

## Section-II

Ajmer Vidyut Vitran Nigam Limited  
A Govt. of Rajasthan Undertaking  
**GENERAL CONDITIONS OF CONTRACT**

Notwithstanding anything contained to the contrary in the specification or bid or any subsequent exchange of correspondence these General Conditions of Contract (GCC) shall prevail and shall be binding on the supplier / Contractor and any change or variation expressed or impressed beyond GCC whatsoever made by them shall be inoperative unless otherwise sanctioned by the Nigam. The supplier / Contractor shall be deemed to have fully informed themselves and to have specific knowledge of the provisions of the General Conditions of Contract mentioned hereunder.

**1.1 DEFINITION OF TERMS:**

- 1.1.1 In constructing these general conditions and the annexed specification, the following words shall have the meaning herein assigned to them unless there is anything in the subject of context inconsistent with such construction.
- 1.1.2 The "Purchaser" shall mean the Ajmer Vidyut Vitran Nigam Ltd., Ajmer, its successors and assignees.
- 1.1.3 The "Bidder" shall mean and include one or more firm or any company or body in-corporate who has submitted the bid in response to "Invitation of Bid".
- 1.1.4 The "Supplier / Contractor" shall mean the bidder whose bid has been approved by the "Purchaser" and shall include the bidder's heirs, legal representative, successors and assignees.
- 1.1.5 The "Sub-vendor / Sub-Contractor" shall mean the firm or the person named in the contract for any part of the work or any firm to whom any part of the contract has been sublet with the consent in writing from the purchaser and shall include his heirs, legal representative, successors and assignees.
- 1.1.6. The "Chairman" shall mean the Chairman of the Ajmer Vidyut Vitran Nigam Limited & "Managing Director" shall mean the Managing Director of Ajmer Vidyut Vitran Nigam Limited.
- 1.1.7 The "Engineer" shall mean the Chief Engineer, Addl. CE, Dy. C.E., Superintending Engineer of material management wing, Ajmer Vidyut Vitran Nigam Limited, or his duly authorized and appointed representative time to time for any purpose.

- 1.1.8 "Plant & Machinery", "Material", "Stores", "Works", shall mean and include the plant and material to be provided and work or works to be done by the contractor / supplier under the contract.
- 1.1.9 The "Contract" shall mean and include the following:-
1. Invitation of bid.
  2. Instructions to bidders.
  3. Bid form including schedule of prices.
  4. Earnest Money Deposit.
  5. Letter of Intent/Acceptance and its acknowledgement.
  6. Performance Bank Guarantee.
  7. Formal Purchase / Work Order.
  8. Guaranteed Technical Particulars.
  9. General Conditions of Contract.
  10. Special Instructions.
  11. Site Conditions.
  12. Specification, specific conditions, schedules and drawings.
  13. Addenda which may hereafter be issued by the purchaser to the contractor / supplier in the form of letter and covering letters and schedule of prices as agreed between the contractor / supplier and the purchaser.
  14. The contracts to be entered into under clause 1.6 of these General Conditions.
- 1.1.10 The "Specification" shall mean the specification, specific conditions annexed to the General Conditions, the contract and the schedule thereto, if any.
- 1.1.11 The "Month" shall mean, English calendar month i.e. period of 30 days and "Week" shall mean a period of 7 days.
- 1.1.12 The "Site" shall mean the place or places named in the contract and include, wherever applicable, the lands and buildings upon or in which the works are to be executed.
- 1.1.13 The "Place of delivery" shall mean the destination at which the contractor / supplier is responsible to deliver the materials at the contract price.

- 1.1.14 The "Test of Completion" shall mean such tests prescribed in the contract to be made by the contractor / supplier before the plant & machinery / material is taken-over by the purchaser as per these General Conditions.
- 1.1.15 "Commissioning" shall mean the satisfactory installation and operation of the plant & machinery or equipment in after all necessary initial checks, adjustments, trials, cleaning and assembly required at site (if any), have been completed and the plant has been in continuous and un-restricted commercial use specified for at least thirty (30) days or as prescribed otherwise.
- 1.1.16 "Commercial Use" shall mean that use of plant & machinery / equipments / material as contemplated in purchase order.
- 1.1.17 "Letter of Intent/Acceptance" shall mean the purchasers letter conveying his acceptance of the bid subject to such revision / conditions as may have been stated therein.
- 1.1.18 The "Contract Price" shall mean the sum named in or calculated in accordance with the provisions of the contract / purchase or any amendments thereto.
- 1.1.19 "Formal Purchase / work Order" shall mean the purchaser's letter which may be issued in way of letter of intent containing detailed terms and conditions of the supply / work and such other particulars which the purchaser may like to convey to the supplier / contractor pending execution of a formal written contract in accordance with Clause 1.6.
- 1.1.20 "Consignee" shall mean and include the Asstt. Controller of Stores, Stores Superintendents and/ or any other authorized officer / official of the Ajmer Vidyut Vitran Nigam Limited.
- 1.1.21. The "work codes" shall mean to include the Indian Electricity Rules, code of practice and Factory Rules & Regulations applicable in the State of Rajasthan, on the date of issue of the letter of intent and such modification thereof as may be specially stipulated by competent State Authorities i.e. Electrical Inspector and Chief Inspector of Boiler Factories, Rajasthan.
- 1.1.22 Words importing "Person" shall include firms, companies, corporations and other bodies whether incorporated or not.
- 1.1.23 Words importing the "singular" only shall also include the plural and vice versa where the context requires.

1.1.24 Terms and expressions not herein defined shall have the same meaning as one assigned to them in the Indian Sale of Goods Act (No. III of 1930 fulfilling that in the Indian Contract Act (Act IX of 1872) and falling that in the General Clause Act, 1897).

1.2 **CONTRACT:**

The Contractor / supplier and purchaser shall, as soon as possible, unless otherwise agreed upon, enter into a sealed agreement for the proper fulfillment of the contract, the expenses of completing and stamping the contract shall be borne by the contractor / supplier and shall be furnished to the purchaser free of charge in two copies within 21 days and one copy shall be returned by the purchaser to the contractor / supplier after doing the needful. All orders / instructions to the contractor / supplier shall except as herein otherwise provided, be given by the Engineer on behalf of the purchaser.

1.3 **CONTRACTOR / SUPPLIER TO INFORM HIMSELF FULLY:**

The contractor / supplier shall be deemed to have carefully examined the General Conditions, specifications, schedules and drawings also to have satisfied him as the nature and character of the plant & machinery / equipments / material to be supplied and other relevant matters and details. If he has any doubt as to the meaning of any portion of the general and any special conditions of contract and specifications, he shall have full opportunity to seek clarification from the purchaser before signing the contract / commencement of supply, whichever is earlier but GCC will be fully binding on him.

1.4 **COMPLETENESS OF CONTRACT:**

The plant & machinery / equipment / Material shall be complete in every respect with all mountings, fittings, fixtures and standard accessories normally supplied with such equipment even though not specifically detailed in the specification unless otherwise specifically included in the list of excluded items. The contractor / supplier shall not be eligible for any extra payment in respect of such mounting, fittings, fixtures and standard accessories etc. which are needed for the safe operation of the equipment as required by applicable codes only as per contract, and they may not have been included specifically in the contract.

1.5 **BID FORM AND ACCEPTANCE OF BID:**

1.5.1 The purchaser is not bound to accept the lowest bid or any bid or assign any reason for the rejection of a bid. The purchaser also

reserves the right to either call for fresh bids or to accept either the whole or a part of bid or to place orders for any increased or decreased quantity on account of any reason.

### 1.5.3 VENDOR'S REGISTRATION SCHEME:

Contractor / suppliers / Firms / Vendors whose works are located in Rajasthan may get themselves registered in the Nigam by making permanent deposit in the prescribed modes as given below. The class of registration of contractor / supplier, permitted extent of participation, amount of permanent deposit along with prescribed modes thereof are given below: -

Note: - The amount of cash deposit shall be made only by way of Demand Draft/ Banker's cheque/ Pay order in case of local firms drawn in the name of Accounts Officer (EA & Cash), Ajmer Vidyut Vitran Nigam Limited, Ajmer.

S. No.	Class of Contractor / suppliers	Permitted extent of participation	Permanent Deposit	
			Non-interest bearing Cash	Bank Guarantee in the proforma at Appendix-XVIII
1	E	Rs. 50 Lac	Rs. 0.25 Lac	---
2	D	Rs. 100 Lac	Rs. 0.25 Lac	Rs. 2.50 Lac
3	C	Rs. 250 Lac	Rs. 0.50 Lac	Rs. 5.00 Lac
4	B	Rs. 500 Lac	Rs. 0.75 Lac	Rs. 7.50 Lac
5	A	Any Amount	Rs. 1.00 Lac	Rs. 10.00 Lac

SSI units located in Rajasthan will be eligible for registration after depositing half of the aforesaid amount subject to furnishing valid SSI unit registration certificate of Industries Department, Government of Rajasthan. For example such a unit for registration in category 'D' shall be required to make a deposit of Rs. 12500/- in cash along with Bank Guarantee of Rs. 1.25 Lac only as against the normal requirement of Rs. 25000/- in cash plus a Bank Guarantee for Rs. 2.50 lac for registration in the said category.

Contractor / suppliers / firms / vendors whose works are located outside Rajasthan, may get themselves registered in the Nigam by making permanent deposit in the prescribed modes as given below. The class of registration of contractor / suppliers, permitted extent of participation, amount of permanent deposit along with prescribed modes thereof are given below: -

## 1.6 CONTRACT DOCUMENTS:

S.No.	Class of Contractor / suppliers	Permitted extent of participation	Permanent Deposit		
			Non-interest bearing Cash	Interest bearing cash @ Bank rate Per annum & or decided from time to time by the Nigam	Bank Guarantee in the proforma at Appendix-XVIII
1	E	Rs. 50 Lac	Rs. 0.25 Lac	---	---
2	D	Rs. 100 Lac	Rs. 0.25 Lac	Rs. 1.25 Lac	Rs. 1.25 Lac
3	C	Rs. 250 Lac	Rs. 0.50 Lac	Rs. 2.50 Lac	Rs. 2.50 Lac
4	B	Rs. 500 Lac	Rs. 0.75 Lac	Rs. 3.75 Lac	Rs. 3.75 Lac
5	A	Any Amount	Rs. 1.00 Lac	Rs. 5.00 Lac	Rs. 5.00 Lac

1.6.1 The Order placed under this specification shall be governed by the terms and conditions as incorporated in this section of the specification and as given in the purchase order including its Annexure(s). The terms and conditions as specified in this section if differ from the terms as indicated in the purchase order and its Annexure(s), the later shall prevail. The contract shall for all purposes be constructed according to the laws of India and subject to jurisdiction of Courts in Rajasthan only. For the due fulfillment of the contract, the contractor / supplier shall execute a contract in duplicate, in the prescribed form (to be obtained from the purchaser) on non-judicial stamp paper worth Rs.100/- as per stamp duty applicable of Govt. of Rajasthan. Such contract shall be executed and signed by the authorized person of the contractor / supplier on each page with seal thereof. The original copy is only to be executed on the stamp paper. The second copy may be executed on simple paper. Such, contract documents shall be required to be submitted to the purchaser within a period of 21 days from the receipt of the order duly signed on the each page. One copy of the executed contract duly signed by the purchaser shall be sent to the contractor / supplier for his reference. The contract documents shall mean and include the following: -

- (I) Contract.
- (II) Purchase order & its annexures.
- (III) Terms and conditions of the specification.
- (IV) General Conditions of Contract of the specification and Instructions to Bidders.
- (V) Any subsequent modification / amendment / clarification

- 1.6.2 After the bid has been accepted by the purchaser all orders or instructions to the contractor / supplier shall except as herein otherwise provided, be given by the Engineer in writing on behalf of the purchaser.
- 1.6.3 Any bid, drawing, technical data or correspondence which forms the basis of an order of a contract as aforesaid or which may be furnished by the contractor for the purchaser's approval or information as provided under the said order or contract, shall be in English and if it is in any other language a complete translation in English shall be duly furnished. The purchaser shall not be bound to consider any bid, drawings, technical data or correspondence which is not furnished in the English language.
- 1.7 **CONSULTING ENGINEER:**
- The consulting Engineer may co-ordinate, supervise and approve the technical portion of the work of the contractor and his sub-contractor excluding decision involving financial liabilities to the purchaser for which approval of the engineer shall be obtained.
- 1.8 **DESIGN EQUIPMENTS:**
- 1.8.1 All equipments and materials shall be designed and all work executed conforming to codes.
- 1.8.2 Structures and outdoor equipment shall be designed to withstand wind load as set forth in the Indian Standard 875 unless otherwise specified in the technical specification.
- 1.8.3 Structural parts and equipment shall be designed to resist lateral inertia forces developed in each corresponding mass center due to seismic ground motion. The structural parts and their anchorages shall be designed on the basis of the conventional acceleration method. The lateral inertia forces will be determined from the expression. Where 'F' is the force on the part of the lateral direction 'W' is the weight of the part with probable existing service load at the time of the earthquake and "C" is the seismic coefficient i.e. the ratio of seismic coefficient shall be obtained from the Indian Standard IS : 893 unless otherwise specified in the technical specification.
- 1.8.4 The contractor shall provide adequate guards for all couplings by wheels and other moving parts which could be considered as a safety hazard, safety sentinel and relief valves are to be locked or piped in such a manner as to safeguard personnel and property.

