

UTTARAKHAND POWER CORPORATION LIMITED
(A Govt. of Uttarakhand Undertaking)



TENDER SPECIFICATION NO. CCP-II/1/2023-2024

**TENDER DOCUMENT FOR ENGAGEMENT OF CA FIRM FOR
INTERNAL AUDIT OF 20 NOS. ELECTRICITY DISTRIBUTION DIVISION OF
UPCL FOR THE FINANCIAL YEAR 2023-2024 & 2024-2025.**

LAST DATE & TIME OF ONLINE REQUEST FOR TENDER AND SUBMISSION OF TENDER IN ONLINE & OFF LINE MODE	:-	20.04.2023 upto 17:00 hrs
DATE OF OPENING OF PART-I OF TENDER IN ONLINE & OFF LINE MODE	:-	21.04.2023 at 15:30 hrs
COST OF TENDER:	:-	2360/- (including GST) ONLY
EARNEST MONEY:	:-	0.944 Lakh

CORPORATE (CONTRACT & PROCUREMENT-II)
UTTARAKHAND POWER CORPORATION LTD
VICTORIA CROSS VIJETA GABAR SINGH URJA BHAWAN, KANWALI ROAD, DEHRADUN - 248001
Phone No. 0135-2763897
(0135) - 2763672 - 75 (Ext. 176, 177, 224)
FAX No. 0135-2760289
Email-uplccp2@gmail.com

**UTTARAKHAND POWER CORPORATION LIMITED**

(A Govt. of Uttarakhand Undertaking)

Corporate Identity No. U40109UP2001SGC025867/2358

Victoria Cross Vijeta Gabar Singh Urja Bhawan, Kanwali Road, Dehradun –248001

Telephone-(0135) 2763672-76, Fax-(0135) 2760289, Website: www.tenderwizard.com/UPCL.**E-TENDER NOTICE (NIT)****Tender specification No. CCP-II/1/2023-2024**

Uttarakhand Power Corporation Ltd., Dehradun invites e-tender for following as detailed below: -

Sl. No	Name of work	No. of Divisions (Nos.)	Estimated cost (Rs.)	Average Yearly Turn Over of Preceding Three Financial year (Rs.)	Earnest Money deposit (Rs.)	Cost of tender document including GST (Rs.)	Last Date & time of online request for Tender and submission of tender in online & off line mode	Date of opening of Part-I of tender in online & off line mode
1.	Engagement of CA firm for Internal Audit of 20 Nos. Electricity Distribution Division of UPCL for the Financial year 2023-2024 & 2024-2025	20	47.200 LAKH	1.416 CRORE	0.944 LAKH	2 360	20.04.2023 upto 17:00 Hrs.	21.04.2023 at 15:30 Hrs.

Pre Qualifying Requirements (PQR) for the participating Firms are as given below:

1. Constitution should be that of a firm/Company.
2. Firm must be in existence since last **ten** years in the profession of Chartered Accountant / Cost Accountant. Certificate of Registration to be submitted by the firm.
3. Firm must have minimum **five no. of full time Chartered Accountants / Cost Accountants** as partners/employees.
4. The firm must have its **office in Uttarakhand** with sufficient staff posted there. List with name and designation of these staff must be provided.
5. The **average annual turnover** of the firm during preceding **three** financial years must be at least Rs. **1.416Crore**. The firm shall submit its Audited Annual Accounts of preceding **three** financial years.
6. The Firm is required to submit the copy of valid PAN & GST registration certificate.
7. The firm must have conducted internal audit of at least **2 power sector undertakings** in the last **5 financial years** ending on 31.03.2022. The completion certificate from the utility is required to be submitted by the firm in this regard. The firm having experience in distribution sector shall be preferred.
8. Detailed profile of the firm and its partners, qualified and semi-qualified staff shall also be provided.
9. An undertaking on non judicial stamp paper of Rs. 100/- duly notarized by notary that firm or any partner of the firm have not been **blacklisted/ debarred** by any Govt. undertaking/ Govt. departments / SEB's / Power Sector Utilities. In case same is found at any stage then their tender/Order shall be treated as cancelled and EMD/Security/Performance Guarantee shall be forfeited.
10. Self attested documentary evidence in respect of the prequalification conditions must be enclosed along with the tender by the firm.
11. Firm shall also provide a self attested affidavit on non judicial stamp paper of Rs 100/- duly notarized by notary that all the information provided by the firm in the bid document are **True and Correct** and no complaint is pending against them in any company/PSU at any level. The firm shall not be entertained at any level if a complaint is pending against them. This is subject to verification at any point of time by UPCL.
12. Any document submitted by the professional firm in support of fulfillment of their claim with respect to **PQR** can be verified at any stage/even after allotment of work.

The bidder can freely view & download the e-tender document from the website www.uktenders.gov.in on or before the date as mentioned in above table. However, for participation in the tender, the bidder shall have to submit the details of tender fee / relevant fee exemption certificate (as mentioned in the tender document) at the time of request of the e-tender.

E-Tenders will be received and opened on the dates as mentioned above. In case the above date is holidays, the tenders will be received & opened on the next working day at same time. This office is not responsible if the tender documents are delayed in transit or are not made available by the Postal Department / Courier. The under signed reserve the right to reject any or all tenders without assigning any reason thereof and no claim on this account shall be acceptable. The tenders received after the date & time as mentioned above shall not be considered. All other details and terms & conditions are available in tender document.

Superintending Engineer
Corporate (Contract & Procurement-II)

INSTRUCTIONS TO TENDERERS

1.0 PREPARATION OF TENDER:

- 1.1 The Uttarakhand Power Corporation Ltd., (UPCL) herein after referred to as "Purchaser " will receive bids through its representative as mentioned in the Tender Notice for Internal Audit Assignment in accordance with these specifications.

Before submission of the tender, the Tenderers are required to make themselves fully conversant with the Scope of assignment, Special Instructions to Tenderer, Instructions to Tenderers, General Requirement of Specification including Schedules and General Condition of Contract of Form 'A', as may be applicable so that no ambiguity arises at a later date in this respect.

