neither party shall be liable to the other party for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the AGENCY to pay liquidated damages to the UPCL; and
- (b) The aggregate liability of the AGENCY to the UPCL, whether under the Contract, in tort, or otherwise, shall not exceed the amount specified in the Contract Price. Provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the AGENCY to indemnify the UPCL with respect to patent infringement

19. CHANGE ORDERS AND CONTRACT AMENDMENTS

UPCL may at any time order the AGENCY through Notice, to make changes within the terms and conditions of this Contract, including any modification of the scope of the Services.

If any such Change Order causes an increase or decrease in the cost of, or the time required for, the AGENCY's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery and Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the AGENCY for adjustment under this Clause must be asserted within twenty-eight (28) days from the date of the AGENCY's receipt of the UPCL's Change Order.

No variation or modification of the terms of the contract shall be made except by written amendment signed by the parties.

20. SUSPENSION

UPCL may, by written notice of suspension to the AGENCY, suspend all payments to the AGENCY hereunder if the AGENCY fails to perform any of their obligations under this Contract, including the carrying out of the Services as per schedule, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request AGENCY to remedy such failure within a period not exceeding Seven (7) days after receipt by the AGENCY of such notice of suspension and shall invoke contract performance guarantee.

21. TERMINATION

TERMINATION OF CONTRACT FOR FAILURE TO BECOME EFFECTIVE

- a) If this Contract has not become effective within seven (7) days of the date hereof, either Party may, by not less than two weeks (2) weeks' written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.

TERMINATION FOR DEFAULT

- a) UPCL may, without prejudice to any other remedy for breach of Contract, by Notice of default sent to the AGENCY terminate the Contract in whole or in part:
 - i If the AGENCY fails to provide acceptable quality of Services within the period specified in the Contract, or within any extension thereof granted by the UPCL pursuant to Clause of tender or
 - ii If the AGENCY, in the judgment of the UPCL has engaged in corrupt, fraudulent, collusive, or coercive practices, as defined in other Clauses, in competing for or in executing the Contract; or
 - iii Any representation made by the bidder in the proposal is found to be false or misleading,
 - iv If the AGENCY commits any breach of the Contract and fails to remedy or rectify the same within the period of two weeks (or such longer period as the UPCL in its absolute discretion decide) provided in a notice in this behalf from the UPCL.
 - v If the AGENCY fail to comply with any final decision reached as a result of arbitration proceedings pursuant to tender Clause.
 - vi If, as the result of Force Majeure, the AGENCY is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

- b) In the event UPCL terminates the Contract in whole or in part, pursuant to Clauses of tender document, UPCL may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered or not performed, and the AGENCY shall be liable to the UPCL for any additional costs for such similar Goods or Services. However, the AGENCY shall continue performance of the Contract to the extent not terminated.

TERMINATION FOR CONVENIENCE

- a) UPCL, by Notice sent to the AGENCY, may terminate the Contract, in whole or in part, at any time for its convenience. The Notice of termination shall specify that termination is for the UPCL's convenience, the extent to which performance of the AGENCY under the Contract is terminated, and the date upon which such termination becomes effective.

CONSEQUENCES OF TERMINATION

Upon Termination of the Contract, the AGENCY shall:

- a) Prepare and present a detailed exit plan within five calendar days of termination notice receipt to the Engineer of Contract or Nodal Officer appointed by UPCL ("Exit Plan").
- b) The Engineer of Contract or Nodal Officer along with designated team will review the Exit plan. If approved, AGENCY shall start working on the same immediately. If the plan is rejected, AGENCY shall prepare alternate plan within two calendar days. If the second plan is also rejected, Engineer of Contract or Nodal Officer will provide a plan for AGENCY and it should be adhered by in totality.
- c) The Exit Plan should cover at least the following :-
 - i. Execute all documents that may be necessary to effectively transfer the ownership and title, including OEM warranties in respect of all leased equipment;
 - ii. Handover all developed codes, related documentation and other Configurable Items, if any in his possession;
 - iii. Handover the list of all IT Assets, passwords at all locations to the UPCL.
- d) The AGENCY and Engineer of Contract or Nodal Officer will sign a completion certificate at the end of successful completion (all points tracked to closure) of the Exit Plan.
- e) Upon termination of contract, all rights/obligations of parties shall be ceased.

22. REMOVAL AND/OR REPLACEMENT OF PERSONNEL

Except as the appropriate UPCL may otherwise agree, no changes shall be made in the Personnel. If, for any reason beyond the reasonable control of the AGENCY, it becomes necessary to replace any of the Personnel, the AGENCY shall forthwith provide as a replacement a person of equivalent or better qualifications.

If UPCL:

- a) Finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action, or
- b) Has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the AGENCY shall, at the UPCL's written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the UPCL.
- c) Any of the Personnel provided as a replacement under Clauses (a) and (b) above, the rate of remuneration applicable to such person as well as any reimbursable expenditure (including expenditures due to the number of eligible dependents) the AGENCY may wish to claim as a result of such replacement, shall be subject to the prior written approval by the UPCL. Except as the UPCL may otherwise agree,

AGENCY shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and

The remuneration to be paid for any of the Personnel provided as a replacement shall not exceed the remuneration which would have been payable to the Personnel replaced.

23. INSURANCE

The AGENCY shall take and maintain at their own cost, insurance coverage against the risks of their personnel and properties relating to this assignment.

24. CONFLICT OF INTEREST

The AGENCY shall take and maintain at their own cost, insurance coverage against the risks of their personnel and properties relating to this assignment.

AGENCY shall not engage, and shall cause their Personnel not to engage, either directly or indirectly, in any business or professional activities which would conflict with the activities assigned to them under this Contract.

UPCL considers a conflict of interest to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations, and that such conflict of interest may contribute to or constitute a prohibited corrupt practice.

An AGENCY may be considered to be in a conflict of interest with one or more parties in this process if they have controlling shareholders in common.