1.8.5 All safety devices shall be in accordance with the prevailing statutory regulations and requirements.

1.8.6 Special attention shall be given to the design arrangement and assembly of all equipment to ensure ease of maintenance and renewal of part.

## 1.9 **STANDARD**

1.9.1 The equipment covered by specification shall, unless otherwise specified be built to conform to the requirements of relevant standards issued by any of the following and the bidder should specifically mention in each case the applicability of the relevant specifications. :- .

1. Indian Standard Institution's Standard code, wherever applicable.
2. Indian Electricity Rules 1956, wherever applicable.
3. British Standard Specification relevant codes and British Electrical Standard Association.
4. American Society of Mechanical Engineer's Power Test Codes.
5. American Society of Materials Testing Codes.
6. American Standards Association/U.S.A. Standards Institute and Edison Electric Institute.
7. Standard of Hydraulic Institute, U.S.A.
8. Heat Exchange Manufacturer's Standards, U.S.A.
9. Bladder Heat Manufacturer's Association Standard, U.S.A.
10. Appropriate National Standard Specification of the country of Manufacture on approval by the purchaser.
11. Indian Boiler Regulation Act. .
12. Other Standards approved by Purchaser.

1.9.2 The equipment conforming to any other national standard which ensure equivalent quality is also acceptable. In such cases the bidder shall clearly indicate the standards adopted and furnish a copy of the English translation of the standard along with the bid.

1.9.3 The Performance figures quoted shall be guaranteed with the tolerances permitted by relevant standard unless specifically stipulated in the specification. In case of failure of the equipment to meet the guarantee, the purchaser reserves the right to reject the equipment.

1.9.4 The bidders are requested to bid for their standard equipment, as far as possible, provided it meets the service requirements mentioned in the specification.



1.9.5 Should the bidder wish to depart from the provision of these specification either on account of manufacturing practice or for any other reason, he shall clearly mention the departures and submit complete justification supported by information, drawings etc. as will enable the relative merits of his proposals to be fully appreciated. The engineer shall have the right to reject them and decision of the engineer shall be final and binding on the contractor.

.1.9.6 In the event of the Specification and Contractor's drawing and tables etc. being found to disagree the erection of the contract equipment, the annexed specification shall be held binding unless the departures have been duly approve in writing by the purchaser.

1.9.7 **INDIAN ELECTRICITY ACT:**

All the supplies covered by the contract shall be in accordance with the Indian Electricity Act, 1910 with the latest amendments and the Indian Electricity Rules, 1956 made there under and Indian Electricity Act, 2003 and amendment(s) thereof thereafter.

1.10 **SYSTEM OF UNITS DIMENSIONS MEASURES AND CALIBRATION:**

All dimensions, measures etc. shall be as per metric and cgs system of units. All instruments, recorders etc. shall also be calibrated in metric and cgs system of units.

1.11 **INDEMNITY:**

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

**1.12 SUBMISSION AND APPROVAL OF DRAWINGS:**

- 1.12.1 Within thirty (30) days of the date of receipt of the purchaser's letter of intent/Acceptance, the contractor shall submit to the consulting engineers as well as to the purchaser, the following drawings of plant and technical data for approval as per distribution schedule attached to the specification: -
- (i) Dimensional general arrangement/outline drawings of the plant and equipment to be supplied under the contract and all data including floor plan loading data location of foundation bolts etc. relating to foundation structures to enable the purchaser to arrange for civil construction work.
  - (ii) Dimensional drawing showing individual equipment being supplied under the contract, method and sizes of connections to the purchaser's other equipment, giving also the limits of variation of the dimensions.
  - (iii) All efficiency and characteristic curves and technical particulars required under the specification. .
  - (iv) Schedule drawings of all writings, connections and interlock diagrams showing the points where connections have, to be made by the purchaser.
  - (v) Necessary structural and other calculations and data required for approval.
- 1.12.2 Nigam's Engineer/ the consulting Engineer shall return to the contractor one set of all these drawings, plants and Technical data after marking them with their comments/corrections if any, either (a) stamped approved or (b) marked up with the comments. In case of (a), no further submission or drawings will be required. In case of (b) the contractor shall correct his original drawings and will be required to conform to the comments made by the consulting engineers and resubmit within two (2) weeks of receipt of comments in the same manner as stated in the distribution schedule. After approval of the drawings a reproducible of each drawing shall be supplied, final drawings shall be certified as Approved. For constructions should any minor revision be made after 'Approval", the contractor shall redistribute prints and reproducible as per the distribution schedule. Every revision shall be marked by a number, date and subject in a revision block provided in the drawings. The consulting engineer's approval shall not relieve the contractor from any of his obligations and responsibility to fabricate and erect the

material conforming to the specification, unless a written amendment to the specification is issued by the purchaser.

- 1.12.3 Reproducible shall be of quality of produce clear and legible prints and any inferior reproducible will be returned by the purchaser for replacement with suitable reproducible. All reproducible shall be mailed rolled, not folded on the outside of regular mailing tubes except for small sizes can be mailed unfold in an envelope with a card board backing. The prints and reproducible shall be mailed in the most expeditious manner and shall be accompanied with a letter of transmittal.
- 1.12.4 One (1) copy each of the drawings marked as built shall be returned immediately upon completion of the job by the contractor and duly marked with the needed modifications / alterations made at site, in accordance with engineer's approval. Similarly one set of 'As Built' drawings along with the reproducible for drawings prepared by the contractor immediately upon completion of the corresponding work / works shall be furnished.
- 1.12.5 Any work shown on the drawing and not particularly described in the specification or specified in the specification and not shown on the drawing shall be included by the contractor in his bid and the omission either from the drawings or specification of any details of work necessary and obviously intended, shall not relieve the contractor from performing such work.
- 1.12.6 The contractor shall take approval of designs and drawings before commencement of manufacture of the equipment. Any manufacturing done prior to approval of drawings shall be rectified by the, contractor at his own cost if any discrepancy arises. No extension of delivery period shall be granted on this account.
- 1.12.7. The purchaser shall have the right to request the contractor to make any change in the design / drawing which may be necessary to make the equipment conforming to the provision and interests of the contract.
- 1.12.8 The contractor shall be responsible for and shall pay for any alterations of the work due to any discrepancies, errors and omissions in the drawings or other particulars, supplied by him, whether such drawings or particulars have been approved by the engineer or not, provided that if such discrepancies errors or omissions are due to in-accurate information, or particulars furnished to the contractor by the engineer, any alterations in the work necessitated by reasons of such inaccurate information or particulars shall be paid for by the purchaser.

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

**1.13 ERECTION, DRAWINGS AND INSTRUCTION MANUAL:**

The contractor shall submit to the engineer & purchaser within a reasonable time but at least three (3) months before despatch of equipment the following drawings and instruction manual etc. accordance with the distribution schedule attached: -

- (i) Erection drawing along-with reproduction print.
- (ii) Instruction books, for proper erection and assembly of all equipment and necessary instructions for checking and recording proper assembly of the plant.
- (iii) Instruction sheets for proper balancing alignment, adjustment, checking, and calibration as may be necessary.
- (iv) Descriptive literature and drawings to illustrate the working principle method of assembly and dismantling.
- (v) Operation and maintenance manual.

**1.14 SPARE PARTS AND TOOLS:**

1.14.1 The contractor shall furnish eight (8) sets of spare parts hand books with details and diagrams wherever necessary. The contractor shall recommend separately along-with the bid, the spare parts required for three (3) years satisfactory operation and maintenance of the offered equipment together with item wise price and should furnish the manufacturing drawings of the spare parts which the particular company is not manufacturing. The contractor shall also recommend with item wise prices separately along-with this price, spare parts required for five (5) years satisfactory operation and maintenance of the offered equipment parts requiring frequent replacement shall be listed separately from parts, required for ensuring reliability in unforeseen emergencies. The list shall be accompanied with full position indicating the reduction from the stock list price if these spares are ordered at one time.

1.14.2 The contractor shall also indicate facilities existing or under planning to ensure the ready availability of spare parts other than those already being manufactured indigenously.

1.14.3 The contractor shall be responsible for the subsequent availability of spares to ensure continued trouble free service.

- 1.14.4 In the event of an order, the contractor shall guarantee that spare parts for the equipment will be made available as and when required by the purchaser on the following terms: -
- (a) The contractor shall guarantee that he will supply spare if and when required on an agreed basis or the life time of the plant. The agreed basis shall be a discount to be stated in the bid over the published catalogue prices at the time of supply of the spare parts.
  - (b) The contractor shall warrant that before going out of production of the spare parts he will give adequate advance notice to the purchaser so that the latter may order his requirement of spares in one lot, if he so likes. .
  - (c) The contractor shall further guarantee that if he goes out of production of spare parts then he will make available blue prints, drawings of spare parts and specification of material at no cost to the purchaser, if and when required in connection with the equipment to enable the purchaser to fabricate or procure spare parts from either sources.
- 1.14.5 One complete set of maintenance tools and tackles required for complete assembly dismantling and maintenance of equipment shall be quoted separately giving the item wise prices.
- 1.14.6 All tools shall be of best quality and specially protected against rusting in tropical climate. The tools shall be furnished neatly arranged in special portable tool cabinets. An item wise price list shall be furnished with the bid of the recommended erection tools and tackles.
- 1.15 **INTERCHANGEABILITY OF PARTS:**
- All parts shall be made accurately to standard gauges so as to facilitate replacement and repairs. All corresponding parts of similar apparatus including the spare parts shall be interchangeable.
- 1.16 **SPECIAL TOOLS AND TACKLES:**
- 1.16.1 The bidder shall furnish to the purchaser a complete and unused set of all special tools and tackles which are necessary or convenient for erection, commissioning, maintenance and overhauling of any of the equipment covered under the specification.
- 1.16.2 The tool shall be despatched in separate package clearly marked with the name of the equipment for which they are intended.
- 1.16.3 The bidder shall clearly indicate separately in his bid item wise quotation of the list of tools he proposes to furnish.

**1.17 MATERIALS AND WORKMANSHIP:**

1.17.1 All materials used in the construction of the equipment shall be originally new and unused and will comply with the standards and codes specified above and shall be selected from the best available considering strength, durability and best engineering practice, it will not deteriorate or distort under the prevailing extremes of atmosphere conditions. The workmanship and design shall be in accordance with the best engineering practice and shall be such as have been proved suitable for the intended purpose and for giving satisfactory Performance under the prevailing climatic conditions and proposed system of supply liberal factors of safety shall be used throughout the design and special consideration shall be given on parts subject to alternating stresses or shocks or most severe operating conditions.

**1.17.2 Minor Accessories/Fittings:**

The contractor shall supply all such minor accessories, fittings, apparatus required for the completion of the supply which have not been specifically mentioned in this specification or bid offer but which are usual or necessary for the equipment.

**1.17.3 Patent And Rights:**

The contractor / supplier shall give indemnified and keep indemnited the purchaser against liability of any kind including the cost and expenses for the order on account of any copyright and / or secret or process (es) adopted by the contractor / supplier including their use by the purchaser.

