ई–निविदा प्रपत्र

यदि निविदा प्रपत्र पूर्ण रूप से भरा नहीं होगा तो निविदा पर विचार नहीं किया जायेगा। उत्तर स्पष्ट रूप से प्रत्येक विवरण के सामने लिखा जाना चाहिए। नियम एवं शर्तें अलग से संलग्न करने पर स्वीकार्य नहीं होगा।

क्र0सं0	विवरण	निविदादाता द्वारा भरा जायेगा
1.	कार्यालय अधीक्षण अभियन्ता, विद्युत वितरण मण्डल–द्वितीय, जौनपुर द्वारा प्रकाशित ई–निविदा संख्या।	06 / वि0वि0मं0–द्वि0(जौ0) / 2026–27
2.	निविदादाता का नाम।	
3.	फर्म का नाम व पता।	
4.	निविदादाता का मोबाईल नम्बर।	
5	निविदा प्रपत्र मूल्य की अधीक्षण अभियन्ता, वि0वि0म0–द्वितीय, जौनपुर के पक्ष में **A/c No. 442101011036395 ;IFSC Code- UBIN0544213**Union Bank of India, Branch-Civil Line, Jaunpur में जमा रसीद संख्या एवं दिनांक आर0टी0जी0एस0 की यू0टी0आर0 सं0।	
6.	निविदादाता द्वारा अधीक्षण अभियन्ता, वि0वि0म0–द्वितीय, जौनपुर के पक्ष में **A/c No.442101011036395 ;IFSC Code- UBIN0544213**Union Bank of India, Branch-Civil Line, Jaunpur में जमा धरोहर धनराशि का विवरण आर0टी0जी0एस0 की यू0टी0आर0 सं0।	
7.	निविदादाता द्वारा नियम व शर्तें–ए एवं बी के अनुसार स्वीकार है कि नहीं।	
8.	निविदा के साथ मांगे गये प्रपत्र संलग्न है या नहीं।	
9.	निविदादाता द्वारा पूर्व / वर्तमान में किये गये समान या उच्च रेटिंग का कार्य किये गये अनुबन्ध की प्रति जो ई–निविदा की धनराशि एवं कार्यो का न्यूनतम 80 प्रतिशत का एक अनुबन्ध अथवा 50 प्रतिशत का दो पृथक–पृथक अनुबन्ध अथवा 40 प्रतिशत का तीन पृथक–पृथक अनुबन्ध विगत तीन वित्तीय वर्ष का (छायाप्रतियां संलग्न करना अनिवार्य है) की शर्त को पूर्ण करने पर निविदा हेतु अर्ह माना जाएगा।	
10.	निविदा के दरों की वैद्यता अवधि।	
11.	निविदा के कार्य को पूर्ण करने की अवधि	
12.	भारतीय विद्युत नियमावली 1956 के नियम–45 के अन्तर्गत विद्युत सुरक्षा निदेशालय द्वारा जारी "क" श्रेणी लाइसेंस की वैद्यता तिथि।	
13	अन्तिम पॉच वित्तीय वर्ष में से किन्ही तीन वित्तीय वर्षों का औसत टर्न ओवर रू0 38.00 लाख का प्रमाण संलग्न।	
14	जिलाधिकारी द्वारा निर्गत वैध चरित्र प्रमाण–पत्र।	
15.	कर्मचारी भविष्य निधि (EPF) संगठन में रजिस्ट्रेशन प्रमाण पत्र की छायाप्रति संलग्न एवं राज्य कर्मचारी राज्य बीमा निगम (ESIC) रजिस्ट्रेशन प्रमाण पत्र की छायाप्रति संलग्न।	
16.	इन्कम टैक्स पैन / जी0आई0आर0 नं0।	
17.	वस्तु एवं सेवा कर **(GST)** में रजिस्ट्रेशन प्रमाण पत्र।	
18	निविदादाता द्वारा दिये गये कार्य के दर में वस्तु एवं सेवा कर सम्मिलित है या नहीं।	

स्थान:.....

दिनांक:.....

निविदादाता का हस्ताक्षर
एवं मुहर

INDEX

E-TENDER SPECIFICATION NO 06/EDC-II(J)/2026-27

Work Description : बिजनेस प्लान वर्ष 2026–27 के अन्तर्गत विद्युत वितरण खण्ड–शाहगंज, जौनपुर के क्षेत्रान्तर्गत विभिन्न स्थानों पर स्थापित वितरण परिवर्तकों (25 से 63 के0वी0ए0 एवं 63 से 100 के0वी0ए0) की क्षमतावृद्धि का कार्य।

CONTENTS

01	Tender Notice
02	Instruction to Tenderers
03	Form 'A' "of PuVVNL, Varanasi.

TENDER FEE 3540.00.00 (Rs.Three Thousand Five hundred Forty only)
(Not Refundable)

To be submitted along with Tender bid Part-I in the shape of R.T.G.S. in fovour of Superintending Engineer, Electricity Distribution Circle-II, Jaunpur in Bank A/c No.442101011036395 of Union Bank of India, Branch-Civil Line, Jaunpur, IFSC Code-UBIN0544213 By R.T.G.S from any Scheduled Bank.

Tender without tender fee will not be entertained.

पूर्वान्चल विद्युत वितरण निगम लिमिटेड,

ई–निविदा सूचना

निविदा संख्या : **06/EDC-II(J)/2026-27**

कार्य : बिजनेस प्लान वर्ष 2026–27 के अन्तर्गत विद्युत वितरण खण्ड–शाहगंज, जौनपुर के क्षेत्रान्तर्गत विभिन्न स्थानों पर स्थापित वितरण परिवर्तकों (25 से 63 के0वी0ए0 एवं 63 से 100 के0वी0ए0) की क्षमतावृद्धि का कार्य।

निविदा प्रपत्र शुल्क : रू0 3540.00 (3000.00+540.00) (नान रिफण्डबुल)

धरोहर राशि : रू0 25000.00 (रू0 पचीस हजार मात्र)
धरोहर धनराशि एवं निविदा प्रपत्र शुल्क अधीक्षण अभियन्ता, विद्युत वितरण मण्डल–द्वितीय, जौनपुर के खाता संख्या–442101011036395, बैंक नाम–यूनियन बैंक आफ इण्डिया, शाखा–सिविल लाईन,जौनपुर, आई0एफ0एस0सी0 कोड–UBIN0544213 में आर0टी0जी0एस0 (RTGS) के माध्यम से जमा करना अनिवार्य होगा अन्यथा की स्थिति में निविदा पर विचार नहीं किया जायेगा।

निविदा आन लाइन जमा करने की अन्तिम तिथि : दिनांक 17.06.2026 अपराह्न 14:00 बजे

निविदा खुलने की तिथि : दिनांकः 18.06.2026 के 12:00 बजे

नोट–अधिक जानकारीउ0प्र0 सरकार की वेबसाइटhttps://www.etender.up.nic.in पर प्राप्त की जा सकती है।

निविदा से सम्बन्धित नियम व शर्ते–

निम्नलिखित बिन्दु संख्या 1 से 14 तक की शर्तो को पूरा करने वाली फर्मो की ही निविदा मान्य होगाः–

1- धरोहर धनराशि एवं निविदा प्रपत्र शुल्क अधीक्षण अभियन्ता, विद्युत वितरण मण्डल–द्वितीय जौनपुर के खाता संख्या–442101011036395, बैंक नाम–यूनियन बैंक आफ इण्डिया, शाखा–सिविल लाईन, जौनपुर, आई0एफ0एस0सी0 कोड–UBINo544213 में आर0टी0जी0एस0 (RTGS) केमाध्यम सेई–निविदा में दिये गये समयावधि में ही जमा करना अनिवार्य एवं स्वीकार्य होगा। इसमें किसी भी प्रकार की अनियमितता पाये जाने पर निविदा पर विचार नहीं किया जायेगा।