If the AGENCY is found to be involved in a conflict of interest situation with regard to the present assignment, UPCL may choose to terminate this contract as per condition of contract.

25. STANDARD OF PERFORMANCE

AGENCY shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted techniques and practices used with professional engineering and consulting standards recognized by professional bodies, and shall observe sound management, and technical and engineering practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods. AGENCY shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Owner.

26. EXPIRATION OF CONTRACT

Unless terminated earlier pursuant to Clause of Termination hereof, this Contract shall terminate when, pursuant to the provisions hereof, the Services have been completed and the payments of remuneration and reimbursable expenditures have been made.

27. VALIDITY OF CONTRACT:

Activities under this tender has to be completed within 4 month from the date of letter of award. The currency of the contract can however be extended by another 1 months on mutual consent of UPCL and Firm. All allotment made during the currency of contract period shall be honored by the service provider.

28. BREACH OF CONTRACT:

In case of breach of the terms & conditions of the contract by the firm, UPCL shall reserve the right to take punitive action against the firm which may include forfeiting the security cum performance guarantee including debarring/ blacklisting for further participation in future tenders of UPCL, based on the merits/ demerits of the case.

29. SECURITY CUM PERFORMANCE GUARANTEE:

The service provider shall deposit security as required under clause '3' of general conditions of contract Form 'A' @ 3% of the contract value. This security shall be deposited in the form of Govt. interest bearing securities or Bank Draft / Bank Guarantee from a schedule Bank of India duly executed on stamp papers of requisite value on the approved proforma in favour of **Executive Engineer, Corporate Maintenance unit (UPCL), Dehradun** within 15 days of receipt of proposal for award of work. In case the security is in the form of Bank guarantee, it shall be valid for the period of agreement plus 6 month of claim period. In case the security deposit furnished is in the form of FDR/ CDR, the same shall be duly pledged in favour of **Executive Engineer, Corporate Maintenance unit (UPCL), Dehradun**.

30. Superintending Engineer, (C&P), Uttarakhand Power Corporation Ltd., Victoria Cross Vijeta Gabar Singh Urja Bhawan, Kanwali Road, Dehradun shall be the "Engineer of Contract".

31. All the disputes arising out of and touching or relating to subject matter of agreement contract shall be subject to jurisdiction of local courts of Dehradun and High Court of Judicature at Nainital only.

32. Any notice to be given to the service provider shall be sent by registered post at the address given by him for this purpose in the contract. The service provider shall ensure to intimate the Service Receiver in writing of any change in the above address otherwise notice shall be sent to the address given in the contract. Any notice dispatched to service provider by registered post on the above address shall be deemed to have been delivered as above.

33. NODAL OFFICER:

For the purpose of monitoring the assignment Director (Finance) / General Manager (Finance), of HQ shall be the nodal officer. Further Deputy General Manager (Finance) / Dy. Chief Accounts Officer of respective Zone & Head Quarter will be the Sub-Nodal officer in charge of the assignment.

34. CONFIDENTIALITY CLAUSE:

The Agency / Firm must ensure that The AGENCY and the personnel of any of them shall not either during the term or within two (2) years after the expiration of this contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract or the Owner's business or operations without the prior written consent of the UPCL and for which they must sign a confidentiality agreement (**Annexed as Annexure VII**) with UPCL and shall be bind not to disclose any information / data related to UPCL to any outside agency / person.

REPORTING REQUIREMENTS:

On completion of the assignment of every Circle/Unit, the following steps shall be taken by the firm before finalization of the report:-

- (i) The preliminary findings / observations shall first be discussed with the concerned AO/AAO/Sub-Nodal officer.
- (ii) The solution shall also be described by the firm.
- (iii) The solution of finding shall be discussed with concerned Deputy General Manager (Finance) / Dy. Chief Accounts Officer of respective Zone & Head Quarter and necessary entry shall be passed with proper communication to HQ.
- (iv) The final report of filed units shall be furnished to each Division/unit along with ZAO/HQ separately in hard copies as well as soft copies.
- (v) A consolidated report shall also be prepared after discussion with General Manager (Finance), of HQ and Director (Finance).
- (vi) The Agency/Firms shall also put up their findings /summary to Audit Committee without any extra expenditure. The directions of Audit Committee should also be taken in their report

Annexure – I
Documents to be submitted by Bidder as part of Technical Proposal

S.No.	Description	Documents Required
1	Name of the Company / Firm	
2	Company / Firm Profile	To be enclosed
3	Name (s) of the Proprietor / Partners	
4	Registration No. of the firm with proof of registration	Registration Certificate of the Firm/Company (Certificate issued by the Competent authority for Registration / incorporation / commencement of business etc)
5	Registered Address of the Company / Firm Telephone No. Fax No.	
6	e-mail Address	
7	Name of the Contact Person Telephone /Mobile No.	
8	GST No.	Copy of GST duly signed by the authorised signatory to be enclosed
9	Tax Deduction and Collection Account Number (TAN), If any	TAN No. (Copy of TAN duly signed by the authorised signatory to be enclosed)
10	Demand Draft for Bid Fee	Name of the Bank Demand Draft No. & details
11	Details of Earnest Money Deposit	Name of the Bank Valid Up to Demand Draft No./Bank Guarantee details
12	Details of regular employees in the firm	To be mentioned
13	Whether any legal suit/criminal case pending or contemplated or legal notice having being served to this effect against the Proprietor of the Bidder (in case of Proprietorship), Partner of the Bidder (in case of Partnership), any of its Director (in case of Pvt. Ltd. company) or against the Bidder on grounds of moral turpitude or for violation of any of the laws in-force or for blacklisting/debarred from bidding. The bidder should provide an undertaking for the same in the format as enclosed as Annexure.	(Details to be furnished and the bidders shall also furnish the undertaking as per Annexure)

Check List
(To be attached with the Technical Bid Annexure I)