**1.18 Replacement of Defective Work For Materials:**

If during the progress of the work the Engineer decides and notify in writing to the contractor that the contractor has executed any unsound or imperfect work or has supplied any material inferior in quality to that specified, the contractor on receiving details of such defects or deficiency shall at his own expense, within such time as may be reasonably necessary for making it good, proceed to reconstruct or remove such work or supply fresh material upto the standard of the specification and in case the contractor fails to do so, the purchaser may on giving the contractor seven days notice in writing of his intention to do so proceed to remove the work complained if and, at the cost of the contractor, perform all such work of supply all such material provided that nothing in this clause

shall be deemed to deprive the purchaser or effect any right under the contract, which he may otherwise have in respect of such defects or deficiencies.

**1.19 NAME PLATES AND MARKING OF PARTS:**

1.19.1 All equipments shall have metal name plates fixed in suitable position with full particulars engraved thereon.

1.19.2 In order to facilitate identification the parts of the equipment shall be suitably marked.

**1.20 PAINTING:**

1.20.1 All surfaces interior and exterior of the equipment, shall be shot blasted to remove all rust, scale grousse or other adhering foreign matter, surface shall be painted inside and out-side with two (2) coats of high quality approved primers and two (2) coats of finish paint in approved colour.

1.20.2 All metal parts not accessible for painting shall be made of corrosion resisting metal. All finished surface subject to list, shall be coated with a suitable rust preventive compound. Surface shall be putty filled and rubbed down to ensure first quality glossy finish.

1.20.3 Paints shall be carefully selected to withstand tropical heat and extremes of weather specified herein. It shall not scale off or crinkle be removed by abrasion in handling.

1.20.4 The contractor shall also supply adequate quantities of varnish etc. for the use of finishing coat and for touching up any scratches during transport, handling, erection, testing and commissioning.

**1.21. POWER TO VARY OR OMIT WORK:**

1.21.1 No alterations, amendments, omissions, additions, suspensions or variations of the plant or work hereinafter referred to as variations under the contract as shown in the contract drawing or the specification shall be made by the contractor except as directed in writing by the Engineer but the Engineer shall have full power, subject to the provision hereinafter contained from time to time during the execution of the contract by notice in writing to instruct the contractor to make such variation without prejudice to the contract and the contractor shall carry out such variations and shall be bound by the same conditions as far as applicable as though the said variations occurred in the contract.

1.21.2 If any suggested variation would, in the opinion of the contractor if carried out, prevent him from fulfilling any of his obligations or guarantees under the contract, he shall notify the Engineer thereof in writing and the Engineer shall decide forthwith whether or not

the same shall be carried out and if the Engineer confirms his instructions the contractual obligations and guarantee shall be modified to such an extent as may be justified.

- 1.21.3 The difference of cost, if any occasioned by such variation shall be added to or deducted from the contract prices as the case may require. The amount of such difference, if any shall be ascertained and determined in accordance with the rates specified in the schedules of prices so far as the same may be applicable and where the rates are not contained in the said schedules or are not applicable, they shall be settled by the Engineer and contractor jointly, as far as possible for such variation carried out provided that the purchaser shall not become liable for the payment of any charges in respect of any such variations, unless the instructions for the payment of the same shall have been given in writing by the Engineer.
- 1.21.4 In every case, in which the contractor has received 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 for extra work or for extra materials, the contractor shall as soon as reasonable possible after receipt of such instructions inform the Engineer to that effect. But the purchaser shall not be liable for payment of any charge in respect of any such variation unless instructions for making the same shall have been given in writing by the Engineer after receipt of such information from the contractor.
- 1.21.5 In case the Engineer refuses to admit that any variation directed by him involves extra work or extra materials entitling the contractor to claim extra payment the contractor shall nevertheless if so required by the Engineer carry out the same and matter in difference shall be decided by purchaser.
- 1.21.6 In the event of the Engineer requiring any variations such reasonable and proper notice shall be given to the contractor as enables him to make his arrangement accordingly and in case where goods or materials have already been prepared or any designs, drawings or pattern have been made or work done that required to be altered, a reasonable sum in respect thereof shall be allowed by the Engineer provided that no such variation shall, except with the consent in writing of the contractor be such as will involve a net increase or decrease of the total price payable under the contract by more than 10 (Ten) percent thereof.



**1.22 PROGRESS REPORT AND PHOTOGRAPHS:**

1.22.1 The contractor shall furnish six (6) prints each of photographs of progress of the work done in his workshop. Photographs shall be taken when and where indicated by the Engineer or his representatives. Photographs shall be approximately 8 inches by 10 inches in size; including margin on one 10 inches side for binding, adequate number of photographs shall be submitted indicating various stages of manufacture. Each photograph shall contain the date, the name of the contractor and the title of the view taken.

1.22.2 Monthly progress report shall be submitted. The progress report shall be submitted in such a form as may be required by the purchaser. These shall detail the status of design, procurement of raw material, approval of contractor's drawings manufacture of the equipment and statement showing position of payment. Further, the following information should be incorporated: -

(a) The contractor shall attach a proposed bar or PERT CHART indicating from the date of issue of purchase order, time required for the following: -

- (i) Commencement and completion of all engineering and design works including (2) two weeks for consulting engineers & comments.
- (ii) Procurement of all raw materials showing placing of all raw material indents, processing, expected despatch and receipt at his works.
- (iii) Commencement & completion of all sub-contracts indicating expected manufacture and shipment time upto receipt at his works.
- (iv) Manufacturing components and sub-assemblies.
- (v) Assembling, testing, despatch and receipt at site, allowing two (2) weeks for the purchaser's inspection and minimum three (3) week for transportation to site.
- (vi) An overall 'Force Majeure' on unforeseen condition causes delay of not more than 120 days.

**1.23 DELIVERY AND TIME FOR COMPLETION:**

As the delivery is the essence of contract, therefore it should be strictly adhered to by the contractor / supplier. The date for the purpose of reckoning the delivery will be the date on which the material has been delivered to concerned consignee in good condition. Any equipment is considered to have been delivered only when all the components are also delivered in full to the consignee. If certain parts are omitted to be delivered in time so as to make

the unit not fit for being put into use the whole unit of the equipment will be considered as delayed till the time missing parts are also delivered.

#### 1.24 DELAY IN DELIVERY:

- (a) The time for and date of delivery specified shall be deemed to be the essence of the contract and supplies shall have to be completed not later than the date (s) specified. Should the contractor / supplier fail to deliver the material/ equipment or any part there of within the specific delivery period, the purchaser shall be entitled at his option: -
- (I) To effect recovery in case of orders placed by MM Wing for delay in delivery/execution @ 1/4% per week or part thereof for first 4 weeks in case if delay exceeds more than 4 weeks then @ 1/2% per week or part thereof shall be charged for entire delay, subject to a maximum of 5%. In case of orders placed by other wings of the Company, recovery shall be effected for delay in delivery / execution @ 1/2% per week or part thereof subject to a maximum of 10% of delayed/unexecuted supply / works. The amount of recovery will be worked out on the basis of ex-works price on the date on which delivery was due without including taxes, duties and freight etc. In cases where ex- works prices have not been indicated, then the recovery shall be worked out on the basis of prices as shown in the purchase order.
- (II) If the materials are not delivered within 7 days at same station, 14 days for station within state and 20 days for supplier / contractor having their works located outside the state from the date of receipt of despatch instructions, charges shall be recovered @  $\frac{1}{2}$ % per week or part thereof (for actual delay in receipt), maximum upto 3% of ex-works value of the consignment relevant to the dispatch instructions. This will be in addition to clause No. 1.24(a) (I) of G.C.C. The Nigam reserves all right to accept material received after levy of maximum penalty mentioned above or otherwise.
- (III) Delay in delivery and non supply of material and non fulfillment of contractual obligations at several stages which will henceforth be regulated /dealt as under:-

Stage	Action to be taken
(i)When vendor does not accept order awarded on its accepted prices and terms and conditions and does not	Forfeiture of EMD / cancellation of vendor registration to recover amount of EMD along-with severment

comply with contractual formalities, on the date of opening of technical bid.	of business relations for three years from the date of issue of order.
(ii) When vendor complies with contractual formalities but does not commence supplies on the date of opening of technical bid of the subsequent TN and scheduled delivery period of old order expired.	Levy of maximum recovery on account of delay in delivery along with severment of business relation for a period of two years from the date of issue of order or in next two bids whichever is later.
(iii) When successful bidder entered in to contract and supplies commenced but could supply only upto 50% of ordered quantity on the date of opening of technical bid of subsequent TN and scheduled delivery period of old order expired.	The bid of such bidder in next bid will not be opened in that Discom only for that particular item.  and/or The firm can be debarred for one year or next tender whichever is later in that Discom only for that particular item/rating/size etc.
(iv) When successful bidder entered in to contract, supplies commenced and could supply quantity more than 50% of ordered quantity on the date of opening of technical bid of subsequent TN & scheduled delivery period of old order expired.	The bid of such bidder will be considered responsive in subsequent tender for the same rating and will be processed further. If the bidder is becoming eligible for quantity allocation, then the quantity equal to the pending quantity in previous tender for that item shall be deducted in the subsequent tender.

- IV (i) If supplier fails to deliver the quantity within the stipulated delivery schedule, the purchasing authority reserves right either to cancel the order or to extend delivery period to the extent of original delivery period given to that firm. In case the firm does not adhere to periodic delivery schedule the purchasing authority besides recovering full penalty, also reserve the right to cancel their order at any point of time.
- (ii) If it is in the extreme interest of Nigam to further extend delivery period then after giving detailed cogent reasons, the case may be

submitted to the next competent authority or to the CLPC as the case may be.

(iii) When the order is cancelled on default then provision for debarment shall apply as per relevant clauses.

(iv) Order shall deem to have been cancelled after the expiry of stipulated /extended period or two years from the date of purchase order whichever is later.

(b) The contractor / supplier shall be required to deposit the amount of recoveries finalized within a period of 30 days of receipt of intimation failing which the dues shall be recovered from the financial hold of the contractor / supplier available with the Nigam. In case, where the amount of recoveries against a firm/contractor / supplier exceed its financial hold, the Nigam will be at liberty to effect such recoveries out of the financial hold/pending payments of the contractor / supplier available with other successor companies of erstwhile RSEB.

(c) Any financial liability i.e. increases in rate of Goods & Services Tax, cost of raw material, freight charges and Insurance tariff etc. arising consequent upon failure of the contractor / supplier to adhere to the stipulated delivery schedule, shall be to his (Contractor / supplier's) account. However, any decrease in the rate of statutory taxes / duties / levies during above period shall be passed on to the purchaser. The price variation for the delayed period shall be governed as per provision elaborated in clause no. 1.10.2, Section - I "Instructions to Bidders".

#### 1.25 **FORCE MAJEURE CONDITIONS:**

If at any time during the currency of the contract, the performance in whole or in part be prevented or delayed by reason of any war, hostility, acts of public enemy, civil commotion, sabotage, fire, floods, explosion, epidemics, quarantine restrictions, strikes, lockouts or acts of God (here- in after referred to as 'Events') then provided Notice and adequate proof of the production / despatch having suffered on account of these events, is given within 21 days from the date of occurrence thereof, the provision of sub paras (a), (b) and (c) of clause 1.24 shall not be invoked by the purchaser provided further that the deliveries under the contract shall be resumed, as soon as practicable after such event (s) has ceased to exist and the decision of the purchaser as to whether the deliveries have been so resumed or not shall be final and conclusive provided further that in case the strike / lockout prolongs beyond a period of

thirty days, the contractor / supplier shall immediately inform the purchaser in which case the purchaser reserves the right to procure the material/equipment on order or part thereof from any other source at the risk and cost of the contractor / supplier.

**1.26 SUSPENSION OF WORKS:**

The purchaser shall not be liable to pay the contractor any compensation whatsoever arising from suspension or for idle labour.

**1.27 INSPECTION AND TESTING:**

1.27.1 The Engineer and his duly authorised representative shall have at all reasonable times access to the contractors premises of works and shall have the power at all reasonable time to inspect drawing of any Portion of the work or examine the materials and workmanship of the plant is being manufactured on other premises, the contractor shall obtain for the Engineer and for his duly authorised representative permission to inspect it as if the plant was manufactured on the contractor's own premises.

