

UJVN LIMITED

(A GOVT. OF UTTARAKHAND ENTERPRISE)



Name of Work: Procurement of Oxide inhibiting Electrical joint Compound for 220kV Switchyard at Khodri Power Station, Khodri.

NIB No. 04/EE(Gen.)/Khodri/2023-24

Invited By:

Executive Engineer(Generation)

Khodri Power Station, UJVNL

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TABLE OF CONTENTS

<u>Sections</u>	<u>Descriptions</u>	Page No.
•	Notice Inviting Tender	
1.	Instructions to Tenderers and Eligibility Criteria	
2.	General Conditions of Contract	
3.	Special Conditions of Contract	
4.	Technical Specifications	
5.	Schedule of Prices & Quantity	
6.	Safety Manual	

Notice Inviting Tender

	UJVNL LTD. H.O.: "UJJWAL", Maharani Bagh, G.M.S. Road, Dehradun-248006 Telephones: 0135-2763808, Fax: 0135-2763508 CIN No. U40101UR2001SGC025866, Website: www.ujvnl.com
Tender Notice Office of the Executive Engineer (Generation), Khodri Power Station, Dakpathar (Dehradun), invites sealed tenders from interested parties. Brief summary of tender is given below: Tender No: 04/EE(Gen)/Khodri/2025-26: Procurement of Oxide Inhibiting Electrical Joint Compound for 220kV switchyard at Khodri Power Station. Estimated cost: Rs. 85,325/- G.S.T extra Date of availability of bid document on website: 25.09.2025, 10:00 hrs. Last date for submission of tender: 15.10.2025 up to 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 (Generation) "Avoid wasteful use of Electricity"	

	यूजेसीएनलिमिटेड मुख्यालय "उज्जवल" महारानीबाग, जी०एम०एस०रोड, देहरादून-248006 दूरभाष: 0135-2763808 फैक्स: 0135-2763508 CIN No. U40101UR2001SGC025866 वेबसाइट :www.ujvnl.com
निविदासूचना कार्यालय अधिशासी अभियन्ता(उत्पादन), खोदरी पावर स्टेशन, डाकपत्थर (देहरादून), द्वारा इच्छुक निविदादाताओं से मुहरबंद निविदायें आमंत्रित करता है। निविदा का संक्षिप्त विवरण निम्नवत है: निविदा सं०: 04/अ०अ०(उत्पा०)/खोदरी/2025-26: खोदरी विद्युत गृह पर 220 केवी स्विचयार्ड के लिये ऑक्साइड अवरोधक विद्युत ज्वाइंट कम्पाउण्ड की आपूर्ति का कार्य। अनुमानित लागत: ₹0 85,325 /- जीएसटी अतिरिक्त, वेबसाइट पर निविदा प्रपत्र की उपलब्धता की तिथि: 25.09.2025, 10:00 बजे निविदा जमा करने की अन्तिम तिथि: 15.10.2025, 16:00 बजे तक। अन्य जानकारी हेतु कृपया हमारी वेबसाइट देखें। निविदा प्रपत्र निगम की वेबसाइट "www.ujvnl.com" से डाउनलोड किये जा सकते हैं। अधिशासी अभियन्ता (उत्पादन) "बिजली के दुरुपयोग से बचें"	

SECTION-1: INSTRUCTIONS TO TENDERERS AND ELIGIBILITY CRITERIA
Submission of the offer against tender specification NO. : 04/EE(Gen.)/Khodri/2025-26

Online tenders are invited from the reputed Contactors/Bidders (a bidder may be a Person, Private Entity or a Government owned entity, a firm or a company [No Joint Venture (JV) is allowed] fulfilling the Pre-Qualification Criteria in the Office of Executive Engineer (Gen.), UJVN Ltd, Khodri Power House, Khodri Mazri, Distt. Sirmaur (H.P.) in two separate parts:

Name of the work: - **Procurement of Oxide Inhibiting Electrical Joint Compound for 220kV switchyard at Khodri Power Station, Khodri.**

Part-1 Containing tender cost & Earnest Money & other downloaded tender documents, non judicial stamp paper worth Rs. 100.00 for validity guarantee/agreement and documents required in Eligibility Criteria super scribed as Part-I against specification No : 04/EE(Gen.)/Khodri/2025-26

Part-2 Containing price schedule on the prescribed proforma scribed as “**Price bid**” against specification No : 04/EE(Gen.)/Khodri/2025-26.

2. The tender shall be received up to **16:00 hrs. on dated 15.10.2025** and shall be **opened on 17-10-2025 at 11:30 Hrs** in presence of the tenderers who wish to remain present at the time of opening of the tender. Part – 2 of tender shall only be opened if firm fulfills all conditions of Part-1 of tender.
3. **Eligibility Criteria:**
The contractor fulfilling following pre-qualification condition shall only be eligible to consider against the above tender:
 - (a) The bidder should submit following document duly signed with the tender.
 1. Tender Application Form.
 2. Memorandum of Association, Article of Association and Certificate of Incorporation in case of Company. Partnership Deed in case of Firm.
 3. Validity Agreement duly executed on Rs.100/- non-judicial stamp paper.
 4. Self Certification by the bidder on non-judicial stamp paper of Rs.10/- regarding correctness of information/documents furnished with bid document.
 5. Audited Financial Statements (Balance Sheets and Statement of Profit & loss along with notes) for last 3 years
 6. ITR Return Submission of last 3 years.
 7. Valid Permanent Account Number (PAN).
 8. Valid GST Registration.
 9. Valid Bank Account details for RTGS / NEFT (name as appearing in Bank Account, Bank Account Number, Name of Bank, Name of Branch and Branch IFSC code)
 10. Valid Technical Experience Certificates.
 11. Earnest Money Deposit of the requisite amount in prescribed mode.
 12. Tender Processing Fee of requisite amount in prescribed mode.
 13. Declaration regarding eligibility and not being blacklisted or debarred.
 14. Power of Attorney in favour of the individual / person legally authorized to sign the bid and contract.
 15. Tenderer shall be OEM or submitted the authorization certificate from OEM. Tender specific authorization will not be considered.

(b) **(i) Experience:**

The tenderer should have experience of having successfully completed similar supplies in Central /State PSUs/Govt. Organizations during last 2 years ending last day of month previous to one in which tender is invited should be either of the following :-

1. Three similar completed supplies each costing not less than the amount equal to 40% of the estimated cost.
Or
2. Two similar completed supplies each costing not less than the amount equal to 50% of the estimated cost.
Or
3. One similar completed supply of costing not less than the amount equal to 80% of the estimated cost.

Definition of “Similar work”:

Similar works means “Having Experience of successfully completion of supply of “Oxide Inhibiting Electrical Joint Compound for 220kV switchyard” in Government owned department/ CPSUs/ SPSUs/ Corporation”. Bidders shall submit the requisite experience document for fulfilling of pre-qualification requirements.

Note:- Tenderer shall be submitted the Type Test report of products from Govt. organization along with the bid.

On financial capacity

- (I) Average annual financial turnover during the last 3 years, ending 31st March of the previous financial year, should be at least 30% of the estimated cost.
 - (II) Financial standing shall be established through latest ITR, Audited Annual Report (Balance Sheet and Statement of Profit & Loss along with notes and Audit Report) of last 3 years duly certified by a Chartered Accountant. All certifications by a Chartered Accountant must bear UDIN (Unique Document Identification Number).
4. Tenderers are requested to submit the price schedules online on www.uktenders.gov.in and its appendices duly filled in as required and should strictly follow the instructions and notes supplementary thereof to facilitate the purchaser to prepare the comparative statement. Failure to do so may prevent the tender from being considered.
 5. The item rate should be quoted F.O.R. Khodri Power Station. However, overall lowest quoted rates will be the criteria for deciding the L-1 bidder. Lump-sum rate quoted by the bidder will be treated as non- responsive.
 6. In case the due date of submission/ opening of tender happens to be a holiday, the tenders shall be received /opened on the next working day without extension of due date.
 7. The rates should be valid for three (03) months from the date of opening of the tenders. The tenderers are required to furnish the validity guarantee / agreement on Non-Judicial stamp paper worth Rs. 100.00. The tender without agreement of validity in Part-I of tender shall be rejected. (Format for this agreement is being enclosed as Annexure-1).
 8. The tenderers are required to fill up their rates in words as well as in figures. If there is any difference in quoted rates in words and figures, the rates quoted in words shall prevail.
 9. Conditional tenders shall not be entertained and will be rejected.

11. The bidder must not be banned/delisted/ blacklisted/debarred from business by any PSU/Govt. department on the date of submission of bid. Such bidders shall be debarred from the participation and no correspondence shall be entertained in this regard. The bidder shall have to submit an affidavit in support of it along with tender document.
12. All work / supply covered by the specifications shall be carried out in accordance with the Section -2 General Conditions of Contract. In case any portion of the said contract is not clear to the contractor, clarifications must be obtained before submission of the tender.
13. **Performance Guarantee**
 - 13.1 The successful tenderer shall be required to furnish performance guarantee issued by any Nationalized/ Scheduled Bank (Other than Co-operative and Regional Rural Bank) equal to 10% of value of contract in the given format at the time of signing of contract.
 - 13.2 Bank Guarantee for Performance guarantee shall be valid for two (2) months from the date of expiry of Defect Liability Period.
 - 13.3 Failure of the successful Bidder to comply with the requirements of Sub-clause 15.1 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Bid Security.
14. Telegraphic offers shall not be entertained.
15. The undersigned reserve the right to reject any or all the tenders without assigning any reasons.
16. The undersigned reserve the right to split the quantity of supply / work in two or more tenderers.
17. The document downloaded from website should not be tempered or photocopied from other bidder, and if any such tempering is detected before or after the opening of bids, the bidder shall be debarred for a period of one year from participating in the tenders issued by UJVN Limited.
18. The tender document should be duly signed on each page and in original as downloaded by the tenderer. Any overwriting / cutting in tender should be duly signed and stamped.
19. **Forfeiture of Earnest Money Deposit (EMD)**

The Earnest Money Deposit (EMD) / Bid Security shall be forfeited:

 - a) If the Bidder withdraws the Bid or seeks to modify, alter, add or subtract or put any rider on any ground whatsoever, after last date and time for submission of Bid and during the period of Bid Validity; or
 - b) In the case of a successful Bidder, if the Bidder fails within the specified time limit to:
 - i) Sign the Agreement; or
 - ii) Furnish the required Performance Security.
 - iii) Furnish the required Additional Performance Security.
 - iv) To start the work to the satisfaction of the Engineer after Letter of Acceptance / Award has been issued.
 - c) If the Bidder indulges in any type of unfair or corrupt practice or submit any false information.
 - d) If the Bidder indulges in any type of Bid rigging, Collusive Bidding or any other type of Anti-Competitive Activity.
 - e) Tamper with the downloaded Bid Document and submit the bid without downloading the bid.
20. All other terms and conditions of this tender specification shall be governed by the Section-2 General Conditions of Contract.