Sl.No.	Description of document required	Description /details of document attached	Whether attached (Yes/No)
1	Demand Draft for Bid Fee		
2	Demand Draft/Bank Guarantee for EMD		
3	Company / Firm Profile		
4	Copy of Registration Certificate of the Firm/Company		
5	Copy of GST Registration		
6	Copy of TAN & PAN		
7	Authorization Letter from the Bidder's firm issued by the Competent Authority (as per Annexure-II of the bid document)		
8	Audited Balance Sheets/ Annual Statement of accounts/other relevant records for the past best 3 out of 5 FYs (FY 2016-17 to FY 2020-21)		
9	Undertaking along with acceptance of Terms and Conditions of the Tender document		

Note::

The bidder shall ensure submission of Technical Bid along with all the required documents duly signed by the Authorized signatory of the bidder as per the requirement and as per the Check-List enclosed herein. (The check list also to be attached)

(Authorised Signatory)

Name of the Bidder

Annexure-II
Authorisation Letter

Icertify that I am holding the post ofin the Company / Firm, formed under.....laws hereby authorise Sh./Smtholding the post of in our Company / Firm who signed the above Bid is authorised to bind the Company / Firm by authority of its governing body.

Place.....
Date

Authorised Signatory

Name
Designation.....
For and on behalf of
(Name of the Bidder)

Annexure-III
Undertaking by the Bidder

I, _____, on behalf of _____ (Name of the Bidder) hereby declare that

- a) I hereby accept all the Terms and Conditions mentioned of the UPCL Tender No. ----- Unconditionally. We are aware that conditional bids if quoted shall be summarily rejected. (Acceptance of all terms and conditions of tender document to be duly signed and enclosed with Undertaking).
- b) Our organization or the manpower to be provided has no business or direct family relationship with member(s) of UPCL's employees or persons positioned in or the Board of these two organizations by whatever process.
- c) We will comply with all the applicable/prevaling statutory provisions, laws acts and Government orders amended/notified during the period of agreement.
- d) There is no legal suit/criminal case pending or contemplated or legal notice having being served to this effect against the Proprietor of the Bidder (in case of Proprietorship), Partner of the Bidder (in case of Partnership), any of its Director (in case of Pvt. Ltd. company) or against the Bidder on grounds of moral turpitude or for violation of any of the laws in force.
- e) If the above declaration is found incorrect, the present engagement would be terminated and ----- (Name of the Bidder) would be debarred from any further engagement by UPCL ever.
- f) We have disclosed all the information and the information so provided is true, correct, complete and nothing has been concealed thereof.
- g) No action of debarring/blacklisting of our company has been.

Place.....

Date

Authorised Signatory

Name

Designation.....

For and on behalf of
 (Name of the Bidder)

Annexure-IV (a)
FORM OF THE BANK GUARANTEE FOR EARNEST MONEY
(To be submitted with Bid Part-I)

(For depositing earnest money in case the amount for deposit exceeds Rs. 10,000 Bank guarantee should be on a non-judicial stamp Paper of Rs. 100.00 as per present act and should be checked by the tenderer at the time of issuing the Bank Guarantee to any change in the Stamp value.)

**Executive Engineer,
 Corporate Maintenance unit
 Uttarakhand Power Corporation Limited,
 V.C.V. Gabar Singh Urja Bhawan, Dehradun**

Bank Guarantee No.

Amount of BG Rs.

Guarantee Cover form to

Sir,

WHEREAS, Messrs.....a company incorporated under the Indian Companies Act, its registered office at/a firm registered under the Indian Partnership Act and having its business office at.....son ofof Messrs.....at...../Sri.....son of.....resident of.....at.....Sri.....son of.....resident of.....partners carrying on business under the firm's and style of Messrsatwhich is an unregistered partnership (hereinafter called the "the Tender") has /have in response to your tender Notice against specification numberforoffered to supply and / or execute the works as contained in the Tender's letter No.....

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

AND WHEREAS we(name and full address of the bank) have at the request of the tenderer agree to give you the guarantee a hereinafter contained.

NOW THEREFORE in consideration of the premises 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 here of you and the tenderer may subsequently agreed 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 aforesaid, we hereby guarantee to you the payment of sum of Rs on demand notwithstanding the existence of any dispute between the Uttarakhand Power Corporation. 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 hereby modify these conditions or add thereto any further conditions a may be mutually agreed upon between you and the tenderer.
- (b) That the guarantee hereinbefore contained shall not be affected by any charge in the constitution of our Bank or in the constitution of the tenderer.
- (c) 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.
- (d) That this guarantee commences from the date hereof 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 format agreement as therein provided or till 45days after the period of validity or the extended period or validity, as the case may be of tender whichever is earlier.
- (e) Notwithstanding anything contained above of the Guarantor hereunder is restricted to the said sum of Rs..... And this guarantee shall expire on the..... Day ofUnless a claim under the guarantee is filled with the Guarantor within 45days of such date., all claims shall laps and the Guarantor shall be discharge from the guarantee.
- (f) That the expressions 'the tender' and the Bank the Uttarakhand Power Corporation Ltd. herein used shall, unless such interpretation is repugnant to the subject or context include their respective successors and assigns
- (g) We.....(Name of Bank) lastly undertake to pay to the (UPCL) any money so demanded not withstanding any dispute or disputes raised by the contractor(s) /supplier(s) in any suit or proceeding pending before any court or Tribunal relating arbitration thereto of liability under the present being absolute and unequivocal.
 The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the contractor(s)/ supplier(s) shall have not claim against us for making such payment.
 Yours Faithfully

Annexure-IV (b)

Bid Security Declaration**(To be executed on a non-judicial stamp paper of Rs. 100/-)****E-Tender specification No. CCP-II/10/2021-2022 Date For Opening Of Part-I Of Tender 05.08.2021 at 15:30hrs**

Form Date: _____

To

**Superintending Engineer, Corporate (C & P-II),
Victoria Cross Vijeya Gabar Singh Urja Bhawan, Kanwali Road,
Uttarakhand Power Corporation Ltd.,
Dehradun-248001 (U.K.)**

I/We. The undersigned, declare that:

I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration. I/We accept that I/We may be disqualified from bidding for any contract with you for a period of one year from the date of notification if I am /We are in a breach of any obligation under the bid conditions, because,
I/We

- a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity i.e **180 days (or any extension thereof)** from the date of opening of Part-I of the tender; or
- b) having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) fail or refuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.