- 1.2 Any inconsistency or ambiguity in the offers made by Tenderer shall be interpreted to the maximum advantage of UPCL and disadvantage to the Tenderer. The Tenderer shall have no right to question the interpretation of the purchaser in all such cases and the same shall be binding on the Tenderer.
- 1.3 The tender should be prepared and submitted strictly in accordance with the instructions contained in these specifications. The tender shall be complete in all respect. Tender must be submitted in the manner specified on the attached prescribed schedule and/or copies thereof. To complete the proposal, the Tenderer must fill in the tender form, Declaration, all schedules & data sheet, annexed with the specification item by item in accordance with the instructions and notes supplementary thereto. The interpolations, insertions cutting & corrections made in the tender offers should be duly initialed by the tenderer.
- 1.4 Tenderer shall supply the data required in sheets annexed with the specification by typing at appropriate places against each item to facilitate preparation of comparative statements. These sheets must be properly/signed by authorized representative of the tenderer/ manufacturer testifying the data submitted. All schedules must be duly filled in and shall be enclosed with each copy of the tender. In case the tenderer does not supply any of required information at the time of submission of tender, necessary loading may be made while evaluating the prices of his offer without giving him any further opportunity to supply or clarify the same. The tenderers are notified that in case the required information are not furnished in the specified proforma/schedules attached with the specification, the purchaser shall not be responsible for any error in the evaluation of their tender on this account. Further, the failure to comply with this requirement may result in the rejection of the tender at the discretion of the purchaser.
- 1.5 Bidder shall ensure to put initial along with stamp of firm on each and every page of the tender. Last page of each document forming part of the tender shall bear full signature under official seal fully disclosing the name, designation and relationship with the firm of the signatory.
- 1.6 Purchaser may revise or amend these specifications etc. prior to date notified for opening of tender. Such revision/amendment, if any, will be communicated to all prospective tenderers as amendment/addendum to the specification maintaining reasonable time schedules for preparation of tender by the tenderers.
- 1.7 Any portion of the terms and conditions as laid down in these specifications which are not clear to the tenderer should be got clarified from the purchaser before submission of the tender so that no ambiguity/ confusion arises at a later date in this respect.
- 1.8 A set of descriptive and illustrative literature must accompany each copy of the tender so that a clear understanding of the service offered is obtained. The tender sent by post must be posted by Registered Post A.D., sufficiently in advance so as to reach the Purchaser by the scheduled date and time of submission of tender. Any tender received after the date and time of submission even on account of postal delay shall not be opened. The tenderers are therefore, requested to ensure in their own interest that the tenders are delivered in time.
- 1.9 Financial proposal shall be prepared and submitted Division wise. For each Division the L-1 shall be found out. In the event, if there are 2 or more bidders having the same value in the financial bid, the bidder securing the highest technical score will be determined as the "Best responsive bid" for awarding the audit work.
- 1.10 The Management reserves right to seek any information/ clarifications related to engagement at any time during the process of audit as per the requirement.
- 1.11 The Audit Firm must not sub-contract the work.

- 1.12 The Audit firm should keep itself away from illegal practice/dishonest arrangements.
- 1.13 The Internal Auditor shall have an obligation to work objectively and diligently while performing his/her duties.
- 1.14 The Internal Auditor shall not accept any gifts or hospitality or in kind etc. from any employee, Contractors, suppliers or business associates of UPCL.
- 1.15 The Internal Audit staff should collect and keep information from UPCL only for carrying out the assignment and should not take undue advantage of such information for personal profit or use the information in a manner contradictory to the ethics set forth by Institute of Chartered Accountants of India / Institute of Cost Accountants of India.
- 1.16 Telegraphic / Fax tenders shall not be considered under any circumstances.
- 1.17 Tenderer, if so desires, may authorize one representative for attend the opening of tender document on his behalf. In such instance, the representative shall be required to submit the authorization certificate to the UPCL authority with his signature duly attested by the authorized person of firm at the time of opening of bid. In absence of such certificate, no representative shall be allowed to participate in tender opening.

2 **PRE QUALIFYING CONDITIONS:**

Tenders fulfilling the following conditions shall only be considered:

Pre Qualifying Requirements (PQR) for the participating Firms are as given below:	
1.	Constitution should be that of a firm/Company.
2.	Firm must be in existence since last ten years in the profession of Chartered Accountant / Cost Accountant. Certificate of Registration has to be submitted by the firm.
3.	Firm must have minimum five no. of full time Chartered Accountants / Cost Accountants as partners / employees.
4.	The firm must have its office in Uttarakhand with sufficient staff posted their. List with name and designation of these staff must be provided.
5.	The average annual turnover of the firm during preceding three financial years must be at least Rs. 1.416 crore. The firm shall submit its Audited Annual Accounts of preceding three financial years .
6.	The Firm is required to submit the copy of valid PAN & GST Registration certificate.
7.	The firm must have conducted internal audit of at least 2 power sector undertakings in the last five financial years ending on 31.03.2022. The completion certificate from the utility is required to be submitted by the firm in this regard. The firm having experience in distribution sector shall be preferred.
8.	Detailed profile of the firm and its partners, qualified and semi-qualified staff shall also be provided.
9.	An undertaking on non judicial stamp paper of Rs 100/- duly notarized by notary that firm or any partner of the firm have not been blacklisted/ debarred by any Govt. undertaking/ Govt. departments / SEB's / Power Sector Utilities. In case same is found at any stage then their tender/Order shall be treated as cancelled and EMD/Security/Performance Guarantee shall be forfeited.
10.	Self attested documentary evidence in respect of the prequalification conditions must be enclosed along with the tender by the firm.
11.	Firm shall also provide a self attested affidavit on non judicial stamp paper of Rs 100/- duly notarized by notary that all the information provided by the firm in the bid document are True and Correct and no complaint is pending against them in any company/PSU at any level. The firm shall not be entertained at any level if a complaint is pending against them. This is subject to verification at any point of time by UPCL.
12.	Any document submitted by the professional firm in support of fulfillment of its claim with respect to PQR can be verified at any stage/even after allotment of work.

3 **CONSIDERATION DATE OF BID:**

- 3.1 The above cited qualifications of PQR shall be counted as on the date of opening of the tender Part-I. All statements and claims should be duly supported by authenticated copies of documents without which the tender is liable to be rejected summarily.

- 3.2 The purchaser at his discretion may consider awarding order of assignment to those bidders who have met the requirements as per specification.
- 3.3 Power of attorney to sign the tender by the competent authority of the firm on non-judicial stamp paper of Rs 100.00 duly attested by notary must be submitted.
- 4. SUBMISSION OF TENDER:**
- 4.1 The other bidder shall upload the scanned copy of demand draft for requisite tender fee / cost of tender in online mode. Whereas, in offline mode, the bidders shall submit demand draft in **original for requisite tender fee / cost of tender at the time of submission of their tender in separate envelope**. If the bidder fails to submit requisite tender fee as / cost of tender above then the tender of the bidder shall not be considered for opening. The demand draft (NON REFUNDABLE) shall be in favour of **“Executive Engineer, Corporate Maintenance unit, UPCL, Dehradun payable at Dehradun.**
- 4.2 Tender shall be submitted through E-tendering mode.
- 4.3 The bidder must upload /submit scanned copy of earnest money, schedule “C” (Executed on non-judicial stamp paper of Rs 100.00), ‘PQR Part-I’, ‘Price Bid part-II’ Excel file, on e-tendering website www.uktenders.gov.in before last date & time of tender submission.
- 4.4 Other documents may be uploaded through the link ‘General document’ on the website.
- 4.5 Bidders are required to submit following tender document in hard copy to this office within the last date and time of tender.
- 4.6 Earnest money deposit (EMD) and Schedule “C”.
- 4.7 Documents for proof of fulfillment of Pre-qualifying conditions.
- 4.8 Schedules & other required documents.
- 4.9 The envelope containing hard copies shall be superscribed “Tender Bid Part-I (Earnest Money, Validity, Technical & Commercial Bid) against specification No. CCP-II/1/2023-2024.”