21. In case of Work, the successful tenderer will have to enter into agreement within 15 days of issue of LOI/order and will have to deposit requisite amount of security deposit.
22. In case the tenderer offers any rebate, the same should be clearly mentioned in the price schedule of tender.
23. The undersigned reserve the rights to revise or amend the specification & other condition prior to the notified date for opening of the tenders. Such revision and amendments, if any will be communicated to all tenderers.
24. In case of failure of firm to execute the order within the stipulated delivery period, the purchaser shall reserve the right to cancel the order and levy any penalty as per Section-2 General Conditions of Contract.
27. The tender documents can only be downloaded from the website of Uttarkhand government portal www.uktenders.gov.in. However it will be the responsibility of the prospective bidder to ensure the use of complete tender documents available on website.
28. If a bidder submit more than one bid, all such bids of that bidder shall be treated as non-responsive.
29. The duly filled and signed Application Downloading Form which has been used by vendor for downloading the tender documents from website should be submitted in original along with the tender document.
30. **The cost of downloaded tender/ bid documents:**
Tender fee of **Rs. 118/- including GST** shall be submitted by the bidder together with Earnest money **Rs. 4300/-**, along with the bid. The cost of tender documents shall be submitted by the bidder in the form of demand draft in favour of **Dy. General Manager, Hydel Generation Circle, Dakpathar (Dehradun) payable at Dakpathar** and Earnest Money in the form of FDR/CDR/BG of any Nationalized/Scheduled Bank duly pledged in favor of Dy. General Manager, Hydel Generation Circle, Dakpathar (Dehradun) having validity not less than six months. EMD of unsuccessful bidders shall be returned at the earliest after expiry of the final bid validity but not later than 30 days after the award of the contract.
Bank details of OIT are as follows:
Bank Name: Punjab National Bank, Dakpathar
Account No.: 0639002100001246
IFSC Code: PUNB 0063900
31. The cost of downloaded Tender documents is not refundable under any circumstances whatsoever.
32. Deleted
33. **Corrupt or Fraudulent Practices**
The Employer requires the Bidders/contractors under this contract observe the highest standard of ethics during the procurement and execution of this contract. In pursuance of this policy, the Employer:
(a) defines, for the purpose of these provisions, the terms set forth below shall mean as under:
(i) "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
(ii) "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to be detriment of the Employer, and includes collusive practice among Bidders (prior to or after bid

submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition;

(iii) "Anti-competitive practice": any collusion, bid rigging or anti-competitive arrangement, or any other practice coming under the purview of The Competition Act, 2002, between two or more bidders, with or without the knowledge of the Purchaser, that may impair the transparency, fairness and the progress of the procurement process or to establish bid prices at artificial, non-competitive levels;

(iv) "Coercive practice": harming or threatening to harm, persons or their property to influence their participation in the procurement process or affect the execution of a contract.

(v) "Conflict of interest: participation by a bidding firm or any of its affiliates that are either involved in the consultancy contract to which this procurement is linked; or if they are part of more than one bid in the procurement; or if the bidding firm or their personnel have relationships or financial or business transactions with any official of Purchaser who are directly or indirectly related to tender or execution process of contract; or improper use of information obtained by the (prospective) bidder from the Purchaser with an intent to gain unfair advantage in the procurement process or for personal gain; and

(vi) "Obstructive practice": materially impede the Purchaser's investigation into allegations of one or more of the above mentioned prohibited practices either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making false statements to investigators and/or by threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or by impeding the Purchaser's rights of audit or access to information;

(vii) "Collusive practice": means a scheme or arrangement between two or more bidders, with or without the knowledge of the Purchaser, designed to establish bid prices at artificial, noncompetitive levels;

(b) Will reject a proposal for award of work if he determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

(c) Will declare a Bidder ineligible for at least one year for participation in further tenders of UJVN Ltd., if he at any time determines that the Bidder has engaged in corrupt or fraudulent practices in competing for, or in executing, the contract.

(d) Canvassing in any form is strictly prohibited and in case any Bidder is found doing the same his tender shall be summarily rejected.

34. Bidder should quote for the complete requirement for goods and / or services specified in "Schedule of Prices & Quantity" of this bid, failing which such bids will be treated as non-responsive.

35. Those prospective bidders who will download the tender documents from website will intimate the tender issuing office about its downloading so that the tenderers may be intimated in case of any alteration in tender documents (besides issuing corrigendum advertisement in News Papers).

36. In case it is found that the tenderer has submitted false information, fabricated information or incorrect information related to pre-qualification criteria of the tender then the tender will be rejected and the tenderer will be black listed for at least one year.
37. Complete Tender documents can be submitted by the tenderers in the Office of the Executive Engineer (Gen.), Khodri Power Station, Khodri, Himachal Pradesh.
- i. General Manager (Yamuna Valley), Vidyut Bhawan, Dakpathar-248125
 - ii. Executive Engineer (Generation), Khodri Power Station, Dakpathar, Dehradun-248125
 - iii. Manager (A&S), UJVN Limited, Ujjwal, GMS Road, Maharani Bagh, Dehradun

38. **In case of e-tendering**

The bid documents are available online on <http://uktenders.gov.in>, from Dt. and may be submitted on "<http://uktenders.gov.in>". The bidders are required to register on the web site "<http://uktenders.gov.in>", which is free of cost. For submission of the bids on line, the bidders are required to have Digital Signature Certificate (DSC) from one of the authorized certifying authorities.

Digital Signature is mandatory to participate in the e-tendering. Bidders already possessing the digital signature issued from authorized Certifying Agency can use the same in this tender.

39. Exclusive Clauses for e-tendering

(Please refer Annexure -E for Clause 38) Deleted.

40. The work shall be awarded as per standing instructions / rules of UJVN Limited.
41. Bidder shall be submitted the latest GST returns/ NOC from GST Deptt.

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Khodri Power Station, UJVNL
Phone:- +91-9456590199

38. Exclusive Clauses for e-tendering

38.1. Guide Lines Regarding Participation in e-tendering:

- a. **PORTAL REGISTRATION:** The contractor/bidder intending to participate in the bid is required to register in the portal using his/ her active personal/official email id as his /her Login id and attach his /her valid digital signature certificate(DSC) to his/her unique Login id. He/ She will enter relevant information as asked for about the firm/ contractor.

This is a one-time activity for registering in the portal

- b. **LOGIN TO THE PORTAL:** The contractor/ bidder is required to type his/ her Log-In id and password. The system will again ask to select DSC and confirm it with the password of DSC as a second stage authentication. For each Login, a user's DSC will be validated against its date of validity and also against the Certification Revocation List (CRL) of respective CA stored in system database. The system checks the unique Login ID, password & DSC combination and authentication the login process for use of the portal.

- c. **DOWNLOADING OF BID:** The bidder can download the tender of his choice and save it in his system to undertake necessary preparatory work off-line and upload the complete tender at his convenience before the closing date and time of submission.

- d. **CLARRIFICATION ON BID:** The bidder may ask question on-line in the e-procurement portal using his/her DSC, provided the questions are raised seven (07) days prior to the deadline for submission of bid. The Officer inviting the tender will clarify queries related to the tender.

e. **PREPARATION OF BID:**

- i) The bids may consist of general arrangements, drawings or typical or any other drawings to the work for which bid has been invited. Bidder may down load these drawings and take out the print for detail study and preparation of his bid. Any other drawings and documents pertaining to the works available with the officer Inviting tender will be open for inspection by the bidders
- ii) The bidder shall go through the bid carefully and list the documents those are asked for submission. He shall prepare all documents including cost of Tender document, EMD, Declaration Form, Price Bid etc and store in the system.

f. **PAYMENT OF EMD/ BID SECURITY AND COST OF BID DOCUMENTS:**

- i) The bidder shall furnish, as part of his Bid, a Bid Security (Earnest Money Deposit) for the amount mentioned under NIT. The bidder shall scan all the written/ printed pages of the Bid Security (EMD) and upload the same in portable document format (PDF) to the system in designated place of the technical bid. Furnishing scanned copy of such documents is mandatory otherwise his/ her bid shall be declared as non responsive and liable to rejection.
- ii) The validity period of the EMD or Bid Security shall be as mentioned in the bid document. Any bid not accompanied by due Bid Security and not secured as indicated in the bid document shall be rejected as non-responsive.
- iii) The fixed Deposit /Band Guarantee or any other form as mentioned in detailed NIT in respect of **EMD / Bid Security** and the **Band Draft** in respect of **Cost of Tender** are to be **scanned and uploaded in PDF format along with the bid.**

- iv) The bidder shall provide the cost of bid and the Bid security in sealed cover superscripting the name of the work/Supply for which the instruments are intended and the Officer Inviting the Bid. **The original FD's & BD's towards EMD & Tender cost** respectively shall be **physically produced before the Officer Inviting the Bid** or the concerned authorized officer of the department by Registered Post/ Speed Post or any other delivery system **upto last date and time of submission of bid.**
- v) Officer Inviting the Tender or other concerned officer authorized to receive the original Bid Security/EMD and Bid Cost shall not be responsible for any postal delay and/or non- receipt of the original copy of the Bid Security on or before specified date and time. Non submission of Bid Security and Bid Cost within the designated period will sufficient to declare the bid as non-responsive and liable to rejection

38.2 SUBMISSION OF BID:

- a. The bidder shall carefully go through the tender condition and prepare the required documents accordingly.
- b. The Protected Bill of Quantities (BOQ) uploaded by Officer Inviting the Tender is the authentic BOQ. Any alteration/deletion/manipulation in BOQ shall lead to cancellation Bid.
- c. The Bidder shall upload the scanned copy/copies of document in support of eligibility criteria and qualification information in prescribed format in PDF to the portal in the designated locations of Technical Bid.
- d. The Bidder shall write his name in the space provided in the specified location in the Protected Bill of Quantities (BOQ) published by the Officer Inviting Tender. The Bidder shall type rates in figure only in rate column of respective items without leaving any blank cell in the rate column in case of item rate tender and type percentage excess or less up to one decimal place only in case of percentage rate tender.
- e. The Bidder shall log on to the portal with his/her DSC and move to the desired tender for uploading the documents in appropriate place one by one simultaneously checking the documents.
 - (i) Bids cannot be submitted after due date and time. The Bids once submitted cannot be viewed, retrieve or corrected. The bidder should ensure the correctness of the bid prior to uploading and take printout of the system generated summary of submission to confirm successful uploading of bid. The bids cannot be opened even by the OIT /Opener before the due date & time of opening.
 - (ii) Each process in the e-Procurement is time stamped and the system detect the time of login of each user including the Bidder.
 - (iii) The bidder should ensure clarity/ legibility of the document updated by him to the portal.
 - (iv) The system shall require all the mandatory forms and fields filled up by the contractor during the process of submission of the bid/tender.
 - (v) The bidder should check the system generated confirmation statement on the status of the submission.
 - (vi) The bidder should upload sufficiently ahead of the bid closure time to avoid traffic rush and failure in the network.