I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our Bid.

Signed: (insert signature of person whose name and capacity are shown)

In the capacity of (insert legal capacity of person signing the Bid Securing Declaration)

Name: (insert complete name of person signing the Bid Securing Declaration)

Duly authorized to sign the bid for an on behalf of (insert complete name of Bidder)

Dated on _____ day of _____ (insert date of signing) Corporate Seal (where appropriate)

Annexure-V**PRO FORMA OF CERTIFICATE FOR BEING NOT BLACKLISTED / DEBARRED FOR MANUFACTURER /BIDDER
(To be executed on a non-judicial stamp paper of Rs. 100/-and duly notarized)****E-Tender specification No. CCP-II/ 10/2021-2022 Date for Opening Of Part-I Of Tender 05.08.2021 at 15:30hrs.**

To,

**Superintending Engineer
Corporate (Contract & Procurement-II)
Uttarakhand Power Corporation Ltd.
Victoria Cross Vijeyta Gabar Singh Urja Bhawan, Kanwali Road
Dehradun- 248 001**

We M/s----- (Name of Manufacturer/ Repairer) having its registered office at
.....declare that we are not blacklisted/ debarred by any Govt. undertaking/ Govt. departments /
SEB's / Power Sector Utilities. In case same is found then their tender/Order shall be treated as cancelled at any stage and
EMD/Performance security shall be forfeited.

Signed this day of

Signature of Authorized signatory of Manufacturer

Place

Witness:

Name

Signature

Designation

Name of the firm

Name

Seal of the firm

Address

Annexure-VI**PRO FORMA OF CERTIFICATE FOR ALL THE INFORMATION PROVIDED BY THE FIRM IN THE BID DOCUMENT ARE TRUE AND CORRECT.****(To be executed on a non-judicial stamp paper of Rs. 100/-and duly notarized)****E-Tender specification No. CCP-II/10/2021-2022 Date for Opening Of Part-I Of Tender 05.08.2021 at 15:30hr**

To,
Superintending Engineer
Corporate (Contract & Procurement-II)
Uttarakhand Power Corporation Ltd.
Victoria Cross Vijeyta Gabar Singh Urja Bhawan, Kanwali Road
Dehradun- 248 001

We M/s------(Name of Manufacturer/ repairer) having its registered office at
declare that all the information provided by us in the bid document are true and Correct. In
 case, any forged or false document is found at any stage, then our tender/ order shall be treated as cancelled and necessary
 action shall be taken against us, which may include forfeiting the EMD/security cum performance guarantee, debarring/
 blacklisting for further participation in future tenders of UPCL, based on the merits/ demerits of the case.

Signed this day of

Signature of Authorized signatory of Manufacturer

Place

Witness:

Name

Designation

Signature

Name of the firm

Seal of the firm

Name

Address

Annexure-VII
Confidentiality Letter

I son/daughter/wife.....certify that I am holding the post ofin the Company / Firm, formed under.....laws hereby certify that I shall maintain the confidentiality of all records / assets / data / persons of UPCL and shall not share any information related to UPCL to any person/agency during the tenure of my contract and after two years of expiration of this contract.

Place.....

Date

Signature

Name.....

(Authorized Signatory of Bidder)

**SPECIMEN DOCUMENT FOR POWER OF ATTORNEY IN RESPECT OF TENDER SIGNATURE
(ON RS. 100/- STAMP PAPER DULY ATTESTED BY NOTARY)**

KNOW ALL MEN BY THESE PRESENTS THAT WE------(Name of company)-----
-----hereby appoint and authorize, Mr. -----
----- as our true and lawful attorney or attorneys, for us
and in our name, place and stead, to do the following acts and things, jointly and each of them severally, in respect of the tender
for **Reconciliation of old account of Units as per scope of work** vide specification No. **CCP-II/10/2021-2022:**

- (1) To sign, execute and deliver the tender documents and other documents related thereto,
- (2) To negotiate and determine the terms and conditions of the contract, and
- (3) To sign, execute and deliver the contract and related documents.

This power of Attorney shall remain in full force and effect for the above state project.

IN WITNESS WHEREOF, we have caused the signature of our representative -----
-----to be affixed hereunto on this -----(date)-----.

Signature of representative

Signature of competent authority of firm

Name of representative

SPECIMEN DOCUMENT FOR SECURITY CUM PERFORMANCE GUARANTEE**This security cum performance guarantee has to be executed on as stamped paper worth Rs. 100/-****(To be issued by a Bank acceptable to the Employer on the Banks's header paper)**

To,

**Executive Engineer,
Corporate Maintenance unit
Uttarakhand Power Corporation Limited,
V.C.V. Gabar Singh Urja Bhawan, Dehradun**

In consideration of the UPCL ("Employer") awarding a contract dated..... for the turnkey execution of to("Tenderer").

1. We.....(Name of the Bank) hereby irrevocably give you our guarantee and undertake to pay you any amount or amount not exceedingsubject to paragraph 2 below, on receipt of your first demand in writing which shall be accompanied by a certificate signed by the Employer stating that the "Tenderer" has failed to perform all or part of the contract, ore that the 'Tenderer', or that the contract has been frustrated or terminated prior to its fulfillment.
2. If this guarantee should be called on the basis of a certificate under paragraph 1 above stating that the contract has been frustrated or terminated prior to its fulfillment and in the case of frustration that such frustration is not caused by the "tenderers" default, then the above maximum amount to this guarantee shall be limited to an amount certified by an independent firm of accountants appointed by Employer as not having been expended, or irrevocably committed to be expended, on the contract by the "tenderer prior to such frustration or termination, taking account of the value of work in progress.
3. Any amount or amounts paid by the Bank under this guarantee shall be paid to the Employer as directed to do in the call certificate.
4. The guarantee shall remain valid till the end of the warranty period with a claim period of 6 months over and above the same as contained in clause..... of the conditions of contract as evidenced by presentation to us by "Tenderer" of a certified copy of the final Certificate signed by Employer issued in accordance with clauseof the conditions of contract unless extended during the 12 calendar month period by the Employer on their written request, or at the latest until theand shall be null and void thereafter.