1.27.2 The engineer shall on giving seven days 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 any drawing and 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.

1.27.3 The bidder shall state in his bid the places of manufacture testing and inspection of various equipment offered by him. Unless specifically provided otherwise all test shall be made at the contractor's works before shipment.

1.27.4 (a) The supplier shall intimate at least 15 days in advance through notice(s) about the readiness of material for dispatch commensurate with specific delivery schedule so as to enable the purchaser to depute his representative for inspection, testing and checking of the material/equipment. For this purpose, the date of receipt of the letter in the office of the purchasing authority shall be deemed as the date of call for inspection and not the date mentioned in the letter and the date of dispatch. In case, material/ equipment is not found ready by the representative of the purchaser deputed for inspection to the extent of the quantity indicated in the inspection call with tolerance of (-) 10% or if the inspection is not got carried out by any reasons(s) on account of the supplier, an amount of Rs. 7500/- only for the supplier's work located in Rajasthan and an amount of Rs.15000/- only for the supplier's work located outside

Rajasthan will become payable by the supplier on this account to the Sr. Accounts Officer (EA & Cash). The supplier will deposit the amount with the Sr. Accounts Officer (EA & Cash), immediately under intimation to the purchasing authority, failing which the subsequent call for inspection shall not be entertained.

(b) In case, the firm offers for the inspection and subsequently withdraw the inspection by telephone or by letter/FAX/E-mail or at the time of visiting of Nigam's officer at his work for inspection then re-inspection charges Rs.7500/- from the local supplier and Rs.15,000/- from the outsider supplier would be recovered at every occasion.

(c) In case of re-inspection of the material on account of failure of CTL checking, the re-inspection charges as mentioned above would also be leviable in all such cases. Further in the event of the firm withdrawing its initial offer for inspection as mentioned in clause (b) above, then the price Variation would be admissible to the firm on the basis of firm's initial offer or subsequent offer, whichever is lower.

(d) The material/equipment shall be offered duly packed so as to enable the inspecting officer to seal.

- 1.27.5 In all cases where the contract provides for tests, whether at the premises of works of the contractor or any sub contractor, test at site the contractor except where otherwise specified shall provide free of charge to the purchaser, 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 his authorised representative to accomplish such testing.
- 1.27.6 The purchaser reserves to himself the right of having any inspection or special test of a reasonable nature at contractor's premises or at sites in addition to those prescribed in applicable standards and the enclosed technical specification.
- 1.27.7 When the tests have been satisfactorily completed at the contractor's or sub-contractor's works the Engineer shall issue a certificate to that effect but if the tests were not witnessed by the Engineer or his representative, the certificate would be issued after the receipt of test certificate by the Engineer. No plant shall be shipped before such a certificate has been issued. The satisfactory completion of these tests or the issue of this certificate, shall not bind the purchaser to accept the plant, should

it on further tests after erection, be found not to comply with the contract.

- 1.27.8 The contractor / supplier shall also furnish the latest calibration certificate of the testing instruments / equipment used for the testing of the materials / equipments as covered in the purchase order to the inspecting officer. The testing instruments / machines should be got calibrated by the contractor / supplier from time to time as elaborated in section - III of Technical Specification. The calibration certificate should not in any case be older than one year at the time of presenting the same to the Inspecting Officer. In case however, the contractor / supplier fails to comply with the conditions as aforesaid, a certificate in writing of the inspector / representative of the purchaser that the contractor / supplier has failed to provide the facilities shall be conclusive.
- 1.27.9 Unless the inspection is specifically waived, no material shall be despatched without inspection and clearance for despatch by the purchaser's representative.
- 1.27.10 The purchaser reserves the right to reject all or any part of the material being manufactured or awaiting despatch due to any defect or deviations from the standard specifications prescribed as observed during the Inspection. In case of any dispute / difference in this regard the decision of the Chief Engineer (MM) shall be final and binding.
- 1.27.11 The purchaser also reserves the right to get the material / equipment tested in any recognised Government laboratory & claiming any compensation or rejecting the material/equipment, if not found in accordance with the specification. All charges consequent to such rejection and replacement / rectification shall be borne by the contractor / supplier.
- 1.28 **TEST CERTIFICATE:**
- 1.28.1 Original/attested Photostat copies of the latest type test certificate as elaborated in section - III of Technical Specification, for all the type tests wherever prescribed in the relevant latest addition of ISS (as applicable) shall be furnished along-with the bid.
- 1.28.2 In case of any specific alternative requirement of type tests the same shall be furnished as per Section-III.
- 1.28.3 The bids not accompanied by the type test certificate in terms of para 1.28.1 above, are liable to be ignored.
- 1.28.4 The contractor / supplier shall be required to furnish the routine / manufacturer(s) factory test certificate(s) for the tests carried

out during manufacture in accordance with the relevant standard specifications.

**1.29 ACCEPTANCE OF PLANT FOR DESPATCH:**

When all tests to be performed in the contractor's or subcontractor's premises, under the terms of this contract have been successfully carried out and test report approved, the despatch instructions will be given by the Engineer to the contractor for immediate despatch and will not unreasonably be withheld.

**1.30 PACKING AND MARKING:**

1.30.1 The equipment with its accessories shall be packed in accordance with the manufacturer's standard practice in suitable sizes of packing cases worthy of Rail/Road Transport and will be marked legibly to avoid any possibility of goods being lost or wrongly despatched elsewhere on account of faulty marking, it must be ensured that no damage is caused to the equipment as a result or defective packing.

1.30.2 Any equipment or part thereof, that develops defects not disclosed prior to the final acceptance by the purchaser but are disclosed within one year after the material is placed in service or within specific guarantee period shall be promptly replaced by contractor / supplier free of charge and all expenses for the transportation and other incidental charges for such replacement shall be borne by the contractor / supplier.

1.30.3 The contract shall include and provide for securely protecting and packing the plant so as to avoid loss or damage during transport by Sea, Rail and Road.

1.30.4 All packing shall allow for easy removal and checking at site, whenever necessary, proper arrangements for attaching slings for lifting shall be provided and all packages shall be clearly marked with signs showing up and down side of boxes and handling and unpacking instructions as considered necessary. Special precaution shall be taken to prevent rusting of steel and iron parts during transit by sea, gas seals or other methods proposed to be adopted for protection against moisture during transit shall be subject to the prior approval of the Engineer.

1.30.5 The cases containing easily damageable material shall be very carefully packed and marked with appropriate caution symbols i.e. FRAGILE, HANDLE WITH CARE, USE NO HOOK, etc.

1.30.6 Each bale or package delivered under the contract shall be marked by and at the expense of the contractor and such marking must be



distinct (all previous irrelevant marking being carefully obliterated). Such marking shall show the description and quantity of contents, the name of the consignee and address, the gross weight of the package, the name of the contractor with a distinctive number of marks sufficient for purposes of identification. All marking shall be carried out with such materials as to ensure quickness of drying, fastness and indelibility.

- 1.30.7 Each bale or package shall contain a packing note quoting specifically the name of the contractor, the number and date of contract or order and the name of the office placing the contract, nomenclature of the stores and include a schedule of parts for each complete equipment giving the parts Nos. with reference to the assembly drawing & the quantity of each part, drawing numbers and tag numbers. The gross and net weight of each package shall be clearly marked on it.
- 1.30.8 The shipment dimensions of each package shall not exceed the maximum dimensions for a package which can be accepted for transport over the broad gauge system of Indian Railways.
- 1.30.9 After delivery of the material at site, all packing shall become the property of the purchaser.
- 1.30.10 Notwithstanding anything stated in this clause the contractor shall be entirely responsible for any loss, damage or depreciation to the stores due to improper and insecure packing.

1.31 **DESPATCHES:**

**(A) DESPATCH OF INDIGENOUS PLANT**

- 1.31.1 Equipment / material shall be despatched at the consignee stores anywhere in Rajasthan as per despatch instructions (if any shall be issued by the Engineer) as per clause 1.29.
- 1.31.2 Notification of delivery or despatch in regard to each and every consignment shall be made to the purchaser immediately after despatch or delivery. The contractor / supplier shall further submit to the consignee a priced invoice and packing account of all stores, delivered or despatched by him. All packages, containers, bundles and loose materials forming part of each and every consignment shall be described fully in the packing account and full details of the contents of package and quantity of material shall be given.
- 1.31.3 A list in duplicate containing details of equipment verification at site shall also be placed inside each package and shall correspond with the advice note.

**(B) SHIPMENT OF IMPORTED PLANT:**

- 1.31.4 The contractor shall advise the purchaser, the C.I.F. value of each consignment as soon as the goods are ready for shipment. The contractor shall ship the equipment on behalf of the purchaser as far as possible on board a vessel belonging to an Indian shipping line. In the event of such a course being likely to lead to serious delay, shipment may be effected by the first available vessel belonging to any other shipping line provided the freight rates charged are not higher than the conference rates applicable to the shipping route at the time of shipment and all rebates and refunds available for Government consignments are duly taken into account. In either case the contractor shall be responsible for the correct appraisal of freight rates (structural or machinery as the case may) weight and volumes. In no case will the purchaser be liable to pay any warehouse wharf age charges.
- 1.31.5 In the event of the shipment being effected through any of the Indian shipping companies, the freight charges shall be paid by the purchaser direct to the company in India but in case the shipment is effected through any other shipping line, the freight charges shall have to be prepaid by the contractor on behalf of the purchaser. This amount shall be reimbursed to the contractor against invoice duly supported by original voucher from the shipping companies in quadruplicate.
- 1.31.6 Shipping document shall be made available at least two (2) weeks in advance of the arrival of the vessel at the port entry. They shall not be forwarded through a bank necessitating payment before the documents are surrendered by purchaser. Documents forwarded in this manner will not be collected by the purchaser. Any claim, demurrage etc. arising from delay in collecting shipment documents from the bank shall be payable by the contractor.
- 1.31.7 After shipment is effected, the following documents shall be forwarded direct to the purchaser by the first and second registered airmail:-
- (a) Bill of loading in original and to non-negotiable copies.
  - (b) F.O.B. invoices in six triplicate for customs purchaser.
  - (c) Packing list in six duplicate.
  - (d) Certificate of original in triplicate.
  - (e) Acceptance Certificate by the purchaser in triplicate.
- 1.31.8 When the equipment is imported, the manufacture is to intimate at least two (2) months in advance the size of over dimensioned packages to enable Nigam for arranging special wagons and obtaining

railway permission including arrangement of special handling equipment.

**1.32 INSURANCE:**

- 1.32.1 On receipt of an order the contractor / supplier shall be required to get material / equipment fully insured from General Insurance Corporation of India and its subsidiaries or any other recognized and approved insurance company against loss, damage and / or pilferage in transit, from the place of despatch to the destination and for a further period of thirty (30) days towards storage after receipt of material/equipment at destination.
- 1.32.2 The contractor / supplier shall be responsible for safe arrival at destination and receipt of the material/equipment by the consignee (s).
- 1.32.3 In case of any loss / damage / pilferage, etc. the contractor / supplier shall replace free of cost such missing /damaged or lost material on receipt of the report thereof from the consignee(s). Such reports shall be made to the contractor / supplier by the consignee(s) within a period of thirty (30) days from the date of receipt of each consignment by him / them.
- 1.32.4 The replacement of shortages / damages / losses shall be despatched or defects rectified at the consignee (s) stores within a period of thirty (30) days or mutually agreed period from the date of such report failing which the purchaser reserves the right to forfeit security deposit and or operate the Performance bank guarantee if any, and or take any other appropriate action as may be expedient.
- 1.32.5 The defective / damaged material/equipment shall be returned to the contractor / supplier at his cost but such defective material will be returned to the supplier / contractor only after he has arranged the correct material to the satisfaction of the consignee(s) / purchaser.
- 1.32.6 In case the damaged / defective material / equipment or part thereof warrants return to the contractor / supplier's work for necessary rectification, the contractor / supplier may be required to furnish a bank guarantee from any scheduled bank, equivalent to the value of such material plus taxes as claimed by the contractor / supplier and the amount already paid for. The period for return of rectified material/equipment as well as validity of the bank guarantee, shall be as mutually agreed upon and any time taken beyond the aforesaid period shall be treated as delay in delivery in terms of clause No.1.24 of this specification.