- (vii) The Tender Inviting Officer is not responsible for any failure malfunction, or breakdown of the electronic system used during the e-procurement process.
- (viii) The bidder is required to upload documents and Bill of Qualities duly filled in. It is not necessary on the part of the bidder to upload the drawings and other bid documents (after signing) while uploading his bid. It is assumed that the bidder has referred all the drawings and documents upload by the Officer Inviting the Bid.
- (ix) Seeking any revision of rates or backing out of the bid claiming for not having referred to any or all the documents provided in the Bid by the Officer Inviting the Bid will be constructed as plea to disrupt the bidding process and in such cases the Bid Security shall be forfeited.
- (x) The bidder will not be able to submit his bid after expiry of the date & time of submission of Bid (server time). The date & time of Bid Submission shall remain unaltered even if the specified date of submission of bids declared as a holiday for the Officer Inviting the Bid.

38.3 SECURITY OF BID SUBMISSION:

- a. All bid uploaded by the bidder to the portal will be encrypted.
- b. The encrypted bid can only be decrypted/opened by the authorized openers after the due date and time.

38.4 RESUBMISSION AND WITHDRAWAL OF BIDS:

- a. Resubmission of bid by the bidders for any number of times before the final date and time of submission is allowed.
- b. Resubmission of bid shall require uploading of all documents including price bid afresh.
- c. Bid submitted after the predefined times of receipt will not be considered. This is inbuilt in the system.
- d. The bidder should avoid submission of bid at the last moment to avoid system failure or malfunction of internet or traffic or power failure etc.
- e. The bidder can withdraw his bid before the closure date & time of receipt of the bid by uploading scanned copy of a letter addressing to the Officer Inviting Tender citing reasons for withdrawal. Bids once submitted not be allowed to withdraw after the closing *date & time*.

38.5 OPENING OF THE BID:

- a. Bid opening date & time is specified during tender creation or can be extended through corrigendum. Bids cannot be opened before the specified date & time.
- b. All bid openers have to log on to the portal to decrypt the bid submitted by the bidders.
- c. The bidders and guest users can view the summary of opening of bids from any system. Contractor are not required to be present during the bid opening at the opening location if they so desire.
- d. In the event of the specified date of bid opening being declared a holiday for the

Officer Inviting the Bid, the bids will be opened at the appointed time on the next working day.

- e. In case bids are invited for more than one package the order for opening of the "Bid" shall be that in which they appear in the "Invitation for Bid".
- f. During bid opening the covers containing original financial instruments towards Cost of Bid Security in the form specified in the NIT/ ITT valid for the period stated in the bid, received after last date of receipt of bid and before opening of the bids shall be opened and declared. The OIT/Opener shall continue opening of other documents if he is satisfied about the appropriateness of the Cost of Bid and Bid Security.
- g. Combined Bid Security for more than one work is not acceptable.
- h. On transfer of a Bid opening Officer, he may be allowed to open the bid from his new location. Further action on bid document shall be taken by the new incumbent of the post.

38.6 EVALUATION OF BIDS:

- a. All the opened bids shall be downloaded and printed for taking up evaluation. The OIT/Openers shall sign on each page of the documents downloaded and furnish a certificate that the documents as available in the portal for the tender have been downloaded.
- b. The OIT/Evaluators shall take up evaluation of bids with respect to the qualification information and other information furnished subject to confirmation of the Bid Security, the issuing institutions.
- c. After receipt of confirmation of the Bid Security, the bidder may be asked in writing to clarify on the document provided in the Technical Bid, if necessary, with respect to any doubts or illegible documents. The Officer Inviting Tender may ask for any other document of historical nature during Technical evaluation of the tender. Provided in all such cases, furnishing of any documents in no way alters the Bidder's price Bid. Non submission of legible documents may render the bid non responsive.
- d. The bidders will respond in not more than seven days of issue of the clarification letter, failing which the bid of the bidder will be evaluated on its own merit.
- e. Technical evaluation of all bids shall be carried out as per information furnished by bidders. But evaluation of Bids does not exonerate bidders from checking their original documents at later date. If the bidder is found to have misled the evaluation through wrong information, action as per relevant clause of NIT/ITT shall be taken against the Bidder/Contractor.
- f. The OIT/Evaluators will evaluate bids and finalize list of responsive bidders.
- g. The Financial bids of the technically qualified bidders shall be opened on the due date of opening. The OIT/Openers shall log on to the system in sequence and open the financial bids
 - i) The Financial Bid will be opened on the notified date & time in the presence of bidders or their authorized representative who wish to be present.
 - ii) At the time of opening of "Financial Bid", bidders whose technical bids were found responsive will be opened.

- iii) The qualified bidder's name, bid prices, item wise rates, total amount of each item in case of item rate and percentage above or less in case of percentage rate tenders will be announced.
- iv) Procurement Officer-Openers shall sign on each page of the downloaded BOQ and the Comparative Statement and furnish a certificate to that respect.
- v) Bidder can witness principal activities and view the documents/summary reports for that particular work by logging on to the portal with the DSC from anywhere.

SECTION-2: GENERAL CONDITIONS OF CONTRACT
(GCC)

General Conditions of Contract

for

Supply of Plant & the Execution of Work

in the office of

UJVN Limited

General Conditions of Contract (GCC) for the Supply of Plant & the Execution of Works in the UJVN Limited

1. Definition of Terms

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

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

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

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

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

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

The definition of person shall include: (i) an individual, (ii) a Hindu undivided family, (iii) a company, (iv) a firm, (v) an association of person or a body of individuals, whether incorporated or not, (vi) a local authority, and (vii) every artificial juridical person, not falling within any of the preceding sub-clauses.

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

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

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

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

The exceptional circumstances shall mean "when there is an urgent need of work to avoid generation loss".

"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 in general. However, it means 30/31 days.

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

“Defect Liability Period” shall mean the fixed period of time, starting from the date of handed over the site/equipment to purchaser after practical completion of the work/supply, during which the contractor has an express contractual right to return to the site to rectify defects.

“Defects Notification Period” means the period for notifying defects in the Works or a Section of work.

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

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

2. Contractor to inform himself fully

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

3. Contract

A formal agreement shall, if required by the Purchaser, be entered into between the Purchaser and the Contractor for the proper fulfillment of the Contract. Further, if required by the Purchaser, the Contractor shall deposit with the purchaser as security for the due and faithful performance of the Contract such sum not being less than Ten(10) per cent of the total value of the Contract as may be fixed by the Purchaser either in cash or any other form approved by the Purchaser.

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

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

4. Contract Drawing

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

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

Within a reasonable period of the notification by the Engineer to the Contractor of his approval of such drawings, three sets, in ink or tracing cloth or ferrogallie prints mounted on cloth, of the drawings as approved shall be supplied to him by the Contractor and be signed by him and the Contractor respectively and be thereafter deemed to be the “Contract drawings”.

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

In the event of the Contractor desiring to possess a signed set of drawings, he shall supply four sets instead of three sets and in this case the Engineer shall sign the fourth set and return the same to the Contractor.

The contractor, if required by the Engineer, shall supply in addition copies of any drawing other than shop drawings which may reasonably be required for the purpose of the Contract and may make a reasonable charge for such copies.

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

5. Mistakes in Drawings

The contractor shall be responsible for and shall pay for any alterations of the work due to any discrepancies, errors or omissions in the drawings and other particulars supplied by him, whether such drawings or particulars have been approved by the Engineer or not, provided that if such discrepancies, errors or omissions are due to inaccurate information or particulars furnished to the Contractor by the Engineer any alterations in the work necessitated by reasons of such inaccurate information of particulars shall be paid for by the Purchaser.

If any dimensions figured upon a drawing or a plan differ from those obtained by scaling the drawing or plan the dimensions as figured upon the drawing or plan shall be taken as correct.

6. Subletting of Contract

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

7. Patent Rights

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

8. Quality of materials

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

9. Packing

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

10. Delivery

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

11. Fencing and lighting for works other than transmission lines

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

For transmission lines

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

For all works

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

12. Power to vary or omit work

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

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

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

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

13. Negligence

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

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

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

15. Inspection and testing

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

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

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

Test at Contractor's premises

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

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

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

Test on site

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

Third Party Inspection may be carried out by the purchaser.

16. Delivery of Plant

The plant or material shall not be forwarded until shipping /despatch instruction shall have been given to the Contractor. Notification of delivery or despatch in regard to each and every consignment shall be made to the Purchaser immediately after despatch or delivery. The supplier shall further supply to the Consignee a priced invoice and packing account of all stores delivered or despatched by him. All packages, containers, bundles and loose materials forming part of each and every consignment shall be described in full in the packing account and full details of the contents of packages and quantity of materials shall be given to enable the Consignee to check the stores on arrival at destination.

17. Access to site and work on site

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

Only applicable to complete erection Contracts

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

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

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

18. Engineer's Supervision

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

19. Engineer's decision

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

20. Contractor's representative and workmen

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

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

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

21. Liability for accidents and damage

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

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

Only applicable to complete erection contract

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

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

22. Insurance

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

23. Replacement of defective plant or materials

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

24. Deduction from contract price

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

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

25. Terms of payment

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

Supply of Plant / Equipment / Material:

[Where tender / contract is only for supply of Plant / Equipment / Material and supply part can be ascertained]

Eighty Percent (80%) of measured value of the 'Plant / Equipment / Material Supply Contract' upon receipt and checking of Plant / Equipment / Material by Engineer at site and after receipt of invoice along with dispatch documents.

Ten Percent (10%) of the 'Plant / Equipment / Material Supply Contract' Value upon satisfactory installation, satisfactory quality test results and final acceptance of the entire plant / equipment / material by the Engineer.

Ten Percent (10%) of the 'Plant / Equipment / Material Supply Contract' Value at the end of twelve (12) months from the date of final acceptance of the entire Plant / Equipment / material by the Engineer or completion of Defect Liability Period, whichever is earlier.

Installation Work (Services):

[Where tender / contract is only for Installation Work (Services) and where Work (Services) part can be ascertained]

- (a) Eighty Percent (80%) of the measured value of the 'Work Contract' performed by the contractor during the preceding month on receipt of invoice along with the certificate of the Engineer.
- (b) Ten Percent (10%) of the 'Work Contract' Value upon satisfactory installation, satisfactory quality test results and final acceptance of the entire Work (Services) by the Engineer.
- (c) Ten Percent (10%) of the 'Work Contract' Value at the end of twelve (12) months from the date of final acceptance of the entire Work (Services) by the Engineer or completion of Defect Liability Period, whichever is earlier.

