

UJVN LTD.



TENDER DOCUMENT

Tender No. 10/Executive Engineer (HQ)/2025-26

Name of work:

**Annual Operation, maintenance, cleaning, and up-keep
of transit accommodation at Mussoorie, Dist.-Dehradun**

**UJJWAL
Maharani Bagh, GMS Road,
Dehradun.**

UJVN LTD.

TENDER DOCUMENT

Name of work: **Annual Operation, maintenance, cleaning, and up-keep of transit accommodation at Mussoorie, Dist.-Dehradun**


Tender Notice Ref: **10/Executive Engineer/2025-26**

Name of Contractor:
.....

Tender Cost Rs: 1000.00 **plus 18 % GST.**

To be submitted to:

Executive Engineer (HQ)
UJVN Ltd.
UJJWAL GMS Road ,Dehradun

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|  UJVNL LTD. H.O.: "UJJWAL", Maharani Bagh, G.M.S. Road, Dehradun-248006 Telephones: 0135-2523225 CIN No.U40101UR2001SGC025866, Website:www.ujvnl.com | |
| <u>Tender Notice</u> | |
| Office of the Executive Engineer (HQ), UJJWAL, Maharani Bagh, Dehradun, invites sealed tenders from interested parties. Brief summary of tender is given below: | |
| Tender No :- 10/Executive Engineer (HQ)/2025-26 | |
| Name of work | Annual Operation, maintenance, cleaning and up-keep of UJVNL Ltd transit accommodation at Mussoorie, Dist.-Dehradun |
| Estimated cost | : Rs.20.50,800.00 (Exclusive of GST) |
| Date of availability of bid document on website | :10.09.2025 from 17.00 hrs |
| Last date for submission of tender | : 03.10.2025 upto 16.00 hrs |
| For fuller & further details, kindly visit our website. The tender documents can be downloaded from the Nigam's website "www.ujvnl.com" | |
| Executive Engineer (HQ) | |
| "Avoid wasteful use of Electricity" | |

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|---|--|
|  यूजेवीएन लिमिटेड मुख्यालय "उज्ज्वल", महारानी बाग, जी०एम०एस० रोड, देहरादून-248006 दूरभाष: 0135-2523225 सी०आई०एन० सं० U40101UR2001SGC025866 वेबसाइट : www.ujvnl.com | |
| <u>निविदा सूचना</u> | |
| कार्यालय अधिशासी अभियन्ता (मुख्यालय), उज्ज्वल, देहरादून इच्छुक निविदादाताओं से मुहरबंद निविदायें आमंत्रित करता है। निविदा का संक्षिप्त विवरण निम्नवत है: | |
| निविदा सं० 10/अधिशासी अभियन्ता (मुख्यालय)/25-26 | |
| कार्य का नाम | मसूरी, जिला देहरादून स्थित यूजेवीएन लिमिटेड पारगमन शिविर के वार्षिक परिचालन, अनुसंधान सफाई एवं रखरखाव का कार्य |
| अनुमानित लागत | : Rs.20.50,800.00 (जीएसटी अतिरिक्त) |
| वेबसाइट पर निविदा प्रपत्र की उपलब्धता की तिथि | :10.09.2025 from 17.00 hrs |
| निविदा जमा करने की अन्तिम तिथि | : 03.10.2025 upto 16.00 hrs |
| अन्य जानकारी हेतु कृपया हमारी वेबसाइट देखें। निविदा प्रपत्र निगम की वेबसाइट " www.ujvnl.com " से डाउनलोड किये जा सकते हैं। | |
| अधिशासी अभियन्ता (मुख्यालय) | |
| "बिजली के दुरुपयोग से बचें" | |

INSTRUCTIONS TO THE TENDERER

1. Sealed tender in two envelope systems, Part-I (Prequalification Bid) and Part-II (Price Bid) are invited from the reputed firms/ experienced contractors for the work of “**Annual Operation, maintenance, cleaning, and up-keep of transit accommodation at Mussoorie, Dist.-Dehradun.**”
2. **(A) Part-I (PRE-QUALIFICATION BID)**

The sealed cover containing this part of the tender bid shall be super scribed as “**Tender Bid part-I (Pre-qualification) against NIT No.** (as mentioned in tender notice)” and this part shall contain: -

- (i) Earnest money in the form of FDR/CDR / NSC / KVP or any other national savings Certificate, duly pledged to Executive Engineer (HQ), UJVN Ltd., Dehradun.
- (ii) Cost of tender document in the form of D.D. drawn in favour of “UJVN Ltd.”, & payable at Dehradun.
- (iii) Copy of EPF Registration Certificate
- (iv) Registration in Employee State Insurance Corporation (ESIC).
- (v) Copy of GST Certificate & Copy of Income Tax PAN No.
- (vi) Copy of FSSAI registration & Copy of labour license registration at govt of Uttarakhand
- (vii) Non-judicial stamp paper of Rs. 100.00 plus Rs. 1/- revenue stamp affixed on it with proper signature on revenue stamp by the contractor/firm for agreement of validity
- (viii) Non- judicial stamp paper of Rs. 10/- plus Rs. 1/- revenue stamp affixed on it with proper signature on revenue stamp by the contractor/firm regarding correctness of information/documents furnished with bid document.
- (ix) Duly filled and signed application Downloading form which has been used for downloading the tender document from Nigam’s website.
- (x) Experience of having successfully completed similar work during last 7 years ending 31 March 2022 (Relevant supporting document shall be submitted in support of this requirement) should be either of the following.
 - i. Three similar completed works each costing not less than the amount equal to 40% of the estimated cost.
 - Or
 - ii. Two Similar Completed works each costing not less than the amount equal to 50% of the estimated cost.
 - Or
 - iii. One Similar completed work costing not less than the amount equal to 80% of the estimated cost.

Similar Work: - The similar work means the “Annual operation, maintenance, cleaning, upkeep/housekeeping of the guest house/transit accommodation”. The experience of any other work shall not be considered.
- (xi) Average Annual Financial turnover during the last 3 Years ending 31st March of 2025 should be at least 30 % of the estimated cost. The Balance sheet, ITCC and Profit & Loss account of the company need to be submitted for last 3 years.
- (xii) The Tenderer must submit satisfactory Performance Certificate from the office of Executive Engineer (HQ), UJVN Ltd for the last 7(Seven) jobs which he may have performed in the office of Executive Engineer (HQ), UJVN Ltd. Such data and information should not be concealed by the bidder. **Failing to provide Performance Certificate with the tender, tenderer shall be declared unqualified.**
- (xiii) The Tenderer must submit declaration certificate (Annex-E) on his letter head filled with the following necessary announcement. **Failing to provide this complete Certificate with the tender, tenderer shall be declared unqualified.**

1- “Contractor (Firm name) will pay salary as per Annex-C of Minimum Wages Act (MWA) of Uttarakhand, in addition with applicable DA (revised time to time), EPF, ESIC, Bonus

and accidental insurance to each of his working staff of guest house. During the contract period if any complaint will be received of improper salary with DA/EPF/ESIC and accidental insurance, the amount will be directly deducted with the monthly bill of the contractor.” During contractual period, no extra amount will be paid to the contractor for enhancement of DA/EPF/ESIC.

- 2- “Contractor (Firm name) can be rejected by the Nigam if rates quoted by them are less than the Total manpower Basic pay amount (Minimum Wages Act (MWA) of Uttarakhand) in addition with applicable DA, EPF, ESIC, Bonus, accidental insurance charges to each of his working staff and other minimum required working expenses (Annex-A) of guest house considering average of 10-day occupancy.”
- 3- “Contractor (Firm name) will be responsible to provide any increase in the salary of working staff as per the order of Government of Uttarakhand from time to time.”

NO PRICES SHALL BE MENTIONED IN THIS PART.

(B) Part-II PRICE BID

This part shall contain only the price offer. The sealed cover containing this part of the tender bid shall be super scribed “**Tender Bid Part-II (Prices) against NIT No.** (as mentioned in tender notice).

THIS PART OF THE TENDER WHO’S PART-I OF THE OFFER HAS BEEN ACCEPTED, ONLY WILL BE OPENED.