2- निविदा पार्ट–1 से सम्बन्धित समस्त पत्रावली हस्ताक्षर एवं मुहर सहित आन लाईन ई–निविदा के वेबसाइट/पोर्टल https://www.etender.up.nic.inपर दिनांक–17.06.2026 को 14.00 बजे तक अपलोड करना अनिवार्य होगा अन्यथा फर्म की निविदा अस्वीकार कर दी जायेगी। **निविदा के सभी प्रपत्र आन लाईन ही मान्य होगा ।**

3- ई–निविदा प्रपत्र शुल्क एवं धरोहर धनराशि सम्बन्धित आर0टी0जी0एस0 की प्रति संलग्न करना अनिवार्य है ।

4- निविदा प्रपत्र(18 कालम) को पूर्ण रुप से भरकर कालमवार विवरण/पत्रावली फर्म के हस्ताक्षर व मुहर सहित एवं निविदा प्रपत्र के साथ दिये गये नियम एवं शर्तो की प्रतियों पर हस्ताक्षर एवं मुहर सहित अपलोड करना अनिवार्य है ।

5- निविदादाता का जिलाधिकारी द्वारा निर्गत वैध चरित्र प्रमाण–पत्र संलग्न करना अनिवार्य है ।

6- फर्म द्वारा विद्युत सुरक्षा निदेशालय द्वारा प्रदत्त ''क'' श्रेणी का वैध लाईसेन्स संलग्न करना अनिवार्य है ।

7– निविदादाता द्वारा पूर्व/वर्तमान में किये गये समान या उच्च रेटिंग का कार्य किये गये अनुबन्ध की प्रति जो ई–निविदा की धनराशि एवं कार्यो का न्यूनतम 80 प्रतिशत का एक अनुबन्ध अथवा 50 प्रतिशत का दो पृथक–पृथक अनुबन्ध अथवा 40 प्रतिशत का तीन पृथक–पृथक अनुबन्ध विगत तीन वित्तीय वर्ष का (छायाप्रतियां संलग्न करना अनिवार्य है) की शर्त को पूर्ण करने पर निविदा हेतु अर्ह माना जाएगा।

8– कार्य एक या कई फर्मो को आवंटित किया जा सकता है। सशर्त निविदा स्वीकार नहीं की जायेगी।

9 फर्म का अन्तिम पॉच वित्तीय वर्षों मे से किन्ही तीन वित्तीय वर्षों का अवसत टर्न ओवर रु0 38.00 लाख (अड़तीस लाख मात्र) से कम का नही होना चाहिए, जो कि चार्टड एकाउन्टेण्ट द्वारा निर्गत किया गया हो संलग्न करना अनिवार्य है।

10 कर्मचारी भविष्य निधि (EPF) संगठन में रजिस्ट्रेशन प्रमाण पत्र की छायाप्रति संलग्न एवं राज्य कर्मचारी राज्य बीमा निगम (ESIC) रजिस्ट्रेशन प्रमाण पत्र की छायाप्रति संलग्न।

11 निविदा के प्रथम भाग में संलग्न अभिलेखों के जाचोंपरान्त निविदा का दूसरा भाग खोला जायेगा। प्रथम भाग अपूर्ण होने की स्थिति में निविदा का भाग–दो नहीं खोला जायेगा।

12 किसी भी प्रकार की कटिंग व ओवरराइटिंग होने की दशा में निविदा स्वीकार्य नहीं होगी।

13 अद्योहस्ताक्षरी को बिना कारण बताये एक या सम्पूर्ण निविदा को निरस्त करने का अधिकार सुरक्षित है।