**1.33 DELIVERY, CUSTOMS, DUTIES ETC.**

1.33.1 The period of delivery will be a factor in deciding the award of the contract and timely delivery to meet the schedules is of vital Importance.

1.33.2 The contract prices shall include the cost of delivering the whole of the equipment. F.O.R. Consignee/railway station/siding, inclusive of packing anywhere in Rajasthan.

1.33.3 The contract prices shall include all incidental and statutory charges, loading and unloading, freight, customs, duty clearance, entry tax, terminal taxes, corporation and municipal taxes, if any leviable at destination.

**1.33.4 GOODS & SERVICE TAX:**

The bidder is required to furnish bidder registration No. detail under Goods & Service Tax and Invoices for payment are required to be prepared in compliant to applicable provisions of Goods & Service Tax Act./Rules.

**1.34 TESTS AT SITE:**

1.34.1 In all cases where the contract provides for tests at the site, the contractor except where otherwise specified, shall provide free of charge, such labour materials, electricity, fuel, water stores, apparatus and instruments as may be required from time to time' as may reasonably be demanded to carryout efficiently such tests of the material or workmanship in accordance with the contract:

1.34.2 In case of contractor / supplier requiring electricity for test at site, such electricity shall be supplied to the contractor / supplier in the convenient form available, on payment, except specifically exempted.

1.34.3 Purchaser reserves the right to carry out any site tests he may decide upon at his own expenses. In case equipment / material are not found as per purchase order all expenses incurred during the testing will be to contractor / supplier's account and material shall be replaced by contractor / supplier at site free of cost.

**1.35 TESTS ON COMPLETION:**

Where possible all tests shall be carried out before shipment should, however, if become necessary for the final tests as to Performance and guarantees to be held over until the plant is erected at site, they shall be carried out in the presence of the contractor / supplier's representative within such time as may be considered reasonable by the purchaser if equipment fails to meet guarantees, the contractor / supplier shall make necessary changes and corrections and assure full responsibility and take necessary steps

to ensure compliance by the equipment of the prescribed guarantees within two (2) months from the date of notification or within such reasonable time as may be decided by the purchaser. If however the defect is of the contractor / supplier, he shall replay to the purchaser all reasonable expenses which he may put by such retests over and above the rejection of defective plant as stated hereunder.

### 1.36 REJECTION OF DEFECTIVE PLANT:

1.36.1 If the complete plant or any portion thereof before it is taken over, is found defective or fails to fulfill the requirements of the contract, the Engineer shall give the contractor / supplier the particulars of such defects or failure and the contractor / supplier shall forthwith make the defective plant good or after the same make it comply with the requirements of the contract. Should he fail to do so within a reasonable time, purchaser may reject and replace at the cost of the contractor / supplier the whole or any portion of the plant, as the case may be, which is defective or fail to fulfill the requirements of the contract. Such replacement shall be carried out by the purchaser within a reasonable time and at a reasonable price and where reasonably possible to the same specification and under competitive conditions. In case of such replacement by the purchaser, the contractor / supplier shall be liable to pay to the purchaser the 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 purchaser under the provisions above mentioned, for such replacement and the contract price for the plant so replaced and also to repay the sum paid by the purchaser to the contractor / supplier in respect of such defective plant. The purchaser shall have the right to operate any and all equipment as soon as and as long as it is in operating conditions, whether or not such equipment has been accepted and complete and satisfactory, except that this shall not be constructed to permit operation of any equipment which may become damaged by such operation before any required alterations or repairs have been made. All repair and alterations required of the contract shall be made by the contractor / supplier at such times as directed and in such manner as will cause the minimum interruption in the use of the equipment by the purchaser. If the contractor / supplier does not so replace the rejected plant within a reasonable time the contractor / supplier's full and extreme liability under this clause will be satisfied by the repayment of all money paid by the purchaser to him in respect of such plant.

1.36.2 In the event of such rejection, the purchaser shall be entitled to the use of the plant in a reasonable and proper manner for a time

reasonably sufficient to enable him to obtain other replacement plant. During the period, the rejected plant is used commercially, the contractor / supplier shall not be entitled to a sum as payment of such use.

1.36.3 Nothing in this clause shall be deemed to deprive the purchaser for or affect any rights under the contract which he may otherwise have in respect of such defects or deficiencies in any way relieve the contractor / supplier from his obligation under the contract.

1.37 **LATENT DEFECTS:**

1.37.1 Any equipment or part thereof that develop defects not disclosed prior to the final acceptance by the purchaser or they are in service upto 12 month or 18 months from the date of receipt of last consignment at site whichever is earlier or for the period specified in the Section - III "Technical Specifications" shall be promptly replaced by the contractor / supplier free of Cost and all expenses, transportation and other incidental charge for such replacement shall be borne by the contractor / supplier.

1.38 **TAKING OVER:**

1.38.1 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 (1) month of its being ready to be put into operation whichever earlier and the Engineer shall forthwith issue a taking over certificate.

1.38.2 In the event of final, any outstanding tests being held over until the plant is erected, such taking over certificate shall be issued subject to the results of such final or outstanding tests to be carried out in accordance with clause 1.35.

1.38.3 When the specification calls for tests on site, the plant shall be taken over and the taking over certificate is issued immediately after such tests have been satisfactorily carried out.

1.38.4 If for any reason other than the default of the contractor / supplier such last mentioned tests on site are not carried out within one (1) month of notice by the contractor / supplier to the purchaser, of the plant being ready for test, the plant shall be deemed to have been taken over as on the last day of such period and payments due to the contractor / supplier on taking over shall be made but nevertheless, the contractor / supplier shall if called upon to do so by the purchaser at the purchaser's expenses make the said

tests during the maintenance period and accept as aforesaid under the same obligation as specified in clause 1.35.

1.38.5 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 safe and efficient use thereof provided that the contractor / supplier shall undertake to make good the same in due course.

1.38.6 Such certificate, however, shall be deemed to be on account and shall in no way relieve the contractor / supplier from his liabilities and responsibilities in respect of such plant including the satisfactory Performance of the test on completions.

### 1.39 **LIABILITY FOR ACCIDENTS AND DAMAGES:**

1.39.1 The contractor / supplier shall be responsible for loss, damage or depreciation of the plant until the same is taken over under clause 1.38 or is deemed under that clause to have been taken over provided always that the contractor / supplier 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 1.38.

1.39.2 Until the plant is taken over or is deemed to have been taken over as aforesaid, the contractor / supplier 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 / supplier or his workman or sub-contractor / supplier or from defective design or work but not from any other cause.

1.39.3 The contractor / supplier will indemnify and save the purchasers harmless against all actions, suits, claims, demands, costs or expenses arising in connection with injuries (other than such as may be attributable to the purchaser or his employees) suffered prior to the date when the plant shall have been taken over under clause 1.38 hereof by person employed by the contractor / supplier or his sub-contractor / supplier on the work, whether at common law or under the Workmen's Compensation Act, 1923, or any other statute in force at the date of contract relating to the question of the liability of employees for injuries suffered by employees and will if called upon to do so take out the necessary policy or policies of insurance to cover such indemnity.

### 1.40 **MAINTENANCE AND GUARANTEE:**

- 1.40.1 Whether or not the equipment has been installed under his supervision, the contractor / supplier shall give the following guarantees in respect of the equipment to be furnished by him:-
- (i) All equipment shall be free from any defect due to faulty design, materials and/or workmanship;
  - (ii) The equipment shall operate satisfactorily and reliably and the Performance and efficiencies of the equipments shall not be less than the respective guarantee values.
- 1.40.2 The contractor/supplier shall guarantee among other things the followings:-
- (i) Quality and strength of the material(s) used together with workmanship and finish corresponding to the most modern practice(s).
  - (ii) Safe electrical and mechanical stresses on all parts or the equipment under all specified conditions.
  - (iii) Performance figures in respect of guaranteed technical particulars as finally agreed upon.
  - (iv) Satisfactory Performance of material/equipment during the guarantee period.

If the factory test(s) carried out at site tests arranged by the purchaser in exercising his option under clause No.1 .27.12 on the material/equipment/plant or part thereof during guarantee period as elaborated at clause 1.37.1 mentioned above, show that the material/plant/equipment does not meet these guarantees as aforesaid. It shall be optional for the purchaser to reject the material / plant(s) / equipment or part thereof and direct the contractor / supplier to at once rectify/replace the material/plant/equipment so rejected so as to make it meet the guarantee of equipment, to the satisfaction of the purchaser. All expenses in this connection shall be borne by the contractor / supplier.

The replacement/rectification shall be carried out in accordance with clause No. 1.32 (4 to 6).

**1.41 MODE OF GUARANTEE:**

- 1.41.1 In order to ensure compliance of the provisions contained in clause No. 1.40 the contractor / supplier shall be required to furnish the following :-
- 1.41.2 (a) A manufacturer warrantee on Rs.100/- or at the rate prescribed under Rajasthan Stamp Paper Act on Rajasthan State Non-Judicial Stamp Paper in the Proforma prescribed.



Such warrantee shall be attested either by a First Class Magistrate or by Notary Public.

- (b) A Bank Guarantee in prescribed Proforma at appendix-VIII of Purchase Manual from any scheduled bank in India for an amount equivalent to 5% of the contract value for established supplier / contractor and equivalent to 10% for new suppliers / contractors on the Rajasthan State Non-Judicial Stamp Paper for Rs. 100.00 or at the rate prescribed by the GoR Stamp Act time to time duly authenticated by a 1st Class Magistrate or Notary Public or directly confirmed by the issuing banker shall be furnished. Such guarantee shall be valid for a period, specified in clause No.1.40.2.
  - (c) The successful bidder is required to furnish 5% or 10% Performance Bank Guarantee (PBG) from the Nationalized / Scheduled Bank and if he does not furnish the same at the time of completion of entire contractual formalities and commences the supplies, then Sr. Accounts Officer (CPC) will make only 95% payment in respect of old and established supplier and 90% payment in case of new supplier. However, on furnishing Performance Bank Guarantee (PBG) and acceptance letter thereof from the purchaser, the Sr. Accounts Officer (CPC) will refund the amount deducted towards PBG within a period of 15 days without waiting for any written request from supplier/contractor.
- 1.41.3 The contractor / supplier shall have to extend the validity period of the bank guarantee if required on intimation from the purchaser along-with three months' grace period. Such bank guarantee should remain valid upto the last day of the calendar month and be furnished in whole rupees.
- 1.41.4 If for rectification or replacement of any part of equipment for work due to defective materials, manufactured or design the service of the contractor / supplier's personnel are requisitioned within the guarantee period, these services shall be made available free of any cost to purchaser.
- 1.41.5 If it becomes necessary for the contractor / supplier to replace or renew any defective parts of the plant under this clause, the provision of this clause shall apply to the parts of the plant so replaced or renewed for six (6) months from the date of such replacement or renewal or until the end of the guarantee period of the equipment as specified in clause no. 1.40.2 whichever may be later. If any defect is not remedied within a reasonable time, the purchaser may proceed to do the work at the contractor / supplier's

risk and expenses but without prejudice to any other right which the purchaser may have against the contractor / supplier in respect of such defects.

- 1.41.6 If the replacement or renewal are of such character as may affect the efficiency of the plant, the purchaser shall have the right to give to the contractor / supplier within one (1) month of such replacement or renewal, notice in writing that "tests on completion" be made in which case such tests shall be carried out as provided in clause 1.34 and 1.35 hereof the cost of the tests payable by either parties shall be mutually decided and the decision of the Dy./Add./ Chief Engineer (MM) shall be final and binding.
- 1.41.7 All replacement or renewals to be carried out by the contractor / supplier during the maintenance period shall be subjected to such clause of these general conditions as may be considered reasonable by the Engineer.
- 1.41.8 Until the final certificate has been issued, the contractor / supplier shall have the right to entry at his own risk and expense by him-self or his duly authorized representative, whose name shall have previously been communicated in writing to the Engineer, at all reasonable working hours upon necessary parts of the works for the purpose of inspecting the working and the records of the plant and taking notice there from any, if he desires at his own expense making any tests, subject to the approval of the Engineer, that will not be unreasonably withheld.
- 1.41.9. The issue of Engineer's certificate referred to in clause 1.27.7 shall in no way exempt the contractor / supplier from the provisions of this clause.
- 1.41.10 At the end of the maintenance and guarantee period, the contractor / supplier's liability ceases. In respect of goods not covered by the first sentence of this clause, the purchaser shall be entitled to the benefit of any guarantee given to the contractor / supplier by the original contractor / supplier of manufacturer of such goods.
- 1.41.11 The contractor / supplier shall indemnify the purchaser against any infringement of patent rights.