3. The tender must be accompanied with Earnest Money as mentioned in respective NIT valid up to three months from the date of opening of tender, failing which tender shall not be considered.
4. The cost of tender document is non-refundable, and cost mentioned in tender notice must be deposited in the form of DD drawn in favour of “UJVN Ltd. & payable at Dehradun.
5. The tender complete in all respect with each & every page duly signed by the tenderer shall be submitted at any of the following offices of Nigam: -

| | |
|----|--|
| 1. | Executive Engineer (HQ), “Ujjawal”, Maharani Bagh, G.M.S. Road, Dehradun |
|----|--|

6. Schedule of dates:

| | |
|---|---------------------------|
| Date of availability of bid document on website | 10.09.2025 from 17.00 hrs |
| Last Date for submission of Tender | 03.10.2025 upto 16.00 hrs |
| Time & date for Opening of Tender | |
| Part-I | 04.10.2025 at 11.00 hrs |
| Part-II | 06.10.2025 at 11.00 hrs |

Place of opening of tender: “Ujjwal”, Maharani Bagh, G.M.S. Road, Dehradun

UJVNL would endeavor to adhere to the time schedule mentioned in tender notice. But in unavoidable circumstances schedule time may change. And, if the date of opening of tenders may happens to be holiday or concern office is closed due to unavoidable valid reasons then the opening date of tenders will be next working day.

7. Detail documents for fulfilling eligibility criteria must be submitted along with the Downloaded tender document in Part-I failing which tenderer shall be declared unqualified.
8. The tender shall be opened in presence of the tenderer or their authorized representatives who choose to remain present.
9. Tenderers must use Downloaded Tender Documents for the purpose of submitting bids. However, it will be the responsibility of prospective bidders to ensure the use of complete tender documents available on the web site (www.ujvnl.com). All the pages of the downloaded tender document must be duly signed by

tenderer inclusive of all papers submitted with the tender document. Photocopy of the downloaded tender document will not be accepted in any case and in such events the tender will be summarily rejected. Incomplete tender documents downloaded from the website and submitted with the bid are likely to be rejected and no claim in this regard shall be entertained.

10. The tenders shall be valid for a period of not less than 90 days from the date of opening of the tender. For validity of tender, tenderer shall sign on a non-judicial stamp paper of Rs. 10/- plus Rs. 1/- revenue stamp affixed on it.
11. The vendor should ensure that duly filled and signed "Application Downloading Form" which has been used for downloading the tender document from website has been submitted in original (as downloaded) along with the tender document. ***If this "Application Form" is not submitted in original with the tender it will be summarily rejected.***
12. UJVN Ltd reserves the right to reject/cancel any of / all the tenders without assigning any reason whatsoever.
13. The vendor has submitted a list of last five years orders with brief description of the works which may have been executed by the bidder for UJVNL.
14. The downloaded tender document will be considered legally valid for participation in the tender process.
PLEASE NOTE THAT: -
 - The copy of duly filled Downloading "Application Form" which has been used by the vendor for downloading the tender document from web site has accompanied the PART-I of tender at the time of its submission. This "Application Form" will be an integral part of tender document.
 - The vendor has submitted a list of last 10 orders if executed, with brief description of the works, which may have been executed by the bidder for UJVN Ltd.
 - The vendor has submitted Performance Certificate from the office of Executive Engineer (HQ), UJVN Ltd for any of the last 7(Seven) jobs which he may have performed in the office of Executive Engineer (HQ), UJVN Ltd. Such data and information should not be concealed by the bidder. **Failing to provide Performance Certificate with the tender, tenderer shall be declared unqualified.**
 - The vendor must submit declaration certificate (Annex-E) on his letter head filled with the following necessary announcement. **Failing to provide this complete Certificate with the tender, tenderer shall be declared unqualified.**
 - 1- "Contractor (Firm name) will pay salary as per Minimum Wages Act (MWA) of Uttarakhand, in addition with applicable DA (revised time to time), EPF, ESIC, Bonus and accidental insurance to each of his working staff of guest house. During the contract period if any complaint will be received of improper salary with DA/EPF/ESIC and accidental insurance, the amount will be directly deducted with the monthly bill of the contractor." During contractual period, no extra amount will be paid to the contractor for enhancement of DA/EPF/ESIC.
 - 2- "Contractor (Firm name) can be rejected by the Nigam if rates quoted by them are less than the Total manpower Basic pay amount (Minimum Wages Act (MWA) of Uttarakhand) in addition with applicable DA, EPF, ESIC, Bonus, accidental insurance charges to each of his working staff and other minimum required working expenses (Annex-A) of guest house considering average of 10-day occupancy."
 - 3- "Contractor (Firm name) will be responsible to provide any increase in the salary of working staff as per the order of Government of Uttarakhand from time to time."

Bidders in their own interest may visit the site & familiarize with the nature, quality and quantum of work including scope of work, scope of supply and specifications. Bidder's failure to visit the site shall not be considered criteria for non-performance of work or revision of rates on a later date after award of work. Rates quoted with huge deviation from the estimated cost may be required to justify by the Bidders as per scope of work, scope of supply, specifications and terms and conditions. Unsatisfactory justification may lead to cancellation of the bid without any claims thereof by the bidders and work may be awarded to next applicable bidder.

If any clarification is required in this matter, agencies/firms are advised to contact the office of Executive Engineer (HQ), "Ujjwal", Maharani Bagh, G.M.S. Road, Dehradun

Executive Engineer (HQ)

Always visit us at www.ujvn.com for tender of all type of supplies/work and other updated information. The tender documents can be obtained only by downloading from the Nigam's website.

FORM OF AGREEMENT

(On Non-Judicial Stamp Paper or Rs. 100.00)

This agreement shall be signed after acceptance of tender offer

ON NON-JUDICIAL STAMP OF RS.100.00

Agreement No. /Executive Engineer (HQ)/2025-26 Dated

CONTRACT AGREEMENT

This Agreement made on this day of , between them Executive Engineer (HQ), UJVNL, Dehradun, a division of UJVNL Ltd. Dehradun (hereinafter called "The Nigam") on one part and M/S (Name & address of the contractor), (hereinafter called "The contractor") on the other part.

WHEREAS the Nigam invited offer for **Annual Operation, maintenance, cleaning, and up-keep of transit accommodation at Mussoorie, Dist.-Dehradun** vide Executive Engineer (HQ) office tender notice no. /Executive Engineer (HQ)/2025-26 and requires execution of works specifically mentioned in schedule of quantities and bids, according to the provisions of contract (hereinafter called "The said Work").

AND WHEREAS the Nigam is desirous of executing the work for **Annual Operation, maintenance, cleaning, and up-keep of transit accommodation at Mussoorie, Dist.-Dehradun** at an early date for the benefits of the Nigam and whereas "The Nigam", has accepted the offer for the above said work as mentioned hereinafter:

AND WHEREAS the contractor has offered to execute all "the works" as per technical specification and conditions of contract mentioned hereinafter:

NOW, THEREFORE, it is agreed between the parties here to as follows:

ARTICLE-I

SCOPE OF WORKS: The contractor shall perform everything required to be performed and shall provide and furnish all material, labour (skilled/ unskilled), T & P etc. all required to perform and complete, in workmen like manner, all the work covered by the contract documents, in strict accordance with the specifications and conditions of this contract.

ARTICLE-II

PAYMENTS: The Nigam will have sufficient funds in Indian currency for the execution of the work and will pay the contractor in Indian currency for the performance of this contract and in accordance with the provisions embodied in the documents, made a part of this contract. And in consideration of the due provisions, execution, and completion of the said work and maintenance thereof, as aforesaid, the Nigam will pay to the contractor, the said sum of (Tender offer in rupees in figure & in words) only inclusive of all taxes or such other sums as may become payable to the contractor under the provisions of this contract. The payment shall be made against the work executed against the recorded measurements. The

quantities may vary on either side as per the actual execution of the work.

ARTICLE-III

TIME OF COMPLETION: The work to be performed under this contract shall be commenced by the contractor immediately after the receipt of notice to proceed with the work and shall diligently execute the work for completion to the satisfaction of Officer-in-charge within the time schedule as provided in the conditions of the contract. The duration for completion of the said work is 12 months.

