

**OFFICE OF THE
EXECUTIVE ENGINEER (E&M-I)
LAKHWAR, DAKPATHAR**

INSTRUCTION TO BIDDERS

1. Sealed tenders in two separate parts i.e. (i) Tender Bid Part-I and (ii) Tender Bid Part-II as detailed below, against tender specification no. 06/EE(E&M-I)/LP/2025-26 shall be received up to 16:00 hrs. on 30/09/2025 on prescribed tender form down loaded from UJVNL website “www.ujvnl.com” in any of the following offices:-

- (a) General Manager (E&M), Lakhwar -Vyasi Project, Dakpathar, Dehradun-248125.
- (b) Executive Engineer (E&M-I), Lakhwar Project, Dakpathar, Dehradun-248125.
- (c) Manager (A&S), UJVNL, “Ujjwal”, G.M.S. Road, Maharani Bagh, Dehradun-248006.

Tender shall be opened publicly in the office of Executive Engineer (E&M-I), Lakhwar Project, Dakpathar, Dehradun.

Date of opening of Part (I)- 01-10-2025 at 12:00 Hrs.

Date of opening of Part (II)- 01-10-2025 followed by Part –I.

Note: - The date of opening of part –II (price bid) may be postponed depending upon the requirement of additional time for the proper scrutiny of part -I of the tenders. The intimation regarding the postponement of the date of opening of parts –II shall be given through fax /Email /registered post.

- 1.1. Tenderer should submit Demand Draft for tender documentation/analysis fee (**Rs. 1000.00 + GST @ 18% =Rs. 1,180.00 only**) issued from any nationalized/scheduled bank in India, drawn in favour of General Manager (Civil), Lakhwar Project, Dakpathar & payable at PNB Dakpathar, at the time of submitting the offer in a separate cover, super scribing “Tender documentation fee against tender no. 06/EE(E&M-I)/LP/2025-26 due on 30/09/2025” (the amount is non refundable). If tender documentation/Analysis fee is not found in order, tender of the concerned firm shall not be opened.
- 1.2. Tender Bid Part-I Tenderer must clearly mention on the top of the envelope ‘Tender Bid Part-I, against Tender specification no. 06/EE(E&M-I)/LP/2025-26 due on 30/09/2025. Tender bid Part-I must contain following:-
- a) Tender documentation fee as mentioned in 1.1 above.
 - b) EMD/Bid security amounting to **Rs. 72,000.00 (Rs. Seventy Two Thousand Only)** in the form of CDR/FDR/BG of any nationalized/scheduled bank in approved format duly pledged in the favour of General Manager (Civil), Lakhwar Project, Dakpathar, having *validity of not less than 12 months*.
 - c) Tender Form duly filled in.
 - d) Agreement of validity on non-judicial stamp paper of Rs.100/- plus revenue stamp of Rs. 1/-
 - e) Questionnaire duly filled in.
 - f) Form of guarantee for earnest money deposit, if applicable.
 - g) Duly filled “Downloading Application form” in original.

- (h) Affidavit regarding any litigation or arbitration during the last five years in which the Bidders is involved, the parties concerned, the disputed amount, and the matter on non-judicial stamp paper of Rs. 10/- plus revenue stamp of Rs. 1/-
- (i) Affidavit regarding firm is not blacklisted by any organization on non-judicial stamp paper of Rs. 10/- plus revenue stamp of Rs. 1/-
- (j) Affidavit regarding correctness of all information furnished with the bid documents on non-judicial stamp paper of Rs. 10/- plus revenue stamp of Rs. 1/-
- (k) Affidavit regarding firm shall comply the labour license as well as the other statutory requirements required for executing the work on non-judicial stamp paper of Rs. 10/- plus revenue stamp of Rs. 1/-
- (l) Affidavit regarding no relatives are working in the UJVNL on non-judicial stamp paper of Rs. 10/- plus revenue stamp of Rs. 1/-

Note:- Separate Affidavits must be submitted of Sl. No. 1.2 (h), (i), (j), (k) and (l). Failure to produce the certificates shall make the bid non-responsive.

- 1.3. Tender Bid Part-II Tenderer must clearly mention on the top of the envelope 'Tender Bid Part-II against Tender specification no. 06/EE(E&M-I)/LP/2025-26 due on 30/09/2025. It must contain price bid only.
2. At first tender Part-I shall be opened in presence of the representative of the contractor and the representative of this office. In case duly filled Down Loading Application Form & Earnest Money are not found in Tender bid Part-I, Tender bid Part-II shall not be opened.
3. No telegraphic tender shall be accepted.
4. No extension in due date of tender shall be allowed/granted.
5. Unsealed tenders shall not be accepted.
6. Purchaser reserves the right to accept or reject any tender irrespective of the order of prices and also of accepting or rejecting whole or any particulars portion of tender as he may think fit without assigning any reasons there of.
7. Tenderers are requested to go through the terms and conditions of standard contract 'form-A/B' annexed herewith, which shall be applicable.
8. The purchaser may, if required, revise or amend the specifications and conditions. Such revisions or amendment will be communicated to the tenderers, if considered necessary before opening the tender.
9. Tenders shall be valid for a period of **90 days** from the date of opening of tenders. Tenders without validity less than this shall be rejected.
10. The cost of tender documentation and analysis fee is non-refundable.
11. Tenders submitted by parties who have not down loaded the tender specification shall not be considered.
12. Tenderer shall ensure that there is no relative working in the Nigam.
13. Tenders with incomplete information on tender Performa shall be rejected.

14. The prices offered should be firm in all respect & should be FOR, Dakpathar, Dehradun.
15. The purchaser shall not be responsible for any damages to men/material during transit, work etc. The tenderers shall be responsible for such losses and the same shall be recouped immediately by tenderer without waiting settlement of claims with insurance, railways etc. The lodging of claims with insurance/railway etc. shall be done by the tenderer.
16. Successful tenderers shall be required to deposit requisite amount of security as per Form-A/B, annexed herewith.
17. Successful tenderers may be required to pay the charges of vetting of the contract documents, if required.
18. Tenderers should note that material/equipment/works shall be erected at Dakpathar, Lakhwar, Vyasi, etc region.
19. No joint venture, consortium shall be allowed.
20. The Tenders shall supply complete Mechanical and Electrical drawings of the equipment along with their tenders and also brief write-up/pamphlet to explain the working of equipment offered, if required.
21. Tender shall quote prices giving the following details (as per the requirement):-
 - (i) GST, if required.
 - (ii) Any other taxes, if required.
 - (iii) Freight and insurance, if required.
 - (iv) Prices F.O.R. Lakhwar, Dakpathar, Dehradun.Otherwise it shall be assumed that quoted prices includes all the taxes etc.
22. Tenderers are requested to go through the technical specifications and the general conditions of Form-‘A/B’ very carefully in addition to the instructions mentioned herein before filling in the tender proforma.
23. In case date of receipt and/ or opening of tender happen to be holiday then the tender will be received and/ or opened on the very next working day at the same time.
24. Tenderers are advised to inspect the plant/equipment before quoting rates on his own cost.
25. Tenderers without completing above formalities will not be accepted and will be rejected outright.
26. Tender document must be submitted in original as downloaded **duly signed on each page** by the tenderer. The Photo copy of down loaded tender document will not be accepted in any case and in such event, the tender will be rejected.
27. The duly filled and signed “Application down loading form” which has been used by the vendor for down loading the tender document from website is to be submitted in original (as down loaded) along with the tender document. **If this application form is not submitted in original with the tender, it will be summarily rejected.**
28. It will be the responsibility of Prospective bidders to ensure the use of complete tender documents available on website.

29. The down loaded tender document will be considered fully and legally valid for participation in the tender process.
30. Those prospective bidders who download the tender document will intimate the tender issuing office about its downloading and it is the responsibility of the tender issuing office that they will directly intimate the tenderers for any alteration in the tender documents (besides issuing the corrigendum).