Special Note: - Please read following (In block) carefully and ensure that:-

- 1. If the bidder fails to submit/upload scanned copy of tender fee / relevant fee exemption certificate, earnest money (Valid for 180 days from the date of opening of Part-I +45days claim period), schedule “C” (Executed on non-judicial stamp paper of Rs 100.00), ‘PQR Part-I’, through e-tendering mode then his tender will not be considered for opening even if hard copy of same is submitted by bidder in the office.**
- 2. Documentary proof of PQR is to be submitted alongwith part-I of bid otherwise Part-II (Price bid) of bidder will not be opened. No correspondence in this regard shall be made with the bidder after opening of Part-I of bid.**
- 3. If ‘PQR Part-I’ is found blank on the website, then the bid will not be considered for further processing.**
- 4. ‘Price bid part-II’ excel file (so called Part-II) must be submitted/ uploaded through e-tendering mode only. Hard copy of the price bid (Part-II) shall not be considered. If any bidder enclose hard copy of price bid in their Part-I envelope then their bid may be rejected.**

4.10 TENDER BID PART-I (EARNEST MONEY, VALIDITY, TECHNICAL COMMERCIAL & OTHER TERMS)

Bidder is requested to deposit earnest money of **Rs. 94,400/- (Rs. Ninety Four Thousand Four Hundred Only)** for full tendered value, irrespective of quoted lesser units. The earnest money shall be accepted in any of the following forms only:-

- (a) Demand Draft of any scheduled bank **payable at Dehradun** or FDR or CDR pledged/drawn in favour of **Executive Engineer, Corporate Maintenance unit (UPCL), Dehradun.**
- (b) Bank guarantee from a scheduled bank in India, executed on a non-judicial stamp paper of requisite value as per prevailing stamps Act of state STRICTLY on the specified proforma appended with Form ‘B’ (only applicable when amount of earnest money exceeds Rs. 10,000/=). **The validity of the bank guarantee would not be less than 180 days from the date of tender opening plus claim period of 45 days.** In case tender is extended and firm has already submitted their bid then their earnest money valid as above from the original date of opening of the tender shall also be considered. Any deviation or addition/deletion from the text of specified proforma of bank guarantee/ inadequate value of stamp Paper shall render the bank guarantee invalid for the purpose of opening of tender Bid Part-II.

Bank Details:

Name of bank -	PUNJAB NATIONAL BANK MBI KANWALI ROAD address : 56 G M S Road Balliwala -chowk, Dehradun - Uttarakhand
A/C/Beneficiary name	Executive Engineer (HQ), UPCL
A/C Number	4211002100004098
IFSC Code	PUNB0421100
PAN No.	AAACU6007G

4.10.1 **Offers without proper earnest money and declaration confirming the validity of offer for 180 days executed on Rs 100/- non judicial stamp paper with revenue stamp of Rs 1/- affixed shall not be considered under any circumstances.** The earnest money shall be refunded after the award is finalized. The earnest money of successful tenderer shall however be retained till such time he deposits security.

4.10.2 Besides earnest money & validity of offer this bid shall also contain all technical, commercial and other terms and conditions. The following documents duly filled in must also accompany the Tender Bid Part-I:-

1	Schedule A	:-	Tender Form
2	Schedule B	:-	Documents regarding pre-qualification details of the tenderer.
3	Schedule C	:-	Declaration
4	Schedule D	:-	Format of curriculum vitae (CV) for proposed professional staff)
4	Schedule E	:-	General Particulars.
5	Schedule F	:-	List of literature enclosed with the tender.
6	Schedule G	:-	Schedule of deviation from Tender Specification.
7	Schedule H	:-	Schedule of deviation from Instructions to tenderers.
8	Schedule I	:-	Schedule of deviation from General Conditions of contract form A.
9	Schedule J	:-	Status giving details of proprietorship/ partnership of tendering firm.
10	Schedule K	:-	Team composition of Task assignment

NOTE:- No Price is to be indicated in any form in any of the above schedules for any item in Tender Bid Part-I whatsoever. In case if price are mentioned anywhere in part-I documents, then the tender may be rejected.

4.10.3 **TENDER BID PART-II (PRICES): Schedule L**

The tender documents duly filled and must be uploaded on E-Tendering website only and contain only Price Bid as given below (List of Divisions mentioned in tender document under Scope of Work and Reporting Criteria: -

Revenue/Commercial - 20 Divisions

4.10.4 **PROCEDURE FOR OPENING AND PROCESSING OF TENDERS:**

Part-I shall be opened online. In offline mode Part-I: -Shall contain two envelopes i.e. one for Earnest money and another shall contain Technical & Commercial terms & Conditions. If online mode submission found OK as mentioned in clause No. 4.7 above then, firstly, 1st envelop of Part-I will be opened and in case no proper Earnest Money is found, the 2nd envelope of Part-I will not be opened & tender shall be rejected. If the Earnest Money is found in accordance with the tender specification, then 2nd envelope of Part-I for validity & Technical / Commercial Pre-qualifying condition of the offer shall be opened in public on the due date as specified/notified. Further bidder who qualifies in Technical / Commercial Pre-qualifying conditions of the offer, Part-II (price bid) of that bidder/bidders shall be opened in public on the date to be notified further.

4.10.5 **VALIDITY:**

The tenders shall be valid for a period of 180 calendar days from the date of opening of the tender or an extended date of opening as per form "C". Tender with lesser validity or not executed on a non-judicial stamp paper of Rs 100/- with a revenue stamp of Rs.1/- are liable to be rejected.

4.10.6 Bidder shall ensure to put initial on each and every page of the tender. Last page of each document forming part of the tender shall bear full signature under official seal fully disclosing the name, designation and relationship with the firm of the signatory. In case of partnership concern, the tender may be signed by all the partners of the firm or by one of them holding power of attorney (copy to be furnished along with the offer). In case of corporation/Companies, tender may be signed either by the President or Secretary or any other person authorized to tender in the legal name of Corporation/Company (copy of such authority to be furnished along with the offer).

4.10.7 Besides this the tenderer shall ensure to furnish the following information: -

- (i) Name, Designation, Profession with postal addresses of all the partners/directors and other persons authorized to conduct business in respect of this tender.
- (ii) Postal addresses of the firm's works, Registered office, Head Office and Branch Offices with the date of inception (As per certificate of Institute) etc.

4.10.8 Any action on the part of the tenderers to revise the price/prices and/or change the structure of price(s) at his own interest after the opening of the tender may result in rejection of the tender and/or debaring the tenderer from participation in purchase by the UPCL for one year in the first instance. In such cases, the earnest money submitted in Part-I shall also be forfeited.

5. PRICE & PRICE STRUCTURE:

The tenderers are required to quote FIRM prices as per schedule.

- a) The price quoted in the tender should be inclusive of all charges including Traveling, Boarding & lodging per division per year. However, applicable taxes/ duties shall be mentioned separately.
- b) Tendered rates shall specifically and separately mention the taxes and duties payable under the respective statutes.
- c) All the statutory taxes as may be legally applicable shall be paid extra at actual on production of legal document.
- d) Financial proposal shall be given Division wise.

6. EVALUATION OF TENDER:

In comparing tenders and in making awards, UPCL may consider such factors as, compliance with tender specifications, relative quality and adaptability of bidders for services, experience, record of integrity in dealing, the time of delivery, capability to perform and available man power etc. Their bids shall be evaluated technically as well as financially.

- a) The Financial Bids of Technically Qualified bidders (i.e. above 70 marks) will be opened online at the prescribed date and time, after the completion of Technical Evaluation process. The Criteria for technical evaluation of bid is enclosed at **Annexure-I**.
- b) Successful bidder will be selected based upon the lowest rates quoted by technically qualified bidders.
- c) Any conditional bid is liable to be rejected.
- d) In the event, if there are 2 or more bidders having the same value in the financial bid, the bidder securing the highest technical score will be determined as the "Best responsive bid" for awarding the Audit work.

7.0 SPLITTING OF ORDER:

The purchaser reserves the right to award the work among various successful bidders as per decision of UPCL.

U.P.C.L. is of the view that maximum 10 divisions may be awarded for audit to a Firm, which depends on the situation at the time of finalization of tender.