ARTICLE-IV

COMPONENT PARTS OF THIS CONTRACT: This contract consists of following component part all of which are as fully part of this contract as if herein set out verbatim or if not attached as if hereto attached.

1. Invitation of offer including annexure if any.
2. General Condition of contract
3. Special Conditions of Contract.
4. Schedule of quantities and bids.

IN WITNESS Whereof the parties hereto have hereinto set their respective hands and seal, the day, month and year first above written.

For and on behalf of the Contractor

For and on behalf of the Nigam.

Witness:

1.

1.

2.

2.

TENDER FORM

**Annual Operation, maintenance, cleaning, and up-keep of transit accommodation at Mussoorie,
Dist.-Dehradun**

Name(s) of Tenderer (s) _____

_____.

To,

**Executive Engineer (HQ),
UJVN Limited, "Ujjwal", Maharani Bagh,
G.M.S. Road, Dehradun**

Dear Sirs,

With reference to your invitation to tender for the above I/We the undersigned, hereby offer to the UJVN Limited, the items in the schedule of quantities & prices 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 UJVN Ltd. or in default there of forfeit and pay to UJVN Ltd. The sum of money mentioned in the said condition.

The rates quoted are inclusive prorate and in full satisfaction of all claims.

I/We agree to abide by this tender for the period of _____

.....from the date fixed for receiving to same. A sum of Rs.....is

Herewith forwarded as earnest money, the full value of which shall be retained as per conditions of contract form A.

I/We here by undertake and agree to execute a contract in the form annexed here to in accordance with the conditions of contract.

Details of earnest money deposited:

Yours faithfully

Signature's of Tenderer(s) in full address
with seal

Details at _____ day of _____

Witness:

1. Signature _____

2. Name _____

3. Occupation _____

4. Full address _____

DECLARATION FORM TENDERER
(On Non-Judicial Stamp Paper of Rs. 100/- Plus Rs. 1/- revenue stamp affixed)

AGREEMENT

Tender invited by : Executive Engineer (HQ), UJVN Ltd., Dehradun

Tender for : **Annual Operation, maintenance, cleaning and up-keep of transit accommodation at Mussoorie, Dist.-Dehradun.**

Tender Notice No. : /Executive Engineer (HQ)/2025-26

Name of Tenderer :

In consideration of the UJVN Ltd. having treated the tenderer to be an eligible person, whose tender may be considered, the tenderer agrees to the condition that his proposal in response to the above invitation shall not be withdrawn within three months from the date of opening of the tender and also to the condition that if thereafter withdraw his proposal within the said period, the Earnest Money deposited by him may be forfeited by the UJVN Ltd. on the discretion of the Engineer-in-Charge.

Signed this day of 2025

SIGNATURE OF TENDERER

WITNESS

Full Name

1.

2.

(At the time of submission of Tender)

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:

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|--|-------------------------------------|
| <ol style="list-style-type: none">1. Specification No. against which you have tendered.2. DD No. and date by which cost of down loading the Tender Documentation and Tender Analysis is submitted 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. It will be at the discretion of the Nigam to accept or reject the deviation proposed.6. Please state clearly if you would agree to undertake the work in case the deviations desired by you in clause (5) above are not accepted to Nigam.7. Do you confirm that there are no typographical errors/omissions in your tender and all other documents?8. 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 .9. Have you submitted an affidavit on non-judicial stamp paper of Rs.10/- regarding correctness of information/documents furnished with bid document?10. Is the quoted prices for each items are exclusive of | 10 /Executive Engineer (HQ)/2025-26 |
|--|-------------------------------------|

all taxes, (Tender with conditional or variable prices will be rejected outright. Tenderers should mention applicable taxes clearly).

11. Please state that you would not claim any other charges above the prices quoted by you on any account.

12. Have you enclosed complete ITR along with acknowledgments for the last three financial years?

13. 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?

14. Certificate that they/you are not being black-listed in any Govt. Department/ Govt. Undertaking.

15. Are you registered with the GST? Have you enclosed GST registration certificate?

16. Kindly mention the applicable taxes percentage?

17. Whether any relative of officers/employee of Nigam is enrolled in your establishment?

Signature of the Tenderer with full address

Signature

Name

Designation

Seal of the Company

Date

Working Experience and Financial Capacity for Executing Other Works

A. Working Experience for last 7 years

| Sl. No | Name of work | Cost | Date of completion | Total time of completion | Name & address of the officers under whom work was executed. |
|--------|--------------|------|--------------------|--------------------------|--|
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Notes:

1. Testimonials in support of the above may be submitted from officer not below the rank of Executive Engineer.
2. Attach additional paper if details are not covered in this table.

SIGNATURE OF TENDERER

FORM - A

General conditions for the Supply of Plant and the Execution of Works in connection with Schemes in the UJVN Ltd.

1. Definition of Terms

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

The “Purchaser” shall mean the UJVN Ltd. 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 Tenderers’ heirs, legal representatives, successors and assigns.

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

The “Engineer” shall mean the officer placing the order for the work with the Contractor and such other officer as may be authorized and appointed in writing by the Purchaser to act as Engineer for the purposes of the Contract and in case no such officer has been 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 in to under clause 3 of these General conditions.

The “Specification” shall mean the Specification annexed to these General Conditions and the Schedules there to (if any).

The “Site” shall mean the Site of the proposed work as detailed in the Specification or any other place in Uttaranchal 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, type written or printed statement, under or over signature or seal, as the case may be.

Words importing persons shall includes firms, companies, corporations and other bodies whether incorporated or not word importing the singular only shall also include 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 sums not being less than one percent of the total value of the Contract as may be fixed by the Purchaser either in cash or in any other form approved by the Purchaser. The security deposit shall be refunded to the Contractor on the satisfactory completion of tests and the taken over of the plant by the Purchaser.

The charges in respect waiting and execution of the contract, document shall be born by the contractor.

The expenses of completing and stamping the Agreement shall be paid by the Purchaser and the Contractor shall be furnished with an executed stamped Counterpart of the Agreement. The import license fees will in cash case have to be paid by the contractor import license may have to be taken in the Nigam's name.

After the tender has been accepted by the purchaser all orders or instructions to the contractor shall except as herein or otherwise provided be given by the Engineer on behalf of the 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 his disapproving the drawings, the Contractor shall submit further drawing 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 drawings as approved shall be supplied to him by the Contractor and be signed by him and by 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 drawings 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 representative, whose name shall have previously been communicated in writing to the Contractor, shall have the right, at all reasonable times to inspect, at the factory of the Contractor, 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 and omissions in the drawings or 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 reason of such inaccurate information or 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 drawings 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 the 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 or demand, PROVIDED THAT the Purchaser shall notify the Contractor immediately and 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 the Contract.

8. Quality of material

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 station specified or on the site as the specification may define and the cost of packing and, unless otherwise agreed, the import duties and customs dues 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 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 and 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 provision or further provisions as he may consider necessary and charge the cost thereof to the Contractor.

For all works- If during the period of erection of a plant the Contractor or his workmen or servants shall injure or destroy any part of a building or other structure continuous to the work in progress or if any damage shall be caused from any cause whatsoever to other works (whether in progress or completed) forming part of the work for which the plant is being installed or if any imperfections become apparent in these works the cause of which imperfections are attributable to the Contractor or his workmen or servants, the 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, suspension or variations of the work (hereinafter referred to as "variation") under the Contract as shown by the contract drawings or the specification shall be made by the Contractor except as directed in writing by the Engineer, but the Engineer shall have full power, subject to the provision hereinafter contained, from time to time during the execution of the Contract by notice in writing to instruct the Contractor to make such variation 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 through the said variations occurred in the Specifications. If any suggested variations would, in the opinion of the Contractor, if carried out, prevent him from fulfilling any of his obligations or 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 Schedules of Prices, so far as the same may be applicable, and where the rates are not contained in the said Schedules or 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 variation, 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 cases where goods or material have

already been prepared or any designs, drawings or patterns have been made or work done that require to be altered, the Engineer shall allow such compensation in respect thereof as he shall consider reasonable:

Provided that no such variation shall, except with the consent in writing of the Contractor, be such as will involve an increase or decrease of the total price payable under the Contract by more than 10 per cent 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 him in writing by the Engineer in connection with the work, or shall contravene any provision of the Contract, the Purchaser may give seven days' notice in writing to the Contractor, to make good the failure, neglect or contravention complained of and if the Contractor shall fail to comply with the notice within a reasonable time from the date of service thereof in the case of a failure, neglect, or contravention capable of being made good within that time, then and in such case the Purchaser shall think fit, it shall be lawful for him to take the work wholly, or in part, out of the 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 the Contractor fail 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, tackles or other things belonging to the Contractor and the proceeds of 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, cost, and charges incurred in the completion of the work are paid by the Contractor all such materials, tools, tackle or other things remaining unsold shall be removed by the Contractor.