31. Pre-qualification of tenderer:

To qualify for award of contract each bidder should also fulfil the following criteria:-

- (A) Registration with GST, ESI, EPF & PAN authority, copy of same should be enclosed.
- (B) The contractor should have electrical license; copy of same shall be submitted. In case the license is under renewal, its documentary evidence shall also be considered for evaluation.
- (C) **On Particular Experience:**

Experience of having successfully completed similar works during last 07 years ending last day of the month previous to the one in which bids are invited should be either of the following:-

- (i) 3 similar completed works each costing not less than the amount equal to 40% of the estimated cost.
- Or
- (ii) 2 similar completed works each costing not less than the amount equal to 50% of the estimated cost.
- Or
- (iii) 1 similar completed work each costing not less than the amount equal to 80% of the estimated cost.

The gross value of the past order / agreement from any Govt. Deptt./PSUs only shall be considered for the evaluation of experience. The same shall be enclosed. Without this the bid shall be evaluated on its own merit.

Definition of Similar Work:

Annual Maintenance Contract related to 33 KV or above overhead transmission lines and/or repairing & overhauling of 33 KV or above overhead transmission lines.

(D) Financial Capacities:

- (i) Average annual financial turnover during the last 3 years, ending 31st March of the previous F.Y., should be at least 30% of the estimated cost.
- (ii) Financial standing shall be established through income tax return or income tax assessment order, annual report (Balance Sheet and Profit & Loss account) of last 3 years. Balance sheet etc must contain UDIN Number. Without this the bid shall be evaluated on its own merit.

**Signature's of Tenderer
with seal**

TENDER FORM

Tender for _____

_____.

Name of Tenderer _____

To,

Dear Sirs,

With reference to your invitation to tender for the above I/We the undersigned, hereby offer to the UJVN Limited. (Purchaser), the items in the schedule of prices and deliveries annexed or such portion there of as you may determine, strictly/ in accordance with the annexed conditions of contract Form-A special conditions of contract, specification, guarantee/performance and schedule of rates to the satisfaction of the purchaser or in default there of forfeit and pay to the purchaser the sum of money mentioned in the said condition.

The rates quoted are inclusive prorate and in full satisfaction of all claims. A sum of Rs. _____ is hereby forwarded as detailed below as earnest money, the full value of which shall be retained by the purchaser on account of security deposit as specified in clause-3 of the said conditions of contract Form-B.

Details of earnest money deposited:

Yours faithfully,

Signature's of Tenderer(s) in full.

Details at _____ day of _____

Witness:

1. Signature _____

2. Name _____

3. Occupation _____

4. Full address _____

**To be furnished by the Tenderer on non-judicial stamp paper of Rs.100/-
(Rs. One hundred only) plus revenue stamp of Rs.1-)**

AGREEMENT FOR VALIDITY

1. Tender invited by _____
2. Tender for _____
3. Tender Notice No. and date _____
4. Name of Tenderer _____

In consideration of UJVN Limited. having treated the tenderer to be an eligible person whose tender may be considered, the tenderer hereby agree to the conditions that the proposal in response to the above invitation shall not be withdrawn within 90 days from the date of opening of the tender, also to be the conditions that if thereafter the tenderer does withdraw his proposal within the said period, the earnest money deposited by him may be forfeited to the UJVN Limited. in the discretion of the letter.

Signed this _____ day of _____

Witness:

1. _____
2. _____

**Signature's of Tenderer
with seal**

QUESTIONNAIRE

(To be filled by the Tenderer)

IMPORTANT INSTRUCTIONS FOR TENDERER:

Your tender is liable to be rejected if you fail to submit the proforma duly filled in. Replies should be clear without ambiguity and should be clearly written against each item:

<ol style="list-style-type: none">1. Specification no. against which you have tendered.2. Receipt no. and date by which cost of tender specification was deposited by you.3. Have you deposited earnest money? Please give reference.4. Have you submitted tender form duly filled in?5. Do you agree to all the conditions of the tender specification and if not state the deviation clearly which you would desire in the General conditions of contract Form-A/B. It will be at the discretion of the corporation to accept or reject the deviation proposed.6. Please state clearly if you would agree to under taken the work in case the deviations desired by you in clause (5) above are not accepted to the corporation.7. Give the two references who can certify your financial status and capability to undertake such works.8. Do you confirm that there are no telegraphically errors/omissions in your tender and all other documents fixing paste of the tender?9. What is the validity period of your tender? Have you submitted the agreement of validity on non-judicial stamp paper of Rs. 100/- as per our prescribed proforma (as per page no.-5).10. Do you agree to furnish 10% bank guarantee towards security deposits, if the order is placed on you.11. Do you agree to rectify the defects in the plant that may developed on work arising solely from faulty material or workmanship during the required performance guarantee period commencing from the date of completion of work/supply.	ANNEXED
---	---------

<p>12. Is the quoted prices for each items are firm and firm in all respect, (Tender with conditional or variable prices will be rejected outright).</p> <p>13. Please state that you would not claim any other charges above the prices quoted by you on any account.</p> <p>14. Have you enclosed income tax clearance certificate for the last three years?</p> <p>15. Please state whether all the terms and conditions of department and specification of department are read by you carefully and contents of the same are clear to you?</p> <p>16. Certificate that they are not being black-listed in any Govt. Department.</p> <p>17. Are you registered with the sales tax department? Current and valid sales tax registration no. may please be intimated.</p> <p>18. Have you personally seen the site before quoting the rates?</p> <p>19. Whether any relative of officers/employee of Nigam is enrolled in your establishment?</p>	
--	--

**Signature's of Tenderer
with seal**

TECHNICAL SPECIFICATION FOR ANNUAL MAINTENANCE CONTRACT FOR 33 KV, 11 KV FEEDERS & LT LINES OF LAKHWAR MULTI PURPOSE PROJECT, DAKPATHAR, DEHRADUN THROUGH OPEN TENDER SPECIFICATION NO. 06/EE(E&M-I)/LP/2025-26

Scope of work:

The work scope shall consist of annual maintenance contract (AMC) of 03 Nos. 33 KV feeders (02 Nos. energized & 01 No. under shutdown/breakdown condition) emerges from Dhakrani Power House to Lakhwar substation, 11 KV & L.T. lines at various places as Hathiyari, Juddo, Lakhwar underground power house, etc places which includes laying-stringing-sagging with hoisting of disc insulators, disc fitting, pin insulators, jumpering, fixing of clamps etc of the loosened/break/damaged conductor spans complete in all respect, cleaning/looping & chopping of jungle, erection of single pole (SP), double pole (DP), triple pole (TP) & four pole (FP) as per the requirement with the help of earth works, masonry works etc and then fixing of top channel, cross arm, clamps, earth wires, etc with the help of skilled man power, T&P items, etc including winding of 33 KV & 11 KV indoor and outdoor cable jointing kit as per the requirement for proper completion of works as per the following technical details-

(A) Works and Man Power:

The bill of quantities/man power which shall be covered in annual maintenance contract is as follows-