Note :Bank guarantee from the firms located outside Rajasthan may be accepted on non-judicial stamp paper of Rajasthan or stamp paper of their state of appropriate value provided a declaration be given by such firm that the bank guarantee is duly stamped as per Stamp Law applicable in that concerned state.

**1.42 PRICES AND TERMS OF PAYMENT:**

1.42.1 The prices shall be quoted for supply and delivery of the stores/ plant FOR destination. The prices shall be quoted in Indian Currency "Rupees only" on variable / firm basis as per requirement of bid specifications.

1.42.2 In case of the variable price, the price variation will be allowed as per price-variation formula given in the technical specification / section - III of specification and as per the procedure laid down at clause no. 1.10 of instruction to the bidder.

**PRICE VARIATION**

a. Price Variation (PV) payment in a contract, wherever applicable, is released to the supplier / contractor on submission of bill along-with the documentary evidence in support of movement of relevant indices. The supplier / contractor is also required to submit the PV claims along-with authenticated indices and relevant documents so that payable / recoverable amount, on this account, if any, is regularly paid / adjusted from other payments due to the supplier / contractor.

b. In case of downward movement of indices, a situation is often encountered that supplier / contractor does not come forward with PV bills / calculations, apprehending considerable recovery on this account. In order to have a check on such occurrences, concerned purchase officer shall keep a close watch on the movement of indices governing contract price adjustments and make constant follow up with the supplier / contractor for submission of bills / calculation (irrespective of whether PV is positive or negative). In case the supplier / contractor fails to submit details despite reminders issued at an interval of 15 days after the initial demand, then in the case of negative PV, tentative amount shall be provisionally worked out. On the basis of applicable indices and the payment to that extent shall be retained / deducted from the payments due to the supplier / contractor.

c. The supplier or contractor will furnish the PV claims along with the bill but if he fails to furnish the same then he will provide an undertaking on non judicial stamp paper of Rs. 100/- that there is no negative PV in respect of supply he has made for which he has claimed the payment of bill under reference. The Sr. AO (CPC) may release, payment on receipt of under taking after deducting due and admissible deductions.

- 1.42.3 The price shall be quoted for plants of Indian manufacturer only, however if due to unavoidable reasons, some imported components are required, the contractor/supplier shall indicate the foreign currency required, for import of the components with CIF value, rate of customs duty and exchange.
- 1.42.4 The contractor/supplier shall be entitled to receive payment for imported materials at the exchange rate prescribed by Government of India at the time of bid.
- 1.42.5 Bill shall be presented by contractor/supplier for each item of work separately as per schedule of prices. Subject to any deduction which the purchaser may be authorised to make in accordance with the terms of the contract, the contractor / supplier shall on presentation of bills and the certificate of the Engineer, be entitled to payment generally as follows :-
- (i) Where there is no mandatory requirement of testing of material at Central Testing Laboratory (CTL) and type tests after receipt of material in Nigam's stores, 95% payment of the cost of each consignment in case of established contractor / suppliers and 90 % payment in case of new supplier plus 100% taxes & duties, if payable extra shall be made against receipted challans where contractor / supplier does not furnish PBG. However, where there is a mandatory requirement of CTL testing and type tests after receipt of material in Nigam's stores payment shall be made as per provisions elaborated in technical specifications.

Note : A contractor / supplier who has successfully executed three orders of any item in last ten years either in erstwhile RSEB or three Discoms shall be treated as an old and established contractor / supplier provided that at least one of the three orders executed shall be of the items(s) for which the bid has been called for and the value of one of the executed order is not less than the value of the order in which the bid has been applied for.

After executing four orders in above conditions, the contractor / supplier shall be treated as old and established contractor / supplier for future bids irrespective of values of orders to be awarded in future bids.

- (ii) 5% or 10% payment, as the case may be, after ascertaining satisfactory Performance of the material/equipment for the period as per clause no. 1.40.2 subject to completion of the contractual formalities incorporated in the purchase order and after effecting recovery of all dues from the firm / contractor / supplier under the contract.

- (iii) In case of successful bidder for furnishing of Performance Bank Guarantee from a nationalized / scheduled bank has been accepted by the competent authority / committee, incorporation of furnishing Performance Bank Guarantee to the extent of 5% or 10% of the total contract value in the Proforma appended at Appendix - VIII of Purchase Manual shall be made and in that case the balance 5% or 10% payment can be considered for release earlier on completion of other contractual obligations / formalities incorporated in the purchase order.
- 1.42.6 The Bank commission charges, if any, shall be borne by the contractor / supplier.
- 1.42.7 In the event, if the request of the successful bidder for releasing 100% value of the equipment with full amount of taxes/duties etc. against presentation of receipted challans accepted by the competent Purchase Authority/Committee, subject to furnishing of Performance bank guarantee and security deposit bank guarantee or composite bank guarantee in prescribed Proforma for a value agreed between the purchaser and the contractor / supplier, the terms of payment clause in the purchase order shall be incorporated accordingly.
- 1.42.8 Suitable provisions in the purchase order shall be incorporated for the following:-
- (a) In the event of consignment/material for which advance payment has been made is found defective/ damaged/not according to prescribed specification if any, the balance payment will be withheld until the defective material has been replaced or advance payment in respect thereof recovered in full.
  - (b) In case any damage, shortage etc. are noticed on receipt of material by the consignee, claims shall be lodged by the consignee with the contractor / supplier under intimation to the purchaser and the payment due or the bank guarantees shall not be released till the claims are satisfactorily settled by the contractor / supplier.
  - (c) As the Bank Guarantee is to remain valid for the entire currency of the contract including the currency of the contract guarantee period, the contractor / supplier should get validity of the Bank Guarantee suitably extended for the amount so as to safeguard the Nigam's interest to cover any extension in the delivery period or guarantee / warranty period or where any claim of the Nigam against him is still pending. It

shall be responsibility of the concerned purchasing officer to ensure that the Bank Guarantee is got extended in time, where any officer has been made responsible for the work of Bank Guarantees, it would be the responsibility of the concerned officer to ensure that the Bank Guarantee is got extended in time wherever warranted by circumstances.

- (d) In case of defects/damages etc. are noticed at any time including the guarantee period, claims shall be lodged with the contractor / supplier to make good the defects/ damages or replace the material within the reasonable period preferably not exceeding 30 days from the date of notification of defect to the contractor / supplier. Upon the contractor / supplier failing to do so, the damages/defects may be got rectified by the Nigam and the cost adjusted from the contractor / supplier's pending dues and/or security deposit against this or any other contract in force and the balance if any be got made good by the contractor / supplier. Alternatively, the Nigam may dispose of the damaged/ defective material and set off the sale proceeds against its claim against the contractor / supplier.

#### 1.42.9 **MODE OF PAYMENT:**

- 1.42.9.1 In case of orders placed by the MM wing, the payment shall be made on completion of contractual formalities and against receipted challans duly verified by the concerned consignee(s) and other documents furnished directly to the Sr. Accounts Officer (CPC).
- 1.42.9.2. The invoices shall be correctly prepared in four (4) copies in the name of consignee(s), and shall be submitted to consignee who will verify all the copies of invoices / challans in token of acceptance of material in good condition and as per the specification given in the purchase order. The consignee will retain one copy and endorse one copy each to supplier and MM wing. Remaining one copy of invoice along-with original challan / bill) will be forwarded to the Sr. Accounts Officer (CPC) ..... For arranging the payment of supplier / contractor.
- 1.42.9.3 the payment of material supplied shall be made by the Sr. Accounts Officer (CPC) ..... on submission of bill as per procedure in clause no. 1.42.9.2 along-with all required documents.

For claiming 100% payment, completion of following formalities is essential :

- (i) Execution of contract
- (ii) Inspection clearance
- (iii) Dispatch instructions
- (iv) Acceptance of SBG or proof of vendor registration in relevant class
- (v) Acceptance of PBG / CBG as the case may be.
- (vi) Furnishing of manufactures' guarantee as per clause no. 1.41
- (vii) Proof of insurance as per clause no. 1.32
- (viii) Indemnity bond regarding negative Price Variation on non-judicial stamp paper of Govt. of Rajasthan of Rs.100/- or at the rate prescribed under Rajasthan Stamp Paper Act
- (ix) Cleared CTL Report & Type test report wherever applicable.

1.42.9.4 Following documents shall be submitted along-with the invoice(s) / Performa invoice(s).

- (a) Details regarding registration under Goods & Service Tax as per Clause 1.33.4.
- (b) A certificate regarding inspection in the following Proforma:-  
Certified that the material / equipment covered by the Proforma invoice have been inspected and cleared for despatch by the authorised representative of the purchaser (Inspector's clearance report be enclosed). The inspections for such items have been specifically waived by the purchaser Vide letter No ..... dated .....
- (c) A certificate/undertaking to the effect that proof of Goods & Service Tax at actual has been claimed and other relevant , documents for reimbursement of charges paid by the contractor / supplier on behalf of the purchaser have been enclosed with the original invoice.
- (d) A telegraphic / fax intimation about the despatch of material/ equipment shall be given to the consignee(s) and the concerned Accounts Officer.
- (e) Copy of successful test report of samples tested at CTL, Ajmer & Type Test Report of the consigned lots wherever applicable.

#### 1.43 DUE DATE OF PAYMENT:

Payment shall be due and payable by the purchaser in accordance with the provision of the contract within a reasonable period from the date of receipt of each invoice by the contractor / supplier duly supported by a certificate of the Engineer. The purchaser will take all possible effort to make payment to the contractor / supplier

generally on 30<sup>th</sup> day after receipt of duly verified challans / receipts / bill in the office of paying authority (Sr. Accounts Officer (CPC) / Concerned Circle Accounts Officer) and completion of contractual formalities. But in case of delay in payment the purchaser shall not be liable to pay any interest on the outstanding amount to the contractor / supplier.

**1.44 DEDUCTION FROM CONTRACT PRICE:**

All costs, damages or expenses which the purchaser may have paid under the contract, for which the contractor / supplier is liable, may be deducted by the purchaser from any some of money due or becoming due by him to the contractor / supplier under this or any other contract or may be recovered by suit or otherwise from the contractor / supplier. Any sum of money due and payable to the contractor / supplier (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 / supplier with the purchaser.

**1.45 CERTIFICATES OF ENGINEER AND CERTIFICATE NOT TO AFFECT THE RIGHTS OF THE PURCHASER OR THE CONTRACTOR / SUPPLIER:**

1.45.1 Every application to the Engineer for a certificate must be accompanied by a detailed invoice (in quadruplicate) setting forth in the order of schedule of prices, particulars of the work executed and of the plant supplied and/or plant ready for despatch to the date of claim and the certificates as to such plant and work as in the reasonable opinion of the Engineer in accordance with the contract shall ordinarily be issued within 13 days if possible or (for other than the first payment) within such time of the application for the same as is reasonably necessary for communication with the site.

1.45.2 The Engineer may make any correction or modification in any previous certificate which may have been issued by him and payment will be regulated and adjusted accordingly.

- (i) No certificate of the Engineer on account of any sum paid on account by the purchaser nor any extension of time granted under clause 1.22 shall effect or prejudice the rights of the purchaser against the contractor / supplier either under this contract or under the law or relieve the contractor / supplier of his obligation for the due Performance of the contract or be interpreted as approval of the work done or of the material supplied.



- (ii) No certificate of the Engineer shall create liability for the purchaser to pay for any alteration, amendments, variation or additional work not ordered in writing by the Engineer or absolve the contractor / supplier of his liability for the payment of damaged whether due, ascertained or certified or any sum against the payment of which he is bound to indemnify the purchaser neither shall any such certificate nor the acceptance by him of any sum paid on account or otherwise effect or prejudice the rights of the contractor / supplier against the purchaser under the contract under the law.