8.0 AWARD OF CONTRACT:

- 8.1 The purchaser is not bound to accept the lowest or any tender and reserves the right to accept the whole or any portion of any tender as he may think fit without assigning any reasons for non- acceptance or selections.
- 8.2 The successful bidder will have to enter into a contract agreement with the purchaser.
- 8.3 For signing the contract, a duly authorized representative of the successful bidder shall be required to sign and accept the contract at Dehradun within the time specified in the Letter of Intent (LoI), failing which it shall be considered that he is not interested in accepting the offer and action as deemed fit shall be taken by purchaser without making any further correspondence with successful bidder.

9.0 **INCOME TAX AND GOODS & SERVIC TAX REGISTRATION CERTIFICATE:**

The tenderer shall furnish with the tender, Income Tax Registration and Active GST Registration certificate. Alternatively, the tenderer shall give valid reasons for his inability to furnish such a certificate. The purchaser reserves the right to reject any tender, if desired documents are not furnished or the reasons for the tenderer's inability to furnish such certificates are not given in the tender.

The bidder shall also furnish the following certificates/Documents with the tender -

1. **GSTIN + all places of business declared in GSTIN**

2. **PAN**

3. **Documentary evidence for constitution of bidder**

4. **Authorization of person for signing the documents**

5. **Address proof of registered office** issued from the competent authority. Alternatively, the bidder shall give valid reasons for his inability to furnish such a certificate/Document. The purchaser reserves the right to reject any tender, if any one or all the certificate /No./Documents are not furnished or the reasons for the bidder's inability to furnish such certificates/Documents are not given in the tender.

10.0 **DEVIATIONS:**

The offer should be strictly in line with the conditions, specifications and other requirements mentioned in this tender specification/ document.

11.0 **CANVASSING:**

No tenderer shall canvass through any corporation official or any other means, with respect to his own or other tenderer. Contravention of these conditions will result in rejection of the tender. This clause shall not be deemed to prevent the tenderer from supplying to the purchaser any further information/ clarification asked for by the purchaser.

12. **SCOPE OF WORK & REPORTING CRITERIA:**

Approach, Methodology, Reporting and scope of works etc. shall be in line with the UPCL's Internal Audit Manual available on UPCL website and if hard copy of Internal Audit Manual is required, shall be made available on payment of **Rs. 500/-** from Internal Audit Office, UPCL in one day advance from the date of purchase of tender. The Audit firm shall also have to comply with the directives issued by Audit Committee as well as UPCL Management from time to time. The Internal Audit of following 20 Nos. Distribution Divisions have to be conducted for the **financial year 2023-2024 & financial year 2024-2025:**

- I. Electricity Distribution Division (North), Dehradun.
- II. Electricity Distribution Division (South), Dehradun.
- III. Electricity Distribution Division (Central), Dehradun.
- IV. Electricity Distribution Division, Raipur.
- V. Electricity Distribution Division, Barkot.
- VI. Electricity Distribution Division, (Urban)Roorkee.
- VII. Electricity Distribution Division, (Rural)Roorkee.
- VIII. Electricity Distribution Division, Bhagwanpur.
- IX. Electricity Distribution Division, Ramnagar, Roorkee.
- X. Electricity Distribution Division, (Urban)Haridwar.
- XI. Electricity Distribution Division, Jwalapur
- XII. Electricity Distribution Division, Laksar
- XIII. Electricity Distribution Division, (Urban)Haldwani.
- XIV. Electricity Distribution Division, (Rural)Haldwani.
- XV. Electricity Distribution Division, Champawat.
- XVI. Electricity Distribution Division, Rudrapur-I
- XVII. Electricity Distribution Division, Rudrapur-II
- XVIII. Electricity Distribution Division, Kashipur.
- XIX. Electricity Distribution Division, Bajpur.
- XX. Electricity Distribution Division, Jaspur.

Firms have to keep the detailed view on each and every checklist for Key Audit areas of that division. Internal audit shall be conducted on half yearly basis. The report of Internal Audit for the period from **1st Apr 2023 to 31st March 2024 & 1st Apr 2024 to 31st March 2025** shall invariably be submitted as per following Reporting Criteria: -

1. They shall have to **submit the half yearly audit report** of each unit within Three month after the end of each half year.
2. In their First half year, they have to submit their report on Review of System, Sanctions & Review of Transactions.

3. In their Second half year, they have to submit their report on Review of Internal Controls, Operations & Review of Transactions.
 4. Apart from this, they shall also submit the comment/report on the directions of Audit Committee which shall be communicated by Internal Audit Department. All directives given by Internal Audit Department shall have to follow during the course of audit. If Nodal officer i.e. Deputy General Manager (Internal Audit) finds that the reports are not fulfilling the requirement of audit, the Chartered Accountants / Cost Accountants firm may be asked to re-do the audit for that period and submit the revised report accordingly without any additional cost.
 5. Compliance by the division done based on the rough note / draft audit report issued by the firm, should be incorporated in their Audit Report.
 6. Each audit report shall contain the period / duration of audit conducted along with details of team members. At the end of each financial year, within three months of end of the year, they also have to submit a detailed comprehensive report on whole working of distribution division covering all aspect according to the guidelines of UPCL's Internal Audit Manual.
13. **AUDIT TEAM:**
Firms shall deploy suitable teams for undertaking the audit, after a thorough perusal of the requirements of the appointment letter, terms & conditions contained therein and the Detailed Guidelines for Internal Auditors ensuring that the size of the Audit Team is commensurate with the size of the auditee unit and the volume of the work involved (as desired in the scope of work mentioned in the Internal Audit Manual or directed by Deputy General Manager (Internal Audit). The head of the auditee unit will co-ordinate with the audit team for smooth functioning of the audit.
- At least 3 (three) members shall consist in the audit team. It should be ensured that the audit team is headed out at all times by an experienced Chartered Accountant / Cost Accountant. The rest of the members of the audit team should be semi qualified professionals.
- A minimum number of 15-20 working days shall invariably be devoted by the firm in each and every Division for **audit per half year**.
14. Internal Audit shall be commenced immediately after the end of each half year of financial year. The details of audit team and programme of audit shall be submitted to the nodal officer before the start of work of each period. In case of failure to commence the audit within 15 days after the end of the half year of financial year, the order can be cancelled and earnest money / security money deposited with UPCL will be forfeited without any further intimation and another audit firm will be appointed in its place.
15. **TERMS OF PAYMENT:**
- 15.1 Payment shall be made to the firm @40% per half year on submission of reports as mentioned above and balance 20% payment shall be made after submission of detailed comprehensive report of each financial year by the firm. The firms will be paid for Internal Audit Work carried out as per scope of work and on timely submission of audit report of the unit audited. The firm shall submit the bill to the unit and the same shall be verified by the concerned unit head. After verification of the bill same shall be sent to Executive Engineer, Corporate Maintenance unit (UPCL), Dehradun through Nodal Officer of the assignment i.e. Deputy General Manager (Internal Audit). No payment will be made for left out Division/unit. **However, seeing the conditions of work left out or problems in updation of records, the time period may be extended as per discretion of UPCL management on request of the firms.**
 - 15.2 UPCL shall have the right to not to pay the audit fees of particular quarter if the Firms, fails to perform any part of the assignment for that period as per scope of Internal Audit. Further any addition/deletion in the units as mentioned in the Schedule 'L' can be made on the instruction of Director (F) /Managing Director.
 - 15.3 In case of "Force Majeure" conditions such as, an event which is beyond the control of Chartered Accountants / Cost Accountants firms and which makes a party's performance of its obligations under the contract impossible or so impracticable such as to include, act of fire, earthquake, draught, war, riots, epidemic, strike, landslide, snowfall or enforceable orders of the Government of Judicial Authority of India, the Completion of the assignment will be extended to that extent.