<u>Sl. No.</u>	<u>Work Description</u>	<u>Quantity/Numbers</u>
1.	Providing services of 01 for Electrician for 33 KV & LT Lines, street light fittings, etc. works of Lakhwar project including arrangement of T&P, man power etc for proper completion of works (as per the technical specifications)	12 Jobs
2.	Providing services of 01 No. Lineman for 33 KV & LT Lines, street light fittings, etc. works of Lakhwar project including arrangement of T&P, man power etc for proper completion of works (as per the technical specifications)	12 Jobs
3.	Providing services of 01 No Patrol man for 33 KV & LT Lines, street light fittings, etc. works of Lakhwar project including arrangement of T&P, man power etc for proper completion of works (as per the technical specifications)	12 Jobs
4.	Providing services of 04 Nos. skilled helpers for 33 KV & LT Lines, street light fittings, etc. works of Lakhwar project including arrangement of T&P, man power etc for proper completion of works (as per the technical specifications)	12 Nos
5.	Providing services of 01 No. Lineman for 33 KV & LT Lines, street light fittings, etc. works of Lakhwar project including arrangement of T&P, man power etc for proper completion of works (as per the technical specifications)	30 Days
6.	Providing services of 04 Nos. unskilled mazdoor for the works on 33 KV & LT Lines of Lakhwar project as per the requirements for proper completion of works (as per the technical specifications)	30 Days
7.	Erection of steel tubular or rail pole strut in cement concrete 1:3:6 (1cement : 3 coarse sand : 6 graded stone aggregate 40 mm nominal size) foundation including excavation and	12 Nos

	refilling and secured with holding clamps, bolts, nuts, etc. as required (as per the technical specifications).	
8.	Providing and laying in position cement concrete of specified grade excluding the cost of shuttering- All works up to the plinth level 1:3:6 (1 cement:3 coarse sand (zone-III): 6 graded stone aggregate 40 mm nominal size) etc as required (as per the technical specifications)	20 Cum
9.	Tools & Tackles Charges for proper completion of works (as per the technical specifications)	12 Months

Duties of Engaged Man Power:

1. They will work directly under the Control of the J.E (E&M-I) under the overall supervision of Executive Engineer (E&M-I), Lakhwar Project and shall take and obey instruction from officers as and whenever required.
2. Physical checking of the fuses, etc of 33 KV, 11 KV Lines and various LT circuits, etc. for proper & un-interrupted functioning.
3. Proper Lopping/ chopping /trimming of trees, plants, creepers, vines etc. & clear the right of way near & under of the line up to near 8 fit distance from the line & pole structure.
4. Frequent patrolling of lines.
5. Work on lines, poles etc. as laying-stringing-sagging with hoisting of disc insulators, disc fitting, pin insulators, jumpering, fixing of clamps etc of the loosened/break/damaged conductor spans complete in all respect, erection of single poles as required with the help of earth works, masonry works etc and then fixing of top channel, cross arm, clamps, earth wires, etc as and whenever required for proper & timely completion of works.
6. Replacement of street light, etc. works as per the requirement.
7. Winding of 33 KV & 11 KV indoor & outdoor cable jointing kits as and when required for proper completion of works.
8. Any other work assigned to him by concern AE/JE (E&M-I) and / or other officers from time to time or other miscellaneous works under the control of this office which are not specifically mentioned above but are part of duty/maintenance of Lines.
9. They may also be engaged in the other maintenance works related to lines, street light, etc as per the instruction of concern AE/JE of Lakhwar Project.
10. They shall keep proper contact with concern AE/JE of Lakhwar Project.
11. They will start any work after getting confirmation of shut down from concern AE/JE of Lakhwar Project only.
12. The number of engaged man power may vary but not more than as mentioned in above table, if not required. This shall be informed to the contractor in 15 days advance by the Engineer of contract.
13. The man power mentioned at Sr. no. 5 & 6 in above table shall be utilized as per the requirement in case of heavy fault in which more persons are needed to rectify the same.

(B) Technical Specifications:

The work shall include primarily following-

1. Maintenance of Manually Operated (TPMO) switches, as & when required.

2. Physical checking of the fuses, etc of 33 KV, 11 KV Lines and various LT circuits, etc. In case of fault, concern Assistant Engineer/Junior Engineer shall be informed for the same. Burnt fuses, etc shall be replaced immediately after taking shut down by concern Assistant Engineer/Junior Engineer of Lakhwar Project.
3. Proper Lopping/ chopping /trimming of trees, plants, creepers, vines etc & clear the right of way near & under of the line up to near 8 fit distance from the line & pole structure. The cleaning shall be carried out approx. 12 times in a year or as per the requirement in a year.
4. Maintenance of LT Lines including replacement of insulator, replacement of light fitting, luminaries etc works for proper functioning of the same. The works shall be carried out at the time of requirement within the contract period.
5. Maintenance of 33 KV, 11 KV & various LT lines including replacement of damage insulator, gun, clamps, earth wire, etc for proper completion of work.
6. Proper patrolling of 33 KV, 11 KV & LT Lines time to time (minimum 04 times in a week) to check the healthiness of the lines/feeders.
7. Checking of All TPMO time to time.
8. In case of fault, laying, stringing, sagging of 3 phase loosened/break/damaged conductor, earth wire, hoisting of disc insulator, disc fitting, jumpering and fixing of clamp etc. complete in all respect for proper completion of the work. The works shall be carried out strictly to confirming to Indian Electricity Rule & latest standards.
9. In case of fault, dismantling & erection of damaged 33 KV, 11 KV & LT poles by earth works in excavation for pole foundation, CC 1:3:6 for grouting the pole, back filling ramming. Fixing of top channel, cross bracing, belt, earth wire clip etc. welding of jointed poles at sites, making holes at existing/new poles at site if required for proper completion of the work. The works shall be carried out strictly to confirming to Indian Electricity Rule & latest standards.
10. In case of fault on feeders, etc, the contractor shall ensure to start the works in minimum possible time with the help of skilled man power & T&P items after getting information from Engineer of Contract/AE/JE. Also the work of fault rectification shall be carried out round the clock (as per the possibilities) and for that T&P items along with lightening arrangement etc. shall be arranged by the contractor at own cost.
11. Winding of 33 KV & 11 KV indoor & outdoor cable jointing kits as and when required for proper completion of works.
12. In case of fault, the works shall be started positively at 7:00 AM during summer, rainy, spring & autumn season & during winter season the works shall be started positively at 8:00 AM. If the contractor shall not start the works in minimum possible time after getting intimation, a penalty @ Rs. 1000/- per hour shall be deducted from the bill. This deduction shall be extra from the penalty as mentioned in the special condition of contract.
13. In estimation, hiring/engaging of additional 01 Nos. linemen for 10 days & hiring/engaging of 04 Nos. un-skilled mazdoor have been considered. They shall be used only as per the requirement and payment shall be made accordingly.
14. Also in estimation, some RCC works has been considered. This shall be utilized in erection of poles as per the requirement and payment shall be made accordingly.
15. The person engaged for 365 days, shall signed daily in a register kept with Concern JE/AE. If a person not present for any day, the payment shall be deducted accordingly.

Note:

1. The Contractor shall provide minimum 01 Nos highly skilled Electrician, 01 No highly skilled Lineman, 01 No Petrol man and 04 Nos Skilled Helpers for AMC of 33kV, 11 kV Feeders and LT Lines of Lakhwar Project for 12 Months.
2. If Contractor fails to provide above mentioned minimum number of man power, then amount of absent man power shall be deducted from contractor's bill as per minimum wages of Uttarakhand and penalty of Rs 500.00 per person/day shall be impose in addition to above deduction.
3. The arrangement of man-power, T&P items, transportation etc. for proper completion of work shall be under the scope of contractor at own cost.
4. It shall be contractor's responsibility to provide safety items to workmen for safe and proper execution of work in all weather conditions under contract. All safety items like BIS approved Safety Gloves, Safety Shoes, Gumboots, Rain Coats, Heavy Duty Good quality Torches with cells, first aid box, meggar-1kv, 2kv, Bamboo ladder, Sisal Rope, Leather Safety Belt, Max Pole, Copper Earth Chain of standard length, Screw Driver (o/s), cutting pliers, hacksaw , Spanner (o/s), pulley single & double sleeve (o/s), etc required for the maintenance of 33 KV & LT lines i.e. all outgoing lines. It shall be contractor's responsibility to ensure safety of his map power during works on lines/feeders.
5. All consumables shall be provided by UJVN Limited free of cost to the contractor.
6. During fault, works shall be started in minimum possible time to restore the supply in minimum possible time. If required, the work shall be carried out round the clock.
7. It will be the responsibility of the contractor to ensure the uninterrupted supply by feeders as mentioned along with the works related to street light, illuminations etc.