From issuing Bank

FORM-A**GENERAL CONDITION OF CONTRACT FOR THE SUPPLY OF PLANT AND THE EXECUTION OF WORKS IN
UTTARAKHAND POWER CORPORATION LIMITED**

1.	<p>In constructing these General Condition and the annexed specification of the following words shall have meaning herein assigned to them unless there is anything in the subject or context inconsistent with such construction: The "Purchaser" shall mean the Uttarakhand Power Corporation Limited and shall include his successors and assigns.</p> <p>The "Contractor" shall mean the Tenderer whose tender shall be accepted by the Purchaser and shall include such tenderers heir's legal representatives, successors and assigns.</p> <p>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 Sublette with the consent in writing of Engineer and the heirs, legal representative, successors and assigns of such person.</p> <p>The "Engineer" shall mean the person named in the contract with the contractor and such other officer as may be duly authorized and appointed in writing by the purchaser to act as Engineer for the purpose of the contract and in case where no such offer has been appointed, the Purchaser or his duly authorized representative.</p> <p>"Plant" "Equipment", "Material", "Works" as "Works" shall mean the plant and material to be provided by the Contractor under the contract.</p> <p>The "Contract" shall mean and include the General Condition, Specification, Schedules, Drawings, Form of Tender, Covering letter, Schedule of Prices or the final General conditions Specifications and drawings and the agreement to be entered into under clause 3 of the general conditions.</p> <p>The "Specification" shall mean the Specification annexed to these "General Condition" and the schedule thereto (if any).</p> <p>The "Site" shall mean the site of the proposed works as details in the specification or any other place in Uttarakhand where work is to be executed under the contract.</p> <p>"Month" shall mean Calendar month.</p> <p>Writing shall include any 'manuscript' typewritten or printed statement under or over signature or seal, as the case may be.</p> <p>Words importing person shall include Firms, Companies, Corporations and other bodies whether incorporated or not.</p> <p>Words importing the singular any shall also include the plural and vice versa where the context requires.</p>	Definition of Terms
2.	<p>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 Specifications he shall before, signing the contract, set forth the particulars thereof and submit them to the engineer, in order that such doubt may be removed.</p>	Contractor to inform himself Fully
3.	<p>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 Contract 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 any other form approved by the Purchaser. The security deposit shall be refunded to the Contractor on the satisfactory completion of testes and the taking over of the plant by the purchaser.</p> <p>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 Board's name.</p> <p>After the tender has been accepted by the Purchaser all order or instructions to the Contractor shall, expect as herein otherwise provided, be given by the Engineer on behalf of Purchaser.</p>	Contract
4.	<p>The Contractor shall submit in duplicate, to the Engineer for his approval drawing of the General Arrangement of the works to be carried out and of such detailed drawing; other than shop drawings, as may be reasonably necessary.</p> <p>Within fourteen days of the receipt of such drawing the Engineer shall signify his approval or otherwise of the same and in the event of disapproving the drawing; the Contractor shall submit further drawings for approval.</p> <p>Within a reasonable period of the notification by the Engineer to the Contractor of his approval of such drawings, three sets in ink on tracing cloth or Ferro gallic 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 "Contractor Drawings".</p> <p>These drawing 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 or hereinafter provided. During the execution of the works one of set of drawings shall be</p>	Contract Drawing

	<p>available for reference on the site.</p> <p>In the event of the Contractor desiring to possess a signed set of drawing, 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.</p> <p>The Contractor, if required by the Engineer, shall supply in addition copies of any drawings other than shop drawing, which may reasonably be required for the purpose of Contract and may make a reasonable charge for such copies.</p> <p>The Engineer, or his duly authorized representative, whose name shall have Previously been communicated in writing to the Contractor, shall have the right, at all reasonable times, to inspect, at the factory of the Contractor, drawing of any portion of the work.</p>	
5.	<p>The Contractor shall be responsible for and shall pay for any alterations of the work due to any discrepancies, error or omissions in the drawing and other particulars supplied by him, whether such drawing or particulars have been approved by the Engineer or not, provided that if such discrepancies, errors and omission are due to inaccurate information of particulars furnished to the Contractor by the Engineer. Any alteration in the plant necessitated by reason of such inaccurate information or particulars shall be paid by the Purchaser.</p> <p>If any dimensions figured upon a drawing or a plant differ from those obtained by scaling the drawing or plant, the dimensions as figured upon the drawing or plant shall be taken as Correct.</p>	Mistake in Drawing
6.	<p>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 work of which the makers are named in the Contact provided that any such consent shall not reliever the contractor from any obligation or responsibility under the Contact.</p>	Subletting of Contract
7.	<p>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 in respect of any method of using or working by the Purchaser of such machine, plant, work or thing, the Contactor will indemnify the purchaser against such claim or demand and all cost and expenses arising from or incurred by reason of such claim or 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 all the Contractor's own expenses, to conduct all negotiation 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 any manner other than that for which they have been supplied by the Contractor and specified under this Contract.</p> <p>7(A) The contractor shall train at his works Engineer/Engineers of the Purchaser in the manufacture and assembly of machinery and its parts for a period aA separate agreement for such training shall be signed by the Engineer/Engineers selected for training, the Purchaser and the Contractor on the from appended hereto.</p>	<p>Patent right</p> <p>Training of Engineer</p>
8.	<p>The plant shall be manufactured and constructed in the best and most substantial and most workman-like-manner and with materials of the best or approved quality for their respective uses.</p>	Quality of material
9.	<p>The Contractor shall be responsible for securely protecting and packing the plant so as to avoid damage under normal conditions of transport.</p>	Packing
10.	<p>The cost of delivering the whole of the material for, at railway stations specified or on the site as the specification may define and the cost of the packing and unless otherwise agreed, import duties and customs dues shall be borne by the Contractor.</p>	Delivery and import License fee
11.	<p>Except as hereunder provided the purchaser shall unless otherwise specified, be responsible for the proper fencing, guarding, lightning and watching of all works other then transmission line comprised in the contract and for the proper provision of temporary roadways, footways, guard and fencing 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 and of the public.</p> <p>The contractor shall at all time provide sufficient fencing notice-board, light and watchman to protect and warn the public and guard the work of the transmission line and in the case of the contractor fails to make such provision or the purchaser made by him is considered by the purchaser to be inadequate, the purchase may make such provision or further provision as he may consider necessary and charge the cost thereof to the contractor.</p> <p>If during the period of erection of a plant the Contractor or his workman or servant shall injure or destroy any part of the building or other structure contiguous to the work in progress or if any damage shall be caused from any cause whatsoever to the other work (whether in progress or completed) forming part of work of which the plant is being installed or if any imperfections become apparent in these works the cause of which imperfections are attributable to the contractors or his workmen or servant, the</p>	Fencing and Lighting for works other than Transmission lines