14. Death, Bankruptcy, etc.

If the Contractor shall die or commit any act of bankruptcy or being a Corporation, commence to be wound up except for construction purposes or carry on its business under a Receiver, the executors, successors or their 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 work, have the option of carrying out the contract subject to his or their providing such guarantee as may be required by the Purchaser, but not exceeding the value of the work for the time being remaining unexecuted. In the event of stoppage of the works, The 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 Purchaser may exercise the same power which he could exercise and will have the same rights which he could have under the proceeding 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 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 the 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 as if the plant was manufactured on the Contractor's own premises.

The Engineer shall, on given seven days' notice 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 whatever: provided that, if such notice to 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 the 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 test whether at the premises of the Contractor or of any subcontractor, the contractor, except where otherwise specified, shall provide, free of charges, 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 this 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 "variations" 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 Purchaser, except where 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 test of the plant or workmanship in accordance with the Contract. In the case of the Contractor requiring electricity for tests on site such electricity shall be supplied to the Contractor in the most convenient form available.

16. Delivery of plant

No plant shall be forwarded until shipping instructions 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 fully in the packing account, and full details of the content 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 lifting capacity shall be stated in the Specification, and it shall be available for free use of the Contractor until the plant is taken over.

ONLY APPLICABLE TO COMPLETE ERECTION CONTRACT - The work, so far as it is carried out in 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 Sub-contractor and workman 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 or representatives 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 work 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 the Contractor, the matter will 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 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 this liability.

21. Liability for accidents and damage

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

Until the plant is taken over or 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 subcontractors 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 arisen from the acts of the Purchaser or of any other person or due to circumstances even 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.

The Contractor will indemnify and save harmless, the Purchase against all actions, suits, claims, demands, costs, or expenses arising in connection with injuries (other than such as may be attributable to the Purchaser or his employees) suffered prior to the date when the plant shall have been taken over under clause 35 hereof any 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 the Contract relating to the question of the liability of employers

for injuries suffered by employees, and will, if called upon to do so, take out the necessary policy or policies of insurance to cover such indemnity.

ONLY APPLICABLE TO COMPLETE ERECTION CONTRACT - In the event of any claim being made, or action brought against the Purchaser involving the Contractor and arisen 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 of 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, under exposure to the weather, or through 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 also cover loss by theft on site in the case of contracts where the Contractor is responsible for complete erection, but not in other cases.

23. Replacement of defective work 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 work or supply all such material 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 moneys due or which may become due by him to the Contractor under the Contract, or may be recovered by suit or otherwise from the Contractor.

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

25. Terms of payment

- (1) 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 per cent of the f.o.r contract value of the plant on satisfactory completion of tests and taking over the plant.
 - (c) Ter per cent 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 of the progress of the work on the receipt by the Purchaser of monthly invoices submitted by the Contractor supported by the certificates of the Engineer.
- (2) If at the time at which either of the installments due under subclasses (b) and (c) of clause (1) hereof become payable there are minor defects in the plant which are not of such importance as to affect the full commercial use of the plant, than the Purchaser shall be entitled to retain only such part of the installment 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.

- (3) If the Purchaser desires that the plant or any portion thereof 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 risk. For such storage the Purchaser shall pay to the Contractor at a rate to be mutually agreed upon between the parties, but not exceeding 5s. (five shilling) per ton per week, payable quarterly plus interest at one percent of the contract value of the plant or portion thereof so stored, for the period from the date on which the said plant or portion 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 Government/Purchaser/owner shall have the right to recover any sums advanced in accordance with 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 expense or 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 materials supplied or work done by a sub-Contractor the total of net sums paid to the Sub-Contractor on account of such, materials or works and a sum equal to 10 percent of such net sum allowed as Contractor's profit shall be deemed to be the sum used. None of the works or articles to which such sum of money refers shall be done or purchased without the written orders of the Engineer. The Contractor shall allow the Sub-contractors every facility for the supply of materials or execution of their several works simultaneously with his own, and shall, within fourteen days after the Engineer has requested him in writing so to do, pay the dues of such sub-contractors on account of such materials or work:

PROVIDED ALWAYS that the Contractor shall have no responsibility with regard to such 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 work executed, and the certificate as to such plant and work as in the reasonable opinion of the Engineer in accordance with the Contract shall be issued within fourteen days, if possible or for other than the first payment within such time of the application for the same as is reasonably necessary for 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 dates of payments

Payments 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 represent at least 8 percent of the total contract value of the plant.

29. Certificate not to attach rights of the Purchaser or Contractor

- (1) No certificate of the Engineer on account, nor any sum paid on account of 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 Contractor, or be interpreted as approval of the work done or of the materials supplied.
- (2) No certificate for the Engineer shall create liability in the Purchaser, to pay for any alterations, amendments, variations or additional work not ordered in writing by Engineer or absolve the Contractor of his liability for the payment of damages whether due, ascertained or certified or not of any sum against the payment of which he is bound to indemnify the Purchaser, nor shall any such certificate nor the acceptance by him of any sum paid on

account or otherwise effect 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 works or delay in shipment by order in writing of the Purchaser or the Engineer unless such suspension 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 maybe, 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 fires, accident, defective materials, delay in approval of drawings, or any cause whatsoever beyond the reasonable control of the Contractor and whether such delay or impediment shall occur before or after the time 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 Contractor & any extension thereof, the Contractor agrees to accept a reduction of the contract price by half per cent per week reckoned on the contract value of such portion only of the plant as cannot in consequence of the delay be used commercially and efficiently during each week between the appointed or extended time, as the case may be, and the actual time of acceptance under clause 35, and such reduction shall be in full satisfaction of the Contractor's liability for delay; but shall not in any case exceed 10 percent of the Contract value of such portion of the plant.

33. Tests on completion

Whenever possible all tests shall be carried out before shipment. Should, however, it be necessary for the final tests as to performance and guarantees to be held over until the plant is erected at site they shall be carried out in the presence of the Contractor's representative within one month of the completion of erection. If the result of these tests shall not come within the margin specified, the tests shall, if required, be repeated within one month from the date the plant is ready for re-test and the Contractor shall repay to the Purchaser 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 or failure, and the Contractor shall forthwith make the defect 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 fulfill the requirements of the Contract. Such replacement shall be carried out by the Purchaser within a reasonable time & at a reasonable price & 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 lible only to repay to the Purchaser all money 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 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 forthwith issue a Taking-over Certificate.

In the event of final or any outstanding tests being held over until the plant is erected such Taking-over Certificate shall be issued subject to the results of such final or outstanding 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 the 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 the Purchaser's expense, make the said tests during the maintenance period and except as aforesaid under the same obligations as specified in 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 do not 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 or 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 the conditions provided for by the Contractor under proper use and arising solely from faulty design, materials or workmanship, provided always that such defective parts as are not repairable at site and are not essential in the meantime 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 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 matter arisen in the performance thereof, serve all notices and obtain all consents, way leaves, approvals, and permission required in connection with the regulations & by-law 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, 2003, and any statutory regulations 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 Ltd. and the Engineer of the contract on the other touching the contract, or as to the true construction, meaning and intent of any part or condition of the same, or as to the manner of execution, or as to the quality or description of, or payment for the same, or as to true intent, meaning, interpretation, construction or of fact of the clauses of the Contract, specifications or drawings or any of them, or as to anything to be done omitted 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 any claims on account of such breach as alleged breach 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 M.D., UJVN Ltd. 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 party and party 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 Purchaser shall be withheld on account of such proceedings.