**Signature's of Tenderer
with seal**

SPECIAL CONDITIONS FOR ANNUAL MAINTENANCE CONTRACT FOR 33 KV, 11 KV FEEDERS & LT LINES OF LAKHWAR MULTI PURPOSE PROJECT, DAKPATHAR, DEHRADUN THROUGH OPEN TENDER SPECIFICATION NO. 06/EE(E&M-I)/LP/2025-26

These special conditions shall be read and construed along with a general conditions of the contract **Form–A/B** as modified by the provisions hereof but if there be any conflict or inconsistency between the provisions hereof and these conditions in general conditions of **Form–A/B**, these special conditions shall prevail.

1. **SCOPE OF WORK:**
The scope of work shall be as per the technical specifications.
2. **DATE OF START:**
The date of start of above works shall be as per LOA/Agreement.
3. **DATE OF COMPLETION:**
The works under the contract shall have to be carried out for one year from the date of start.
4. **LEVY OF PENALTY:**
In case bidder fails to complete the work within stipulated period of time then penalty @1/2 % per week subject to maximum of 10 % of order value shall be imposed on the bidder.
5. **DAMAGE TO THE NIGAMS EQUIPMENT/PROPERTY:**
The contractor shall be responsible for any damage to the Nigam's equipment/property by the negligence of the staff engaged by him and in that case the cost will be recovered from the contractor.
6. **ACCIDENT/DEATH OF WORKER:**
In case of accidents, the contractor will be responsible for payment of accidental benefit and other compensation as per labour law/factory act. If the contractor fails to pay such charges, the Nigam may deduct such charges from the contractor's bill and payment will be made.
7. **INSURANCE OF WORKERS:**
The insurance of the persons engaged by the contractor shall be carried out by him as per factory act and workmen's compensation act. The copy of same may be asked to submit. The contractor shall ensure for proper shutdown from concern AE/JE before start of work. Nigam will not be responsible for any compensation whatsoever in case of accident/death etc.
8. **LABOUR LICENCE:**
The contractor shall have labor license for execution of work as per existing rules, if required.
9. **PERMISSION FOR ENTERING IN THE POWER HOUSE PREMISES:**
The contractor shall obtain permission card for himself and Engineer, workers etc. to enter in the UJVN Limited premises for execution of work and shall ensure to make identity cards of workers etc from UJVN Limited authority. The works shall start only after confirmation of shutdown from concern AE/JE.
10. **SUPPLY OF TOOLS AND PLANTS:**
The contractor shall make his own arrangement for ordinary and special T&P at own cost.
11. **CONSUMABLES:**
As per technical specification for proper completion of work.
12. **INSURANCE OF ITEMS:**
The items required to carry out to site or from site, insurance and indemnity bond shall be under the scope of contractor at own cost. Items/materials shall allow dispatching from site of UJVN Limited only after presenting insurance & indemnity bond in front of Engineer-In-Charge.
13. **REJECTION OF MATERIAL:**

If the material supplied by contractor found defective / not suitable in use Engineer-In-charge shall either reject the material/ equipments or request the contractor in writing to rectify / replace the same.

14. **GUARANTEE:-**

The contractor shall deposit **10% work security/performance security** of the value of order/contract at the time of agreement against work security/performance guarantee. The CDR/FDR/BG shall be pledged in favour of General Manager (Civil), Lakhwar Project, Dakpathar and shall remain with him up to the work completion period. After that it shall be release on the request of the contractor.

Additional bank guarantee shall also be deposited by the contractor along with work security/performance security as described below –

- a. **Up to 5% below to the estimated cost:** No additional performance guarantee.
- b. **From 5% to 15% below the estimated cost:** An additional performance guarantee of 10% of the estimated cost of items i.e. tender value.
- c. **For more than 15% below the estimated cost:** An additional performance guarantee of 15% of the estimated cost of the items i.e. tender value.

It shall remain up to work completion period.

15. **TERMINATION OF CONTRACT:**

The contract can be terminated at any time in case it is found that the work is not being carried out up to the satisfaction of Engineer-in-charge. Under such circumstances the complete work will be got done through any other agency and all such expenditure will be debited to the contractors account. For such cases, 15 days advance notice shall be serve/given to the contractor.

16. **TRANSPORTATION OF MEN AND MATERIAL:**

The contractor will make his own arrangement for transportation of his man and materials/T&P items etc. to work site as per the direction of Engineer-in-Charge. Site storage facility (open space) will be provided to the contractor's account. If any damages occurs during transportation/loading/unloading that shall be rectified by the contractor at own cost.

17. **INCOME TAX:**

Income tax as per rule applicable shall be deducted from the contractor's bill.

18. **TAXS/GST:**

Taxes/GST shall be deducted/paid from/to the contractor's bill as per existing rules of tax department issued from time to time, if applicable.

19. **ACCOMODATION:**

The department shall provide accommodation, if available on rental basis. If accommodation is provided, contractor has to take electricity connection from UPCL and pay charges to UPCL as per the reading of energy meters. If contractor fails to pay electricity charges, the same shall be deducted from contractor bill.

Suitable space for keeping T&P within the premises shall be provided to the contractor without any charge.

20. **PAYMENTS:**

Running payments on monthly basis shall be made after satisfactorily completion of partial works on the basis of invoice raised & submitting the EPF deposit details of labour hired/engaged by the contractor. Without EPF, the payment shall not be made. The contractor shall ensure to comply EPF rules.

21. **PRICES:**

The prices must be firm and firm in all respect and shall be on F.O.R Dakpathar basis. No escalation of rates over the finally accepted rates for execution of the work/supply shall be

allowed during the Contract period. ***Contractor/firm should quote details of different taxes in the price bid.*** The estimated cost is inclusive of transportation etc.

22. **NOTICE TO THE CONTRACTOR:**

Any notice to be given to the contractor may as the purchaser thinks to fit, be posted to his address or delivered to his duly authorized & representative and such proof of posting as acknowledgement shall be deemed to have acknowledged and the contractor will have to comply the same as per rules 24.

23. **COMPLETENESS OF CONTRACT:**

All fittings, accessories or apparatus which may not have been specifically mentioned in the specification but which are necessary for successful completion of the work shall be deemed to be included in this contract and the work shall be completed without any extra charge by the contractor.

24. The essence of contract is to minimize the downtime of equipments/lines etc in order to provide uninterrupted power supply to Lakhwar-Vyasi Project. Thus contractor shall endeavor for round the clock work (as possible) for minimizing down time of equipments/lines etc covered under the scope of contract.

25. All the necessary test shall be carried out before handing over to the satisfaction of Engineer-in-charge. However even after successful testing the contractor will continue to be responsible for the repair etc. of the parts/equipment/components during guarantee period.

26. **FIRE:**

All the works to be carried out under the contract, makes it utmost essential to make protective measures against fire hazard and accidents.

27. Any delay in completion of work beyond the schedule date, beside the penalty levied in terms of **Form-A/B** will be treated as unsatisfactory performance of the firm and may be taken into account for deciding subsequent contract under UJVNL.

28. Slippage of any activity will be viewed as unsatisfactory performance of the contractor and will be accounted for as loss of capitalization for the value as mentioned in the penalty clauses.

30. The contractor will observe all rules and regulation of factory act, labour act; compensation act, safety rules and other relevant act/rules which currently applicable. The contractor shall ensure to pay minimum wages to his labour as per Order No. 289 /VIII-I/24-228(Shram)/2001-Part-II, and OM No. 319/VIII-I/24-228 Shram/2001/Part-II dated 22 March 2024 of Shram Anubhag of Government of Uttarakhand.