14 वस्तु एवं सेवा कर (GST) में वैध रजिस्ट्रेशन प्रमाण पत्र एवं पैन।

कार्य की शर्तें :–

1. समस्त निविदा हेतु कार्यों का सम्पादन सम्बन्धित अधिशासी अभियन्ता, विद्युत वितरण खण्ड–शाहगंज के निर्देशन एवं पर्यवेक्षण में होंगे।
2. सभी कार्य सुरक्षा पूर्वक किये जायेगें और उसमें किसी प्रकार की विभागीय क्षति के लिए फर्म उत्तरदायी होगी।
3. वॉछित कार्य हेतु शट–डाऊन दिलाने का कार्य सम्बन्धित अधिशासी अभियन्ता द्वारा किया जायेगा।
4. कार्य स्थल का चुनाव लाईन का रूट तथा पोल पिट का स्थान पावर कारपोरेशन प्रतिनिधि द्वारा किया जायेगा जो अवर अभियन्ता के पद से नीचे के पद का नहीं होगा।
5. ठेकेदार के श्रमिकों की किसी प्रकार की दुर्घटना के लिए विभाग जिम्मेदार नहीं होगा एवं श्रमिक नियमों का पालन किया जायेगा।
6. अपेक्षित अकुशल एवं कुशल श्रमिक ठीकेदार को ही देने होंगे। कार्य के लिए आवश्यक सभी टी0 एण्ड पी0 एवं सुरक्षा उपकरण ठीकेदार ही उपलब्ध करायेंगे।
7. कार्य से संबंधित समस्त सामान जो निविदा प्राविधानों के अनुसार विभाग को देना है स्टोर पर दिया जायेगा जिसे कार्य स्थल तक ठेकेदार को स्वयं ले जाना होगा। सीमेन्ट, गिट्टी, बालू, ईट, स्टोन पैड एवं निविदा में वर्णित अन्य सामग्री निविदा के प्राविधानो के अनुसार ठेकदार लगायेगा।
8. कार्य की अवाधि 90 **दिनों की होगी।** सम्बन्धित फर्म को विद्युत वितरण मण्डल–द्वितीय, जौनपुर के कार्यालय द्वारा कार्य हेतु नोटिस दिये जाने के उपरान्त 03 दिन के अन्दर कार्य प्रारम्भ कराना होगा तथा 15 दिनों के अन्दर कार्य पूर्ण करना होगा। अन्तिम सामग्री मिलने से 07 दिन के अन्दर कार्य पूर्ण न होने पर अपूर्ण कार्य पर 1/2 प्रतिशत प्रति सप्ताह एवं अधिक से अधिक 10 प्रतिशत पेनाल्टी देय होगा।
9. ठेकेदार को विभाग के अधिकृत किये गये प्रतिनिधि/अनुबन्ध के अभियन्ता द्वारा निर्धारित समय सीमा के अन्दर कार्य पूर्ण करना होगा। यदि ठीकेदार निर्धारित समय के अन्दर अथवा अधिकृत प्रतिनिधि/अनुबन्ध के अभियन्ता द्वारा निर्धारित समयावधि के अन्दर कार्य पूर्ण करने में असफल रहता है तो ऐसी स्थिति में विभाग को यह अधिकार होगा कि वह कार्य विभाग द्वारा या किसी अन्य एजेंन्सी द्वारा पूर्ण करा लें और कार्य पर व्यय हुए धन को 25 प्रतिशत ओवर हेड सहित ठीकेदार के बिल/जमानत धनराशि/एकाउन्ट से वसूल कर लें।
10. कार्य सम्पादित करवाते समय किसी प्रकार की जन उपयोगी समान अथवा व्यवस्था या सेवा जैसे टेलीफोन, केबिल, पावर केबिल, जल पाईप, सीवर लाईन आदि के क्षतिग्रस्त होने की स्थिति में उसको ठेकेदारों को अपने खर्च पर ठीक कराने की जिम्मेदारी होगी। इसके लिये विभाग कोई क्षतिपूर्ति नहीं करेगा।
11. ठेकेदार एवं विभाग के बीच विवाद उत्पन्न होने की स्थिति में अधीक्षण अभियन्ता, विद्युत वितरण मण्डल–द्वितीय, जौनपुर एक मात्र आर्बिट्रेटर होगें एवं उनका निर्णय अन्तिम होगा जो दोनो पक्षों को मान्य होगा।
12. **भुगतान कार्य सफलतापूर्वक एवं संतोषजनक ढंग से पूर्ण किये जाने पर रनिंग भुगतान,ठेकेदार द्वारा बीजक उपलब्ध कराने पर फण्ड की उपलब्धता के आधार पर किया जायेगा।यदि कार्य मे कोई विवादास्पद स्थिति उत्पन्न होती है तो प्रो–रेटा के आधार पर** अधिशासी अभियन्ता, विद्युत वितरण खण्ड–बदलापुर **द्वारा भुगतान किया जायेगा।**
13. **दरो की वैधता न्यूनतम 180 दिन मानी जायेगी।**
14. दी गई दरें और कार्य की मात्रा कार्य पूर्ण होने तक हर हाल में मान्य होंगी।
15. विभाग द्वारा प्राप्त किये गये समस्त सामानों की पूर्ण सुरक्षा की जिम्मेदारी स्वयं ठेकेदार की होगी। चोरी होने अथवा दुर्घटनावस किसी प्रकार की क्षति होने की स्थिति में क्षतिपूर्ति निश्चित समयावधि के अन्दर ठेकेदार को करनी होगी।
16. फर्म जिसकी निविदा स्वीकृत है उनके द्वारा **जमा धरोहर धनराशि को जमानत धनराशि मान लिया जायेगा।**
17. **जमानत धनराशि पूरा कार्य संतोषजनक ढंग से पूर्ण होने के तथा ऊर्जीकृत किये जाने के पश्चात ही नियमानुसार वापस की जायेगी।**
18. आयकर की धनराशि वर्तमान दर पर ठीकेदार के बीजक से नियमानुसार काट ली जायेगी।
19. **कार्य की मात्रा अनुमानित है और यह 50 प्रतिशत घट अथवा 20 प्रतिशत बढ़ सकती है जिसे ठीकेदार को करना होगा।**
20. निविदा में दिये गये कार्यों में यदि कोई खराबी/कमी पाई जाती है तब ठीकेदार को लिखित रूप से सूचित करते हुए कि वह बिना अतिरिक्त भुगतान के एक सप्ताह के अन्दर कमियों/खराबियों को दूर करेगा। यदि ठीकेदार ऐसा करने में असमर्थ होता है अथवा कमियों को दूर नहीं कर पाता है तो उन कमियों को अन्य वाह्य ऐजेन्सी से ठीक कराने पर सम्बन्धित ठेकेदार के बीजकों से कटौती कर ली जायेगी।
21. कारपोरेशन के आदेशानुसार अनुबन्ध के पूर्व फर्म को कार्य की कुल लागत का 10 प्रतिशत धनराशि का बैंक गारंटी/एफ0डी0आर0 Performance Securityके रूप में अधीक्षण अभियन्ता, अभियन्ता विद्युत वितरण मण्डल–द्वितीय, जौनपुर के पक्ष में जमा करना अनिवार्य होगा।
22. अनुबन्ध में कुल धनराशि की सीमा के अन्दर शेड्यूल आफ रेट एण्ड क्वान्टिटी में वर्णित विभिन्न आइटम की मात्रा में परिवर्तन का अधिकार अनुबन्ध के अभियन्ता को होगा।
23. कार्य को सम्पूर्ण रूप से सम्पादित करने हेतु अनुबन्ध के Schedule of rate and quantity में इंगित कार्य के अलावा यदि कोई कार्य किया जाना है तो यह कार्य भी ठीकेदार द्वारा किया जाना अनिवार्य होगा तथा इस कार्य का भुगतान इसी तरह के पूर्व में किये गये कार्य के अनुसार देय होगा।
24. अन्य शर्तें विभाग में निर्धारित प्रपत्र ''ए'' के अनुरूप होगी जो निविदा प्रपत्र के साथ संलग्न की गई है।
25. विशेष स्थितियों में बिना कारण बताये कभी भी अनुबन्ध समाप्त किया जा सकता है।
26. अन्य नियम एवं शर्तें निगम के नियमानुसार होंगी।
27. वस्तु एवं सेवा कर (GST) नियमानुसार अतिरिक्त देय नहीं होगा।
28. समय समय पर कारपोरेशन द्वारा निर्गत आदेशों का अनुपालन किया जाएगा।

FORM 'A'

GENERAL CONDITIONS FOR THE SUPPLY OF PLANT AND

THE EXECUTION OF WORKS IN CONNECTION WITH

SCHEMES IN PURVANCHAL VIDYUT VITARAN NIGAM LTD.

1. Definition of terms

In construing these general conditions and the annexed specification, the following words shall have the meaning here in assigned to them unless there is anything in the subject or context inconsistent with such construction.

"The purchaser" or the Board shall mean the Pu.V.V.N. Ltd. and shall include his successors and assigns.

The "Contractor" Shall mean the Tenderer whose tender shall be accepted by the purchaser and shall include such 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 or any person to whom any part of the Contract has been sublet with the consent in writing of the Engineer and the heirs, legal representative's successors and assigns of such person.

The "Engineer" shall mean the officer placing the order for the work, with the contractor and such other officer as may be authorized and appointed in writing by the purchaser to act as Engineer for the purpose of the contract and in case of such officer has been so appointed, the purchaser or his duly authorised representative.

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

The "Contract" shall mean and include the general conditions, specifications, schedules, drawings, Form of Tender, covering Letter, Schedule of Prices, or the final General Conditions, Specifications 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 Specifications or and other place in Utter Pradesh where work is to be executed under the Contract.

"Test on Completion" shall mean such tests as are prescribed by the Specification to be made by the contractor before the plant is taken over by the purchaser.

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

"Month" shall mean calendar month.

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

Words importing person 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 Drawing. If he shall have any doubt as to the meaning of any portion of these General Conditions or of the Specifications, he shall, before signing the Contract, set forth the particulars there of and submit them to the Engineer in writing in order that such doubt may be removed.

3. Contract

A formal agreement shall if required by the purchaser, be entered into between the Purchaser and the Contractor for the proper fulfillment of the Contract.

Further, if required by the purchaser, the Contractor shall deposit with the Purchaser as security for the due and faithful performance of the Contract such sums not being less than one percent of the total value of the Contract as may be fixed by the purchaser either in cash or in any other form approved by the Purchaser. The security deposit shall be refunded to the Contractor on the satisfactory completion of tests and the taking over of the plant by the purchaser.

The charge in respect of vetting and execution of the contract document shall be borne by the contractor. The Contractor shall furnish with an executed stamped counter-part of the Agreement. The import licence fee will in each case have to be paid by the contractor. Import licence may have to be taken in the Board's name.

After the tender has been accepted by the Purchaser, all order or instructions to the Contractor shall except as here in other wise provided, be given by the Engineer on behalf of the Purchaser.

4. Contract Drawings

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

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

Within a reasonable period of the notification by the Engineer to the Contractor of his approval of such drawings, three sets in ink on tracing cloth or ferrogalic prints mounted on cloth of the drawings as approved shall be supplied to him by the Contractor and be signed by him and by the contractor respectively and thereafter deemed to be the "Contractor 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 what so ever except by the written permission of the Engineer as here in after 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 in this case the Engineer shall sign the fourth set return the same to the Contractor.

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

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

5. Mistake in Drawings

The Contractor shall be responsible for and shall pay for any alterations of the work due to any discrepancies, errors and omission in the drawings or other particulars supplied by him whether such drawings or particulars have been approved by the engineer or not provided that if such discrepancies, errors or ommission are due to inaccurate information or particulars furnished to the Contractor by the Engineer, any alterations in the work neccessiated by reason of such inaccurate information or particular shall be paid for by the purchaser.