16.0 **VALIDITY OF CONTRACT:**

This contract shall be valid for financial year 2023-24 & financial year 2024-25. The currency of the contract can however be **extended by another one year** on mutual consent of UPCL and Internal Auditor. All allotment made during the currency of contract period shall be honored by the contractor.

17.0 **BREACH OF CONTRACT:**

In case of breach of the terms & conditions of the contract by the firm, UPCL shall reserve the right to take punitive action against the firm which may include forfeiting the security cum performance guarantee including debarring/ blacklisting for further participation in future tenders of UPCL, based on the merits/ demerits of the case.

18.0 **SECURITY DEPOSIT:**

The contractor shall deposit security as required under clause '3' of general conditions of contract Form 'A' @ 10% of the contract value. This security shall be deposited in the form of Govt. interest bearing securities or Bank Draft/ Bank Guarantee from a scheduled Bank of India duly executed on stamp paper of requisite value on the approved proforma in favour of **Executive Engineer, Corporate Maintenance unit (UPCL), Dehradun** within 15 days of receipt of proposal for award of work. In case the security is in the form of **Bank guarantee**, it shall be **valid for the period of 24 Months with claim period of six months**. The contractor shall initially submit this Bank guarantee valid for 24 months with the provision that it shall be extended suitably to cover the period of the last assignment. In case the security deposit furnished is in the form of FDR/ CDR, the same shall be duly pledged in favour of **Executive Engineer, Corporate Maintenance unit (UPCL), Dehradun**.

19.0 Superintending Engineer, (C&P), Uttarakhand Power Corporation Ltd., Victoria Cross Vijeta Gabar Singh Urja Bhawan, Kanwali Road, Dehradun shall be the "Engineer of Contract".

20.0 All the disputes arising out of and touching or relating to subject matter of agreement contract shall be subject to jurisdiction of local courts of Dehradun and High Court of Judicature at Nainital only.

21.0 Any notice to be given to the Audit firm shall be sent by registered post at the address given by him for this purpose in the contract. The Audit firm shall ensure to intimate the purchaser in writing of any change in the above address otherwise notice shall be sent to the address given in the contract. Any notice dispatched to contractor by registered post on the above address shall be deemed to have been delivered as above.

22.0 **NODAL OFFICER:**

For the purpose of monitoring the assignment (Internal audit) the Deputy General Manager (Internal Audit)/ General Manager (Internal Audit) will be the officer in charge of the assignment.

- 23.0 (a) If progress/performance of the Audit Firm is not found satisfactory, UPCL Management reserves the right to terminate the appointment of the Audit firm.
- (b) The Audit Firm will be debarred from getting, in future, Internal Audit assignments in U.P.C.L. and appointment of the firm will be terminated in the following cases: -
- (i) If the firm obtains, the appointment on the basis of false information/ false statements at the time of submission of application/tender documents.
 - (ii) If the Audit Firm is found to have sub-contracted the assignment.
 - (iii) If the Audit Firm does not take up Audit in terms of appointment letter.
 - (iv) If the Audit Firm does not submit Audit Report, Completed in all respect and within the specified days without any authentic reasons.
 - (v) If the Audit Firm doesn't comply the conditions as per provisions of Company's Act 2013.

24.0 **ACTION STATUS FOR AUDIT COMMITTEE:**

An authorized representative from the Audit firm has to be present in the each and every audit committee meeting and take part in the discussion held. The Audit firm shall have to comply with the directives issued by Audit Committee from time to time. No extra expenses shall be paid for the said work.

For audit committee meeting, summary of observations (Important issues i.e. the Major Observations to be brought to the notice of The Audit committee) shall be presented in all Audit Committee meetings by Auditors and should present the audit reports with ATR (Action Taken Report) & Executive summary of the report to the Audit Committee.

25.0 Auditors are required to give their views about adequacy of controls and audit coverage. They are also required to submit audit observations wise responsibility chart along with the audit report of the unit. However, the final responsibility chart will be finalized by Deputy General Manager (Internal Audit) / General Manager (Internal Audit) / Director (Finance) / Managing Director.

26.0 **REPORTING REQUIREMENTS:**

A- The reporting criteria will be as mentioned above at point no. 12.

B- The Internal Auditor's Reports shall be in the same sequence as given in Internal Audit Manual of U.P.C.L. Auditor should also point out in report, whether the observations raised by the Statutory Auditors are being complied in the unit. On completion of the audit of every period of each Division/Unit, the following steps shall be taken by the auditor before finalization of the report: -

- (i) The preliminary observations shall first be discussed with the Head of the auditee unit.
- (ii) Pursuant to the above, the preliminary audit observations of the respective audit unit shall be prepared.
- (iii) The salient audit observations of the respective auditee unit shall be discussed with the concerned unit head so that, timely corrective actions may be taken and based on the outcome a draft audit report covering all the shortcomings found in the auditee unit within the scope shall be compiled / prepared, including additional information, if any, that may be provided/obtained during such discussions and the rectifications carried out on the instance of audit. The report should also contain specific suggestions for improvements, if any.
- (iv) Compliance by the division done based on the rough note / draft audit report issued by the firm, should be incorporated in their Audit Report.
- (v) Based on the outcome of the discussion, the audit report thus compiled shall be structured as final Internal Audit Report of the unit concerned and should be circulated to the following: -
 - a) Concerned Functional Director i.e. Director (Operation) as well as Director (Finance)
 - b) Head of the Division/Units Audited/Circle/Zone
 - c) Deputy General Manager (Internal Audit) / General Manager (Internal Audit)
 - d) Head of Corporate Accounts- General Manager(Finance), Fund Management
- (vi) The Internal Audit Report should be furnished to each Division/unit separately.
- (vii) The soft copies shall also be made available to each as mentioned above.

Annexure -I (Technical Evaluation Criteria)

S. No.	Criteria	Maximum marks	Remarks/Evaluation Process
1	Existence for the last 10 years (Counted upto 31.03.2022 , fraction of year to be ignored).	15	Existence for last 10 years- 10 (Ten) marks and additional 0.50(half) marks for each additional year of existence. For example, if a firm has been in existence for last 20 years, 15.00 marks (10 + 10 years X 0.50) shall be awarded. (Documentary evidence as per ICAI / ICAI-CMA records is required for confirmation)
2	The audit firm should have registered Head office/ branch office in any city of Uttarakhand.	20	The marks shall be awarded as follows: - 1) Registered Office in any city in Uttarakhand- 20(Twenty) marks 2) Registered office in Delhi-NCR / Uttar Pradesh / Himachal Pradesh /Haryana with branch office in any city in Uttarakhand- 15(Fifteen) marks 3) Registered office in Rest of India with branch office in any city in Uttarakhand- 10 (Ten) marks (Self-Attested scanned copy of letter from ICAI / ICAI-CMA in this regard shall be uploaded.)
3	Turnover of the firm (Average Annual turnover of not less than Rs. 1.416 Crore per annum during the last three financial years (2019-20 to 2021-22)).	20	The marks shall be awarded on Average Annual Turnover in the last 3 financial years as follows: - 1) Average Annual turnover above Rs. 250.00 Lacs - 20 (Twenty) marks 2) Average Annual turnover Rs. 200.00 Lacs to Rs. 250.00 Lacs - 15 (Fifteen) marks. 3) Average Annual turnover Rs. 141.60 Lakh to Rs. 200.00 Lacs - 10 (Ten) marks. (Audited Accounts for last 3 years i.e. 2019-20, 2020-21 & 2021-22 are required for confirmation)
4	Experience of similar nature of work as Internal Auditors of at least two Central PSUs or State PSUs or Discom's during last five financial years.	30	For one completed audit of two companies during the last five Financial Years, 10 (Ten) marks shall be awarded and additional 5 (Five) marks for each additional completed audit of PSUs and additional 10 (Ten) marks for each additional completed internal audit of Discoms. (Documentary proof of the successful completion of the Audit is required to be provided for confirmation)
5	No. of Partners/Full time employees (Practicing Chartered Accountants / Cost Accountants).	15	In case, firm is having minimum Five (5) partners/full time CAs/CMAs employee, 10 (Ten) marks shall be awarded. In case of 6 to 10 partners/full time CAs/CMAs employee- 12 (Twelve) marks shall be awarded. In case of 11 or more partners/full time CAs/CMAs employee- 15 (Fifteen) marks shall be awarded. (Documentary evidence as per ICAI / ICAI-CMA records is required for confirmation)
	TOTAL	100	