Any action taken or proceedings initiated on any of the terms of this agreement shall be only in the Court of competent jurisdiction under the High Court of judicature at Nainital.

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 hereunder shall be made in rupees unless otherwise specified.

40. Marginal notes

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

Executive Engineer (HQ)

Special Conditions

1. APPLICATION

These Special Conditions shall be read and construed along with the “General conditions of Contract” annexed herewith and in case of any conflict or inconsistency between the General and Special Conditions, the provision contained in these Special Conditions shall prevail.

2. SCOPE OF WORK

The work to be performed under this contract in providing all labour, materials, plants, equipment, temporary works, constructional plant, fuel supplies transportation and all incidental items not shown or specified, but reasonably implied, necessary for the proper completion of the work (except items specified to be furnished by the Nigam or others) all in strict accordance with the schedules and specifications and including revisions and amendments thereto as may be provided by the Engineer during the execution of the work in explanation of the Contract.

3. MATERIALS AND WORKMANSHIP

- (a) All material shall be new and the best of their respective kinds. Where not specifically detailed or described, material and workmanship shall be as directed by the Engineer in charge. Qualified, careful and efficient personnel shall execute the work in the best and most workmanlike manner.
- (b) Proposals shall be based on the materials specified and any request to substitute any other materials shall be so mentioned in the proposal, together with amount to be added or deducted. Any request for substitutions after the contract is awarded shall likewise be accompanied with the difference in price.
- (c) The Contractor shall carry out the entire work in the most workmanlike manner. Any material, arranged by the Contractor for use on works, and not approved by the Engineer in charge shall be promptly removed from the site of work, failing which the rejected material shall be got removed by the Engineer in charge by any means he thinks fit, and the cost involved in such removals certified in writing by the Engineer in charge shall be debited to the Contractor and shall be legally binding on him (Contractor).

4. SITE CONDITIONS

It shall be understood that the Contractor has satisfied himself as to nature and location of works, the general and local conditions, including these bearing upon transportation, disposal, handling and availability of labour, water etc. or similar physical conditions at the site, the configuration and conditions of ground, the character of equipment and facilities needed preliminary to and during the execution of the work, or the cost thereof under this contract, e.g. any default or failure by the Contractor to acquaint himself with all the available information concerning these condition will not absolve him of his responsibility for the execution of this contract according to the provisions of the specifications unless the Contract expressly provides that responsibility thereof is assumed by the Nigam.

No claims shall be entertained at later date out of inadequate knowledge of the site.

5. ELECTRICITY

- (a) Electricity connection will be given at one central point free of cost for construction work. If the area of work is large and the contractor's two or more sites of work under the same contract are separated by not less than 500 meters then second point of supply may be given free of cost at the discretion of the Engineer of the Contract. Electric power would be payable by the Contractor at latest prevalent tariff. Contractor shall arrange to install his own switchgears and distribution lines to make necessary connection to the place of work at his own cost and will observe Indian Electricity Rules. He shall also arrange at his own cost for temporary lighting for his work area. In case any re-routing of such distribution lines is needed to facilitate work at site the contractor shall do so at his own cost.
- (b) Metered Electricity will be supplied at one central point at the normal tariff in force for the domestic use of the Contractor's site staff.

6. VARIATION IN QUANTITY OF WORK

There may be variation in the individual item in the Schedule during actual execution of the work. However, tendered unit rates shall remain firm for all range of variations. The variation in overall tendered value of the contract shall be allowed up to $\pm 10\%$ depending upon the requirement of the work.

7. The Contractor is expected to have sufficient experience of similar work and the entire work shall be carried out in a most workman like manner. Any material not approved by the Engineer-in-charge by any means he thinks fit and the cost involved in such removal shall be debited to the Contractor. The Certificate of the Engineer-in-charge regarding the correction of such cost shall be final and legally binding on the contractor.
8. Each page of the tender or documents must be signed and dated by the tenderer. All writing shall be in ink only. Overwriting, erasing etc. shall be avoided. All cutting shall be duly attested by the tenderer.
9. When a tenderer signs a tender in an Indian language, he should quote the rates in the same language and in English.

10. In the event of tender being submitted by a firm, it must be signed by each member thereof or in the event of absence of any member, he may authorize anybody to do so. Such power of attorney should be produced with the tender.
11. Earnest money as notified in Tender notice shall be deposited in the shape of call deposit or Bank Draft, N.S.C. or F.D.R. duly pledged in favor of the UJVN Ltd., Dehradun.
12. Canvassing in any form is strictly prohibited and if any tenderer is found doing the same his, tender shall be rejected summarily.
13. Time is the essence of the Contract and preference is likely to be given to a tenderer who will be in position to complete the work in all details within the shortest possible time. The tenderer should specially mention in his tender at the bottom of schedule of quantities the time he will require for completion of all work within the scope of the tender even in the case of time of completion already being stipulated in the tender document/tender notice.
14. The Contractor shall arrange his own tools and plants required for proper completion of the work.
15. If the Engineer-in-charge feels satisfied that he has sufficient reasons to do so, he shall ask the Contractor to remove from the site of work any labour, chowkidar or any other person including the agent employed by the Contractor at any time during the currency of the agreements. The Contractor shall be legally bound to comply with such orders in strict accordance with the written direction contained in the said order.
16. No Claim shall be entertained for the labour remained idle due to delay in supply or shortage of material to be supplied by the department or breakdown of electricity, water supply arrangement if done by department, or delay in payments.
17. The Contractor should be present at the time of taking measurements. He shall be informed when measurement are to be taken.
18. Tenders for part work shall not be accepted. Telegraphic offer shall not be accepted.
19. Nigam reserves the right to reject or accept tenders without assigning any reason whatsoever.
20. The work may be divided amongst more than one Contractor or only a part of the work may be awarded to the successful tenderer on the discretion of the Nigam without assigning any reason.
21. It shall be the responsibility of the Contractor to clear the site of work from all debris, rubbish, rora, any surplus earth after completion of work at no extra cost.
22. **SAFETY PRECAUTIONS**
The Contractor shall at all time exercise reasonable and proper precautions for the safety of the labour and equipments at site. The Contractor shall be responsible for all risk to the lives and property belonging to the Nigam and other Contractors working in the area. Although all the reasonable and proper precautions may have been taken by the Contractor, he shall be called upon by a Court of law to make good any loss or damage, properly ascertained by reasons of any act of negligence or omission of the Contractor which the Nigam may be required to pay in respect thereof any amount or any cost or charge including legal charges in connection with all -legal proceedings which the Nigam may incur in reference thereto shall be chargeable from- the Contractor.
23. **AUTHORISED AGENT**
The name of authorized agent shall be intimated in writing to the Engineer-in-charge failing which the Engineer-in-charge will be free to assume his mate or munshi on work as his authorized agent for purpose of delivery of letter and instruction regarding the work.
24. Upon acceptance of tender, the successful tenderer shall within the time specified in the letter of intent, deposit such an additional sum together with the Earnest money (2.5 % of the estimated value of tender) already deposited at the time of submission of tender, will amount to 05% of the value of the contract to form the initial security deposit. Failing to deposit this additional sum within the period specified would make the Earnest Money deposited by the tender liable to be forfeited and acceptance of the tender shall be considered as withdrawn.
25. **PAYMENT**
95% running payment shall be released to the Contractor in 12 equal monthly installments based on measurement of work executed by him, after deducting the cost of materials (if required) issued by the department. 05% payment shall be retained by the Nigam as performance guarantee security. This amount along with 5 % security deposit will be released after six months beyond the completion of the contractual period of 12 months.
26. **LAWS**
The laws, rules and regulations of all Government authorities in India, having jurisdiction over the work shall govern the work of this contract with the same force and effect as if incorporated in full into contract documents.
27. **ESCALATION OF RATES**
No escalation of rates over the finally accepted rates for execution of the work shall be allowed during the entire contract period or extension thereof.
28. **RATES**
The rates quoted by the tenderer shall remain valid for three (3) calendar months from the date of opening tender. Rates quoted shall include GST. The rates shall remain firm during the currency of entire contract period or extension thereof.