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

6. Subletting of Contract

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

7. Patent rights

In the event of any claim or demand being made or action being brought against the purchaser for infringement or alleged infringement of letters- patent in respect of any machine, plant, work or thing used or supplied by the Contractor under this Contract or in respect of any method of using or working by the purchaser of such machine plant, work or thing the Contractor will indemnify the Purchaser against such claim or demand and all costs and expenses arising from or incurred by reasons of such claims or demand PROVIDED THAT the Purchaser shall notify that 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 expenses, 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 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.

7 A. Training of Engineers

The Contractor shall train at his works Engineer/Engineers of the Purchaser in the manufacture and assembly of machinery and its parts for a period of.....a separate agreement for such training shall be signed by the Engineer /Engineers selected for training, the Purchaser and the Contractor on the form appended hereto.

8. Quality of Material

The Plant shall be manufacture and constructed in the best and most substantial and most workman like manner and with material of the best or of approved qualities for their respective uses.

9. Packing

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

10. Delivery

The cost of delivering the whole of the material f.o.r. at the railway station specified or on the site as the specification may define and the cost of the packing and unless otherwise agreed, import duties and customs dues shall be borne by the Contractor.

11. Fencing and lighting for works other than trans mission lines

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

11 A For transmission lines

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

11B For all works

If during the period of erection of a plant the Contractor or his workman or servant shall injure of destroy any part of a building or other structure contiguous to the work in progress of if any damage shall be caused from any cause whatsoever to other works (whether in progress or completed) forming part of the work for which the plant is being installed or if and imperfections become apparent in these works the causes of which imperfections are attributable to the Contractor or his workmen or servants, the Contractor shall make good such damages and imperfection 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 there of 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, omission, additions, suspensions of variations of the work (hereinafter referred to as "Variation") under the Contract as shown by the drawings of the specification shall be made by the Contractor except as directed in writing by the Engineer, but the Engineer shall have full power, subject to the provision hereinafter contained, from time to time during the execution of the Contract by notice in writing to instruct Contractor to make

such variation without prejudice to Contract, and the Contractor shall carry out the such instructions and be bound by the same conditions as for as applicable, as through the said variation occurred in the specification. If any suggested variations would in the opinion of the Contractor, if carried out prevent him from fulfilling any of his obligations or guarantees under the Contract he shall notify the Engineer thereof in written and the Engineer shall decide forthwith whether or not the same shall be carried out and if the Engineer confirms his instruction 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 or deducted from Contract price as the case may require. The amount of such difference, if any, shall be ascertained and determined in accordance with 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 variation, unless the instruction for the performance of the same shall have been given in writing by the Engineer.

In the event of the Engineer requiring any variations, such reasonable proper notice shall be given to the Contractor as will enable him to make his arrangement 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 there of as he shall consider reasonable.

Provided that no such variation shall except with the consent in writing of the Contractor, be such as will involve an increase or decrease of total price payable under the Contract by more than 10 percent there of.

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. <u>Negligence</u>

If the Contractor shall neglect to execute the work with due deligence and expedition, or shall refuse or neglect to comply with any reasonable orders given him in writing by the Engineer in connection with work or shall contravene any provision of Contract the purchaser may give seven days notice in writing to the Contractor, to make good the failure neglect or contravention complained of and if the Contractor shall fail to comply with the notice within a reasonable time from the date of service thereof in the case of a failure, neglect or contravention capable of being made good within that time, then and in such case the Purchaser shall 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 the Contractor's hands and give it to another person on contract at a reasonable price or provided any other materials, tools tackles or labour for the purposed 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 free use of all the materials, tools, tackles or other things which may be on the site, for use at any time in connection with the work to the exclusion of any right of the Contractor over the same, and the Purchaser shall be entitled to retain and apply any balance which may be otherwise due on the Contract by him to the Contractor or such part thereof as may be necessary to the payment of the cost of executing such work as aforesaid.

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

14. Death, Bank-ruptcy, 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 work have the option of carrying out the Contract subject to his or their providing such guarantee an may be required by the Purchaser but not exceeding the value of the work for the time being remaining unexecuted. In the event of stoppage of the work period of the option under this clause shall be fourteen days only provided that should the above option not be exercised, the Contractor may be determined by the Purchaser by notice in writing to the contractor and the Purchaser may exercise the same power which he should exercise and will have the same right which he could have under the proceeding clause if the work had been taken out of Contractor's hand under that clause.

15. Inspection & Testing

The Engineer and his duly authorised representative shall have testing at all reasonable times the access to the Contractor's premises, and shall have the power at all reasonable time 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 authorised representatives permission to inspect it as the plant was manufactured on the Contractor's own premises.

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

15 A. Test at Contractor's Premises

The Contractor shall, if required, give the Engineer notice of any materials being ready for testing and the Engineer or his said representatives if so desires shall, on giving twenty-four hours previous notice in writing to the Contractor, attend at the Contractor's premises with in 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 presence, and he shall forth with forward to the Engineer duly certified copies of tests in duplicate.

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

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

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

15 B Test on Site

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

16. Delivery of Plant

No plant shall be forwarded until shipping instruction shall have been given to the Contractor.

Notification of delivery or dispatch in regard to each and every consignment shall be made to the purchaser immediately after dispatch or delivery. The supplier shall further supply to the consignee a priced invoice and packing account of all stores delivered or dispatched by him. All packages containers, bundles and loose materials forming part of each and every consignment shall be described fully in the packing account and full details of the contents of packages and quantity of materials shall be given to enable the consignee to check the stores on arrival at destination.

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 shall be available for free use of the Contractor until the plant is taken over.

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 Contractor, sub-contractor, and workmen and the Contractor's duly authorised agent 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 work shall at all times be accorded to the Engineer and his representatives and other authorised officials or representatives of the purchaser.

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

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

18. Engineer's Supervision

All the work shall be carried out under the direction and to the reasonable satisfaction of the engineer. If supervision of the erection for complete erection is included in the Contract, the Contractor shall be responsible for the correctness of the positions levels and dimensions of the work according to the drawings, not withstanding that he may gave 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 with holding of certificate, the Engineer shall if required to do so by the Contractor, given in writing, a decision thereon and his reasons for such decision. If the decision is not accepted by the Contractor the matter will, at the request of the Contractor, be referred to arbitration under the provision for arbitration hereinafter contained but subject to this right of reference to arbitration such decision shall be final and binding on the Contractor.

20. Contractor's Representatives & Workmen

If the supervision of erection or complete erection is also included in the Contract, the Contractor shall employ at least one competent representives and whose name or names shall have previously been communicated in writing to the Engineer by the Contractor to superintendent in the erection of the plant and the carrying out of the works. The said representatives, 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 authorised 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 in competent or negligent and the Contractor shall remove the person so objected to upon receipt from the Engineer of notice in writing requiring him to do so 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 Contractor's representative unless the contractor exempts his from this liability.

21. Liability for Accidents and Damage

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

Until the plant is taken over or is deemed to the 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 designs, 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 not 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 or shall his total liability for loss, damage or injury in this clause exceed the total value of Contract.

The Contractor will indemnify and save harmless the purchaser against all the actions suits, claims, demands, costs or expenses arising in connection with injuries (other than such as may attributable to the purchaser or his employees) suffered period to the date when the plant shall have been taken over under clause-35 hereof by persons employed by the Contractor or his Sub-Contractor on the work, whether at common Low or under the Workmen's Compensation Act, 1923 or any other statute in force at the date of contract relating to the question of the liability of employers for injuries suffered by employees, and will if called upon to do so take out the necessary policy of insurance to cover such indemnity.

21A. Only applicable to complete erection Contract

In the event of any claim being made, or action brought against the Purchaser involving the Contractor and arising out 0f the maters 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 assistance, if he so requires, 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 thereof . In such case, the Purchaser shall at the request and expense of the Contractor, afford all reasonable and available assistance for any such purpose.