31. In case of any dispute during execution of work/supply the decision of Chairman of UJVNL Ltd. or any other person nominated by him on his behalf, shall be final, binding and conclusive. All disputes arising out of touching or relating subject matter of the agreement shall be subjected to the jurisdiction of local courts of Vikasnagar and High court of Judicature at Nainital only.

32. The contract can also be made terminate/foreclose triggered on account of order from court/Govt. of India ("GOI") and/or Govt. of Uttarakhand ("GOU").

33. Variation clauses as per the Nigam orders may be applicable if required in the interest of Nigam.

34. The whole works shall be awarded to a single bidder on overall lowest basis.

35. All scarp materials shall be the property of UJVNL.

36. **Contractor shall adhere EPF scheme 1952 in totality.**

For engaging any of the man power/contractual labour, contractor shall submit their PF deductions/contributions as per the performa attached with tender documents which includes labour name, PF ways month wise, employer share, employee share, total PF deposit etc. at the time of submission of bills. In case of non-submission of details, payment shall not be made.

**Signature's of Tenderer
with seal**

SCHEDULE OF QUANTITY & PRICES FOR ANNUAL MAINTENANCE CONTRACT FOR 33 KV, 11 KV FEEDERS & LT LINES OF LAKHWAR MULTI PURPOSE PROJECT, DAKPATHAR, DEHRADUN THROUGH OPEN TENDER SPECIFICATION NO. 06/EE(E&M-I)/LP/2025-26

Sr. No.	Item description	Unit	Qty.	Rate (Rs.)	% Rate of GST/ tax	Total Amount without taxes (Rs.)
1.	Providing services of 01 for Electrician for 33 KV & LT Lines, street light fittings, etc. works of Lakhwar project including arrangment of T&P, man power etc for proper completion of works (as per the technical specifications)	Job/ month	12			
2.	Providing services of 01 No. Lineman for 33 KV & LT Lines, street light fittings, etc. works of Lakhwar project including arrangment of T&P, man power etc for proper completion of works (as per the technical specifications)	Job/ month	12			
3.	Providing services of 01 No Patrol man for 33 KV & LT Lines, street light fittings, etc. works of Lakhwar project including arrangment of T&P, man power etc for proper completion of works (as per the technical specifications)	Job/ month	12			
4.	Providing services of 04 Nos. skilled helpers for 33 KV & LT Lines, street light fittings, etc. works of Lakhwar project including arrangment of T&P, man power etc for proper completion of works (as per the technical specifications)	Job/ month	12			
5.	Providing services of 01 No. Lineman for 33 KV & LT Lines, street light fittings, etc. works of Lakhwar project including arrangment of T&P, man power etc for proper completion of works (as per the technical specifications)	Days	30			
6.	Providing services of 04 Nos. unskilled mazdoor for the works on 33 KV & LT Lines of Lakhwar project as per the requirements for proper completion of works (as per the technical specifications)	Days	30			
7.	Erection of steel tubular or rail pole strut in cement concrete 1:3:6 (1cement : 3 coarse sand : 6 graded stone aggregate 40 mm nominal size) foundation including excavation and refilling and secured with holding clamps, bolts, nuts, etc. as required (as per the technical specifications).	Each	12			
8.	Providing and laying in position cement concrete of specified grade excluding the cost	Cum	20			

	of shuttering- All works up to the plinth level 1:3:6 (1 cement:3 coarse sand (zone-III): 6 graded stone aggregate 40 mm nominal size) etc as required (as per the technical specifications)					
9.	Tools & Tackles Charges for proper completion of works (as per the technical specifications)	Month	12			
	Total in Rs.					
Amount in Words, excluding all taxes: Rs.						

**Signature's of Tenderer
with seal**

FORM 'A'

General Conditions for the Supply of Plant and Execution of Works in the UJVN Limited

1. Definition of Terms

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

The "Purchaser" shall mean the UJVN Limited, and shall include his successors and assigns.

The "Contractor" shall mean the tenderer whose tender shall be accepted by the Purchaser and shall include such Tenderer's heirs, legal representatives, successors and assigns.

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

The "Engineer" shall mean the officer placing the order for the work with the Contractor and such other officer as may be duly authorized and appointed in writing by the Purchaser to act as Engineer for the purposes of the contract and in case where no such officer has been so appointed the Purchaser or his duly authorized representative.

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

The "Contract" shall mean and include the General Conditions, Specifications, Schedules, Drawings, Form of Tender, Covering letter, Schedule of Prices or the final General Conditions, Specification and Drawings and the Agreement to be entered into under clause 3 of these General Conditions.

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

The "Site" shall mean the site of the proposed work as detailed in the Specification or any other place where work is to be executed under the Contract.

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

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

"Month" shall mean calendar month.

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

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

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

2. Contractor to inform himself fully

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

3. Contract

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

The charges in respect of vetting and execution of the contract document shall be borne by the contractor. The contractor shall be furnished with an executed stamped counterpart of the agreement. The import license fee will, in each case, have to be paid by the contractor. Import license may have to be taken in the purchaser's name.

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

4. Contract Drawing

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

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

Within a reasonable period of the notification by the Engineer to the Contractor of his approval of such drawings, three sets, in ink or tracing cloth or 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 "Contract drawings".

These drawings when so signed shall become the property of the Purchaser and be deposited with the Engineer, and shall not be departed from in any way whatsoever except by the written permission of the Engineer, as hereinafter provided. During the execution of the works, one of the sets of drawings shall be available for reference on the site.

In the event of the Contractor desiring to possess a signed set of drawings, he shall supply four sets instead of three sets and in this case the Engineer shall sign the fourth set and return the same to the Contractor. The contractor, if required by the Engineer, shall supply in addition copies of any drawing other than shop drawings which may reasonably be required for the purpose of the Contract and may make a reasonable charge for such copies.

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

5. Mistakes in Drawings

The contractor shall be responsible for and shall pay for any alterations of the work due to any discrepancies, errors or omissions in the drawings and other particulars supplied by him, whether such drawings or particulars have been approved by the Engineer or not, provided that if such discrepancies, errors or omissions are due to inaccurate information or particulars furnished to the Contractor by the Engineer any alterations in the work necessitated by reasons of such inaccurate information of particulars shall be paid for by the Purchaser. If any dimensions figured upon a drawing or a plan differ from those obtained by scaling the drawing or plan the dimensions as figured upon the drawing or plan shall be taken as correct.

6. Subletting of Contract

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

7. Patent Rights

In the event of any claim or demand being made or action being brought against the Purchaser for infringement or alleged infringement of Letters patent, in respect of any machine, plant, work or thing used or supplied by the contractor under this Contract or in respect of any method of using or working by the Purchaser of such machine, plant, work or thing, the Contractor will indemnify the Purchaser against such claim or demand and all costs and expenses arising from or incurred by reasons of such claim of demand PROVIDED THAT the purchaser shall notify the Contractor immediately any claim is made and that the Contractor shall be at liberty, if he so desires, with the assistance of the Purchaser, if required but at the Contractor's own expense, to conduct all negotiations for the settlement of the same or any litigation that may arise there from and PROVIDED THAT no such machine, plant, work or thing shall be used by the Purchaser for any purpose or in any manner other than that for which they have been supplied by the Contractor and specified under this Contract.

8. Quality of materials

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

9. Packing

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

10. Delivery

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

11. Fencing and lighting for works other than transmission lines

Except as hereinafter provided the purchaser shall, unless otherwise specified, be responsible for the proper fencing, guarding, lighting and watching of all works other than transmission lines comprised in the Contract and for as the proper provision of temporary roadways, footways, guards and fences as far as the same may be rendered necessary by reason of the work for the accommodation and protection of foot passengers or other traffic and of the owners and occupiers of adjacent property of the public.