29. Tender documents shall consist of the following documents, which shall be submitted by the tenderer duly filled and signed:-
- (i) Agreement of validity on non-judicial stamp paper of Rs.100/- plus revenue stamp of Rs. 1/-
 - (ii) An affidavit by the bidder on non-judicial stamp paper of Rs.10/- regarding correctness of information/documents furnished with bid document.
 - (iii) Statement of status and past experience of tenderer.
 - (iv) Form of agreement.
 - (v) General conditions of Contract.
 - (vi) Special conditions.
 - (vii) Additional conditions of the work
- The above-mentioned documents submitted by the successful tenderer along with mutually accepted supplementary conditions shall form the contract agreement.
30. All disputes arising out of and touching or relating to the subject matter of this agreement shall be subject arbitration as per the provisions of this tender document mentioned under "General Condition of Contract".
31. In case the work is awarded to an agency which is based outside Dehradun, the agency will depute its authorized representative in Dehradun who may be contacted anytime regarding the work; failing which the contract may be cancelled.
32. All labour rules with deployed contractual manpower shall be followed by the contractor. Wages paid to the labour/persons engaged for the work shall be governed with the minimum wages Act applicable in Uttarakhand as per Annx-C
33. All terms and conditions of the labour act as EPF deductions etc. applicable in Uttarakhand shall be followed. The contractor will provide monthly payment receipt of his employees and their Insurance, EPF, ESI deposit slip to the office of Executive Engineer (HQ) at the time of submitting monthly bill for payment of work. All the working staff of contractor should cover under Insurance, EPF, ESI and attendance register copy will also be provided by the contractor at the time of bill submission. Failing this may lead to terminate the Agreement.
34. Tax Deduction at source (TDS) for income tax and other Govt. levies as per law shall be made from the bills submitted by the contractor.
35. Company/firm either should have office in Uttarakhand or shall depute one person in work area for the entire contract

Executive Engineer (HQ)

Technical Specifications

- 1 The guest house (transit accommodation) of UJVNL at Mussoorie, Dehradun consists of two floor building having reception, seven number VIP suits with attached toilets, Drawing cum Dining space, kitchen, staff room, upper side/lower side entry, two side parking space, stairs space and porch. Bidders in their own interest may visit the site & familiarize with the nature and quantum of work including scope of work, scope of supply and specifications.
- 2 The contractor shall be custodian of the Nigam's property in the UJVNL Transit Accommodation at Mussoorie, Dehradun. After Acceptance of offer, he shall be handed over the complex along with all furniture, fixture, furnishing, T & P, utensils, crockery etc. on submission of a FDR/CDR/NSC for a period of minimum fifteen months of **Rs. 50,000** pledged to UJVNL Ltd., Dehradun. The contractor shall maintain the kitchen properly and shall hand over them back in perfect running condition after completion of contract. He shall be fully responsible for any theft/damage/breakage other than normal wear and tear. Department has right to check up the premises and all T & P and accessories without any prior notice and if any item is found missing, same shall be replaced at contractors' cost immediately.
- 3 The contractor shall be responsible for payment of **monthly expenditure of subscription of newspapers/magazines (Minimum two Newspapers, 01 Hindi & 01 English daily and two monthly magazines)**
- 4 The contractor shall be responsible for day-to-day repairs and maintenance such as **cleaning of furniture, Dry cleaning of all sofas/chairs with vacuum cleaner/drier**, failing which he shall be held responsible for the same and shall be imposed a penalty of Rs. 300/- for each such lapse. The machines like intercom, UPS, computers and other associated peripherals, Fax machines, Water coolers, Water purifier, invertors & all other existing machineries or purchased in future are not covered under the scope of this work. Operation of these gadgets may however be done by the contractor.
- 5 He shall be responsible for keeping the premises properly clean and dry and under proper hygienic conditions. He shall clean the premises and carry out daily shining the floor with the wet cloth daily twice a day, cleaning the glasses by glass cleaner, dusting of rooms, including brooming & washing the floor if necessary, cleaning of sofa & other important goods/ machines by vacuum cleaner, using deodorant if necessary.
- 6 He shall be responsible for daily preparation of bed, changing of towel, soap etc. He shall be responsible for getting linen, quilt/blanket covers, curtains, bathing towels, hand towels etc. cleaned, steam pressed and rearrange the same in businesslike manner at regular interval or as desired by the Engineer-in-charge
- 7 The contractor shall maintain suitable cooking arrangement for preparing Tea/Coffee/snacks, breakfast, Lunch, Dinner etc. and serving the same within the Transit Accommodation as per requirement and as per direction of in charge of Transit Accommodation. In addition, all the material required for preparation of food items in kitchen shall be arranged by the contractor himself. The Contractor shall provide all the food items to the guests on cash payment basis with reasonable rates of all food items as per the list enclosed herewith. However, in case of VVIP/VIP guests of the Nigam, whose payment for food items shall be additionally paid by the Nigam, against the verified bills raised by the contractor. The items not covered in the list may be decided with mutual consent. The contractor shall maintain working staff round the clock (minimum 08 Nos) at Transit Accommodation for the following work:
 1. Cleaning of complete area of Transit accommodation covered/open.
 2. Cleaning of toilets, washrooms.
 3. Any other work, which may be required during day-to-day work.
 4. Additional labour for special occasions/requirement on payment as per actual.
 5. Cleaning & washing of floors / walls / Maintaining lawns / all plants & planters, whatsoever is essential for proper maintenance of the Transit accommodation.
 6. Supervisor to take care of all the works related to cleaning & upkeep.
 7. Additional work as per requirement.
8. Supervisor/caretaker deployed for the Guest House/Transit Accommodation should be well educated and well versed with the guest house operation, housekeeping & record keeping of Guest House, if person found unsuitable Nigam may be free to deploy the person/ taken from any out agency & subsequently the amount/ charges on a/c of the salary of supervisor/caretaker will be deducted as per Minimum Wages Act (MWA) of Uttarakhand.
9. The staff so provided shall be well mannered, healthy, courteous, and helpful in nature. If person/ labour employed by contractor is found unsuitable for the job or in case any staff is found in drunken state, misbehaving or otherwise unwanted the contractor shall replace him within 24 hours by other suitable person, if contractor fails to deploy the suitable person, amount will be deducted as per wages/salary applicable by the Minimum Wages Act of Uttarakhand. However legal/police action against such person, if any, shall also be taken for any such undesirable action. If matter could not be solved or be publicized or effects on the name or reputation of Nigam guest house/Transit accommodation, contract may be rescinded at once without any notice.
10. Electricity and water charges for the O&M of the Transit Accommodation shall be payable by the Nigam.
11. The samples of food shall be checked from time to time without any prior notice. In case the quality of food stuff is

found substandard or not up to the mark, at first instance the contractor shall be advised to improve. On the second instance he shall be imposed a penalty of Rs. 1000/- and on the third instance the department shall be at liberty to review the contract or impose suitable penalty or both in which case the decision of the Engineer-in-charge shall be final.