**1.46 SUB LETTING OF CONTRACT:**

The contractor / supplier shall not, without the consent in writing of purchaser, which shall not be unreasonably withheld, assign or sublet this contract or any substantial part thereof or entrust therein or benefit or advantage whatsoever other than for raw materials for minor detail 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 / supplier from any obligation duty or responsibility under the contract.

**1.47 CORRESPONDANCE:**

1.47.1 The purchaser / engineer / consulting engineer shall ordinarily correspond with the bidder/contractor / supplier at the address furnished by the bidder /contractor / supplier. The bidder/contractor / supplier shall ordinarily address all correspondence intended for the purchase to the purchaser or representative who has invited bid at the address given in the bid notice.

1.47.2 All correspondence shall be furnished in duplicate and copies of all the correspondence shall also be endorsed in duplicate to the consulting engineer.

1.47.3 All correspondence pertaining to the purchase order in respect of any clarification required on the terms and conditions, despatch instructions, contract drawing, test certificates, etc should be addressed to the purchaser.

**1.48 CO-OPERATION WITH OTHER MANUFACTURERS AND CONSULTING ENGINEER:**

1.48.1. The contractor / supplier shall fully co-operate with the purchaser's other contractor / suppliers for associated plant and freely exchange all technical information with them to obtain the efficient and economical design to avoid unnecessary duplication of work or

equivalent. No remuneration shall be payable by the purchaser for such technical co-operation.

1.48.2 The contractor / supplier shall also fully co-operate and carry out all reasonable direction of the purchaser's consulting engineer in technical matters but Nigam's engineer's decision shall be final. No remuneration shall be payable by the purchaser for such technical co-operation.

1.48.3 The contractor / supplier shall forward to the Engineer two (2) copies of all correspondence and drawings so exchanged with other contractor / suppliers and the consulting Engineer for coordinating properly. The Engineer and the consulting Engineer shall be provided with two (2) copies each of all correspondence with other contractor / suppliers. ,

1.48.4 If any part of the contractor / supplier's work depends for proper execution or results upon the work of any other contractor / supplier, the contractor / supplier shall inspect and promptly report in writing to the Engineer any defects in such work that render it unsuitable for such proper execution and result. His failure to do so shall constitute an acceptance of other contractor / supplier's work as fit and proper for the execution of his work, except as to defects which may develop in the other contractor / supplier's work after the proper execution of his work.

1.49 **ENGINEER'S DECISION:**

1.49.1 In respect of all matters which are left to the decision of the Engineer or consulting Engineer as the case may be including the granting or withholding of certificates, the Engineer shall give in writing a decision thereon.

1.49.2 If the contractor / supplier neglects to execute the work with due diligence and expedition or refuses or neglects to comply with any reasonable orders given to him in writing by the Engineer in connection with the work or contravene the provisions of contract the purchaser may give notice in writing to the contractor / supplier calling upon him to make good the failure or neglect contravention complained of.

1.49.3 Should the contractor / supplier fail to comply with such notice within a period considered reasonable by the purchaser from the date of service thereof, in the case of being made good within the time otherwise within such time as may in the opinion of the purchaser be reasonably necessary for making it good, then and in such case the purchaser shall have the option and be at liberty to

complete the work envisaged in the contract either by himself or his agents or may re-contract at reasonable price with any other person or persons to execute the same or any part thereof and provide any other materials, tools tackle or labour for the purpose of completing the works or any part thereof.

In such event the purchaser shall without being unreasonable to the contractor / supplier, for fair wear and tear of the same be entitled to exercise and take possession and have free use of all materials, tackle, or other things which may be on site for use at any time in connection with the work to the exclusion or any right of the contractor / supplier over the same and the purchaser shall be entitled to retain and apply and balance sum which may otherwise be then due on the contract by him to the contractor / supplier such part thereof as may be necessary to the payment of the cost of execution of such work aforesaid.

1.49.4 If the cost of executing the work as aforesaid exceeds the balance due to the contractor / supplier and contractor / supplier fails to make good the defects, the said materials, tools, tackles, construction plant or other things, the property of the contractor / supplier as may not have been used up in the completion of works may be sold by the purchaser and proceeds applied towards the payment of such difference and the cost incidental to such sale. Any outstanding balance existing after crediting the proceeds of such sale shall be indicated as balance against the contractor / supplier on the certificate of the engineer but when all expenses costs and charges incurred in the completion of the work are paid by the contractor / supplier, all such materials, tools, tackles, constructions plant or other things not used up in the completion of the works and remaining unsold shall be removed by the contractor / suppliers. If the proceeds of the above sale of the contractor / supplier's materials, tools, tackles, construction plant etc. are insufficient to cover the cost of executing the aforesaid work, the balance remaining after crediting the proceeds of such sale shall be recoverable from the contractor / supplier by the action of law or operating bank guarantees furnished or security deposits available with the purchaser.

#### 1.50 **DEATH, BANKRUPTCY ETC. :**

1.50.1 If the contractor / supplier dies or dissolve or commit any act or bankruptcy or being a corporation commences to be wound up except for reconstruction purpose or carry on his business under a receiver, the executors successors or other representatives in law of the state of the contractor / supplier or any such receiver, liquidator or

any person to whom the contract may become vested shall forthwith give notice thereof in writing to the purchaser and shall for one (1) month during which he shall take all reasonable steps to prevent stoppage of the work have the option of carrying out the contract subject to his or their providing such guarantee as may be required by the purchaser but not exceeding the value of the work for the time being remaining relieve unexecuted provided however that nothing above said shall be deemed to relieve the contractor / supplier or his successors of his or their obligations under the contract under any circumstances. In the event of stoppage of the work, the period of the option under this clause shall be fourteen (14) days only. Provided that, should the above option be not exercised, the contract may be terminated by the purchaser by notice in writing to the contractor / supplier and the same power and provisions reserved to the purchaser in clause 1.4 in the event of taking the work out of the contractor / supplier's hands shall immediately become operative.

1.50.2. At any stage after bidding, the purchaser shall deal with the supplier / contractor only in the name and at the address under which he has submitted the bid. All the liabilities / responsibilities for due execution of the contract shall be of the contractor / supplier and in no circumstances; he shall be relieved of any obligation under the contract. The purchaser may, however at his discretion deal with Agents / Representatives / Manufacturers / Associates / Principals / Sister Concerns and such dealing shall not absolve the contractor / supplier(s) from his responsibilities / obligations / liabilities to the purchaser under the contract. Any change/alteration of name/constitution/ organization of the contractor / supplier shall be duly notified to the purchaser and the purchaser reserves the right to determine the contract in case of any such notification.

1.51 **BRIBES / COMMISSION ETC.**

Any bribes, commission, gift or advantage given promised or offered by or on behalf of the contractor / supplier or his partners agent or servant or anyone on his or on their behalf to any officer, servant, representative or agents of the purchaser or any person on his or their behalf, in relation to the obtaining or to the execution of this or any other contract with the purchaser shall in addition to any criminal liability which he may incur subject the contractor / supplier to the cancellation of this and all other contracts and also to payment of any loss or damages resulting from any such cancellation by the purchaser. The purchaser shall then be entitled to deduct the amounts so payable from any money otherwise due to

the contractor / supplier under this or any other contract, any question or dispute as to the commitment of any offence under the present clause shall be settled by the purchaser in such a manner and on such evidence of information as he shall think fit and sufficient and his decision shall be final and conclusive.

**1.52 NOTICE TO CONTRACTOR / SUPPLIER:**

Any notice to the contractor / supplier, may if the purchaser thinks it fit, be given by registered post to the registered office of the contractor / supplier. Such postings shall be deemed good service of such notice and the time mentioned in the conditions for doing any act after notice shall be reckoned from the date on which such notice should reach the contractor / supplier in normal course. .

**1.53 SUPERVISION OF ERECTION OF EQUIPMENT BY THE CONTRACTOR / SUPPLIER**

All the work shall be carried out under the direction and to the satisfaction of the Engineer. The purchaser shall have the option to direct the contractor / supplier to undertake supervision of erections of equipment, in that case he shall pay to the contractor / supplier such sums of money as may be provided under the contract. The contractor / supplier shall then be entirely responsible for satisfactory Erection, testing, commissioning and maintenance of the plant, notwithstanding that he may have been assisted by the Engineer in setting out of the same.

**1.54 AFTER SALES SERVICES:**

The equipment supplied against this order shall be attended to by contractor / supplier when referred to by the purchaser at contractor / supplier's expenses within the guarantee period.

**1.55 BREAK CLAUSE:**

1.55.1 The purchaser shall in addition to his power under other clause to determine this contract, have power to terminate his liability there under at any time by giving three (3) months (or such shorter period as may be mutually agreed) notice in writing to the contractor / supplier if purchaser's desire to do so upon the expiration of the notice period, the contract shall be determined without prejudice to the rights of the parties accrued to the date of determination but subject to the operation of the following provisions of this clause.

1.55.2 In the event of such notice being given, the purchaser shall be entitled to exercise as soon as may be reasonably practicable within that period the following power or any of them :-

- (a) To direct the contractor / supplier to complete in accordance with the contract all or any articles, parts of such articles or components in course of manufacture at the expiration of the notice and to deliver the same at such rate of delivery as may be mutually agreed on or in default of contract at the contract rate. All articles delivered by the contractor / supplier in accordance with such directions and accepted shall be paid for at a fair and reasonable price assessed on the basis of the contract price when it exists.
- (b) To require the contractor / supplier on the receipt of the notice of termination:-
  - (i) Immediately to take such steps as will ensure that the production rate of the articles specified in the schedule and parts thereof is reduced as rapidly as possible;
  - (ii) As far as possible consistent with (i) above to concentrate work on the completion of parts already in a partly manufactured state and
  - (iii) To terminate on the best possible terms such order for material and parts brought out in a partly manufactured or wholly manufactured state as have not been completed, observing In this connection any direction given under paragraph (a) and (b) (i) and (ii) above as far as this may be possible.

1.55.3 In the event of such notice being given, provided the contractor / supplier has reasonably performed all the provisions of the contract binding upon him down to the date of the notice.

- (a) The purchaser may take over from the contractor / supplier at a fair and reasonable prices (assessed on the basis of the contract price) of the completed articles all unused, undamaged and acceptable materials, bought-out components and articles in course of manufacture in the possession of the contractor / supplier at the expiration of the notice and properly provided by or supplied to the contractor / supplier for the Performance of the contract except such material, bought out components and articles which the purchaser may refuse to take over shall be taken over by the contractor / supplier. Provided that in case the materials/components are supplied to the contractor / supplier through the intervention of the purchaser or on his behalf:-
  - (i) The said fair and reasonable price shall be assessed on the basis of cost price of such materials and or components, and

- (ii) If the contractor / supplier elect to retain any materials, bought out components and articles as in this clause provided, he shall settle all claims of contractor / supplier in respect of the material and/ or components supplied to him as aforesaid including any claims to any extra charge and shall keep the purchaser indemnified against the same.
  - (b) The contractor / supplier shall deliver in accordance with the direction of the purchaser all such unused undamaged and acceptable materials brought out components and articles in course of manufacture (except as aforesaid) taken over by or previously belonging to the purchaser and the purchaser shall pay to the contractor / supplier fair and. reasonable handling and delivery charges thereof.
  - (c) The purchaser shall indemnify the contractor / supplier against any commitments, liabilities or expenditure which in the opinion of the purchaser are reasonable and properly chargeable by the contractor / supplier in connection with the contractor / supplier to the extent to which the purchaser is satisfied that such commitments, liabilities or expenditure would otherwise represent an unavoidable loss by the contractor / supplier by reason of the termination of the contract.
  - (d) Provided that in the event the contractor / supplier not having observed any direction given to him under sub-clause (ii) hereof the purchaser shall not be liable under this sub- clause pay any sum in excess of those for which the purchaser would have been liable and the contractor / supplier observed that direction.
- 1.55.4 If in any particular case exceptional hardship arises to the contractor / supplier from the operation of this clause it shall be open to the contractor / supplier to refer the circumstances to the Engineer who on being satisfied that such hardship exists shall make such allowance if any as in his opinion is reasonable.
- 1.55.5 The purchaser shall not in any case be liable to pay under the provisions of this clause or any sub clause which when taken together with any sums paid or due or becoming due to the contractor / supplier under this contract shall exceed the total prices of the articles specified in the schedule payable under the contract.
- 1.55.6 The contractor / supplier shall in any substantial order or sub-contract placed or made by him in connection with or for the purposes of this contract take power wherever possible by securing

the acceptance of the sub-contractor / supplier to terminate such substantial or sub- contract in the event of the termination of this contract by the purchaser of this clause upon the terms of the forgoing sub- clause of this clause and save only that:-

- (a) The name of the contractor / supplier shall be substituted for the purchase, throughout except in sub-clause 3 (c) where it occurs for the second and third times.
- (b) The period of the notice of termination shall be two (2) months or such shorter period as may be mutually agreed upon.