	Contractor shall made good such damage and imperfections and if he fails to do so within the 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.	<p>No Alteration, amendments, omissions, additions, suspensions or variations of the work (hereinafter referred to as "Variation") under the Contract as shown by the drawings of 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 variation, without prejudice to the Contract and the Contractor shall carry out each instruction, and be bound by the same condition, as far as applicable, as through the said variations occurred in the specifications, if any suggested variations would in the opinion of the Contractor, if carried out, prevent him from fulfilling any of his obligations or guarantee 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 if and the Engineer confirms his instructions. The Contractor's obligations and guarantees shall be modified to such an extent as may be justified. The difference of cost, if any, occasioned by any such variation shall be added to or be deducted from the Contract-price as the case may require. The amount of such difference in any shall be ascertained and determined in accordance with the rates specified in the Schedules 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.</p> <p>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 material have already been prepared or any design drawing, or patterns have been made or works done that required to be altered the Engineer shall show such compensation in respect thereof as he shall consider reasonable.</p> <p>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% (Ten percent) thereof.</p> <p>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.</p>	Power to vary or Omit work
13.	<p>If the Contractor shall neglect to execute the work with due negligence 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 and in such case if the Purchaser shall think fit, it shall be lawful for him to take the manufacture of supply plant wholly, or in part out of the Contractor's hands and give it to another person on contract at a reasonable price or provided any other materials, tools tackles or labour for the purpose of completing the work, or any part thereof, and in that event the Purchasers shall, without being responsible to the Contractor for fair wear and tear of the same have free use of all the materials, tools or other things which may be on the site, for use at any time 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 manufacturer or supply of such plant as aforesaid.</p> <p>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 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 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 material, tools tackles or other things remaining unsold shall be removed by the Contractor.</p>	Negligence

14.	<p>If the Contractor shall die or commit any act of Bankruptcy, or being a corporation commence to be wound up except for reconstruction purpose 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 stoppage of the work, 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 work 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 the same power which he would have under the last preceding clause if the work had been taken out of the contractor's hands under the clause.</p>	Death/ Bankruptcy to
15.	<p>The Engineer, and his duly authorized representatives, shall have at all reasonable times access the Contractor's premises, and shall have the power at all reasonable times to inspect and examine the materials 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 if the plant was manufactured on the contractor's own premises.</p> <p>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 whatsoever: Provided that, if such notice be not sent to the contractor within reasonable time after the ground 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 test shall be made at contractor's works before shipment.</p> <p>The Contractor shall, if required give the engineer notice of any materials being ready for testing. And the Engineer or his said representative, if so desired shall on giving twenty four hour's previous notice in writing to 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 engineer's Presence and he shall forthwith forward to the Engineer duly certified copies of the tests in duplicate.</p> <p>In all cases where the contractor provides for tests whether at the premises of the contractor or of any sub-contractor, the Contractor except where otherwise specified, shall provide, free of charge such labour, materials, electricity, fuel water, stores apparatus and instruments as may reasonably be demanded to carry out efficiently such test of the, plant in accordance with the Contract and shall give facilities to the Engineer or to his authorized representative to accomplish such testing.</p> <p>If all special tests other than those specified in the contract are required they shall be paid for by the Purchaser a "variation" under clause 12.</p> <p>When the tests have been satisfactorily completed at the Contractor's works the Engineer shall issue a certificate to that effect.</p> <p>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 requisite 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.</p> <p>In case of Contractor requiring electricity for test on site such electricity shall be supplied to the Contractor in the most convenient form available.</p>	<p>Inspection and testing</p> <p>Test at Contractor premises</p> <p>Test on site</p>
16.	<p>The plant of material shall not be forwarded until shipping dispatch instructions shall have been given to the Contractor.</p> <p>Notification of delivery or dispatch in regard to each and every consignment shall be made to the Purchaser immediately after dispatch or delivery. The supplier shall further supply to the consignee a priced invoice and packing account of all stores delivered or dispatched by him. All packages, containers, bundles and loose materials forming part of each and every consignment shall be described fully in the packing account, and full details of the contents of packages and quantity of materials shall be given to enable the consignee to check the stores on arrival at destination.</p>	Delivery of Plant