The firms which scores minimum 70% in technical evaluation as above shall be considered for opening of its Financial Bids (Part II-Price Bids). But if, the firm don't have experience of power sector utility, no marks shall be awarded and firm shall not be considered for opening of Financial Bids.

(PSU indicates Public Sector Undertakings, Discoms indicates Power Distribution Companies, SEBs indicates State Electricity Boards.)

**FORM OF THE BANK GUARANTEE FOR EARNEST MONEY
(To be submitted with Bid Part-I)**

(For depositing earnest money in case the amount for deposit exceeds Rs. 10,000 Bank guarantee should be executed on a non-judicial stamp paper of requisite value as per prevailing stamps Act of state and should be checked by the tenderer at the time of issuing the Bank Guarantee to any change in the Stamp value.)

To,
**EXECUTIVE ENGINEER,
CORPORATE MAINTENANCE UNIT
UTTARAKHAND POWER CORPORATION LTD.
V.C.V. GABAR SINGH URJA BHAWAN
DEHRADUN**

Sir,

WHEREAS, M/s a company incorporated under the Indian Companies Act, its registered office at / a firm registered under the Indian Partnership Act and having its business office at son of of M/s at / Sri son of resident of at Sri son of resident of partners carrying on business under the firm's name and style of M/s at Which is an unregistered partnership (hereinafter called "The Tender") has/have in response to your Tender Notice against specification number for offered to supply and/or execute the works as contained in the Tender's letter No

AND WHEREAS the Tenderer is required to furnish you a Bank Guarantee for the sum of Rs..... As earnest money against the tenderer's offer as aforesaid.

AND WHEREAS we (name and full address of the Bank) have at the request of the tenderer agree to give you the guarantee as hereinafter contained.

Bank) have at the request of the tenderer agree to give you the guarantee as hereinafter contained.

NOW THEREFORE in consideration of the premises we the undersigned hereby covenant that the aforesaid tender of the tenderer shall remain open for acceptance by you during the period of validity as mentioned in the tender or any extension there of as you and the tenderer may subsequently agreed and if the tenderer shall for any reason back out whether expressly or implied from his said tender during the period of its validity of its validity or any extension thereof as aforesaid, we hereby guarantee to you the payment of sum of Rs. On demand notwithstanding the existence of any dispute between the Uttarakhand Power Corporation Ltd.. and the tenderer, in this regard AND we hereby further agree as follows:

(a) That you may without affecting this guarantee grant time or other **indulgence** to or negotiate further with the tenderer in regard to the conditions contained in the said tender and hereby modify these conditions or add thereto any further conditions as may be mutually agreed upon between you and the tenderer.

(b) That guarantee hereinbefore contained shall not be affected by any charge in the constitution of our Bank or in the constitution of the tenderer.

(c) That any account settled between you and the tenderer shall be conclusively evidence against us of the amount due hereunder and shall, not be questioned by us.

(d) That this guarantee commences from the date hereof and shall remain in force till the tenderer. If his tender is accepted by you, furnishes the security as required under the said specifications and executes a formal agreement as therein provided or till four months after the period of validity or the extended period of validity, as the case may be of tender whichever is earlier.

(e) Notwithstanding anything contained above liability of the Guarantor hereunder is restricted to the said sum of Rs. and this guarantee shall expire on the day of 20 ... Unless a claim under the guarantee is filled with the Guarantor within 45 days of such date, all claims shall laps and the Guarantor shall be discharged from the guarantee.

(f) That the expressions 'the tender' and the Bank the Uttarakhand Power Corporation Ltd. herein used shall, unless such Interpretation is repugnant to the subject or context include their respective successors and assigns.

(g) We (Name of Bank) lastly undertake to pay to the (UPCL) any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) /supplier(s) in any suit or proceeding pending before any court or Tribunal relating arbitration thereto of liability under the present being absolute and unequivocal.

The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the contractor(s) / supplier(s) shall have not claim against us for making such payment.

FORM OF GUARANTEE BOND FOR 10% PERFORMANCE SECURITY

To,
EXECUTIVE ENGINEER,
CORPORATE MAINTENANCE UNIT
UTTARAKHAND POWER CORPORATION LTD.
V.C.V. GABAR SINGH URJA BHAWAN
DEHRADUN

Sir,

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

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

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

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

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

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

7. We (Name of Bank) lastly undertake to pay to the UPCL any Money so demanded notwithstanding any dispute or disputes raised by the contractor(s) / supplier(s) in any suit or proceeding pending before any court or Tribunal relating arbitration thereto or liability under this present being absolute and unequivocal.

The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the contractor(s) / supplier(s) shall have no claim against us for making such payment.
Date day of 20

for Bank Ltd.

PROFORMA OF CERTIFICATE FOR BEING NOT BLACKLISTED / DEBARRED
(To be executed on a non-judicial stamp paper of Rs. 100/-and duly notarized)

To,

**Superintending Engineer
Corporate (Contract & Procurement-II)
Uttarakhand Power Corporation Ltd.
Victoria Cross Vijeyta Gabar Singh Urja Bhawan,
Kanwali Road, Dehradun- 248 001**

We M/s------(Name of firm / Company) having its registered office at
.....declare that we are not blacklisted/ debarred by any Govt. undertaking/ Govt.
departments / SEB's / Power Sector Utilities. In case same is found then their tender/Order shall be treated as
cancelled at any stage and EMD/Performance security shall be forfeited.

Signed this day of
Place
Witness:

Signature of Authorized signatory of
Manufacturer
Name

Signature

Designation

Name

Name of the firm

Seal of the firm

Address

**SPECIMEN DOCUMENT FOR POWER OF ATTORNEY IN RESPECT OF TENDER SIGNATURE
(ON RS. 100/- STAMP PAPER DULY ATTESTED BY NOTARY)**

KNOW ALL MEN BY THESE PRESENTS THAT WE------(Name of firm / Company) -----
-----hereby appoint and authorize, Mr. -----

----- as our true and lawful attorney or attorneys, for us and in our name, place and stead, to do the following acts and things, jointly and each of them severally, in respect of the tender for **Internal Audit of 20 Nos. Electricity Distribution Division of UPCL for the Financial year 2023-2024 & 2024-2025** invited by Uttarakhand Power Corporation, Dehradun vide specification No. CCP-II/1/2023-24. :

- (1) To sign, execute and deliver the tender documents and other documents related thereto,
- (2) To negotiate and determine the terms and conditions of the contract, and
- (3) To sign, execute and deliver the contract and related documents.