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

For all works

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

12. Power to vary or omit work

No alterations, amendments, omissions, additions, suspensions or variations of the work (hereinafter referred to as "Variations") under the Contract as shown by the contract drawings or the Specifications shall be made by the Contractor except as directed in writing by the engineer, but the Engineer shall

have full power, subject to the provision hereinafter contained, from time to time during the execution of the Contract by notice in writing to instruct the Contractor to make such variations without prejudice to the Contract, and the Contractor shall carry out such instructions, and be bound by the same conditions, as far as applicable, as though the said variations occurred in the specification. If any suggested variations would, in the opinion of the contractor, if carried out, prevent him from fulfilling any of the obligations or guarantees under the Contract, he shall notify the Engineer thereof in writing, and the Engineer shall decide forthwith whether or not the same shall be carried out, and if the Engineer confirms his instructions, the Contractor's obligations and guarantees shall be modified to such an extent as may be justified. The difference of cost if any, occasioned by any such variations, shall be added to, or deducted from, the contract price as the case may require. The amount of such difference, if any, shall be ascertained and determined in accordance with the rates specified in the Schedule of Prices, so far as the same may be applicable and where the rates are not contained in the said Schedules, or are not applicable, they shall be settled by the Engineer and Contractor jointly, as far as possible, before such variations are carried out: Provided that the Purchaser shall not become liable for the payment of any charge in respect of any such variations, unless the instruction for the performance of the same shall have been given in writing by the Engineer.

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

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

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

13. Negligence

If the Contractor shall neglect to execute the work with due diligence and expedition, or shall refuse or neglect to comply with any reasonable orders given to him in writing by the Engineer in connection with the work, or shall contravene any provision of the Contract, the Purchaser may give seven day's notice in writing to the Contractor, to make good the failure, neglect, or contravention complained of, and if the Contractor shall fail to comply with the notice within a reasonable time from the date of service thereof, in the case of a failure, neglect, or contravention capable of being made good within that time, then in such case the Purchaser shall be at liberty to employ other workmen, and forthwith perform such work as the Contractor may have neglected to do, or if the Purchaser shall think fit, it shall be lawful for him to take the work wholly, or in part, out of Contractor's hands and give it to another person on contract at a reasonable price or provide any other materials, tools, tackle or labour for the purpose of completing the work, or any part thereof, and in that event the Purchaser shall without being responsible to the Contractor for fair wear and tear of the same, have the free use of all the materials, tools, tackle or other things which may be on the site, for use at any time in connection with the work to the exclusion of any right of the Contractor over the same, and the Purchaser shall be entitled to retain and apply any balance which may be otherwise due on the Contract by him to the Contractor or such part thereof as may be necessary to the payment of the cost of executing such work as aforesaid.

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

14. Deaths Bankruptcy etc.

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

15. Inspection and testing

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

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

The Contractor shall, if required, give the Engineer notice of any material being ready for testing, and the Engineer, or his said representative, if so desired, shall, on giving twenty four hours previous notice in writing to the Contractor, attend at the Contractor's premises within seven days of the date on which the material is notified as being ready; failing which visit the contractor may proceed with the tests, which shall be deemed to have been made in the Engineer's presence, and he shall forthwith forward to the Engineer duly certified copies of the tests in duplicate.

Test at Contractor's premises

In all cases where the Contract provides for tests, whether at the premises of the Contractor or of any sub-contractor, the Contractor, except where otherwise specified, shall provide, free of charge such labour, materials, electricity, fuel, water, stores, apparatus and instruments as may reasonably be demanded to carry out efficiently such tests of the plant in accordance with the Contract and shall give facilities to the Engineer or to his authorized representative to accomplish such testing.

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

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

Test on site

In all cases where the Contract provides for tests on the site, the Purchaser, except otherwise specified, shall provide, free of charge, such labour, materials, electricity, fuel, water, stores, apparatus and instruments as may be required from time to time and as may reasonably be demanded, efficiently to carry out such tests of the plant or workmanship in accordance with the Contract. In the case of contractor requiring electricity for tests on site such electricity shall be supplied to the Contractor in the most convenient from available.

16. Delivery of Plant

The plant or material shall not be forwarded until shipping /dispatch instruction shall have been given to the Contractor. Notification of delivery or dispatch in regard to each and every consignment shall be made to the Purchaser immediately after dispatch or delivery. The 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 in full in the packing account and full details of the contents of packages and quantity of materials shall be given to enable the Consignee to check the stores on arrival at destination.

17. Access to site and work on site

Suitable access to, and possession of the site shall be afforded to the Contractor by the Purchaser in reasonable time, and the Purchaser shall have any foundations to be provided by him ready when required by the Contractor. Where a crane is available, its safe lifting capacity shall be stated in the Specification, and it shall be available for free use of the Contractor until plant is taken over.

Only applicable to complete erection Contracts

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

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

The Purchaser shall provide all the unskilled labour and facilities necessary for the execution of work included in the Contract unless otherwise specified.

18. Engineer's Supervision

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

19. Engineer's decision

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

20. Contractor's representative and workmen

If the supervision of erection or complete erection is also included in the Contract, the Contractor shall employ at least one competent representative, whose name or names shall have previously been communicated in writing to the Engineer by the Contractor to superintend the erection of the plant and the carrying out of the works. The said representative, or if more than one shall be employed, then one of such representatives shall be present on the site during working hours, and any written orders or instructions which the Engineer or his duly authorized representative whose name shall have been previously communicated in writing to the Contractor may give to the said representative of the Contractor shall be deemed to have been given to the Contractor.

The Engineer shall be at liberty to object to any representative or person employed by the Contractor in the execution of or otherwise about the works who shall in his opinion misconduct himself or be incompetent or negligent, and the Contractor shall remove the person so objected to upon receipt from the Engineer of notice in writing requiring him so to do, and shall provide in his place a competent representative at the Contractor's expense. The purchaser shall provide suitable living accommodation on the site for the use of the Contractor's representative unless the Contractor exempts him from his liability.

21. Liability for accidents and damage

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

Until the plant is taken over or is deemed to have been taken over as aforesaid, the Contractor shall also be liable for and shall indemnify the Purchaser in respect of all injury to person or damage to property resulting from the negligence of the Contractor or his workmen or sub-contractors or from defective design or work, but not from any other cause: Provided that the Contractor shall not be liable for any loss of profit or loss of Contract or any other claim made against the Purchaser not already provided for in the Contract, nor for any injury or damage caused by or arising from the acts of the Purchaser or of any other person, or due to circumstances over which the Contractor has no control, nor shall his total liability for loss, damage or injury under this clause exceed the total value of the Contract.

Only applicable to complete erection contract

The Contractor will indemnify and save harmless the Purchaser against all actions, suits, claims costs, or expenses arising in connection with injuries other than such as may be attributable to the Purchaser or his employees suffered prior to the date when the plant shall have been taken over under clause 35 hereof, by persons employed by the Contractor or his sub-Contractor on the works, whether at Common Law or under the Workmen's Compensation Act 1923, or any other Statute in force at the date of Contract relating to the question of the liability of employees for injuries suffered by employees, and will, if called up to do so, take out the necessary policy or policies of insurance to cover such indemnity.

In the event of any claim being made, or action brought against the Purchaser involving the Contractor and arising out of the matters referred to and in respect of which the Contractor is liable under this clause, the Contractor shall be immediately notified thereof and he shall, with the assistance, if he so require, of the Purchaser, but at the sole

Expense of the Contractor; conduct all negotiations for the settlement of the same or any litigation that may arise there from. In such case, the Purchaser shall, at the request and expense of the Contractor, afford all reasonable and available assistance for any such purpose.

22 Insurance

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

23. Replacement of defective plant or materials

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

24. Deduction from contract price

All costs, damages or expenses which the purchaser may have paid, for which under the Contract the Contractor is liable, may be deducted by the Purchaser from any money due or which may become due by him to the Contractor under this contract, or may be recovered by suit or otherwise from the contractor.