Supply and Installation Work (Services):

[Where there is one combined tender / contract for Supply and Installation (Services) and it is impossible to separate or ascertain both portions.]

- (a) Eighty Percent (80%) of the measured value of the 'Supply and Installation Work (Services) Contract' performed by the contractor during the preceding month on receipt of invoice along with the certificate of the Engineer.

- (b) Ten Percent (10%) of the 'Supply and Installation Work (Services) Contract' Value upon satisfactory installation, satisfactory quality test results and final acceptance of the entire Supply and Installation Work (Services) by the Engineer.
- (c) Ten Percent (10%) of the 'Supply and Installation Work (Services) Contract' Value at the end of twelve (12) months from the date of final acceptance of the entire Work (Services) by the Engineer or completion of Defect Liability Period, whichever is earlier.
- (ii) If at the time at which either of the installments due under Sub-clause (a) (b) and (c) of clause (i) hereof becomes payable there are minor defects in the plant which are not of such importance as to effect the full commercial use of the plant, then the purchaser shall be entitled to retain such part of the installments then due as represents the cost of making good such minor defects, and any sum so retained shall, subject to the provisions of clause 36, become due upon such minor defects being made good. In case the defects identified by the Engineer still persist at the end of defect liability period, the amount so retained will be forfeited.
- (iii) All interim / progress payments before final payment shall be regarded as provisional payments only and not as payment for work actually completed and shall not preclude defective / imperfect / incomplete work to be removed. Any interim / progress payment will not be considered as an admission by the Employer of the due performance of the Contract or any part thereof by the Contractor nor shall it preclude, determine or affect in any way the powers of the Purchaser / Employer under these conditions or in any other way vary or affect the Contract.
- (iv) All payments to contractor will be made only through RTGS / NEFT.
- (v) If the Purchaser desires that the plant or any portion should not be despatched by the contractor when it is due for despatch, the Contractor shall store such plant or portion at his works and be responsible for all risks. For such storage the Purchaser shall pay to the contractor at a rate to be mutually agreed upon between the parties but not exceeding Rs.15 (fifteen rupees) per tonne per week payable quarterly plus interest @ 1 percent per annum above the current rate of the State Bank of India, on 80 per cent of the contract value of the plant or portion thereof so stored, for the period from the date on which the said plant or portion becomes due and is ready for shipment up to the date on which it is actually shipped.

26. No interest on any dues

No interest shall be payable by the UJVN Limited on amounts, due to contractors pending final settlement of claim. Further, no interest shall be payable by UJVN Limited on any delayed amount / payment. No interest shall be payable on Earnest Money Deposit, Performance Security, Security Deposit or any other withheld / retained amount.

27. No Claim Certificate:

The Contractor will submit a "No Claim Certificate" to Engineer / UJVN Limited before Release of Performance Security.

[Format of "No Claim Certificate" is enclosed]

28. Provisional sums

In any case where the contract price includes a provisional sum to be provided by the contractor for meeting the expenses of extra work or for work to be done or materials to be supplied by a sub-contractor, such sum shall be expended or used, either wholly or in part, or be not used at the discretion of the Engineer and entirely as he may decide and direct. If no part or only a part thereof be used, then the whole or the part not used, as the case may be,

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

29. Certificates of Engineer

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

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

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

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

31. Suspension of works

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

32. Extension of time for completion

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

33. Force Majeure

Neither party shall be considered to be in default or in breach of his obligations under the Contract to the extent that performance of such obligations is prevented by any

circumstances of Force Majeure which arise after the date of the Letter of Acceptance or the date when the Contract becomes effective, whichever is the earlier.

For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Supplier that is unforeseeable, or unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics/pandemics, quarantine restrictions, and freight embargoes.

If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

34. Price reduction clause

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

35. Test on completion

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

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

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

37. Taking over

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

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

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

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

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

38. Maintenance

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

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

The repaired or new parts will be delivered in accordance with clause 10. The Contractor shall bear reasonable cost of minor repairs carried out on his behalf at site.

At the end of the maintenance period the Contractor's liability shall cease. In respect of goods not covered by the first paragraph of this clause, the Purchaser shall be entitled to the benefit of any guarantee given to the Contractor by the original supplier or manufacturer of such goods.

39. Regulations of Local Authorities

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

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

40. DISPUTE AVOIDANCE AND RESOLUTION (DAR)

Dispute Resolution Mechanism:

- i. Application for bringing any claim shall include the nature of dispute, reason for bringing the claim, amount of claim with detailed justification for claim amount with the relevant supporting documents. The contractor shall be required to provide all supporting documents to the Engineer In-Charge and satisfy him about the claim.
- ii. Any claim notification shall be submitted to the Engineer In-Charge within Fifteen (15) days and claim shall be raised within Ninety (90) days from the day when the Contractor became aware of the event and circumstance giving rise to the claim.
- iii. Engineer In-Charge shall give its decision in writing within Thirty (30) days of claim being referred to it. If the contractor dissatisfied with the Engineer In-Charge's decision or if the Engineer In-Charge fails to give the decision within the stipulated time of Thirty (30) days, the Contractor may approach internal mechanism for dispute resolution by giving a prior written notice to the Engineer In-Charge.
- iv. Engineer In-Charge of the contract shall be required to give reasons for accepting or rejecting a claim and to substantiate his reasons with the help of relevant documents wherever possible.
- v. There shall be no provision for arbitration in the contract. Internal & External mechanisms of dispute resolution shall be the available mode of dispute resolution. If the dispute is not resolved through internal mechanism, then external mode of dispute resolution by Civil Court/Commercial Court shall be available to the parties.

40.1 Internal mechanism for dispute resolution

40.1.1 When dispute arises

- i. In case the cause of dispute is either attributed to the Contractor or not justified in the facts, Employer shall communicate in writing to the Contractor with relevant facts and provisions of the Contract.
- ii. Employer shall give a fair chance to the Contractor to take remedial measures within a specified time limit, failing which; the actions shall be taken by Employer within the purview of the Contract.
- iii. In case the cause of dispute/default is being attributed to Employer, Employer shall first verify the information and examine the same in light of the relevant contractual provisions and if the claim of the contractor is legitimate, Employer shall take remedial measures within reasonable time and act upon it without any delay whatsoever.
- iv. Employer and the contractor shall approach with an intention of resolving the dispute at Negotiation/Conciliation through Conciliator or ESC/DRB level itself and it will be made mandatory that until, and unless there is some reasonable ground, the decision of Conciliator or ESC/DRB shall be honoured by both the parties.

- v. In cases, where statutes provide for mandatory process of mediation/ conciliation, such as under Section 12A of the Commercial Courts Act, 2015 and Section 18 of MSME Development Act, 2006, the procedure provided by such Statute shall be followed and in those cases the provisions of this internal mechanism for dispute resolution through conciliation shall not apply.

40.1.2 Negotiation/Mutual Consultation

- i. If the dispute is not resolved at Engineer In-Charge level, the claim shall be referred to next higher authority within Fifteen (15) days from the date of the claim is denied by Engineer In-Charge and a meeting shall be convened at the next higher level in the Employer wherein authorized representatives of both parties shall discuss all issues.
- ii. All the issues shall be discussed and parties will try to negotiate with a view to reconcile the disputes and look for solutions.
- iii. The process shall be completed within sixty (60) days. However if any party is not satisfied with the decision, the aggrieved party to the case, in next fifteen (15) days from the date of recommendation/decision by the said higher authority, may refer its claim for conciliation by sole conciliator OR Expert Settlement committee (ESC).

40.1.3 Conciliation by Conciliator/Expert Settlement Committee (ESC)

- i. If negotiation does not resolve the dispute between the parties, dispute shall be referred to Conciliation by Sole Conciliator or ESC to resolve the dispute through conciliation. Aggrieved party, within a period of fifteen (15) days from the date of failure to resolve the same through mutual consultation/negotiation, shall notify the other party in writing about such a dispute it wishes to refer for Conciliation. Such Invitation for Conciliation shall contain sufficient information as to the dispute to enable the other party to be fully informed as to the nature of the dispute, amount of the monetary claim, if any, and apparent cause of action.
- ii. The Sole conciliator or one of the members of ESC shall be appointed by the Employer. For appointing a sole conciliator consent of the other party shall be taken. For 2 member ESC, 1 member will be nominated by the each party. For 3 member ESC, one member will be nominated by the each party and the third member will be nominated by the above two nominated members.
- iii. The Sole conciliator / members of ESC shall be nominated as per eligibility criteria laid down under section 43 of Arbitration & Conciliation Act 1996 & subsequent amendment or from the panel of experts approved by Employer.
- iv. If Conciliator/ESC is not appointed until the request for Conciliation is initiated, Engineer In-Charge will initiate the case for appointment of Conciliator or ESC within a week from receiving the proposal for conciliation. After appointment of Conciliator/ESC by the Employer, Engineer In-Charge will notify the same to the other party.
- v. The party seeking conciliation shall submit their claim to the appointed Conciliator/ESC, with a copy of claim to other party within a period of fourteen (14) days from the date of appointment of Conciliator/ESC.
- vi. The other party shall submit their counter claim to the Conciliator/ESC, with a copy of counter claim to first party, within a period of fourteen (14) days from the date of receiving the claim of first party.

- vii. Parties may file their rejoinder/additional documents, if any in support of their claim/counterclaim within next fifteen (15) days. No documents shall be allowed thereafter, except with the permission of Conciliator/ESC.
- viii. Depending on the volume of work and the claim amount involved, conciliator/ESC shall be free to take assistance of persons with the requisite technical know-how during the conciliation proceedings.
- ix. The parties shall file their claim and counterclaim in the following format
 - a. Chronology of the dispute.
 - b. Brief of the contract.
 - c. Brief history of the dispute.
 - d. Issues.

S. No.	Description of Claims / Counter Claims	Amount (in INR)	Relevant Contract Clause

- e. Details of Claim(s)/Counter Claim(s)
- f. Basis/Ground of claim(s)/counter claim(s) (along with relevant clause of contract.
- g. Other relevant information with respect to claim/dispute.

Note: Statement of claims shall be restricted to maximum limit of 20 pages.