This power of Attorney shall remain in full force and effect for the above state project.

IN WITNESS WHEREOF, we have caused the signature of our representative -----
-----to be affixed hereunto on this -----(date)-----
-----.

Signature of representative

Signature of competent authority of firm

Name of representative

PRO FORMA OF CERTIFICATE FOR ALL THE INFORMATION PROVIDED BY THE FIRM IN THE BID DOCUMENT ARE TRUE AND CORRECT.

(To be executed on a non-judicial stamp paper of Rs. 100/-and duly notarized)

E-Tender Specification No. CCP-II/1/2023-2024 for Internal Audit of 20 Nos. Electricity Distribution Division of UPCL for the Financial year 2023-2024 & 2024-2025

To,

**Superintending Engineer
Corporate (Contract & Procurement-II)
Uttarakhand Power Corporation Ltd.
Victoria Cross Vijeyta Gabar Singh Urja Bhawan, Kanwali Road
Dehradun- 248 001**

We M/s-----(Name of firm / Company) having its registered office atdeclare that all the information provided by us in the bid document are true and Correct. In case, any forged or false document is found at any stage, then our tender/ order shall be treated as cancelled and necessary action shall be taken against us, which may include forfeiting the EMD/security cum performance guarantee, debarring/ blacklisting for further participation in future tenders of UPCL, based on the merits/ demerits of the case.

Signed this day of
Place
Witness:

Signature of Authorized signatory of
Manufacturer
Name

Signature

Designation

Name

Name of the firm

Seal of the firm

Address

FORM – “A”
GENERAL CONDITION OF CONTRACT FOR THE SUPPLY OF PLANT AND THE EXECUTION
OF WORKS IN UTTARAKHAND POWER CORPORATION LIMITED

1.	<p>In constructing these General Condition and the annexed specification of the following words shall have meaning herein assigned to them unless there is anything in the subject or context inconsistent with such construction:</p> <p>The “Purchaser” shall mean the Uttarakhand Power Corporation Limited and shall include his successors and assigns.</p> <p>The “Contractor” shall mean the Tenderer whose tender shall be accepted by the Purchaser and shall include such tenderers heir’s legal representatives, successors and assigns.</p> <p>The “Sub-Contractor” shall mean the person named in the contract for any part of the work or any person to whom any part of the contract has been Sublette with the consent in writing of Engineer and the heirs, legal representative, successors and assigns of such person.</p> <p>The “Engineer” shall mean the person named in the contract with the contractor and such other officer as may be duly authorized and appointed in writing by the purchaser to act as Engineer for the purpose of the contract and in case where no such offer has been appointed, the Purchaser or his duly authorized representative.</p> <p>“Plant” “ Equipment”, “Material”, “Works” as “Works” shall mean the plant and material to be provided by the Contractor under the contract.</p> <p>The “Contract” shall mean and include the General Condition, Specification, Schedules, Drawings, Form of Tender, Covering letter, Schedule of Prices or the final General conditions Specifications and drawings and the agreement to be entered into under clause 3 of the general conditions.</p> <p>The “Specification” shall mean the Specification annexed to these “General Condition” and the schedule thereto (if any).</p> <p>The “Site” shall mean the site of the proposed works as details in the specification or any other place in Uttarakhand where work is to be executed under the contract.</p> <p>“Month” shall mean Calendar month.</p> <p>Writing shall include any ‘manuscript’ typewritten or printed statement under or over signature or seal, as the case may be.</p> <p>Words importing person shall include Firms, Companies, Corporations and other bodies whether incorporated or not.</p> <p>Words importing the singular any shall also include the plural and vice versa where the context requires.</p>	Definition of Terms
2.	<p>The Contractor shall be deemed to have carefully examined the General Conditions, Specifications, Schedules and Drawings. If he shall have any doubt as to the meaning of any portion of these General conditions or of the Specifications he shall before, signing the contract, set forth the particulars thereof and submit them to the engineer, in order that such doubt may be removed.</p>	Contractor to inform himself Fully
3.	<p>A formal agreement shall, if required by the purchaser be entered into between the Purchaser and the Contractor for the proper fulfillment of the Contract. Further, if required by the purchaser, the Contract shall deposit with the Purchaser as security for the due and faithful performance of the Contract such sums not being less than one percent of the total value of the Contract as may be fixed by the purchaser either in cash or any other form approved by the Purchaser. The security deposit shall be refunded to the Contractor on the satisfactory completion of testes and the taking over of the plant by the purchaser.</p>	Contract

	<p>The charge in respect of vetting and execution of the contract document shall be borne by the Contractor. The Contractor shall be furnished with an executed stamped counter part of the agreement. The import license fee will in each case have to be paid by the Contractor. Import license may have to be taken in the Board's name.</p> <p>After the tender has been accepted by the Purchaser all order or instructions to the Contractor shall, except as herein otherwise provided, be given by the Engineer on behalf of Purchaser.</p>	
4.	<p>The Contractor shall submit in duplicate, to the Engineer for his approval drawing of the General Arrangement of the works to be carried out and of such detailed drawing; other than shop drawings, as may be reasonably necessary.</p> <p>Within fourteen days of the receipt of such drawing the Engineer shall signify his approval or otherwise of the same and in the event of disapproving the drawing; the Contractor shall submit further drawings for approval.</p> <p>Within a reasonable period of the notification by the Engineer to the Contractor of his approval of such drawings, three sets in ink on tracing cloth or Ferro gallic prints mounted on cloth of the drawings as approved shall be supplied to him by the Contractor and be signed by him and the Contractor respectively and be thereafter deemed to be the "Contractor Drawings".</p> <p>These drawing when so signed shall become the property of the Purchaser and be deposited with the Engineer and shall not be departed from in any way whatsoever except by the written permission of the Engineer or hereinafter provided. During the execution of the works one of set of drawings shall be available for reference on the site.</p> <p>In the event of the Contractor desiring to possess a signed set of drawing, he shall supply four sets instead of three sets and in this case the Engineer shall sign the fourth set and return the same to the Contractor.</p> <p>The Contractor, if required by the Engineer, shall supply in addition copies of any drawings other than shop drawing, which may reasonably be required for the purpose of Contract and may make a reasonable charge for such copies.</p> <p>The Engineer, or his duly authorized representative, whose name shall have Previously been communicated in writing to the Contractor, shall have the right, at all reasonable times, to inspect, at the factory of the Contractor, drawing of any portion of the work.</p>	Contract Drawing
5.	<p>The Contractor shall be responsible for and shall pay for any alterations of the work due to any discrepancies, error or omissions in the drawing and other particulars supplied by him, whether such drawing or particulars have been approved by the Engineer or not, provided that if such discrepancies, errors and omission are due to inaccurate information of particulars furnished to the Contactor by the Engineer. Any alteration in the plant necessitated by reason of such inaccurate information or particulars shall be paid by the Purchaser.</p> <p>If any dimensions figured upon a drawing or a plant differ from those obtained by scaling the drawing or plant, the dimensions as figured upon the drawing or plant shall be taken as Correct.</p>	Mistake in Drawing
6.	<p>The Contractor shall not, without consent in writing of the Engineer or Purchaser, which shall not be unreasonably withheld, assign or sublet his Contract or any substantial part thereof other than for raw materials for minor details, or for any part of work of which the makers are named in the Contact provided that any such consent shall not reliever the contractor from any obligation or responsibility under the Contact.</p>	Subletting of Contract