Any some of money due and payable to the Contractor (including security deposit returnable to him under this contract) may be appropriated by the Purchaser and set off against any claim of the Purchaser for the payment of a sum of money arising out of or under any other contract made by the contractor with the Purchaser.

25. Terms of payment

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

(a) Eighty per-cent of the F.O.R. contract value of the plant in rupees on receipt by the Purchaser of the Contractor's invoice giving the number and date of the railway receipt covering the 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.

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

(c) Ten percent of the F.O.R. Contract value of the plant at the end of twelve months from the date of taking over.

(d) For the erection of the plant, in proportion on the progress of the work on the receipt by the Purchaser of monthly invoices submitted by the Contractor supported by the certificates of the Engineer.

(ii) If at the time at which either of the installments due under Sub-clause(b) and (c) of clause (i) hereof becomes payable there are minor defects in the plant which are not of such importance as to effect the full commercial use of the plant, then the purchaser shall be entitled to retain such part of the installments then due as represents the cost of making good such minor defects, and any sum so retained shall, subject to the provisions of clause 36, become due upon such minor defects being made good.

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

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

26. Provisional sums

In any case where the contract price includes a provisional sum to be provided by the contractor for meeting the expenses of extra work or for work to be done or materials to be supplied by a sub-contractor, such sum shall be expended or used, either wholly or in part, or be not used at the discretion of the Engineer and entirely as he may decide and direct. If no part or only a part thereof be used, then the whole or the part not used, as the case may be, shall be deducted from the contract price. If the sum used is more than such provisional sum the contractor shall pay the excess. In the case of material, supplied or work done by a sub- Contractor, the total of the net sum paid to the sub-contractor on account of such material or works and a

sum equal to 10 percent of net sum allowed as contractor's profit shall be deemed to be the sum used. None of the work or articles to which such sum of money refers shall be done or purchased without the written order of the Engineer. The Contractor shall allow the sub-contractor every facility for the supply of materials or execution of their several works simultaneously with his own, and shall, within fourteen days after the engineer has requested him in writing so to do, pay the dues of such Sub-Contractors on account of such materials or works : PROVIDED ALWAYS that the contractor shall have no responsibility with regard to such works or articles unless he shall have previously approved the sub-contractor and/or the material or plant to be supplied.

27. Certificates of Engineer

Every application to the Engineer for a certificate must be accompanied by a detailed invoice (in duplicate) setting forth in the order of the Schedule of prices, particulars of the plant supplied and the certificates as to such plant as is in the reasonable opinion of the Engineer, in accordance with the Contract shall be issued within fourteen days of the application for the same, as is reasonably necessary on communication with the site.

The Engineer may, by any certificate, make any correction or modification in any previous certificate which shall have been issued by him and payments shall be regulated and adjusted accordingly.

28. Due date of payment

Payment shall be due and payable by the Purchaser in accordance with the provisions of clause 25 hereof at the end of the month following that in which invoices for the amounts due together with necessary documents are received by the Purchaser, provided that the Purchaser shall not be bound to make any payment under sub-clause (a) of clause 25 unless the amount of such payment represents at least 8 percent of the total contract value of the plant.

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

No certificate of the Engineer on account, nor any sum paid on account by the Purchaser, nor any extension of time granted under clause 31 shall affect or prejudice the rights of the Purchaser against the Contractor, either under this Agreement or under the law, or relieve the Contractor of his obligations for the due performance of the contract, or be interpreted as approval of the work or of the material supplied. No certificate of the Engineer shall create liability on the purchaser to pay for any alternation, amendments, variations or additions not ordered in writing by the Engineer, or absolve the Contractor of his liability for the payment of damages whether due, ascertained, or certified or not or of any sum against the payment of which he is bound to indemnify the Purchaser nor shall any such certificate nor the acceptance by him of any sum paid on account or otherwise affect or prejudice the rights of the Contractor against the Purchaser, under this agreement or under the law.

30. Suspension of works

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

31. Extension of time for completion

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

32. Price reduction clause

If the Contractor shall fail in the due performance of his Contract within the time fixed by the Contract or any extension thereof, the Contractor agrees to accept a reduction of the Contract price by half percent per week reckoned on the contract value of such portion only of the plant as cannot, in consequence of the delay, be used commercially and efficiently during each week between the appointed or extended time, as the case may be, and the actual time of acceptance under clause 35, and such reduction shall be in full satisfaction of the Contractor's liability for delay but shall not in any case exceed 10 per cent of the contract value of such portion of the plant.

33. Test on completion

Whenever possible all tests shall be carried out before shipment. Should, however, it be necessary for the final test as to performance and guarantees to be held over until plant is erected at site, they shall be carried out in the presence of the Contractor's representative within one month of completion of erection. If the result of these tests shall not come within the margin specified, the tests shall, if required, be repeated within one month from the date the plant is ready for re-test, and the Contractor shall re-pay to the Purchaser all reasonable expenses to which he may be put by such tests.

34. Rejection of defective plant

If the completed plant, or any portion thereof, before it is taken over under clause 35 be found to be defective, or fails to fulfill the requirements of the Contract, the Engineer shall give the Contractor notice setting forth particulars of such defects of failure, and the Contractor shall forthwith make the defective plant good, or alter the same to make it comply with the requirements of contract. If the Contractor fails to do so within a reasonable time the Purchaser may reject and replace, at the cost of the contractor, the whole or any portion of the plant, as the case may be, which is defective, or fails to fulfil the requirements of the Contract. Such replacement shall be carried out by the purchaser within a reasonable time and a reasonable price, and where reasonably possible to the same specification and under competitive conditions. In case of such replacement by the Purchaser the Contractor shall be liable to pay to the Purchaser the extra cost, if any, of such replacement delivered and /or erected as provided for in the original Contract, such extra cost being the ascertained difference between the price paid by the purchaser, under the provisions above mentioned, for such replacement and the Contract price for the plant so replaced and also to repay any sum paid by the Purchaser to the contractor in respect of such defective Plant. If the Purchaser does not so replace the rejected plant within a reasonable time, the contractor shall be liable only to repay to the Purchaser all moneys paid by the Purchaser to him in respect of such plant.

In the event of such rejection, the Purchaser shall be entitled to the use of the plant in a reasonable and proper manner for a time reasonably sufficient to enable him to obtain other replacement plant. During the period the rejected plant is used commercially the Contractor shall be entitled to a reasonable sum as payment for such use.

35. Taking over

Where the specification calls for performance tests before shipment and these have been successfully carried out, the plant shall be accepted and taken over when it has been satisfactorily put into operation on site, or within one month of its being ready to be put into operation whichever shall be the earlier and the Engineer shall forth issue a Taking over Certificate.

In the event of final or any outstanding tests being held over until the plant is erected, such Taking over Certificate shall be issued subject to the results of such final or outstanding tests which shall be carried out in accordance with clause 33.

When the Specification calls for tests on site the plant shall be taken over and the Taking-over Certificate issued immediately after such tests have been satisfactorily carried out.

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

The Engineer shall not delay the issue of any Taking over Certificate contemplated by this clause on account of minor deficiencies of material or defects in the plant which don't materially affect the commercial use thereof, provided that the Contractor shall undertake to make good the same in due course.

36. Maintenance

For a period of 12 (twelve) calendar months commencing from the date on which the plant is taken over is deemed to have been taken over under clause 35 (called "the maintenance period"), the Contractor shall remain liable to replace any defective parts that may develop in plant of his own manufacture or those of his sub-contractors approved under clause 6, under conditions provided for by the Contract under proper use and arising solely from faulty design, materials or workmanship : PROVIDED ALWAYS that such defective parts as are not repairable at the site and are not essential in the meantime to the maintenance in commercial use of the plant, are promptly returned to the Contractor's works at the expense of the Contractor unless otherwise arranged.