- x. The parties shall be represented by their in house employees. No party shall be allowed to bring any advocate or outside consultant/advisor/agent to contest on their behalf. Ex-officers of Employer who have handled the subject matter in any capacity shall not be allowed to attend and present the case before Conciliator/ESC on behalf of contractor. However, ex-employees of parties may represent their respective organizations. Parties shall not claim any interest on claims/counter-claims from the date of notice invoking Conciliation till execution of settlement agreement, if so arrived. In case, parties are unable to reach a settlement, no interest shall be claimed by either party for the period from the date of notice invoking Conciliation till the date of recommendations by Conciliator/ESC and thirty (30) days thereafter in any further proceeding.
- xi. Conciliator/ESC will conclude its proceedings in maximum 10 meetings and give its recommendations within 90 days to 180 days from its first meeting depending upon the claim amount & documentation involved. Conciliator/ESC shall give its recommendations to both the parties recommending possible terms of settlement.
- xii. Conciliator/ESC may grant variation in the time limits mentioned for various steps to be taken by either party during proceedings of Conciliation, based on genuine reasons/grounds. Employer may extend the time/number of meetings, in exceptional cases, if Conciliator requests for the same with sufficient reasons.
- xiii. Fee of conciliator/ESC shall be decided by Employer, subject to condition that it will not exceed the fee schedule given in the Arbitration & Conciliation Act 1996 & subsequent amendment. The cost of Conciliation proceedings including but not limited to fees for Conciliator/Chairman & members of ESC, cost towards Air/Train/Car travel, Local transport, fooding & lodging, conference facility etc., as per convenience of conciliator/ESC members, shall be paid as determined by Employer from time to time and shall be paid equally by both the parties to the dispute.
- xiv. If the parties reach an agreement during the conciliation proceedings a Settlement Agreement under section 73 of the Arbitration & Conciliation Act 1996 & subsequent amendment, will be signed within fifteen (15) days of contractor's acceptance and

same shall be authenticated by the Conciliator/ESC. Parties shall be free to terminate Conciliation proceedings at any stage as provided under the Arbitration & Conciliation Act 1996 & subsequent amendment.

- xv. The parties shall keep confidential all matters relating to the Conciliation proceedings. Parties shall not rely upon them as evidence in arbitration proceedings or court proceedings.
- xvi. In the event conciliation process does not bear a fruitful result, the aggrieved party, may refer the claim to Dispute Resolution Board (DRB) within fifteen (15) days from the date of conclusion of such Conciliation process or within fifteen (15) days of knowledge of such failure of conciliation.
- xvii. If the party initiating Conciliation does not receive any reply within thirty (30) days from the date for Conciliation request, it shall be treated as rejection of the request for conciliation by the other party and the aggrieved party shall have right to refer the claim to Dispute Resolution Board (DRB)/ External Mechanism for Dispute Resolution.

Line of action for decision making, in case of decision by Conciliator/ESC:

- i. During the conciliation process, if it appears to the conciliator/ESC that there exist elements of settlement, which may be acceptable to both parties, it shall formulate terms of possible settlement & submit it to the parties for their observation.
- ii. Once settlement agreement shall be finalized & agreed by both the parties, the draft agreement proposed to be signed by Engineer In-Charge on behalf of Employer shall require prior approval and the same be submitted with detailed justification for approval by Employer.
- iii. Approval of the payment shall be granted by Employer.
- iv. After signing of settlement agreement, provision under section-74 of Arbitration & Conciliation Act 1996 & subsequent amendment, will apply.
- v. Engineer In-Charge as per provision of settlement agreement shall take necessary action and agreed payment shall be released.
- vi. No dues and other details shall be obtained from the contractor towards full and final settlement of the claim under the agreement, prior to release of payment.
- vii. All provision of arbitration and conciliation Act 1996 as amended time to time shall be applicable in totality.

40.2 External Mechanism for Dispute Resolution

In case the dispute could not be resolved through internal mechanism for dispute resolution, the dispute has to be adjudicated externally through litigation in a Court of law. The Jurisdiction of the court in case of civil suit will be the District court of the project area and in case of commercial suit will be Commercial Court at Dehradun.

40.3 General norms applicable to Conciliator/ESC Chairman & members:

Following general norms shall be kept in mind while finalizing nomination for Conciliator/Chairman & members of ESC or DRB:

- a. The person of general reputation of fairness, integrity and capable to apply objectivity in arriving at settlement of disputes;
- b. The person must be impartial and neutral and avoid entering into any financial business or other relationship that is likely to affect impartiality or might reasonably create an appearance of partiality or bias amongst the parties;

- c. The person should not involve in any legal proceeding and avoid any potential conflict connected with any dispute to be arbitrator by him;
- d. The person should not have been convicted or an offence involving moral turpitude or economic offence;
- e. The person shall be conversant with the Constitution of India, principles of natural justice, equity, common and customary laws, commercial laws, labour laws, law of torts, making and enforcing the arbitral awards;
- f. The person should possess robust understanding of the domestic and international legal system on arbitration and international best practices in regard thereto;
- g. The person should be able to understand key elements of contractual obligations in civil and commercial disputes and be able to apply legal principles to a situation under dispute and also to apply judicial decisions on a given matter relating to arbitration; and
- h. The person should be capable of suggesting, recommending or writing a reasoned and enforceable arbitral award in any dispute which comes before him for adjudication.

Employer may form its own panel of experts with above eligibility criteria for nomination as Conciliator/Chairman & members of ESC or DRB.

40.4 Fee for Conciliator/Chairman & members of ESC:

- a. Subjected to provisions of section 11(14), 31(8) and 31(A) of Arbitration & Conciliation Act 1996 & subsequent amendment, the Arbitrators may be paid fees as per “The Fourth Schedule” of The Arbitration and Conciliation (Amendment) Act 2015. The fee structure of schedule is detailed ahead:

Sum in Dispute	Model Fee
Up to Rs. 5 Lakhs	Rs. 45,000/-
Above Rs.5 Lakhs to Rs. 20 Lakhs	Rs. 45,000/-plus 3.5% of the claim amount over and above Rs. 5 Lakhs.
Above Rs. 20 Lakhs and up to Rs. 1 Crore	Rs.97,500/- plus 3% of the claim amount over and above Rs. 20 Lakhs.
Above Rs. 1 Crore and up to Rs. 10 Crore	Rs. 3,37,500/- plus 1% of the claim amount over and above Rs. 1 Crore.
Above Rs. 10 Crore and up to Rs. 20 Crore	Rs. 12,37,500/- plus 0.75% of the claim amount over and above Rs. 10 Crore.
Above Rs. 20 Crore	Rs. 19,87,500/- plus 0.5% of the claim amount over and above Rs. 20 Crore with a ceiling of Rs. 30 Lakhs

- b. The above fee may also be allowed for Conciliator/Chairman and members of ESC or DRB.
- c. The above fee shall be shared equally by both the parties. The above fees exclude taxes which will be paid additionally.
- d. Each party shall be responsible for making arrangements for the travel and stay etc. of the member of ESC or DRB appointed by it. As regards the expenditure related to sole

Conciliator/Chairman of ESC or DRB, the expenses incurred on fee, his travel, boarding/lodging etc. shall be shared equally by both the parties.

41. Banning/Debarring/Blacklisting of the Bidders/ Contractors

- i. Indulging in unfair / Corrupt practice in tender process
- ii. Indulging in bid rigging or collusive bidding
- iii. Subcontracting of whole or part of supply/ work without permission of Employer/UJVN Ltd
- iv. Tampering with downloaded bid document form the website.
- v. Non submission of tender fee and earnest money.

Note: Blacklisting policy of UJVN Ltd. is available on website of UJVN Ltd. i.e. www.ujvnl.com

42. 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 thereunder shall be made in rupees unless otherwise specified.

- 43.** Any Plant, Equipment, Material, etc. issued to the fabrication / maintenance / other contractors must be issued only after due execution of an “Indemnity Bond” in favour of UJVN Limited for an amount equal to the market value of such Plant, Equipment, Material, etc being issued to be decided by the Engineer-in -Charge.
- 44.** Format for “Letter of Acceptance / Award of Contract” in the draft SBD. An indicative Format is given in Annexure-2.
- 45.** It is suggested that kindly incorporate format for “Affidavit / Undertaking” to be submitted by the Bidder at the time of Tender in the draft SBD. An indicative Format is given in Annexure-3.

46. Termination of Contract

The contract shall be terminated any time in case it is found that the supply is not being made to the satisfaction of Engineer Incharge. Under such condition the complete supply will be got done through any other agency and all such excess expenditure / loss to UJVN Limited will be debatable / chargeable to the contractors account.

Termination / Cancellation of Contract for Default

Without prejudice to any other remedy for breach of contract, such as removal from the list of enlisted contractor, by written notice of default sent to the Contractor, the contract may be terminated in whole or in part, if:

- i) the contractor has seriously or repeatedly breached the contract, including:
 - a) failure to complete the work within the time period(s) specified in the contract, or any extension thereof granted;
 - b) failure to obey instructions in relation to his progress or defective work, material or plant;
 - c) breach of the prohibition against sub-contracting;
 - d) failure to supply sufficient and suitable constructional plant, temporary works, labour and material as proposed in the work programme;
 - e) substantial suspension of work for more than the specified days without authority from the engineer and failure to proceed with the work within the specified days of receipt of notice from the engineer;
 - f) failure to comply with the requirements regarding JVs.
- ii) the contractor has committed fraud;
- iii) the contractor fails to perform any other obligation under the contract within the period specified in the contract or any extension thereof granted;

- iv) if the contract is terminated in whole or in part, recourse may be taken to any one or more of the following actions:
 - a) forfeiture of the performance security;
 - b) upon such terms and in such manner as it deems appropriate, taking over the site and to complete the works himself or with another contractor (risk Purchase) and use the contractor's materials, equipment, temporary works as he/ they think proper. In small value contracts, instead of Risk Purchase, a fixed percentage recovery may be provided in the SBD; and
 - c) however, the contractor shall continue to fulfil the contract to the extent not terminated.

Termination of Contract for Insolvency

If the contractor becomes bankrupt or becomes otherwise insolvent or undergoes liquidation or loses substantially the technical or financial capability (based on which he was selected for award of contract), at any time, the contract may be terminated, by giving a written notice to the contractor, without compensation to the contractor, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to Procuring Entity.

Termination of Contract by Other Mean

If the contract termination/ fore closure is triggered on account of orders by Courts, Govt. of India and/or Govt. of Uttarakhand, no claim of contractor whatsoever due to such termination or/fore closure of contract shall be payable by the UJVN Limited and no correspondence in this regard shall be entertained.

SECTION-3: SPECIAL CONDITIONS OF CONTRACT

SPECIAL CONDITIONS FOR Procurement of Oxide Inhibiting Electrical Joint Compound for 220kV switchyard at Khodri Power Station, Khodri against tender specification no.: 04/ EE(Gen)/ Khodri/ 2025-26

These Special Conditions shall be read and construed along with Section -2 General Conditions of Contract modified by the provisions hereof. But if there be any conflict or inconsistency between the provisions hereof and these contained in General Conditions of Contract then these conditions shall prevail.