12. No room shall be provided for the outsiders. Stay in the guest house will be permitted only after necessary directives from the in charge of the transit accommodation/ Engineer in-charge
13. The contractor shall maintain a complaint/ suggestion register which shall be put up to all guests prior to their departure for their opinions, remarks, and suggestions for improvement of the services at the guest house and shall be put up to the inspecting officers and officials monitoring and follow up action.
14. The Tenderer will be responsible and liable for the implementation of all the statutory provisions in respect of minimum wages of Uttarakhand Government, Provident Fund, Insurance & bonus etc., to the manpower deployed by him and applicable under the Labour Laws. All the working staff of contractor should cover (by the contractor) under Accidental Insurance, EPF, ESI and are eligible for applicable bonus. The Tenderer shall also maintain all the statutory registers under the law. The contractor will provide monthly payment receipt of his employees and their Insurance, EPF, ESI deposit slip to the office of Executive Engineer (HQ) at the time to submitting monthly bill for payment of work. In case the tenderer fails to comply with any statutory obligation under any Labour Laws, Nigam will be entitled to get itself reimbursed out of the bills or the security deposit of the Tenderer and can be blacklisted the contractor for further work of Nigam.
15. Nigam shall not be responsible financially or otherwise for any injury to the manpower caused during their performing the security or for payment of any compensation.
16. The Tenderer shall not be permitted to transfer or assign his rights and obligations under the contract to any other organization or otherwise.
17. Time shall be the essence of the Tenderer and the duration of this contract shall be for a period of twelve months which is extendable for a further period, except in the event of earlier termination under the terms and conditions. The contract shall automatically expire after completion of twelve months, unless extended further by mutual consent of the parties in writing.
18. The Engineer In charge has the absolute right to terminate the contract at any time before the due date of expiry without assigning any reason by giving one month's notice in advance to the Tenderer in writing or by making equivalent payment thereof.
19. In the event of the Tenderer desiring an earlier termination of the contract, he shall have to give three months advance notice to the Nigam or Tender three months equivalent payment.
20. The Tenderer will be bound by the details and documents as furnished by him to the Nigam while submitting the tender or at any other time. In case any of the details of such documents furnished by him, are found to be false at any stage, this would be deemed to be a breach of the terms of Contract making him liable for action.
21. In case of breach of any of the terms of Agreement, the security deposit of the Tenderer will be liable to be forfeited by the Nigam. In addition, the Contract/Agreement will also be liable to be terminated. Any sum of money due or payable to the Nigam including the security deposit refundable to him under the contract can be appropriated by the Nigam against any amount which the Tenderer may owe to the Nigam.
22. It should be ensured that trees, flowers & plants are not damaged either by the campus inmates or by outsiders.
23. TDS will be deducted as per prevailing Income Tax Laws and certificate to this effect shall be provided to the Tenderer by the Nigam. The responsibility of paying the GST as per prevailing rates and as claimed in the bill amount, will be the responsibility of the Tenderer. The Tenderer will be required to furnish proof of such deposit to the Nigam every month.

Executive Engineer (HQ)

RESPONSIBILITIES –DUTIES OF THE CONTRACTOR.

- 1 The contractor shall be responsible for the entire cleanliness of the Transit accommodation.
- 2 All work such as daily cleaning i.e. dusting of furniture and walls brooming, sweeping of floors etc. all works shall be completed before 10.00 AM every day.
- 3 The verandah inside in the Transit accommodation shall be cleaned with wet clothing twice daily one before office hours and other at lunch hours.
- 4 Contractor shall ensure- cleaning of towels daily.
- 5 New soap / liquid soap/ room freshener/phenyl or any other material required shall be arranged well in time.
- 6 Contractor shall ensure that all gadgets and lights are operational; taps are in proper working conditions. if any Replacement required inform to the Engineer-in-charge timely.
- 7 Toilets are cleaned daily with phenyl, sufficient naphthalene balls and odonil etc. should be there in all the toilets.
- 8 The contractor shall ensure that the new soap and fresh towels are there in the toilet. Toilets paper is intact. The room is clean and free of any bad odors. All gadgets and lights are operational, taps are in perfect condition. Mirror is clean.
- 9 He shall be responsible for keeping the premises properly clean and dry and under proper hygienic conditions. He shall clean the premises and carry out daily shining the floor with the wet cloth daily twice a day, cleaning the glasses by glass cleaner, dusting of rooms, including brooming & washing the floor if necessary, cleaning of sofa & other important goods/ machines by vacuum cleaner, using deodorant if necessary.
- 10 He shall be responsible for daily preparation of bed, changing of towel, soap etc. He shall be responsible for getting linen, quilt/blanket covers, curtains, bathing towels, hand towels etc. cleaned, steam pressed and rearrange the same in business like manner at regular interval or as desired by the Engineer-in-charge.
- 11 The contractor shall be responsible for receiving the guests, help them in housing in their suits, providing requisite comfort and attending them as and when required.
- 12 Consumption of alcohol is not allowed in the Transit accommodation.
- 13 In case any staff is found inside the premises under influence of alcohol, he shall be asked to leave the Transit accommodation immediately and shall be substituted with suitable person. As contractor is responsible for posting suitable persons at Transit accommodation, a penalty of Rs. 1000/- shall be levied on the contractor for such occurrence.
- 14 The staffs are supposed to be polite with the Guests/ officers. Any reported incidence of rude behavior or reluctance to carryout instructions shall be viewed seriously and if such incidences are found, a penalty of Rs. 300/- shall be imposed on each of such incidence and staff concerned shall be substituted.
- 15 All towels, shall be properly cleaned and remain stain free. No dust should be found on wall or floors or on furniture.
- 16 It shall be contractor's responsibility that all corridors, rooms, Dining hall, verandah, kitchen etc. remain clean, dry and dust free.
- 17 All kitchenware, gadgets, utensils, crockery etc. shall remain clean, free from oil stains and dry.
- 18 The cook shall be experienced and well versed. In case, at any stage it is found that the cook is not good enough, he shall be replaced with suitable substitute.
- 19 The contractor shall also maintain a suggestion register. He shall place it before the guest invariably before his departure for recording the performance and suggestions for smooth and better management. Any failure on this account shall be taken as poor performance by the contractor.
- 20 He shall keep parking place, approach path etc. clean.
- 21 He shall also maintain all the plants inside the building, will water them provide fertilizers, necessary trimming, cutting etc.
- 22 He shall get dirty towel, properly cleaned steam pressed and rearrange the same.
- 23 In case of any untoward incidence, he shall immediately inform the Manager (A&S).
- 24 Contractor shall ensure salary disbursement to all staff up to 7th of every month positively.
- 25 Contractor shall be responsible for depositing the room rent collected from the guests in nigram bank account and shall intimate to Engineer in charge with bank receipt.
- 26 Payment shall be released for each month only after ensuring payment of wages to the staff engaged. In case of the delay on the part of contractor the same shall be paid by the Nigram which shall be recovered from the contractor. In case of delay in distribution of salary, a penalty of Rs. 200/- per day shall be deducted from the bill of contractor & in repetition of the delay, the entire security may be forfeited, and the agreement will be rescind.

Executive Engineer (HQ)

Bill of Quantities
(Price to be quoted by Contractor)

Name of work: **Annual Operation, maintenance, cleaning, and up-keep of transit accommodation at Mussoorie, Dist.-Dehradun**

Tender Cost : Rs. 1000.00 plus 18 % GST

Earnest Money : Rs 62,000.00

Duration of work: : 12 Months

| Name of work :- Annual maint.,operation, upkeeping of Transit accomodation at Mussorie 2025-26 | | | | | |
|--|--|-----------|-------|-------|--------|
| S. No. | Description | Unit | Qty | Rate | Amount |
| 1 | Annual operation ,maintenace, upkeeping of Transit accomodation at Mussoriee including Supplying and Engaging Skilled and Un-Skilled manpower (02 Skilled and 06 unskilled Toal 08 Manpower) for cleaning of floors, all attached Toilets and genral Toilets, Floors and Walls, corridor, verandah, approach path,stairs,parking space,cleaning the Sanitary and Sewer line where blocked, cleaning the Roof tops, railings ,upkeep and maintenace of indoor and outdoor plants, Expenditure for washing of towel& bed sheets, Supplying materials for cleaning &upkeep as given in annexure and Providing Staff Uniform including Shoes (For 08 No. Staff Twice a Year & Drycleaning of Running Mats,Foot Mats,Curtains and Sofa set(Once in Six Months) etc required for proper completion of the work as per the direction of Officer-in- Charge. | Per Month | 12.00 | | |
| | | | | Total | |

Total Amount : Rs..... only (In words) excluding GST

Terms & Conditions:

1. Monthly rates should be quoted for complete work and nothing shall be paid extra on this account.
2. All labour rules with deployed contractual manpower shall be followed by the contractor.
3. All terms and conditions of the labour law/act as EPF deductions applicable in Dehradun etc. shall be Followed.
4. Deduction at source (TDS) for income tax and other Govt. levies as per law shall be made from the bills submitted by the contractor.