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 of f.o.b. British port until the plant is taken over under clause 35. This insurance shall also cover loss by theft on site in the case of Contracts where the Contractor, is responsible for complete erection, but not in other cases.

23. Replacement of defective work or materials.

If during the progress of the work the Engineer shall decide and notify in writing to the Contractor that the contractor has executed any unsound or imperfect work or has supplied any plant inferior in quality to that specified the Contractor on receiving details of such defects 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 days' notice in writing of his intention so to do, proceed to remove the work complained of, and, at the cost of the Contractor, perform all such work or supply all such material provided that nothing in this clause shall be deemed to deprive the Purchaser of or affect any right under the contract, which he may otherwise have in respect of such defects are 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 the Contract, or may be recovered by suit or otherwise from the Contractor.

Any sum of money due and payable, to the contractor (including security deposit returnable to him) under this contract may be appropriated by the Purchaser and set of 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 Purchaser.

25 Terms of Payment

(1) Subject to any deduction which the Purchaser may be authorised to make under the Contract, or subject to any additions of deduction provided for under clause 12 the Contractor shall be entitled to payments as follows:

(a) Eighty percent of the f.o.r. Contract value of the plant in rupee on receipt by the purchaser of the Contractor's invoice giving the number and date of railway receipt covering the dispatch of the plant from Indian port and of the advice note giving case number and contents together with a certificate by the Contractor to the effect that the plant detailed in the said advice note has actually been dispatched under the said railway receipt and that the contract value of the said plant so dispatched is not less than the amount entered in the invoice.

(b) Ten percent of the f.o.r. Contract value of the plant on satisfactory completion of test and taking over of the plant.

(c) Ten percent of the f.o.r. Contract value of the plant at the end of twelve month from the date of taking over.

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

(2) If The Time at which either of the installments due under sub clauses (b) and (c)of clause (1) hereof become payable there are minor defects in the plant which are not of such importance as to affect the full commercial use of the plant, then the purchaser shall be entitled at retain only such part at the installment then due as represents the cost of making good such minor defects and any sum so retained shall subject of the provisions of clause 36 become due upon such minor defects being made good.

(3) If the Purchaser desires that the plant of any portion thereof should not be dispatched by the Contractor when it is due for dispatch by the Contractor shall store such plant or portion at his works and be responsible for all risk. For such storage the purchaser shall pay to the Contractor at a rate of mutually agreed upon between the parties but not exceeding 5S (five shilling per ton per week), payable quarterly plus interest at one percent per annum above the current rate of the State Bank of India on 80 percent of the Contract value of the plant or portion thereof so stored, for the period from the date on which said plant or portion become due and is ready for shipment up to the date on which it is actually shipped.

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

26. Provisional Sums

In any case where the Contract price includes a provisional sum sums to be provided by the Contractor for meeting the expense of extra work or for work to be done or material to be supplied by a sub Contractor, such sum shall be expended or used, either wholly or in part or be not used at the discretion of the Engineer and entirely as he may decide and direct. If no part or only a part thereof be used 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 same, the Contractor shall pay the excess. In the case of materials supplied on work done by a Sub Contractor, the total of the net sums paid to the Sub Contractor on account of such materials or work and a sum equal to 10percent of such net sum allowed as Contractor's profit shall be deemed to be the sum used. None of the works or articles to which such sum of money refer 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-Contractor on account of such materials or work, PROVIDED ALWAYS that the Contractor shall have no responsibility with regard to such work or articles unless he shall have previously approved the Sub Contractor and/or the material or plant to be supplied.

27. Certificates of Engineers

Every application to the Engineer for a certificate must be accompanied by a detailed invoice (in duplicate) setting forth in the order of the Schedule of prices, particulars of the work executed and the certificate as to such plant or work as in the reasonable openion of Engineer in accordance with the Contract shall be issued within fourteen days if possible or for other than the first payment within such time of application for the same as is reasonably necessary for communication with the site.

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

28. Due Date of Payments

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

29. Certificate not to affect rights of the purchaser or Contractor.

(1) 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 effect or prejudice the rights of the Purchaser against the Contractor either under this agreement or under the law or to relieve the Contractor of his obligations for the due performance of the Contract, or be interpreted as approval of the work done or of the materials supplied.

(2) No certificate of the Engineer shall create liability in the Purchaser to pay for any alteration, amendments, variations or additional work 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 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 Agreements or under the law.

30. Suspension of works

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

31. Extension of time for completion

The time given to the contractor for dispatch, delivery, erection or completion, as the case may be, shall be reckoned from the date of receipt by the Contractor or 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 strike, lockouts, fire, accident, defective materials, delay in approval of drawing or cause whatsoever beyond the reasonable Control of the Contractor and whether such delay or impediment shall occur before or after the time or extended time for dispatch, erection or completion, a reasonable extension of time shall be granted.

32. Damages for delay in completion

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 ½ (half) percent per week reckoned on the Contract value of such portion only of the plant as can not inconsequence of the delay be used commercially and efficiently during each week between the appointed or extended times as the case may be and the actual time of acceptance under clase35, and such reduction shall be in full satisfaction of the Contractor's

liability for delay, but shall not in any case exceed 10(ten)percent of the contract value of such portion of the plant.

33. Tests of Completion

Whenever possible all tests shall be carried out before shipment should however, it be necessary for the final tests as to performance and Completion 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 the completion of erection. If the result of these tests shall not come within the margin specified, the tests shall, if required be repeated within one month from the date the plant is ready for re-test, and the Contractor shall repay to the Purchaser all reasonable expenses to which he may be put by such tests.

34. Rejection of Defective Plant

If the completed plant, or any portion thereof, before it is taken over under clause35, be found to be defective, or fail to fulfill the requirements of the Contract, the Engineer shall give the contractor notice setting forth particulars of such defects or failure, and the contractor shall forth-with make the defect good; or alter the same to make it, comply, with the requirements of contract. If the Contractor fail to do so with a reasonable time, the purchaser may reject and replace, at the Cost of the contractor, the whole or any portion of the plant, as the case may be which is defective or fails to fulfill the requirements of the contract such replacement shall be carried out by the purchaser within a reasonable time and at reasonable price and where reasonable 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 extra cost if any, of such replacement delivered and/or erected as provided for the original Contract, such extra cost being the ascertained difference between the price paid by the purchaser under this 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 the purchaser all money paid by the purchaser to him in respect of such plant.

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

35. Taking over

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

In the event of final or any outstanding tests being held over until the plant is erected such taking over Certificate shall be issued subject to the results of such final or outstanding test shall be carried out in accordance with clause33.

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 test on site shall not be carried out within on 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 the such period and payments due to the Contractor on taking over shall be made, but nevertheless the contractor shall if called upon so to do by the purchaser, but at the purchaser's expense, make the said tests during the maintenance period and accept as aforesaid under the same obligation as specified in clause-33.

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

36. Maintenance

For a period of 12 (Twelve) calendar months commencing from the date on which the plant is taken over or is deemed to have been taken over under clause 25 (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 in the clause 6 under the conditions provided for by the Contract under proper use and arising solely from faulty design, materials or workmanship provided always that such defective parts are not repairable at site and are not essential in the meantime to the maintenance in commercial use of the plant are promptly returned to the contractor's works at the expenses 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 the parts of the plant so replaced or renewed until the expiration of six months from the date of such replacement or renewal or until the end of the above mentioned period of twelve months whichever may be the later. If any defects be not remedied within a reasonable time the purchaser may proceed to do the work at the Contractor's risk and expense but without prejudice to any other rights, which the purchaser may have against the Contractor in respect of such defects. The repaired or new parts will be delivered in accordance with clause 10. The Contractor shall bear reasonable cost of minor repairs carried out on his behalf at site. At the end of the maintenance period the Contractor's liability shall cease in respect of goods not covered by the first paragraph of this clause, the purchaser shall be entitled to the benefit of any guarantee given to the Contractor by the original supplier or manufacture of such goods.