- 1) **Scope of work:** The scope of work is **Procurement of Oxide Inhibiting Electrical Joint Compound for 220kV switchyard** Khodri Power Station as per details given in technical specifications and schedule of quantity.
- 2) **Prices:** - The item rate should mandatorily be quoted F.O.R. Khodri. However, overall lowest quoted rates will be the criteria for deciding the L-1 bidder. Lump-sum rate quoted by the bidder will be treated as non- responsive.
- 3) **Date of Start:** The date of start for the above work shall be reckoned as per Purchase Order/LOI.
- 4) **Payment Terms:** Payment shall be done as under:
100% payment including taxes will be made after successful completion of the contractual supply/works and physical check at site against Invoice/ Bill.
- 5) **Levy of LD/Penalty:**
 - a. In case the supply is not completed by the contractor within stipulated time, a LD/penalty @ 1.0% (+GST) per week subject to maximum of 10% (+GST) of value of contract value, shall be deducted from the bills of the contractor.
 - b. The levied of total LD/penalty in the contract shall be subject to maximum of 10% (+GST) of the contract value and shall not exceed beyond the limit.
- 6) **Delivery Period: - 30 days**
- 7) **Defects Liability Period/Guarantee Period:** The Defects Liability Period/ **Guarantee Period** is 12 Months from the actual date of measurement.
- 8) **Taxes:** Applicable GST as per govt. rules, shall be paid extra on basic rates. TDS/Income tax and other taxes shall be deducted as per Govt. rules.
- 9) **Performance Guarantee:** The contractor shall furnish a bank guarantee in approved format at the time of issuing of PO submitting invoice for an amount equal to 10% of the order value for a period of 14 months. The Bank Guarantee shall be released after the guarantee period. The guarantee period shall be of one year from the date of measurement.
- 10) **Termination of Contract:** The contract shall be terminated any time in case it is found that the supply is not being made to the satisfaction of Engineer In charge. Under such condition the complete supply will be got done through any other agency and all such expenditure will be debatable/chargeable to the contractors account.
- 11) **Completeness of Contract :-** All works covered in the specification shall be carried out strictly in accordance with specification, special condition and general condition of tender annexed with the tender specification but any other work which shall be required necessary to complete the job shall be done by the contractor free of cost.
- 12) **Transportation:** Transportation of equipment/material including loading/unloading shall be done by the contractor at his own cost.
- 13) **Rejection of Material :** Inferior quality of material shall be rejected and the contractor has to replace the same at free of cost.
- 14) **Inspection & Tests:**

- 15) If applicable/required, the material shall be tested at Manufacturer's works by Any firm appointed by UJVNL along with UJVNL Limited representative. For any problem in the manufacturing/ repair arise during the testing, the contractor will be fully responsible.
- 16) During execution of work, stage inspection will be carried out by Engineer-in-charge. Firm will inform in writing at least 07 days for final inspection before the inspection date.
- 17) Any items should be dispatched only after dispatch clearance issue by of Engineer-in-charge. Any delay in invitation of inspection shall be the responsibility of contractor.
- 18) The satisfactory passing of the test at site shall not any way relieve the contractor's responsibility of performance guarantee for the work executed by him
- 19) **Notice to the Contractor:** Any notice to be given to the contractor as the purchaser thinks fit, may be posted to his address or to duly authorized representative and such posting of notice shall be deemed to have been acknowledged.
- 20) **Disputes :** All dispute arising out or touching or relating to the subject matter shall be subjected to jurisdiction of local courts of Dehradun & High Court of Judicature at Nainital.
- 21) The successful bidder with his team working in the premises of UJVNL Ltd. should be aware of provisions of Quality, Environment and other standards adopted by UJVNL Ltd. and must comply with all the requirements necessary against those standards.
- 22) Any delay in completion of work/supply beyond the schedule date, beside the penalty levied in terms of general conditions of contract will be treated as unsatisfactory performance of the firm and may be taken into account for deciding subsequent contract under UJVNL. Quantities given in schedule of quantities are approximate and may vary.
- 23) All the other terms and condition except otherwise, specified in the condition above will be governed by general conditions of tender.
- 24) If specified make of items (mentioned in technical specifications), is not available in the market, equivalent make shall be approved by the Engineer-in Charge.
- 25) Drawings if required, can be seen in the custody of Assistant Engineer(E/M), Khodri Power Station in any working day in working hours. Bidder are strictly advised to visit the site with Assistant Engineer(E/M), Khodri Power Station for better understanding and valuation of their bid value before submitting any offer.
- 26) If at anytime of execution of contract the Engineer of Contract is not satisfied with quality of work, the work shall be got done from any other out agency and shall be charged to contractor's account.
- 27) The quantity mentioned in BOQ, may vary as per site requirement. If quantity is increased (as per site requirement), the same quoted rates for each item/job shall be applicable for increased quantity. If quantity is decreased (as per site requirement), tenderer shall not have any right to claim in this matter. Payment shall be processed as per actual quantity and work carried out.
- 28) The bidder must comply with all the applicable statutory and regulatory requirements.
- 29) The bidder should continue to adopt best practices for ensuring the quality output with improved environmental and health & safety conditions relevant in context of UJVNL Ltd.
- 30) **All the supply material delivered to Central Store, Khodri Power Station.**

(Avedhesh kumar verma)
 Executive Engineer(Generation)
 Khodri Power Station, UJVNL
 +91-9456590199

SECTION-4: TECHNICAL SPECIFICATIONS

TECHNICAL SPECIFICATION/SCOPE FOR PROCUREMENT OF OXIDE INHIBITING ELECTRICAL JOINT COMPOUND FOR 220KV SWITCHYARD AT KHODRI POWER STATION, KHODRI AGAINST TENDER SPECIFICATION NO.: 04/ EE(GEN)/ KHODRI/ 2025-26 IS HEREUNDER: -

S.NO	DESCRIPTION	UNIT	QTY
1.	Supply of oxide inhibiting electrical joint compound (AL-AL),226 gm. bottle	NO	5
2.	Supply of oxide inhibiting electrical joint compound (CU - CU),226 gm. bottle	NO	2

Specification of oxide inhibiting electrical joint compound

1. It should seal out air and moisture and thus prevent the oxidation / corrosion
2. It should consist of non petroleum base in which zinc particles are suspended
3. It should be conductive and suitable for al-al , cu -cu al-cu connection , aluminium conduit thread
4. It should be suitable for use with rubber and polyethylene insulated conductor
5. It must be ul listed for all voltages. ul listed must be printed on bottle/tube
6. shelf life should be 5 years
7. It should have temp range up to 175 degree c

(Avedhesh Kumar verma)
Executive Engineer(Generation)
Khodri Power Station, UJVNL

SECTION-5: SCHEDULE OF PRICES & QUANTITY

SCHEDULE OF PRICES & QUANTITY FOR Procurement of oxide inhibiting electrical joint compound for 220kv Switchyard at Khodri Power Station AT AGAINST TENDER SPECIFICATION NO. : 04/EE(Gen.)/Khodri/2025-26

S. No.	Description of Material as per TS	Unit	Qty	Rate (In Rs.)	Amount (In Rs.)
1	Supply of oxide inhibiting electrical joint compound (AL-AL),226 gm. bottle	NO	5		
2	Supply of oxide inhibiting electrical joint compound (CU - CU),226 gm. bottle	NO	2		
Total					

1. Amount in words Rs.:
GST in %.....Inclusive/Exclusive

Signature of Contractor with Seal

VARIATION SHEET TO BE APPROVED BY CONCERNED DIRECTOR

In case due to site specific conditions, any condition/provision is required to be modified/vary from Standard condition/document

S.No.	Clause No./ Page No.	Clause as per SBD	Proposed modification /variation required in the clause	Justification for modification / variation in the clause	Remark
1	2	3	4	5	6

Annexure- 1

FORMAT FOR BID VALIDITY AGREEMENT BETWEEN THE TENDERER AND UJVN LIMITED

(Referred to in clause 7 of ITT)

(On a non-judicial stamp of Rs.100/- and revenue stamp of Re.1/-)

AGREEMENT

Tender invited by: UJVN Limited
Tender for:
Tender Notice No.:
Name of tenderer:

IN CONSIDERATION of the UJVN Limited having treated the tenderer to be an eligible person whose tender may be considered the tenderer hereby agrees to the conditions that the proposal in response to the above invitation shall not be withdrawn within ---[insert bid validity period]--- from the date of opening of the tender; also to the condition that if thereafter the tenderer does withdraw his proposal within the said period the Earnest Money deposited by him / her may be forfeited to the UJVN Limited, at the discretion of UJVN Limited.

Signed this on ____ day of _____ 20____.

Witness:

1. _____

2. _____

Signed by

Tenderer

FORMAT FOR LETTER OF ACCEPTANCE / AWARD OF CONTRACT

Letter of Award of Contract
Confidential

Tender No. _____
Contract No: _____
Contract Title: _____

To,
M/ s. [Insert name & address]

Sub: Award of contract for contract title: [insert contract title]

Reference: Your offer no. [insert offer number] against our tender no. [insert tender no] opened
on [insert date of opening of tender]

Dear Sir/ Madam

I am directed to inform you that after evaluating the bid documents submitted by you on [enter date] UJVN Limited is pleased to inform you that you have been selected as the successful bidder for the supply / work of [enter description]. The total purchase / work price shall be [enter amount] as indicated in your financial bid submitted on [enter date], in accordance with the procedures intimated in the relevant bid documents.

You/ your authorized representative(s) are requested to be personally present at [insert address] for the signing of the contract by [enter date].

In this respect, we also request you to submit the performance security of [insert amount of Rupees in words] by [insert date]. Security deposit being [insert percentage] percent of the total cost = Rs.....

You are requested to execute necessary agreement within seven days from the date of issue of this letter in the enclosed agreement form on a non-judicial stamp paper of prescribed amount.

Acceptance of any Bank Guarantee(s) submitted by you will be subject to its confirmation by the issuing bank through SFMS and manual (Hard Copy / Post) mode.

This notification concludes the legally binding contract between you and the UJVN Limited, till issue of a formal contract.

Yours truly,

[Authorised Officer

For
UJVN Limited]
Date: _____
Place: _____

AFFIDAVIT / UNDERTAKING*

I / we, the undersigned, do hereby certify that all the statements made in the required attachments to Tender No. _____ for supply / work of _____ are true and correct.

1. The undersigned understand(s) and agree(s) that further qualifying information may be requested, and agrees to furnish any such information at the request of the UJVN Limited.
2. The undersigned binds himself with all the stipulations of the Bidding Document including period of completion, provision of adequate equipment, personnel and other resources required for completion within the stipulated completion period and agrees to augment them, if found necessary for timely completion of the Project / Work, as desired by the Engineer / UJVN Limited.
3. The undersigned also hereby certifies that our proprietorship / firm / company M/s has not been black-listed / debarred / banned by Government of India / any State Government / Semi-Government Department / Organization / Government Corporation / PSU / Local Body at any stage of bidding in any tender / procurement process / in execution of supply / works.
4. If any false document is found enclosed by us, our firm M/s may be debarred by UJVN Ltd. As per rules & regulations, along with forfeiture of Earnest Money deposit.