**Signature of tenderer
with complete Name & Address**

Executive Engineer (HQ)

Material required for cleaning

Following items are required for proper completion of the work & contractors are required to arrange the following material in sufficient quantity every month well in advance before the existing store is finished. In case the material is not arranged well in time, the same shall be arranged departmentally from the market without any prior notice & the recovery shall be made from the bill of the contractor at a penalty rate just double of the purchase rates & no claim in this regard shall be made. Some material required for the purpose & not mentioned hereunder shall also be arranged by the contractor without any additional cost.

| Sl No. | Description | Monthly Expenditure | |
|--------|--|---------------------|------|
| | | QTY | Unit |
| 1 | Odonil | 10 | No |
| 2 | Naphthalene | 6 | Kg |
| 3 | Phenyl | 6 | Lts |
| 4 | Acid | 4 | Lts |
| 5 | Liquid soap | 6 | No |
| 6 | Room freshner | 2 | No |
| 7 | Duster for sweeping | 10 | No |
| 8 | TOILET CLEANER(HARPIC) 500ML | 8 | No |
| 9 | toilet paper roll | 7 | Roll |
| 10 | Wiper | 4 | No |
| 11 | toilet soap single use | 50 | No |
| 12 | Detergent(1 kg) | 2 | Kg |
| 14 | Glass cleaner & table cleaner | 3 | No |
| 15 | Bathing soap | 20 | No |
| 16 | All out repellent refill | 6 | No |
| 17 | Paper napkin | 6 | Set |
| 18 | Phool broom | 5 | No |
| 19 | Hard broom | 3 | No |
| 20 | Hit spray | 4 | No |
| 21 | VIP Kit (Tooth Paste, Tooth brush, soap, shaving cream/gel,shower gel,shampoo) | 6 | No |
| 22 | miscellaneous(related to cleaning) | As per requirement | L.S |

Executive Engineer (HQ)

Annexure 'B'**Details of staff required:**

| | |
|---|--------------------|
| 1. Supervisor or caretaker | 01 No (Skilled) |
| 2. Chef/Cook for kitchen | 01 No (Skilled) |
| 3. Assistants cook cum attendant for helping in cooking | 02 Nos (Unskilled) |
| 4. Attendants for helping | 02 Nos (Unskilled) |
| 5. Sweeper for toilet cleaning/other cleaning works | 02 No (Unskilled) |

The staff numbers shown above are bare minimum for the satisfactory completion of the work and in case short staff is provided the recovery as decided by the Engineer in Charge shall be recovered from the bill of the tenderer.

Executive Engineer (HQ)

Annexure 'C'

Rate chart of approved MENU to be arranged & served in UJVNL transit Accommodation by Contractor, At Mussoorie Dehradun

| GENERAL | | | BREAKFAST (Item wise) | | |
|------------------------|--|------------|-----------------------|---|------------|
| Sl. No. | Name of Item | Rate (Rs.) | Sl. No. | Name of Item | Rate (Rs.) |
| 1. | Tea per cup | 10.00 | 1. | Biscuit salted/sweet (6 Pcs.) | 15.00 |
| 2. | Tea with Tea Bag per cup | 15.00 | 2. | Namkeen Mixture | 20.00 |
| 3. | Tea with Sugar free per cup | 15.00 | 3. | Premium Biscuit/Cookies 4 Pcs. | 28.00 |
| 4. | Coffee Cup | 20.00 | 4. | Cashew Nut Mixture | 30.00 |
| 5. | Milk (200ml) | 20.00 | 5. | Popcorn Plate | 10.00 |
| 6. | Lassi Salted (200ml) | 15.00 | 6. | Veg. Sandwich | 20.00 |
| 7. | Lassi Sweet (200ml) | 25.00 | 7. | Papaya Plate (Single Serving) | 25.00 |
| 8. | Mix Fruit Juice (200ml) | 25.00 | 8. | Apple Plate (Single Serving) | 40.00 |
| 9. | Mineral Water (1 Ltr.) | MRP | 9. | Plain Bread Toast (2 pc.) | 15.00 |
| 10. | Veg. Pakora (Per Plate) | 30.00 | 10. | Bread Toast with butter (2 pc.) | 20.00 |
| 11. | Samosa, Bread Pakora(Per Pc.) | 15.00 | 11. | Omelet (2 eggs) | 35.00 |
| 12. | Sweet Pastry/Swiss Roll/Gulab Jamun | 30.00 | 12. | Cornflakes with milk | 28.00 |
| 13. | Soup (Tomato) | 25.00 | 13. | Plain Parantha (1 Pc.) | 20.00 |
| 14. | Soup (sweet Corn/Mix veg.) | 25.00 | 14. | Aloo Parantha (1 Pc.) | 30.00 |
| 15. | Ice cream | MRP | 15. | Butter | MRP |
| 16. | Cold Drink | MRP | 16. | Green Salad (One plate) | 25.00 |
| 17. | Plain Curd | 20.00 | 17. | Raita (Boondi) | 20.00 |
| BREAKFAST (per person) | | | Lunch/Dinner | | |
| 1. | Bread with Butter/Jam (Four Slices), sauce | 30.00 | 1. | Dal, Roti, Rice, Pickle | 80.00 |
| 2. | Plain Parantha (2 pcs) with curd, pickle | 40.00 | 2. | Fried Dal, Raita/curd , Roti, Rice Onion Salad ,Pickle | 95.00 |
| 3. | 5 Puri with Chana/Curd/Aloo, pickle, Onion salad | 50.00 | 3. | Seasonal Veg., Fried Dal, Roti, Rice, Salad, Pickle | 110.00 |
| 4. | Aloo/stuffed parantha (2 pcs.), chana/curd, butter, pickle | 50.00 | 4. | Raita/curd, Seasonal Veg., Fried Dal, Roti, Rice, Green Salad, Pickle | 130.00 |
| 5. | Omelet (2eggs) with Four slices of bread, Sauce | 50.00 | 5. | Paneer Dish, Raita/curd, Seasonal Veg., Fried Dal, Stuffed Roti with butter, Jeera/plain Rice, Green Salad, Pickle, Papad, Sweet Dish | 230.00 |
| 6. | Corn flakes/Oats with milk | 35.00 | Extra Items | | |
| 7. | Seasonal vegetable with 4 Roti | 50.00 | 1. | Dal Fry | 55.00 |
| Non-Veg. Items | | | 2. | Dal Makhani | 65.00 |
| 1. | Kadhai Chicken (one plate) | 170.00 | 3. | Rice Plate (single) | 40.00 |
| 2. | Mutton Rogan Josh (one plate) | 220.00 | 4. | Mix Vegetable | 40.00 |
| 3. | Chicken Curry (one plate) | 150.00 | 5. | Plain Chapatti | 8.00 |
| 4. | Fish Curry (one plate) | 200.00 | 6. | Rajma/Chole | 65.00 |
| 5. | Egg Curry (one plate) | 50.00 | 7. | Shahi Paneer/ Kadhai Paneer | 70.00 |
| | | | 8. | Peas Paneer | 65.00 |

*Any other items not included in the above list shall be arranged as required on actual at actual cost

Annexure 'D'**Declaration certificate**

I/we (.....Name of firm) hereby declared that I am fully understood that my/our tender can be rejected if following criteria found inappropriate with the rates quoted by me/us. I/we also declared that: -

- 1- I/We (.....Name of firm) shall pay salary **as per Annex-C of Minimum Wages Act (MWA) of Uttarakhand**, in addition with applicable DA (revised time to time), EPF, ESIC, Bonus and accidental insurance to each of his working staff of guest house. During the contract period if any complaint will be received from my side of improper salary with DA/EPF/ESIC and accidental insurance, the amount will be directly deducted with my monthly bill. During contractual period, no extra amount will be paid to me for enhancement of DA/EPF/ESIC.
- 2- I/We (.....Name of firm) shall be rejected by the Nigam if rates quoted by me are less than the Total manpower Basic pay amount (**Minimum Wages Act (MWA) of Uttarakhand**,) in addition with applicable DA, EPF, ESIC, Bonus, accidental insurance charges to each of my working staff and other minimum required working expenses (Annex-A) of guest house considering average of 10 day occupancy
- 3- I/We (.....Name of firm) shall be responsible to provide any increase in the salary of working staff as per the order of Government of Uttarakhand from time to time.

SIGNATURE OF TENDERER