37. Regulations of Local Authorities

The Purchaser shall throughout the Continuance of the Contract and in respect of all matters arising in the performance thereof, serve all notices and obtain all consent, way leaves approvals 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 work shall be executed in accordance the Indian Electricity Rules, 1956 and any statutory modification thereof, wherever are applicable, unless otherwise agreed to in writing by the Engineer.

38. Arbitration

If any dispute, difference or controversy shall at any time arise between the contractor on the one hand and the PuVVNL, and the Engineer of the Contract on the other hand touching the contract, or as to the true construction, meaning and intent of any part or condition of the same, or as to manner of execution or as to the quality or description of or payment for the same, or as to the true intent, meaning, interpretation construction or effect of the clause of the contract, specification or drawings or any of them or as to anything to be, done omitted or suffered in pursuance of the contract or specification, or as to the mode of carrying the contract into effect, or as to the breach or alleged breach of the contract, or as to any claims on accounts of such breach or alleged breach, or as to obviation or compensation for the commission of any such breach or as to any other matter or thing whatsoever connected with or arising out of the contract, and whether before or during the progress or after the completion of the contract, such, question, difference or dispute shall be referred for adjudication to the Chairman and Managing Director, UPPCL or any other person nominated by him in this behalf and his decision in writing shall be final binding and conculsive. This submission shall be deemed to be submission to arbitration within the meaning of the Indian arbitration Act 1940 or any statutory modification thereof. The arbitrator may form time to time with consent of the parties; enlarge the time for making and publishing the award.

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

Work under the Contractor shall, if reasonably possible, continue during the arbitration proceedings and no payment due or payable by the Corporation shall be withheld on account of such proceeding. In case of refusal/neglect by such nominee chairman & Managing Director, P.V.V.N.L. may nominate another person in his place.

39. Court of Competent Jurisdiction

Any action taken or proceeding initiated on any of the terms of this agreement shall be only in the court of competent Jurisdiction under the High Court of Judicature at Allahabad.

Work under the Contract shall if reasonable possible, continue during the Arbitration proceeding, and no payment due or payable by the Purchaser shall be withheld on account of such proceedings.

40. Construction of Contract

The Contract shall in all respects be constructed and operated as a Construction Contract as defined in the Indian Contract Act, 1972, and the payments of Contract there under shall be made in the rupees unless otherwise specified.

41. Marginal Notes

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

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FORM 'B'

General Conditions for the supply of Plant and Machinery for Works pertaining to the PURVANCHAL Vidyut Vitran Nigam Limited, VARANASI

1. In construction these General Conditions and the annexed specification the following words shall have the meanings herein assigned to them unless there is anything in the subject or context inconsistent with such construction: The "Purchaser shall mean the PURVANCHAL Vidyut Vitran Nigam Limited and shall include his successors and assigns. The "Contractor" shall mean the Tenderer whose tender shall be accepted by the purchaser and shall include such Tenderer's heirs, legal representatives, successors and assigns. The "Sub-contractor" shall mean the person named in the contract for any part of the work or any person to whom any part of the Contract has been sublet with the consent in writing of the Engineer and the heirs, legal representative, successors and assigns of such person. The "Engineer" shall mean the officer placing the order for work with the contractor and such other officers as may be duly authorised 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 authorised representative. "Plant" shall mean the plant and materials to be provided by the Contractor under the contract. The "Contract" shall mean and include the General Conditions, Specifications, Schedules, Drawings. Form of Tender, Covering letter, Schedule of prices or the final General conditions, specifications 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 schedule thereto (if any). The "Site" shall mean the site of the proposed work as detailed in the Specification or any other place in Uttar Pradesh where work is to be executed under Contract. "Month" shall mean calander month. "Writing" include any 'manuscript' typewritten or printed statement under or over signature or seal, as the case may be. Words importing person shall include Firms, Companies, Corporations and other bodies whether incorporated or not. Words importing the singular any shall also include the plural and vice versa the context requires.	**Definition of terms.**
2. The contractor shall be deemed to have carefully examined the General Conditions, Specifications, Schedules and Drawings. If he shall have may doubt as to the meaning of any portion of these General Conditions or of the Specifications he shall before signing the Contract, set forth the particulars thereof and submit them to the Engineer, in order that such doubt may be removed.	**Contractor to inform himself fully**
3. 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 a security for the due and faithful performance of the contract such sum not being less than one percent of the total value of the Contract as may be fixed by the Purchaser either in cash or any other form approved by the Purchaser. The security deposit shall be refunded to the Contract on the delivery and check of the plant at the site of the work. 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 counter part of the agreement. After the tender as been accepted by the Purchaser all orders or instructions to the Contractor shall, except as herein otherwise provided be given by the Engineer on behalf of the purchaser.	**Contract**
4. The Contractor shall submit, in duplicate, to the Engineer for his approval drawing of the General Arrangement of the plant to be provided and such detailed drawing, 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 drawing for approval. Within a reasonable period of the notification by the Engineer to the Contractor of his approval of such drawings, three sets in ink on tracing cloth or ferrogallic 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 Drawing:. These drawings when so signed shall become the property of the Purchaser and be deposited with the Engineer, and shall not be departed from any way whatsoever except by the written permission of the Engineer as hereinafter provided.	**Contract drawing**

In the event of the Contractor desiring and to process a signed set of drawing, he shall supply four sets instead of three sets and in this case the Engineer shall sign the fourth set and return the same to the contractor. The Contractor if required by the Engineer, shall supply in addition copies of any drawing other than shop drawing which may reasonably by required for the purpose of the Contractor and make a reasonable charge for such copies. The Engineer or his authorised representatives whose name shall have previously been communicated in writing to the Contractor, shall have the right, at all reasonable times, to inspect, at factory of the Contractor, drawing of any portion of the plant.	
5. The Contractor shall be responsible for and shall pay for any alterations or the plant due to any discrepancies, errors or omissions in the drawings and other particulars, supplied by him, whether such drawing of particulars have been approved by the Engineer if not, provided that if such discrepancies, errors or omissions are due to inaccurate information of particulars furnished the Contractor by the Engineer any alternations in the plant necessitated by reason of such inaccurate information of particulars shall be paid for by the purchaser. If any dimensions figured upon the drawings or a plan differ from those obtained by scaling the drawing of plant, the dimensions as figured upon the drawing or plan shall be taken as correct.	**Mistakes in drawing**
6. The Contractor shall not without consent in writing of the Engineer or Purchaser which shall not be unreasonably with held, assign or subject this Contract, or any substantial part thereof other than for raw materials, for minor details, or for any part of the plant, 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.	**Subletting of contract**
7. In the event of any claim or demand being made or action being brought against the Purchaser for infringement or alleged infringement or laters patent, in respect of any machine, plant or things 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, or thing, the Contractor will indemnify the Purchaser against such claim or demand and all costs and expenses arising from or incurred by reason of such claim or demand provided that the Purchaser shall notify the Contractor immediately and claim is made and that the Contractor shall be at liberty, if he so desires, with the assistance of the Purchaser. If required but at all the Contractor's own expense, to conduct all negotiation for the settlement of the same of any litigation that may arise there from and provided that no such machine, plant, or thing shall be used by the purchaser of any purpose or in any manner other than that or which they have been supplied by the Contractor and specified under this contract.	**Patent rights**
8. 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.	**Quality of material**
9. The Contractor shall be responsible for security protecting and packing the plant so as to avoid damage under normal conditions of transport.	**Packing**
10. The cost of delivering the whole of the material F.O.R. at the Railway stations specified shall be borne by the Contractor. The import Licence fee for the import of equipment or component parts of raw materials, if required shall be paid by the Contractor even when the import Licence may have to be taken in the name of the Purchaser.	**Delivery and imported licence fee**
11. No alterations, amendments, omissions, additions, suspensions, or variations of the plant (hereinafter referred to as "Variation") 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 make such variations, 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 his obligations or guarantee under the contract, he shall notify that Engineer there of 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 guarantee 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 t, or deducted from, the contract-price as the case may require. The amount of such deference, if any, shall be ascertained and determined in accordance with the rates specified in the Schedules of Prices, so far as the same may be applicable and where the rates are not contained in the said Schedules, or 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 that the Purchaser shall not become liable for the payment of any charge in respect of any such variations, unless, the	**Power to vary or omit work**