I / we, the undersigned confirm that the bid shall be valid for Three (3) Months from the opening date of technical bid.

(Signed by an Authorized Officer of the Proprietorship / Firm / Company)

Title of Officer

Name of Firm

Date: _____

Place: _____

* To be executed on a non-judicial stamp paper of requisite value.

FORMAT FOR NO CLAIM CERTIFICATE

(On proprietorship / firm / company letterhead of the contractor / supplier)

To,
(Contract Executing Officer)
Procuring Office of UJVN Limited

NO CLAIM CERTIFICATE

Sub: Contract Agreement No. _____ dated _____ for the work / supply of
_____ [enter description of work / supply] against Tender
No. _____.

We have received the sum of Rs. _____/- (Rupees only) in full and final settlement of all the payments due to us for the work / supply of _____ [enter description of work / supply] under the above mentioned contract agreement, between us and UJVN Limited. We hereby unconditionally, and without any reservation whatsoever, certify that with this payment, we shall have no claim whatsoever, of any description, on any account, against UJVN Limited, against aforesaid contract agreement executed by us. We further declare unequivocally, that with this payment, we have received all the amounts payable to us, and have no dispute of any description whatsoever, regarding the amounts worked out as payable to us and received by us, and that we shall continue to be bound by the terms and conditions of the contract agreement, as regards performance of the contract.

Yours faithfully,

Signatures of contractor or
Officer authorised to sign the contract documents
on behalf of the contractor

(Company stamp)

Date:

Place:

Form of Bank Guarantee

(For depositing Earnest Money in case the amount for deposit exceeds Rs. 5000/-)

To,

.....

.....

Sir,

WHEREAS, Messersa Company incorporated under the Indian Companies Act having its registered office at a firm registered under the Indian Partnership Act and having its business office at.....

/Srison of.....

resident of.....

Sri.....son of.....R/o.....

Sri.....son of.....R/o.....

and Sri.....son of.....R/o.....

partners carrying on business under the firm's name and style of Messers..... atwhich is registered partnership firm (hereinafter called "the Tenderer") has/have in response to your Tender Notice against specification number.....for, offered to supply and/ or execute the works as contained in the Tenderer's letter No..... dated

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

AND WHEREAS We
(name of the Bank), have, at request of the Tenderer, agree to give you this guarantee as hereinafter contained:

NOW THEREFORE, in consideration of the promises we, the undersigned, hereby covenant that the aforesaid tender of the Tenderer shall remain open for acceptance by you during the period of validity as mentioned in the tender or any extension thereof as you and the Tenderer may subsequently agree and if the Tenderer shall, for any reason back out, whether expressly or impliedly, from his said tender during the period of its validity or any extension thereof as aforesaid we hereby guarantee to you the payment of the sum of Rs..... on demand notwithstanding the existence of any dispute between the UJVN Ltd. and the Tenderer in this regard and we hereby further agree as follows :-

- a) That you may without affecting this guarantee grant time or other indulgence to or negotiate further with the Tenderer in regard to the conditions contained in the said tender and thereby modify these conditions or add these to any further conditions as may be mutually agreed upon between you and the Tenderer.
- b) That the guarantee herein before contained shall not be affected by any change in the constitution of the Tenderer.
- c) That this guarantee commences from the date thereof and shall remain in force till the Tenderer, if his tender is accepted by you, furnishes the security as required under the said specifications and executes a formal agreement as therein provided or till four months after the period of validity or the extended period of validity, as the case may be, of the tender, whichever is earlier.

- d) That the expressions 'The Tenderer' and 'the Bank' and 'the UJVN Limited' herein used shall, unless such and interpretation is repugnant to the subject or context include their respective successors and assigns.
- e) That any account settled between you and the Tenderer shall be conclusive evidence against us of the amount due hereunder and shall not be questioned by us.

Yours faithfully

FORM OF BANK GUARANTEE FOR SECURITY

CLAUSE 3.0 OF GCC

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

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

2. We Bank (Ltd.) do hereby undertake to pay the amounts due and payable under this guarantee without any demur merely on demand from the Nigam stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Nigam by reason of any breach by the said contractor of any of the terms and conditions contained in the said agreement or by reason of the contractor(s) failure to perform the said Agreement. Any such demand made on bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding of Rs.....

3. We Bank (Ltd.) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the Nigam under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till the Nigam or their only authorized officer certifies that the terms and conditions of the said agreement have fully and properly carried out by the said contractor (s) and accordingly discharges the guarantee.

4. We Bank (Ltd.) further agree with the Nigam that the Nigam shall have the fullest liberty without our consent and without affecting in any manner of obligations hereunder to vary any of terms and conditions of the said agreement or to extend time of performance by the said contractor (s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Nigam against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation or extension (s) being granted to the said contractor or for any forbearance, act or omission on the part of the Nigam or any indulgence by the Nigam to the said contractor(s) or any such matter or thing whatsoever which under the Law relating to sureties would, but for this provision, have effect of so relieving us.

5. We Bank (Ltd.) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Nigam in writing.

6. Notwithstanding anything contained above, the liability of the guarantor hereunder is restricted to said sum of Rs. and this guarantee shall expire on the day of 20 Unless a claim under the guarantee is filed with the guarantor within six months of such date, all claims shall lapse and the guarantor shall be discharged from the guarantee.

7. We (Name of Bank) lastly undertake to pay to the Nigam any money so demanded notwithstanding any dispute or disputes raised by the contractor (s)/supplier(s) in any suit or proceeding, pending before any Court or Tribunal relating to arbitration thereto or liability under this present being absolute and unequivocal. The payment so made by us under this Bond shall be a valid discharge of our liability for payment thereunder and the contractor (s)/supplier(s) shall have no claim against us for making such payment.

Date day of200

for Bank (Ltd.)

Proforma for Performance Bank Guarantee

THIS DEED OF GUARANTEE MADE ON THE day of20.
By the (hereinafter called 'the Guarantor') of the one PART IN FAVOUR
OF the UJVN Limited (hereinafter called the Purchaser of the other part

WHEREAS in accordance with the contract agreement dated the day of20.....(hereinafter called 'the said Contract') entered in to between the purchaser and Messers a company within the meaning of the companies act and having its registered office at (hereinafter called 'the Contractor') the Contractor agrees to supply, erect, test & commission (strike off which is not applicable) to the Purchaser the as provided in the said Contract.

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

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

NOW THIS DEED WITNESSES AS FOLLOWS

1. In consideration of the promises the Guarantor hereby undertakes that the Contractor shall duly supply, erect, test and commission (strike off which is not applicable) the aforesaid material of the correct quality and strictly in accordance with the said contract failing which the guarantor shall pay to the Purchaser on demand such amount or amounts as the Guarantor may be called upon to pay to the maximum aggregate of Rs. being 10% of the Contract value.
2. The Guarantor shall pay to the Purchaser on demand the sum under clause 1 above without demur and without requiring the Purchaser to invoke any legal remedy that may be available to it to compel the guarantor to pay the same or to compel such performance by the Contractor. Provided that where the Guarantor considers the demand of the Purchaser unjustified, it shall nevertheless pay the same though under protest to the Purchaser and shall not with-hold payment on that account.
3. This guarantee shall come into force the date hereof and shall remain valid for 12 (Twelve) calendar months from the date of the Commissioning.... of the last consignment of goods despatched which date despatch according to the Contract is the day of if however, the period of the Contract is for any reason extended thereby extending the said date and upon such extension, if the Contractor fails to furnish a fresh or renewed bank guarantee for the extended period, the Guarantor shall pay to the Purchaser the said sum of Rs..... or such lesser sum as the Purchaser may demand.
4. The guarantee herein contained shall not be effected by any change in constitution of the Guarantor or of the Contractor.
5. Any account settled between the Contractor and the Purchaser shall be conclusive evidence against the Guarantor of the amount due and shall not be questioned by the Guarantor.

6. The neglect or forbearance of the Purchaser in enforcement of payment of any moneys the payment whereof is intended to be hereby secured or the giving of time by the Purchaser for the payment thereof shall in no way relieve the Guarantor of its liability under this deed.
7. The Purchaser and the Contractor will be at liberty to carry out any modifications in the said Contract during the time of the said contract and any extension thereof, notice of which modifications to the guarantor is hereby waived.
8. The expressions 'The Purchaser' and 'The Guarantor' and 'The Contractor' shall unless there be any thing repugnant to the subject or context include their respective successors and assigns.
9. Notwithstanding anything contained above, the liability of the Guarantor hereunder is restricted to the said sum of Rs..... and this guarantee shall expire on the day of 200unless a claim under the guarantee is filled with the Guarantor within six months of such date, all claims shall lapse and the Guarantor shall be discharged from the guarantee.

IN WITNESS WHEREOF

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

Witness :

1.

Signed by

(For and on behalf of Guarantor)

2.

Form of Agreement

(Referred to in clause 3 of GCC)

THIS AGREEMENT made on the _____ day of _____ 20____

BETWEEN _____ (hereinafter referred to as "the Contractor") of the one part AND the UJVN Limited (hereinafter called "the purchaser") of the other part;

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

AND WHEREAS the Purchaser has accepted the tender of the Contractor for the supply and delivery of the said plant and machinery for the sum of
.....

upon the terms and subject to the conditions hereinafter mentioned, which shall form an integral part of this agreement.

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

AND in consideration of the due provisions of the said plant and machinery by the Contractor and due performance of his part of contract, the Purchaser does hereby for himself, his successors or assigns covenant with the Contractor that he, the Purchaser, his successors or assigns will pay to the Contractor the said sum of
.....

or such other sum as may be become payable to the Contractor under the provision of the Contract, such payments to be made at such time and in such manner as is provided by this contract.

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

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

Signed
(Contractor)
(date)
in the presence of

SECTION-6: SAFETY MANUAL

CONTENTS

Chapter 1-GENERAL

- 1.1 General
- 1.2 Enforcement of Safety Regulations
- 1.3 Contractor's Special Responsibilities
- 1.4 Important Safety Rules
- 1.5 Accident Reports

Chapter 2-CONSTRUCTION

- 2.1 Scaffolds
- 2.2 Platforms, Gangways and Runs
- 2.3 Ladders
- 2.4 Openings, Dangerous Corners, Break or Edges and Sloping Surfaces
- 2.5 Welding and Cutting
- 2.6 Painting

Chapter 3-PLANT AND MACHINERY

- 3.1 Tools
- 3.2 Drills
- 3.3 Ropes, Chains and Slings
- 3.4 Conveyors and Cableway
- 3.5 Light Equipment
- 3.6 Lifting Appliances
- 3.7 Boilers and Compressors
- 3.8 Heavy Machinery

Chapter 4-MISCELLANEOUS

- 4.1 Storage of Materials
- 4.2 Atmosphere in Confined Places
- 4.3 Prevention from Drowning
- 4.4 Fire Prevention and Protection
- 4.5 First Aid and Medical Care
- 4.6 Personal Protective Equipment
- 4.7 Miscellaneous

CHAPTER I GENERAL

1.1 GENERAL:

The Engineers at site shall at all times exercise reasonable and proper safety precautions for the safety of the people at all works under their control, in accordance with instructions contained in this Manual. They shall also ensure strict compliance of the same by their subordinates. Also, they shall see that the contractors executing works under their control adopt stipulated safety measures and adequately protect their workers.