17.	<p>Suitable access to and possession of the site shall be afforded to the Contractors 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 the plant is taken over.</p> <p>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 may not interfere unnecessarily with the conduct of purchaser's business, but the purchaser shall give the Contractor all reasonable facility for carrying out the work.</p> <p>No person other than Contractor, Sub-contractors 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 work but access to the works shall at all times be accorded to the Engineer and his representatives and other authorized officials or representative of the purchaser.</p> <p>The Contractor shall permit the execution of work by the other contractor or tradesman whose name 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.</p> <p>The purchaser shall provide all the unskilled labor and facility necessary for the execution of work included in the Contract unless otherwise specified.</p>	<p>Access to Site and work on site</p> <p>Only applicable to complete erection contract</p>
18.	<p>All the work shall be carried out under the direction and to the responsible 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 levels and dimensions of the work according to the drawings, notwithstanding that he may have been assisted by the Engineer in setting out the same.</p>	<p>Engineer's supervision Engineer Decisions</p>
19.	<p>In respect of all matters, which are left to decision of the engineer including the granting or withholding of certificates the Engineer shall if required to do, so by the Contractor given in writing a decision thereon and his reasons for such decisions. If the decision is not accepted by the contractor the matter shall at the request of the contractor be referred to arbitrations under the provision for arbitration hereinafter contained, but subject to the right of reference to arbitration such decision shall be final and binding on the Contractor.</p>	
20.	<p>If supervision of erection or complete erection is also include the contract, the Contractor shall employ at least one competent representative whose name or name shall have previously been communicated in writing to the Engineer by the Contractor to supervised the creation of the plant and carrying out to the works. The said representative, or if more than one shall be employed, then one such representative, shall be present on the site during working hours, and any written orders or instructions which the Engineer or his duly authorized representative whose name shall have previously been 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.</p> <p>The Engineer shall be at liberty to object to any representative or person employed by the Contractor in the execution of or other wise about the work who shall in his opinion misconduct himself or be incompetent or negligent and the Contractor shall remove the so subjected to upon receipt of notice from the engineer in writing requiring him to do so and shall have provide in his place a competent representative at the Contractor's expense.</p> <p>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.</p>	<p>Contractors representative and workman</p>
21.	<p>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 any such loss, damage depreciation occurring during such period that the plant is operated by the Purchaser's staff prior to being taken over in accordance with clause 35.</p> <p>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 persons 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.</p> <p>Provided that the Contractor shall not be liable for any loss of profit or loss of Contract on any other claim made against the Purchasers 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 circumstance 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.</p> <p>The Contractor will indemnify and save harmless the Purchaser against all actions suits, claims demands costs or expenses arising in connection with injuries (other than such as may attributable to the Purchaser or hid employees) suffered period 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</p>	<p>Liability for accidents and damage</p>

	<p>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.</p> <p>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 notify thereof and he shall with the assistance, if he so requires, of the Purchaser but at the sole expense of the Contractor conduct all negotiation 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.</p>	
22.	<p>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, through riot, civil commotion war or rebellion, for the full value of the Plant from the time of delivery FOR British Port 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.</p>	Replacement of defective plant or materials
23.	<p>If during the progress of manufacture or supply of plant the engineer shall decide and notify in writing to the Contractor that the Contractor has manufactured any plant or part of plant unsound or imperfect or has supplied any plant inferior in quality to that specified the Contractor on receiving details of such defect or deficiency shall, at his own expense, within such time as may be reasonably necessary for the purpose proceed to after reconstruct, or remove such plant or part of plant. or supply fresh materials up to the standard of the Specification and in case the Contractor shall fail to do so, 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 of all such materials at the contractor's cost provided that nothing in this clause shall be deemed to deprive the Purchaser or affect any rights under the contract which he may otherwise have in respect of deficiencies.</p>	Only applicable to complete erection contract
24.	<p>All cost, damages or expenses which the Purchaser may have paid for which under the contract the contractor is liable may be deducted by Purchaser from any moneys 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.</p> <p>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 Contract made by the Contractor made by the Contractor with the Purchaser.</p>	Deduction from Contract price
25.	<p>(i) Subject to any deduction with the purchaser may be authorized to make under the Contract, to any additions or deductions provided for under clause 12, the Contractor shall, on the certificate of the Engineer, be entitled to payment as follows.</p> <p>(a) Eighty percent of the F.O.R. contract value of the plant in rupees in receipt by the Purchaser of the Contractor's invoice giving the number and date of the railway receipt covering the dispatch 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 dispatched under the said railway receipt and that the Contract value of the said plant so dispatched is not less than the amount entered in the invoice.</p> <p>(b) Ten percent of the F.O.R. contract value of the plant on satisfactory completion of test and taking over of the plant.</p> <p>(c) Ten percent of the FOR contract value of the plant at the end of twelve month from the date of taking over.</p> <p>(d) For the erection of the plant in proportion of 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.</p> <p>(ii) If at the time at which the last installment 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 as represents the cost of making good such minor defects, and any sum so retained shall subject to the provisions of clause 30, become due upon such minor defects being made good.</p> <p>(iii) If the Purchaser desires that the plant or any portion should not be dispatched by the contractor when it is due to dispatch, the contractor shall store such plant or portion at his works and be responsible for all risk. For such storage the Purchaser shall pay to the contractor at a rate to be mutually agreed upon between the parties, but not exceeding 5s (five shillings) per ton per week payable quarterly plus interest at 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 of which the said plant or portion becomes due and is ready for shipment up to the date on which it is actually shipped.</p> <p>25A- In the event of the supplier contractor /company /not being able to supply the materials or to carry out works in accordance with the terms of this contract the Govt. / Purchaser / Owner shall have the right to recover any sums advance in accordance with the clause 25 from the supplier/ contractor / company</p>	Terms of Payment