instructions for the performance of the same shall have been given in writing by the Engineer. In the even of the Engineer requiring any variations, such reasonable and proper notice shall be given to the Contractor as will enable him to make his arrangement accordingly, and in cases where goods or materials have already been prepared, or any design, drawings or patterns have been made or work done that required to be altered, the Engineer shall allow such compensation in respect there of 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 percent 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 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.	
12. If the Contractor shall neglect to manufacturer or supply the plant 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 manufacturer or supply, 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 any if the contractor shall fail to comply with the notice within a reasonable time from the date of service thereof in the case of a failure, neglect or contravention capable of being made good within that time then and in such case if the Purchaser shall think fit, it shall be lawful for him to take the manufacturer or supply of plant wholly or in part out of the Contractor's hand and give it to another person on contract at the reasonable price 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 manufacture or supply of such plant as aforesaid.	**Negligence**
13. If the Contractor shall die or commit any act of Bankruptcy, or being a corporation commence to be a wound up except for reconstruction purpose of carry on its business under a receiver, the executors, successors, or other representative in law of the estate of the Contractor of 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 reasonable steps to prevent stoppages of the manufacturer of plant, 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 plant, for the time being remaining unexecuted. In the event of stoppage of the manufacturer of the plant the period of the option under this clause shall be fourteen days only, provided that, should the above option not be exercised, the contract may be determined by the Purchaser by notice in writing to the Contractor, and 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 work had been taken out of the Contractor's hand under that clause.	**Deaths, Bankruptcy etc.**
14. The Engineer, and his duly authorised representative shall have at all reasonable times access to the Contractors premises and shall have the power at all reasonable time 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 he Engineer and for his duly authorised representatives permission to inspect it as if the plant manufactured on the Contractor's premises.	**Inspection & testing**
15. The Engineer shall, on giving seven day's notice in writing to the Contractor setting out any grounds of objections which he may have in respect of the work, be at liberty to reject all or any 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 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 of which the material is notified as being ready, failing which visit the Contractor may proceed with the test, which shall be deemed to have been made in Engineer's presence, and he shall forthwith forward to the Engineer due certified copies of the tests in duplicate. In all cases where the Contractor provides for tests, whether at the premises of the Contractor or of any subcontractor, 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 carryout efficiently such test of the plant in accordance with the Contract and shall give facilities to the Engineer or to his authorised representative to accomplish such testing. If special tests other than those specified in the Contract are required they shall be	**Test at contractor's premises Test on site**

paid for by the Purchaser as variations, under clause 1.1. When the tests have been satisfactorily completed at the Contractor's work the Engineer shall issue a certificate to that effect. In all cases where the Contractor provides for test on the site, the Purchaser, except otherwise specified, shall provide, free of charge, such labour, materials, electricity, fuel, water, stores apparatus and instruments as may be requisite from time to time and as may reasonably by demanded efficiently to carry out such test of the plant or workmanship in accordance with the Contract. In the cases of Contractor requiring electricity for test on site such electricity shall be supplied to contractor in the most convenient form available.	
15. The plant or material shall not be forwarded until shipping dispatch instructions shall have given to the Contractor. Notification of delivery or dispatch in regard to each and every consignment shall be made to the Purchaser immediately after dispatch or delivery. The supplier shall further supply to the consignee a priced invoice and packing accounts of all stores delivered or dispatched by him. All packages, containers, bundles and loose materials forming part of each and every consignment shall be described in fully in the packing account, and full details of the contents of packages and quantity of materials shall be given to enable the consignee to check the stores on arrival at destination.	**Delivery of plant**
16. The manufacture and supply of plant shall carried out under the direction and to the reasonable satisfaction of the Engineer.	**Engineer's supervision**
17. In respect of all matters which are left to the decision of Engineer, including the granting or with holing of certificates, the Engineer shall, if required so to do by the contractor, give in writing the 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 provision of arbitration hereinafter contained, but subject to the right or reference to arbitration. Such decisions shall be final and binding on the contractor.	**Engineer's decisions**
18. The Contractor shall be responsible for loss, damage of depreciation to goods up to the delivery at site.	**Liability for accidents and damage**
19. If during the progress of manufacture or supply of plant, the Engineer decide and notify in writing to the Contractor that the Contractor manufactured any plant or part of unsound or imperfect, or has supplied and plant inferior in quality to that specified, the contractor on receiving the details of such defects of deficiency shall, at his own expenses, within such time as may be reasonably necessary for the purpose proceed to alter, reconstruct or remove such plant or part of plant, supply fresh material up to the standard of specification and in case the Contractor shall fail to do so the Purchaser may, or giving the Contractor seven day's notice in writing of his intention, so to do proceed to alter, reconstruct or remove such plant or part of plant of supply of such materials at the Contractor's cost provided that nothing in this clause shall be deemed to deprive the purchaser of or affect any right under the contract which he may otherwise have in respect of such defects or deficiencies.	**Replacement of defective plant or material deduction**
20. All costs, damages or expenses, which the Purchaser may have paid, for which under the contract, the Contractor is liable, may be deducted by the Purchaser from any moneys due or which may become due by him to the Contractor under this Contract, or may be recovered by suit or otherwise from the Contractor. Any sum of money due and payable to the contractor (including security, deposit returnable to him) under this contract may be appropriated by the Purchaser and set off against any claim of the Purchaser for the payment of a sum of money arising out of or under any other contract made by the Contractor with the Purchaser.	**From contract price**
21. (1) Subject to any deduction which the Purchaser may be authorised to make under the contract, or subject to any addition or deduction provided for under clauses 11, the Contractor shall, on the certificate of the Engineer be entitled to payment as follows: (a) Ninety percent of the FOR contract value of the plant along with 100% sales/Trade tax and Excise duty as applicable on finished material/equipment shall be made through bank, intimated by the Purchaser in Rs. or receipt by the Purchaser of the Contractor's invoice giving the number and date of the railway receipt covering the dispatch of the plant from the Indian Port and of the advice note giving case number and contents, together with a certificate by the Contractor to the effect advice note has actually been that the plant detailed in the said dispatched under the said railway receipt and that the Contract value of the said plant so dispatched is not less than the amount entered in the invoice. (b) Ten percent of the FOR contract value on presentation of the contractor's invoice when each commercially useable section of the plant is complete and the last portion of such section has been dispatched and the whole material has been delivered at the place fixed for delivery and checked at the site of the work, within one month or such delivery, whichever is earlier. Provided that each of the payments under this clause shall be due on the last of the month in which the invoice for the amount due together with the necessary documents is received by the purchaser, provided also that the Purchaser shall not be bounded to make any payment under sub-clause (a) unless the amount of such payment represent at least 8 percent of the total contract value of the plant. (2) If at the time at which the last installment becomes payable there are minor defects in the plant which are to of such importance as to affect the full commercial use of the plant,	**Terms of payment**