If it becomes necessary for the Contractor to replace or renew any defective parts of the plant under this clause, the provisions of the first paragraph of this clause shall apply to the parts of the plant so replaced or renewed until the expiration of six months from the date of such replacement or renewal or until the end of the above mentioned period of the twelve months whichever may be the later. If any defects be not remedied within a reasonable time, the Purchaser may proceed to do the work at the Contractor's risk and expense, but without prejudice to any other rights which the purchaser may have against the Contractor in respect of such defects.

The repaired or new parts will be delivered in accordance with clause 10. The Contractor shall bear reasonable cost of minor repairs carried out on his behalf at site. At the end of the maintenance period the Contractor's liability shall cease. In respect of goods not covered by the first paragraph of this clause, the Purchaser shall be entitled to the benefit of any guarantee given to the Contractor by the original supplier or manufacturer of such goods.

37. Regulations of Local Authorities

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

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

38. Arbitration

If any dispute, difference or controversy shall at any time arise between the contractor on the one hand and the UJVN Limited 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, or payment for the same, or as to the true intent, meaning, interpretation, construction or effect of the clauses of the contract, specifications or drawings any of them, or as to anything to be done, committed or suffered in pursuance of the contract or specifications, or as to the mode of carrying the contract into effect, or as to the breach or alleged breach of the contract, or as to obviating or compensating for the commission of any such breach, or as to any other matter or thing, whatsoever connected with or arising out of the contract, and whether before or during the progress or after the completion of the contract, such question, difference or dispute shall be referred for adjudication to the Chairman and Managing Director, UJVN Limited. 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.

Upon every or any such reference, the costs of, an incidental to the reference and award respectively shall be in the discretion of the arbitrator, who shall be competent to determine the amount thereof or direct the same to be taxed as between solicitor and client or as between parties and to direct by whom and to whom and in what manner the same shall be borne and paid.

Work under the contract shall, if reasonably possible, continue during the arbitration proceedings and no payments due or payable by the Nigam shall be withheld on account of such proceedings.

39. Construction of contract

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

40. Marginal notes

The marginal note to any clause of this Contract shall not effect or control the construction of such clause.

**Signature's of Tenderer
with seal**

FORM OF BANK GUARANTEE FOR SECURITY

CLAUSE 3.0 OF FORM 'A'/'B'

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

In consideration of the UJVN Limited, Dehradun (hereinafter called 'The Nigam') having agreed to exempt
.....(hereinafter called 'The Contractor') from the demand under the terms and conditions of agreement datedmade between
.....and UJVN Limited forhereinafter called the said 'Agreement' of security deposit for the due fulfillment by the said contractor(s) of the terms any conditions contained in the said agreement on production of bank guarantee for Rs. (Rupees ..
..... only) we Bank (Ltd.) (hereinafter referred to as 'The Bank') do hereby undertake to pay the Nigam an amount not exceeding Rs. against any loss or damage caused to or suffered or would be caused to or suffered by the Nigam by reason of any breach by said contractor(s) of any of the terms and conditions contained in the said agreement.

2. We Bank (Ltd.) do hereby undertake to pay the amounts due and payable under this guarantee without any demur merely on demand from the Nigam stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Nigam by reason of any breach by the said contractor of any of the terms and conditions contained in the said agreement or by reason of the contractor(s) failure to perform the said Agreement. Any such demand made on bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding of Rs.
3. We Bank (Ltd.) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the Nigam under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till the Nigam or their only authorized officer certifies that the terms and conditions of the said agreement have fully and properly carried out by the said contractor (s) and accordingly discharges the guarantee.
4. We Bank (Ltd.) further agree with the Nigam that the Nigam shall have the fullest liberty without our consent and without affecting in any manner of obligations hereunder to vary any of terms and conditions of the said agreement or to extend time of performance by the said contractor (s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Nigam against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation or extension (s) being granted to the said contractor or for any forbearance, act or omission on the part of the Nigam or any indulgence by the Nigam to the said contractor(s) or any such matter or thing whatsoever which under the Law relating to sureties would, but for this provision, have effect of so relieving us.
5. We Bank (Ltd.) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Nigam in writing.
6. Notwithstanding any thing contained above, the liability of the guarantor hereunder is restricted to said sum of Rs. and this guarantee shall expire on the day of 200 Unless a claim under the guarantee is filed with the guarantor within six months of such date, all claims shall lapse and the guarantor shall be discharged from the guarantee.
7. We (Name of Bank) lastly **undertake** to pay to the Nigam any money so demanded notwithstanding any dispute or disputes raised by the contractor (s)/supplier(s) in any suit or proceeding, pending before any Court or Tribunal relating to arbitration thereto or liability under this present being absolute and unequivocal. The payment so made by us under this Bond shall be a valid discharge of our liability for payment thereunder and the contractor (s)/ supplier(s) shall have no claim against us for making such payment.

Date day of202
for Bank (Ltd.)

Proforma For Performance Bank Guarantee

THIS DEED OF GUARANTEE MADE ON THE day of202 By the (hereinafter called 'the Guarantor') of the one PART IN FAVOUR OF the UJVN Ltd. (hereinafter called the Purchaser of the other part

WHEREAS in accordance with the contract agreement dated the day of202.....(hereinafter called 'the said Contract') entered in to between the purchaser and Messers a company within the meaning of the companies act and having its registered office at (hereinafter called 'the Contractor') the Contractor agrees to supply, erect, test & commission (strike off which is not applicable) to the Purchaser the as provided in the said Contract.

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

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

Now This Deed Witnesses As Follows

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

8. The expressions 'The Purchaser' and 'The Guarantor' and 'The Contractor' shall unless there be any thing repugnant to the subject or context include their respective successors and assigns.
9. Notwithstanding anything contained above, the liability of the Guarantor hereunder is restricted to the said sum of Rs..... and this guarantee shall expire on the day of 202 unless a claim under the guarantee is filled with the Guarantor within six months of such date, all claims shall lapse and the Guarantor shall be discharged from the guarantee.

IN WITNESS WHEREOF

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

Witness :

1.

Signed by

(For and on behalf of Guarantor)

2.

FORM OF AGREEMENT

(Referred to in clause 3 of Form 'B')

THIS AGREEMENT made on the day of 202__ BETWEEN (hereinafter referred to as "the Contractor") of the one part AND the UJVN Limited (hereinafter called "the purchaser") of the other part;

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

AND WHEREAS the Purchaser has accepted the tender of the Contractor for the supply and delivery of the said plant and machinery for the sum of
..... upon the terms and subject to the conditions hereinafter mentioned.

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

AND in consideration of the due provisions of the said plant and machinery by the Contractor and due performance of his part of contract, the Purchaser does hereby for himself, his successors or assigns convenient with the Contractor that he, the Purchaser, his successors or assigns will pay to the Contractor the said sum of
or such other sum as may be become payable to the Contractor under the provision of the Contract, such payments to be made at such time and in such manner as is provided by this contract.

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

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

in the presence of

Signed
(Contractor)
(date)

in the presence of

PERFORMA FOR DDOs TO ENSURE COMPLIANCE FROM THE CONTRACTOR ESTABLISHMENT

Name of the Deptt along with address:_____.

Name and address of the contractor: :_____.

PF code no. of the contractor establishment: :_____.

Financial Year/Period: :_____.

S. No.	Emp. PF no	Name of the emp	Father name	PF Wages (Month wise) (PF Wages of March Paid in April & So. On)												Total Wages	Total Employee Share	Total Employer Share	Total PF dues	Actual PF Dues Deposited
				Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	(Sum of 5 to 16)	(12% of S. No. 17)	(13.61% of S. No. 17)	(Sum of 18+19)	
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)	(16)	(17)	(18)	(19)	(20)	(21)
																0	0	0	0	
1																0	0	0	0	
2																0	0	0	0	
3																0	0	0	0	
4																0	0	0	0	
5																0	0	0	0	
Total					0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	

Signature of the Tenderer with seal