	and from his/ its assets.	
26.	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 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, 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 materials supplied or work done by a sub-contractor, the total of the net sum paid to the sub-contractor on account of such materials or works and a sum equal to 10 percent of such net sums allowed as Contractor's profit shall be deemed to be the sum used. Note of the works or articles to which such sum of money refers shall be done or purchased without the written order of the Engineer. The Contractor shall allow the sub-Contractors 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 to do so, 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 no previously approved the sub-contractor and/or the material or plant to be supplied.	
27.	<p>(i) 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 and the certificates as to such plant as in the reasonable operation of the 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.</p> <p>(ii) The Engineer may, by any certificate make any correction or modification in any previous certificate, which shall have been issued by him and payment shall be regulated and adjusted accordingly.</p>	Certificate of Engineer
28.	Payment shall be due and payable by the purchaser in accordance with the provisions of clause no. 25 here to 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 under clause (a) of clause 25 unless the amount of such payment represent at least 8% of the total contract value of the plant.	Due date of payment
29.	<p>(i) No certificate of the Engineer on account, nor any sum paid account by the Purchaser nor any extension of time granted under clause 31 shall affect or prejudice 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 done and material manufactured or supplied.</p> <p>(ii) No certificate of the Engineer shall create liability in the Purchaser to pay for any alteration, 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 such against the payment of which he is bound to indemnify the Purchaser nor shall any such certificate not the acceptance by him of any sum paid on account or other wise affect or prejudice the rights of the Contractor against the Purchaser, either under this Agreement or under the law.</p>	Certificate not to effect rights of the purchaser of contractor
30.	The Purchaser shall pay to the Contractor all reasonable expenses incurred by Contractor by reason of suspension of the work of delay in shipment by order in writing of the Purchaser of the Engineer unless such suspension or delay shall be due to some default on the part of the Contractor or Sub-contractor.	Suspension of Works
31.	<p>The time given to the Contractor for the dispatch or delivery 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.</p> <p>In all cases in which progress shall be delayed by strikes, lockouts, fire accidents, 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 dispatch, erection or completion, a reasonable extension time shall be granted.</p>	Extension of time for Completion

32.	If the Contractor shall fail in the due performance of his Contract within the time fixed by the contractor any extension thereof the contractor agrees to accept a redaction of the contract price by half per cent 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 percent of the contact value of such portion of the plant.	Price Reduction Clause
33.	Whenever possible all tests shall be carried out before shipment, should, however, it is necessary for the final test as to performance and guarantee to be held over until the plant is erected at site, they shall be carried out in presence of Contractors representative within one month of completion of erection. If the result of these tests shall not come within the margin specified the test shall, if required, be repeated within one month from the plant is ready for re test, and the Contractor shall re-pay to the Purchaser all reasonable expenses to which he may put up by such tests.	Test completion
34.	If the completed plant or any portion thereof, before it is taken over under clause 35 be found to be defective, or fails to fulfill the requirement of the Contract, the Engineer shall give the Contractor notice setting forth particulars of defects or failure, and the Contractor shall forthwith make the defective plant good, or alter the same to make it comply with the requirement 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 fulfill the requirements of the Contract such requirement 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 condition, In case of such replacement by the Purchaser the Contractor shall be liable to pay 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 provision above mentioned, for such replacement and the Contract 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 reasonable sufficient to enable him to obtain other replacement plant. During the period the rejected plant is used commercially the Contractor shall be entitled to reasonable sum as payment for such use.	Rejection of Defective Plants
35.	Where the specification calls for performance test before shipment and these have been successfully carried out, the plant shall be accepted and taken over when it has been satisfactorily put into operation on site or within one month of its being ready to be put into operation, whichever shall be the earlier and the Engineer shall forthwith issue a taking over certificate. In the event of final or any outstanding tests being held over until the plant is erected such taking over Certificate shall be issued subject to the results of such final or outstanding test shall be carried out in accordance with clause 33.	Taking over
36.	For a period of 24 (twenty four) calendar months commencing immediately 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 the such defective parts as are not overhaulingable at site and are not essential in the meantime to the maintenance in commercial use of the plant, are promptly returned to the Contractor's work at the expense of the Contractor otherwise arranged. If it become necessary for the Contractor to replace or renew any defective parts of the plant under 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 twelve months whichever may be the latter. 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 overhauled or new parts will be delivered in accordance with clause 10. The Contractor shall bear reasonable cost of minor overhauling carried out on his behalf as 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.	Maintenance

37.	<p>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-leave, approval and permission required in connection with regulations and by laws of any local or other authority which shall be applicable by the works.</p> <p>All work shall be executed in accordance with the Indian electricity Rules, 1956 and any statutory modifications thereof wherever applicable unless otherwise agreed to in writing by the engineer.</p>	Regulations of Local Authority
38.	<p>If any dispute difference or controversy shall at any time arise between the contractors on the one hand and the UPCL and the Engineer of the contract on the other touching the contract, or as to the true construction. Meaning and intent or any part or condition of the same or as to the manner of execution. Or as to the quality or description of the payment for the same or as to the true intent, meaning, interpretation construction or effect of the clauses of the contract, specifications or drawings or any of them, or as to any thing 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, of the contract, or as to any claims on account of such breach or alleged breach, or as to obviating or compensating for the commission of any such breach or alleged breach, or as the obviating or compensating for the commission of any such breach, or as to 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 chairman, UPCL or to any other person nominated by him in this behalf and his decision in writing shall be final, binding and conclusive. This submission shall be deemed to be a submission to arbitration within the meaning of the Indian Arbitration Act 1940 or any statutory modification thereof. The arbitrator may from time to time with consent of the parties enlarge the time for making and publishing the award.</p> <p>Upon every or any such reference the costs of an incidental to the reference and awards 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 client or as between party and party and to direct by whom and to whom and in what manner the same shall be borne and paid.</p> <p>Work under the contract shall, if reasonably possible, continue during the arbitration proceedings no payments due or payable by the Board shall be withheld on account of such proceedings. In case of refusal/neglect by such nominee, Chairman UPCL may nominate another person in his place.</p> <p>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 Nainital.</p>	Arbitration
39.	The Contract shall in all respect be construed and operated as a Contract as defined in the Indian Contract Act, 1972, and all payments there under shall be made in rupees unless otherwise specified.	Construction of Contract
40.	The marginal notes to any clause of this Contract shall not affect marginal or control the construction of such clause.	