In addition to instructions contained in this manual the safety regulations contained in the below mentioned ISI codes shall also apply wherever the provisions in the ISI codes are exhaustive in nature:

I.S. SAFETY CODES:

1.	IS 3764	1992	Excavation work
2.	IS 4756	1978	Tunnelling Work (first revision)
3.	IS 7293	1974	Working with Construction Machinery
4.	IS 7969	1975	Handling & Storage of building materials
5.	IS 4081	1991	Blasting and related drilling operations.
6.	IS 3696	1987	Scaffolds & ladders (Pt. I (Pt. I) Scaffolds)
7.	IS 3696	1999	Scaffolds & ladders (Pt. II (Pt. II) ladders)
8.	IS 4138	1977	Working in compressed air (1st revision)
9.	IS 818	1968	Safety and health protection in electric gas in welding and cutting operations.
10.	IS 4912	1978	Safety requirements for floor and wall openings Railway and toe Boards.
11.	IS 5121	1969	Piling & other Deep foundations
12.	IS 4130	1991	Demolition of Buildings (1st revision)
13.	IS 5916	1970	Construction involving use of hot bituminous materials.
14.	IS 3016	1982	Fire protection in welding and cutting operations.

1.2 ENFORCEMENT OF SAFETY REGULATIONS:

1.2.1 General Managers/Chief Engineers, Superintending Engineers, Executive Engineers, Supervisors and all other officials in charge of execution of work at the various organisational levels in the project shall ensure strict enforcement of safety regulations in the execution of works.

1.2.2 To assist the executive and supervisory staff of the project in spelling out the safety programmes and regulations prescribed in the Manual, a separate safety unit should be included in the project staff. This unit should consist of a Safety Engineer of the rank of Executive Engineer or Senior Assistant Engineer and a number of safety inspectors to assist him. The number of safety inspectors will depend on the magnitude and distribution of work. The safety engineer will be directly responsible to the General Manager or other Engineer-in-Charge of the project in keeping him informed of the compliance or otherwise of all safety

regulations and standards by the various executives, supervisory staff and contracting firms and assist him in maintaining safe standards of working.

The detailed duties of the safety staff shall be as under:

- a) To look into all procedures and practices and examine temporary structures, the failure of any of which may result in an accident.
- b) To go around the works regularly and advise the contractors and the department as to the measures to be taken to ensure safety of the works whether under the contractors or under the department.
- c) To see that the rules and regulations laid down in the safety manual are observed. Non-compliance with these regulations if any, should be brought to the notice of the Safety Engineer.
- d) To develop and execute programmes for the training of supervisory personnel in the application and observance of safety practices.
- e) To receive and analyse reports of all accidents and fires and initiate corrective actions warranted by the situations.
- f) To conduct safety education and propaganda.
- g) To recommend revisions or additions to the safety manual on safety measures in the light of project experience.
- h) To prepare safety posters, signs, displays, leaflets, bulletins, etc., and display them on neat attractive bulletin boards. Cartoons may also be displayed.
- i) Suggestions from the workers may also be obtained by means of suggestion boxes which may be kept at various places.
- j) Make certain that all Central Government, State Government or local laws and ordinance are complied with

1.2.3 A Project Safety Committee shall be constituted under the Chairmanship of General Manager of the Project, and shall have members from amongst the Senior Officers, Safety Engineer and representative of the contractor. The number of the members may vary and shall be decided by the General Manager according to the magnitude of the work and jobs involved. This Committee would meet from time to time, generally supervise the Safety arrangements, advise and give suggestions to the Safety Engineer, and consider the reports of the safety engineer.

1.3 CONTRACTORS' SPECIAL RESPONSIBILITIES:

1.3.1 The contractors shall at all times exercise reasonable and proper precautions for the safety of the people on the works and shall comply with the provisions of current safety laws, building and construction codes of the State Governments as may be applicable. All machinery and equipment and other sources of physical hazards shall be guarded in accordance with the requirements of this manual and regulations or laws of the State Governments of the Government of India.

1.3.2 In order to supervise the work from point of view of safety, the contractor shall provide a full time Safety Engineer who shall report and be responsible to the Safety Engineer of the Nigam, an executive or his designated representative and shall be responsible for coordinating the safety Programmes .

- 1.3.3 The contractor shall provide all necessary fencing and lights to protect the public from accidents and shall be bound to bear all the expenses of defence of every suit, action & other proceedings at Law that may be brought by any person for injury sustained owing to neglect of the above precautions and to pay any damages and costs which may be awarded in any such suit, action & proceedings to any such persons or which may with the consent of the contractor be paid to compromise any claim by any person.

1.4 IMPORTANT SAFETY RULES:

- i) Each employee shall be provided initial indoctrination regarding safety by the contractor so as to enable him to conduct his work in a safe manner.
- ii) No employee shall be given a new assignment of work unfamiliar to him without proper introduction as to the hazards incident thereto, both to himself and his fellow employees.
- iii) Under no circumstances shall an employee hurry or take unnecessary chances when working under hazardous conditions.
- iv) Employees must not leave naked fires unattended. Smoking shall not be permitted around fire prone areas and adequate fire fighting equipment shall be provided at crucial locations.
- v) Employees under the influence of any intoxicating beverage, even to the slightest degree should not be permitted to remain at work.
- vi) There shall be a suitable arrangement at every worksite for rendering prompt and sufficient first aid to the injured under the guidance of a Medical officer.
- vii) The staircases and passageways, shall be adequately lighted.
- viii) The employees when working around moving machinery, must not be permitted to wear loose garments. Safety shoes are recommended when working in shops or places where materials or tools are likely to fall. Only experienced workers shall be permitted to go behind guard rails or to clean around energized or moving equipment.
- ix) The employees must use the standard protection equipment intended for each job. Each piece of equipment shall be inspected and after it is used.

1.5 ACCIDENT REPORTS:

- 1.5.1 Monthly reports on prescribed proforma of all accidents shall be promptly submitted to the Safety Engineer of the Nigam, with a copy to the Engineer-in-Charge giving such data as may be prescribed by the contracting officer.
- 1.5.2 On the occurrence of any accident a report should be made to the Safety Engineer of the Nigam with a copy to the Engineer-in-Charge within 12 hours of the occurrence of the accident. In case of fatal accidents or those which are so serious that they are likely to result in the death of any workman, a report should be made immediately to the Engineer-in-Charge of the work.
- 1.5.3 The following sample forms (specimens attached at the end of this Chapter) may be used for reporting accidents and keeping relevant statistics:
INJURY REPORT-PRELIMINARY
(To be submitted immediately after the accident)
(N.B.)-Answers to all the items should be precise and definite.

No.
Date.....

1. Name of the person injured
2. Sex, Adult/Minor
3. Department/Project/Division
4. Designation
5. Regular/Work Charged/ Muster-Roll /Contractor's employee
6. Date & hour of accident
7. Cause of accident
8. Fatal, serious or minor

Signature with designation of
Reporting Officer

To

Medical Officer

9. Nature of injury

10. Period of estimated disablement.

Signature of Medical Officer.

Distribution:

1. Engineer-in-Charge
2. Safety Engineer

C. INJURY REPORT-DETAILED

Project.....Date of Report.....

Section-I Name.....Age.....Occupation

Who was injured? Employer...How long employed....

Salary or wage....Dates of previous injuries
Remarks.....

Section-II Date of injury.....Time

Time & Place Exact place where injury occurred.....

Section-III Describe injury.....

Name & Severity of injury.....

Did injury result in death or
Probable permanent disability.....

Yes/ No.

Return to work

Date of death

Section-IV (Description of Accident which caused the injury)

Describe the accident in full.....

.....

Section-V Type of Accident (Check one)

Fall of person- Same level

Falls of persons-One level to another

Flips (Causing strains not falls)

Struck by flying, rolling, sliding object

Stepping in or on object

Strains or sprains-lifting

Struck by or cut by hand tools

Other injuries from handling objects.

Burning or scalding

Electric shock or flash Explosions

Caught in or between

Striking against object

Struck by or run over by vehicle

Buried or partially buried by collapse of sides or fall of material

Drowning or suffocation

Poisoning, Infection

Other Describe.....

Section VI (Supervisor/Foreman's Statement)

I have personally investigated this accident, and concur in the analysis of causes given below:

Recommendation for prevention.....

Remarks.....

Signature of Foreman or other Immediate Superior.

Causes of the Accident

(To be completed by the Safety Engineer)

For one cross (x) in the appropriate box in Section 7, Mechanical causes; and one cross (x) in Section 8, Personal causes, Select the cause in each Section which could have been most readily removed and the removal of which would have helped most to prevent the accident. In addition to marking the appropriate box, describe briefly but exactly the causes selected. Secondary or contributing causes may be indicated by drawing a circle in the appropriate box.

Section VII Improper guarding.....

(Unguarded, inadequately guarded, guard removed etc.)

Defective substances or equipment.....

(Broke, poorly designed, slippery, defective brakes etc.)

Hazardous arrangement.....(Unsafely piled material, poor labour, poor house-keeping, loose rock etc.)

Improper illumination.....

Improper ventilation.....

(poor, dusty, gassy, high humidity, excessively hot etc.)

Improper dress or appeal.....

(Goggles, gloves, shoes, hard hat respirator etc.)

No mechanical cause Insufficient data to classify

Section VIII (Personal Causes)

Injured person Other person

Physical or mental defect.....

(Poor eye sight, arm amputated, deaf, epilepsy, etc)

Lack of knowledge or skill.....

(Unable to read, poor training, etc.)

Wrong attitude.....

(Deliberate, chance-taking, disregard for instructions, etc.)

No Personal causes Insufficient data to classify

Section IX (Supervisory Fault)

Was Inadequate or faulty supervision or foremen ship a cause or contributing cause of this accident?

(Yes or No)

Explain

Section X (Corrective Action)

What has been done to prevent the occurrence of similar accidents in the future?.....

This Report submitted by.....

(Safety Engineer)

Approved.....
(Construction Engineer or Superintendent)