then the Purchaser shall be entitled to retain such part of the installments as represents the cost of making good such minor defects, and any sum so retained shall, subject to the provisions of clause 30, become due upon such minor defects being made good. (3) If the Purchaser desires that the plant or any portion should not be dispatched by the Contractor when it is due for dispatch, the Contractor shall store such plant or portion at his works and be responsible for all risk. For such storage the Purchaser shall pay the Contractor at a rate to be mutually agreed upon between the parties, but no exceeding 5s (five shillings) per ton per week payable quarterly plus interest at percent per annum above the current rate of the State Bank of India, on 80 percent of the contract value of the plant or portion thereof so stored, for the period from the date on which the said plant or portion become due and is ready for shipment upto the date on which it is actually shipped.	
22. 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 the 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 there of be used, then the whole or the part used, as the case may be, shall be deducted from the contract price. If the sum used is more than such provisional sum the Contractor shall pay the excess. In the case of materials supplied or work done by a sub-contractor, the total of the net sum paid to the sub-contractor on account of such materials or works and a sum equal to 10% of such net sum allowed as Contractor's profit shall be deemed to be the sum used. None of the works or articles to which such sum of money refers shall be done or purchased without the written order of the Engineer. The Contractor shall allow the sub-contractors every facility for the supply of materials or execution of their several works simultaneously with his own, and shall within fourteen days after the Engineer has requested him in writing so to do, pay the dues of such sub-contractors on account of such materials or work; PROVIDED ALWAYS that the contractor shall have no responsibility with regards to such works or articles unless he shall have previously approved the sub-contractor and or the material or plant to be supplied.	
23(1) Every application to Engineer for a certificate must be accompanied by a detailed invoice (in duplicate) setting fourth in the order of the Schedule of price, particulars of the plant supplied and the certificates as to such plant as is the reasonable opinion of the Engineer, in accordance with the Contract shall be issued within fourteen days of the application for the same. (2) The Engineer may, be any certificates make any correction or modification in any previous certificate which shall have been issued by him and payments shall be required and adjusted accordingly.	**Certificates of Engineer**
24. No certificate of Engineer on account nor any sum paid on account by the Purchaser, nor any extension of time granted under clause 26 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 plant manufactured or supplied, and no certificate of the Engineer shall create liability on the Purchaser to pay for any alteration, 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, as contained or certified or not or of any sum against the payment of which he is bound to indemnify the Purchaser, nor shall any such certificates nor the acceptance by him of any sum, paid on account of otherwise affect or prejudice the rights of the Contractor against the Purchaser, either under this agreement or under the law.	**Certificate not to effect rights of the purchaser of contractor**
25. The Purchaser shall pay to the Contractor all reasonable expenses, incurred by the Contractor by reason of suspension of the manufacture of plant 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 of sub-contractor.	**Supervision of works**
26. The time given to the Contractor for dispatch or delivery shall be reckoned from the date of receipt by the Contractor of the order together with all necessary information and drawings, to enable the work to be put in hand. In all cases in which progress shall be delayed by strikes, lockouts, fire, accidents defective materials, delays in approval of drawings or any cause whatsoever beyond the reasonable control of the Contractor, and whether such delays or impediment shall occur before or after the time or extended time, for dispatch or delivery, a reasonable extension of time shall be granted.	**Extension of time of completion**
27. If the Contractor shall fail in the due performance of his Contract within the time fixed by the Contractor any extension thereof, the Contractor agrees to accept the 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 and extended time, as the case may be and the actual time of acceptance under clause 29, and such reduction shall be full satisfaction of the Contractor's liability for delay but shall not in any case exceed 10% of the Contract value of such portion of the plant.	**Price reduction clause**
28. If the completed plant of any portion thereof, before it is taken over under clause 29, be found to bed effective or fails to fulfill the requirement of the contract, the Engineer shall	**Rejection of**

give the Contractor notice setting forth particulars of such defects or failure, and the Contractor shall forth with 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 contractor, the whole or any portion of the plant as the case may be, which is defective or fails to fulfill the requirement of the Contract, such replacement shall be carried out by the Purchaser within a reasonable time, and at a reasonable price and where possible to 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 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 of 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 use of the plant in a reasonable and proper manner for a time reasonably of 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.	**defective plant**
29. Where the specification calls for performance test before shipment and these have been successfully carried out, the plant shall be accepted and taken over and the Engineer shall notify the Contractor to that effect. When the specification calls for tests on site the plant shall be taken over immediately after such tests have been satisfactorily carried out and the Engineer shall notify the contractor to that effect. Such notification shall not be unreasonably withheld, nor shall the Engineer delay giving such notification on account of minor omissions which does not necessarily delay shipment nor affect the commercial use of plant without any serious risk. PROVIDED ALWAYS that the Contractor undertakes to make good such omissions and defects at the earliest possible moment.	**Taking over**
30. For a period of 12 (twelve) or calender months commencing immediately upon the setting to work of the plant or on 18 months from the date of receipt of equipment by the purchaser at site whichever is earlier called the "Maintenance Period", the Contractor shall remain liable to replace any defective parts that may develop in plants of his manufacture or those office of his sub-contractors approved under clause 6, under conditions provided for by the Contractor under proper use and arising, solely from faulty design, materials or workmanship, PROVIDED ALWAYS the such defective parts as are not repairable at site and are not essential in the meantime to the maintenance in commercial due of the plant are promptly returned to the Contractors' work at the expense of the Contractor unless otherwise arranged. If it becomes necessary for the contractor to replace or renew any defective part of the plant under this clause, the provisions of the first paragraph of his 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 of renewal or until the end of the above mentioned period of 12 months, whichever may be later. If any defect be not remedied with 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 repair carried out on his behalf at site. At the end of maintenance period, the contractor's liabilities shall cease. In respect of goods not covered by first paragraph of this clause, the Purchaser shall be entitled to the benefit of any guarantee given to the contractor by the original supplier or manufacturer of such goods.	**Maintenance**
31. If any dispute, difference of controversy shall at any time arise between the contractor on the one hand and the PuVVNL and the Engineer of the contract or the other hand the contract, or as to the true construction, meaning and intent or any part of condition of, or payment for the same, or as to the true intent, meaning interpretation, construction of effect of the clauses of the contract, specifications or drawings or any of them, or as to any thing to be done committed or suffered in pursuance of the contract or specifications, or as to the mode of carrying the contract into effect, or as to the breach or alleged breach, or as to obviating or compensating for the commission of any such breach, or as to any other matter of thing, whatsoever connected with or arising out of the contract, and whether before or during the progress or after the completion of the contract, such question difference or dispute shall be referred for adjudication to the M.D., PuVVNL, Varanasi or to any other	**Arbitration**

person nominated by him in this behalf and his decision in writing shall be final, binding and conclusive. This submission shall be deemed to be a submission to arbitration within the meaning of the Indian Arbitration Act, 1940 or statutory modification thereof. The Arbitrator may from time to time with consent of the parties enlarge the time for making and publishing the award. Upon every or any such reference, the costs of, an incidental to, the reference and awards respectively shall be in the discretion of the arbitrator, who shall be competent to determine the amount thereof or direct the same to betaxed as between solicitor and client or as between Parties and to direct by whom and to whom manner the same shall be borne and paid. Work under the contract shall, if reasonable possible, continue during the arbitration proceedings and no payments due to payable by the Corporation shall be with held on account of such proceedings. In case of refusal/neglect by such nominee, M.D., PuVVNL may nominate another person in his place. Any action taken or proceedings initiated on any of the terms of this agreement shall be only in the court of competent jurisdiction under the High Court of Judicature, Allahabad.	
32. The Contractor shall in all respect be construed and operate as a Contract as defined in the Indian Contract Act, 1872, and all payments there under shall be made in rupees unless otherwise specified.	**Construction of contract**
33. The marginal note to any clause of this Contract shall not affect or control the construction of such clause.	**Marginal notes**

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