1.55.7 Substantial orders or sublet contracts shall in this context mean orders or sublet contracts of or over Rs. 25,000 (Rupees Twenty Five Thousand only) in value.

## 1.56 JURISDICTION OF COURT TO DEAL WITH DISPUTES.

1.56.1 The contract shall be governed by the laws of India for the time being in force and be subject to the court of competent jurisdiction [Name of city, (Rajasthan)] India. All disputes, differences, questions whatsoever arising between the purchaser and contractor / supplier upon or in relation to or in connection with the contracts shall be deemed to have arisen at only and no court other than courts at [Name of city, (Rajasthan)] shall have jurisdiction to entertain or try the same.

1.56.2 Settlement committee(s) have been constituted to settle the old disputed purchase cases where the firm(s) do not agree with the Nigam viewpoint and have given their representations.

The settlement committee(s) will be empowered to decide all old disputed cases. The committee is also authorised to settle such cases which are either subjudice or under reference to arbitrator(s) in case firm make formal request in this regard. In case of disagreement amongst committee members, the case with full details shall be put-up before the next level committee for decision.

1.56.3 (a) For settlement, firm shall furnish in writing their representation indicating the details of dispute / grievances along-with requisite settlement fee within a period of 6 months after receiving communication form MM wing giving rise to cause of dispute / grievances. Appeal against any decision of settlement committee can be filed within three months from the date of conveying such decision to the firm.



(b) The requisite fee either in cash / demand draft / pay order to be deposited to the Sr. Accounts Officer (EA & Cash), Ajmer Vidyut Vitran Nigam Limited, Ajmer along-with detailed representation for various settlement are detailed as under :

- |  |            |
|--|------------|
| (i) For CE Level Settlement Committee<br>(Cases upto Rs. 2.5 Lacs)   | Rs. 1000/- |
| (ii) For Nigam Level Settlement Committee<br>(Cases above Rs. 2.5 Lacs) and Appeal<br>against CE level committee | Rs. 3000/- |
| (iii) For review of Decision of Nigam<br>level Settlement Committee by BOD                                       | Rs. 5000/- |

**1.57 CONSTRUCTION OF CONTRACT:**

The contract shall in all respects deemed to be and shall be constructed and shall operate as on Indian contract as defined in the Indian Contract Act, 1872 and all payments there under shall be made in Rupees unless otherwise specified.

**1.58 ACCEPTANCE OF THE ORDER:**

The acceptance of the order shall be conveyed to the concerned Superintending Engineer of MM wing Ajmer Vidyut Vitran Nigam Limited, Ajmer within ten days of the receipt of the order in the prescribed Proforma failing which it will be presumed that the terms and conditions incorporated in the order have been accepted by the supplier/contractor.

**1.59 SECURITY DEPOSIT:**

1.59.1 In order to secure/assure due fulfillment of the contract, successful bidder(s) on receipt of a preliminary acceptance letter / detailed order as the case may be shall furnish within 15 days a security deposit equivalent to 2% (two percent) of the order value by way of crossed / bank draft / banker's cheque with the payee as stated in the purchase order.

1.59.2 Unless otherwise specifically required to be retained / forfeited by the purchaser, the security deposit shall be refundable on request of the contractor / supplier after three months of completion of the entire supplies to the satisfaction of the purchaser.

1.59.3 If the contractor / supplier fails or neglect to observe or perform any of his obligation under the contract, it will be lawful for the purchaser to forfeit either in whole or in part in his absolute discretion the security deposit furnished by the contractor / supplier. -

- 1.59.4 No interest shall be payable on such deposits.
- 1.59.5 The purchaser on request by bidder/supplier may consider to accept security in form of a bank guarantee from a scheduled bank on the Proforma prescribed by the purchaser at Appendix-IX.

Note : Bank guarantee from the firms located outside Rajasthan may be accepted on the non-judicial stamp paper of Rajasthan or stamp paper of their state of appropriate value provided a declaration be given by such firm that the bank guarantee is duly stamped as per Stamp Law applicable in that concerned state.

#### 1.60 **PRICE FALL CLAUSE**

- 1.60.1 The price fall clause shall be made applicable w.e.f. the date of opening of 'Techno-Commercial Bid' of the subsequent tender when the supplies under the running contracts are delayed beyond the overall stipulated delivery schedule as on the date of opening of techno-commercial bid of subsequent tender provided that the supplier itself has quoted or accepted lower rates finalized in the subsequent tender of the same item. In other cases, the price fall clause shall be made applicable w.e.f the date of opening of 'price bid' of the subsequent tender of the same item. If the bidder does not agree for lower rates finalized in subsequent tender, the remaining supplies of running contracts at higher rates as on the date of price bid opening of the subsequent tender will be cancelled as per provisions of price fall clause.
- 1.60.2 If the stipulated delivery schedule of the running contract expires on the date of opening of techno commercial bid of subsequent tender or thereafter before opening of price bid and bidder himself have quoted or accepted lower rates finalized in subsequent tender, in that case the delayed supplies made during the period of techno-commercial bid opening date and price bid opening date of subsequent tender will be paid at such lower rates finalized in subsequent tender as against current contract price minus recovery towards delay in delivery, if it is so economical to Nigam. Payment equivalent to 10% of the FORD price of the delayed supplies will be withheld till finalization of price of subsequent tender.

1.60.3 In case delivery schedule is already over on the date of opening of Price Bid of subsequent tender:- the pending supplies against previous order as on the date of opening of price bid of subsequent tender shall be accepted at such lower rate, if any, as are quoted/finalized in subsequent tender as against subtracting recovery towards delay in delivery on old rate, if it is so economical and the tenderer agrees to it. If they are not agreeable, supply shall not be taken and order for balance supply shall be cancelled as per provision of the purchase order.

1.60.4 When delivery schedule is not over on the date of opening of Price Bid of subsequent tender:-

(a) If any previous successful tenderer has also participated in a new tender enquiry and quoted or accepted the lower rate finalized in the subsequent tender then pending supply against previous order as on the date of opening of price Bid of subsequent tender shall be taken at the lower rate as is finalized in the subsequent tender.

(b) If the supplier has not participated or participated but he is not agreeable to supply the balance quantity at lower rate received in the subsequent tender, the balance supply as on the date of opening of price Bid against previous order shall be acceptable to the extent of ordered quantity as per delivery schedule upto three months (but not beyond the overall delivery schedule) from the date of opening of price bid of new tender on the following conditions:-

1. The rate will be as per the purchase order against which supplies are to be made within the delivery schedule.
2. The back log, if any, of supplies according to delivery schedule on the date of opening of price bid of new tender shall be acceptable on effecting the recovery towards delay in supply at prescribed rates, if leviable under the circumstances.
3. No supply in excess of quantity as per the delivery schedule during the 3 months period after opening of 'price bid' of new tender shall be acceptable in any circumstances. No preponment of original delivery schedule will be made.
4. the old purchase order(s) in respect of balance un-supplied quantity shall stand cancelled after 3 months from the opening of 'price bid' of new tender.

(c) In case, where subsequent bid is decided at very less intervals and the firm is yet to commence the supply as per the delivery schedule when the revised rates in subsequent bids are received lower, the price fall clause will be made applicable after 3 Months from the scheduled commencement of the delivery schedule in the respective item.

1.60.5 (a) if subsequent tender is decided on differential rates and a firm has also participated in subsequent tender, the price fall clause would be applicable with respect to the price quoted/accepted by the firm in the new tender provided this quoted/accepted price is lower than firm's previous updated price minus recovery towards delay in delivery.

(b) In case, firm has not participated or not agreed to lower rates in subsequent tender, then price fall clause would be applicable with respect to highest differential price, decided under new tender, provided this highest price is lower than firm's previous updated price minus recovery towards delay in delivery.

1.60.6 (a) Price fall Clause of one company would not be applicable to other companies (i.e. not applicable across the five companies), The Price fall cause of the respective company would be applicable within the company only. However the company if deemed appropriate may offer lower rates (counter offer) received by other company(ies) at the time of finalization of tender.

(b) In case of Discom's common tender, the price fall clause shall be applicable with respect to purchase made in other Discoms for that particular item.

(c) After applying Price Fall Clause, no positive Price Variation will be payable, however, negative price variation, if any, shall be deducted.

1.60.7 For the operation of price fall provision, the rates decided for procurement of material with World Bank assistance will not be considered."

**NOTE:-** The Price Fall Clause shall be made applicable on the supplies received in the stores on or after the date of opening of Techno-commercial Bid/ Price Bid of subsequent tender, as the case may be.

**1.61 DEFERMENT OF DELIVERY:**

- a. The purchaser reserves the right to defer the delivery period as indicated in the purchase order. However the material already manufactured by the supplier/contractor upto the time of deferment may be accepted provided contractor/supplier provides adequate satisfactory proof of having material manufactured in all respect and ready for inspection and delivery before the date of deferment. For the verification of supplier, contention regarding readiness of material (finished goods) should invariably be got verified by MM wing. The period during which the supplies have been so deferred shall not be reckoned as delay in delivery in terms of clause 'Delay in Delivery'.
- b. The deferment of supplies if are to be made, the supplier should be informed within 3 days before invariably.
- c. The deferment of supplies should be maximum for one year or upto date of finalizing of new tender whichever earlier.

**1.62 REJECTED MATERIAL / EQUIPMENT NOT LIFTED BY THE CONTRACTOR / SUPPLIER TIMELY:**

If the contractor / supplier fails to lift the material / equipments declared rejected or any part thereof, from the consignee within a period of 15 days from the date of dispatch of information from the purchaser, the purchaser shall be entitled at his option :

- (i) To effect recovery @ 1% per week or part thereof (for actual delay in lifting the material beyond 30 days from the due date of dispatch of information from the purchaser), subject to a maximum of 15%. The amount of recovery will be worked out on the basis of Ex-works price of the material indicated in the purchase order. In case where Ex-works prices have not been indicated, then the recovery shall be worked out on the basis of prices as shown in the purchase order.
- (ii) In case a contractor / supplier fails to lift the material / equipments declared rejected and any part thereof, from the consignee within a period of 135 days from the date of dispatch of information from the purchaser, Ajmer Vidyut Vitran Nigam Limited may dispose off such material / equipments declared rejected and any part thereof, upon such terms and in such manner as it deems appropriate, at the risk and responsibility of the contractor / supplier.
- (iii) If such material / equipments declared rejected and any part thereof is disposed off through sales, 5% of the sale value

liable to be deducted on account of cost incurred in sales proceedings and after deduction, the balance value shall be "Net realized sale value".

- (iv) If such material / equipments declared rejected and any part thereof is disposed off in other manner on 'Nil' price, the actual expenditure incurred in disposal proceedings shall be recovered from the contractor / supplier.
- (v) The contractor / supplier shall be required to deposit the amount of recoveries finalized within a period of 30 days of receipt of information, failing which the dues shall be recovered from the Net Realized Sales Value or from the financial hold of the contractor / supplier available with the Nigam. In case where the amount of recoveries against a firm / contractor / supplier exceeds its financial hold / Net realized sales value, the Nigam will be at the liberty to effect such recovery out of the financial hold / pending payments of the contractor / supplier available with other successor companies of the erstwhile RSEB.
- (vi) Ajmer Vidyut Vitran Nigam Limited, at its discretion, may allow the contractor / supplier to lift the material / equipments declared rejected and any part thereof even after expiry of period of 135 days from the date of dispatch of information from the purchaser, on contractor / supplier's request if material could not be disposed after recovery on a/c of delay in lifting the same as per (1) and after paying amount of recoveries.

-----