	<p>fulfilling any of his obligations or guarantee 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 if and the Engineer confirms his instructions. The Contractor's obligations and guarantees shall be modified to such an extent as may be justified. The difference of cost, if any, occasioned by any such variation shall be added to or be deducted from the Contract-price as the case may require. The amount of such difference in any shall be ascertained and determined in accordance with the rates specified in the Schedules of prices, so far as the same may be applicable and where the rates are not contained in the said Schedules or are not applicable they shall be settled by the Engineer and Contractor Jointly, as far as possible, before such variations are carried out: Provided that the Purchaser shall not become liable for the payment of any charge in respect of any such variations, unless the instruction for the performance of the same shall have been given in writing by the Engineer.</p> <p>In the event of the Engineer requiring any variations such reasonable and proper notice shall be given to the Contractor as will enable him to make his arrangements accordingly, and in case where goods or material have already been prepared or any design drawing, or patterns have been made or works done that required to be altered the Engineer shall show such compensation in respect thereof as he shall consider reasonable.</p> <p>Provided that no such variations shall except with the consent in writing of the Contractor, be such as will involve an increase or decrease of the total price payable under the contract by more than 10% (Ten percent) thereof.</p> <p>In every case in which the Contractor shall receive instructions from the Engineer for carrying out any work which either then or later will in the opinion of the Contractor involve a claim for additional payment, the Contractor shall as soon as reasonably possible after the receipt of such instructions inform the Engineer of such claim for additional payment.</p>	
13.	<p>If the Contractor shall neglect to execute the work with due diligence and expedition, or shall refuse or neglect to comply with any reasonable orders given to him in writing by the Engineer in connection with the work, or shall contravene any provision of the Contract, the purchaser may give seven day's notice in writing to the Contractor, to make good the failure, neglect or contravention complained of and if the Contractor shall fail to comply with the notice within a reasonable time from the date of service thereof in the case of a failure, neglect or contravention capable of being made good within that time, then and in such case if the Purchaser shall think fit, it shall be lawful for him to take the manufacture of supply plant wholly, or in part out of the Contractor's hands and give it to another person on contract at a reasonable price or provided any other materials, tools tackles or labour for the purpose of completing the work, or any part thereof, and in that event the Purchasers shall, without being responsible to the Contractor for fair wear and tear of the same have free use of all the materials, tools or other things which may be on the site, for use at any time in connection with the work to the exclusion of any right of the Contractor over the same and the Purchaser shall be entitled to retain and apply any balance which may be otherwise due on the Contract by him to the Contractor or such part thereof as may be necessary to the payment of the cost of manufacturer or supply of such plant as aforesaid.</p> <p>If the Cost of executing the work as aforesaid shall exceed the balance due to the Contractor, and the Contractor fails to make good the deficiency the Purchaser may recover it from the Contractor in any lawful manner or the Purchaser may sell the said materials, tools tackle or other things belonging to the Contractor, and the proceeds of such sale shall be applied towards the payment of such deficiency and the costs of and incidental to such sale and any balance remaining after crediting the same shall be paid to the Contractor on the certificate of the Engineer, provided that when all expenses cost and charges incurred in the completion of the work are paid by the Contractor all such material, tools tackles or other things remaining unsold shall be removed by the Contractor.</p>	Negligence
14.	<p>If the Contractor shall die or commit any act of Bankruptcy, or being a corporation commence to be wound up except for reconstruction purpose or carry on its business under a Receiver the executors, successors or other representative in law of the estate of the contractor or any such receiver, liquidator, or any person in whom the contract may become vested shall forthwith give notice thereof in writing to the purchaser and shall</p>	Death/ Bankruptcy to

	<p>for one 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 unexecuted. In the event of stoppage of the work period of the option under this clause shall be fourteen days only Provided that, should the above option not be exercised, the contract may be determined by the Purchaser the same power which he would have under the last preceding clause if the work had been taken out of the contractor's hands under the clause.</p>	
<p>15.</p>	<p>The Engineer, and his duly authorized representatives, shall have at all reasonable times access the Contractor's premises, and shall have the power at all reasonable times to inspect and examine the materials workmanship of the plant during its manufacture there, and if part of the plant is being manufactured on other premises the Contractor shall obtain for the engineer and for his duly authorized representatives permission to inspect it as if the plant was manufactured on the contractor's own premises.</p> <p>The Engineer shall, on giving seven day's notice in writing to the contractor setting out any grounds of objections which he may have in respect of the work be at liberty to reject al or any part or workmanship connected with such work which, in his opinion, are not in accordance with the contract, or are in his opinion defective for any reason whatsoever: Provided that, if such notice be not sent to the contractor within reasonable time after the ground upon which such notice is based have come to the knowledge of the Engineer he shall not be entitled to reject the said plant or workmanship on such grounds. Unless specifically provided otherwise all test shall be made at contractor's works before shipment.</p> <p>The Contractor shall, if required give the engineer notice of any materials being ready for testing. And the Engineer or his said representative, if so desired shall on giving twenty four hour's previous notice in writing to contractor attend at the Contractor's premises within seven days of the date on which the material is notified as being ready; failing which visit the Contractor may proceed wit the tests, which shall be deemed to have been made in engineers Presences and he shall forthwith forward to the Engineer duly certified copies of the tests in duplicate.</p> <p>In all cases where the contractor provides for tests whether at the premises of the contractor or of any sub-contractor, the Contractor except where otherwise specified, shall provide, free of charge such labour, materials, electricity , fuel water, stores apparatus and instruments as may reasonably be demanded to carry out efficiently such test of the, plant in accordance with the Contract and shall give facilities to the Engineer or to his authorized representative to accomplish such testing.</p> <p>If all special tests other than those specified in the contract are required they shall be paid for by the Purchaser a "variation" under clause 12.</p> <p>When the tests have been satisfactorily completed at the Contractor's works the Engineer shall issue a certificate to that effect.</p> <p>In all cases where the Contract provides for tests on the site the Purchaser, except otherwise specified, shall provide free of charge, such labour, materials, electricity, fuel, water, stores apparatus and instruments as may be requisite from time to time and as may reasonably be demanded, efficiently to carry out such tests of the plant or workmanship in accordance with the Contract.</p> <p>In case of Contractor requiring electricity for test on site such electricity shall be supplied to the Contractor in the most convenient form available.</p>	<p>Inspection and testing</p> <p>Test Contractor premises at</p> <p>Test on site</p>
<p>16.</p>	<p>The plant of material shall not be forwarded until shipping dispatch instructions shall have been given to the Contractor.</p> <p>Notification of delivery or dispatch in regard to each and every consignment shall be made to the Purchaser immediately after dispatch or delivery. The supplier shall further supply to the consignee a priced invoice and packing account of all stores delivered or dispatched by him. All packages, containers, bundles and loose materials forming part of each and every consignment shall be described fully in the packing account, and full details of the contents of packages and quantity of materials shall be given to enable the consignee to check the stores on arrival at destination.</p>	<p>Delivery of Plant</p>

17.	<p>Suitable access to and possession of the site shall be afforded to the Contractors by the purchaser in reasonable time, and the purchaser shall have any foundations to be provided by him ready when required by the Contractor. Where a crane is available, its safe lifting capacity shall be stated in the specification, and it shall be available for free use of the Contractor until the plant is taken over.</p> <p>The work, so far as it is carried out on the purchaser's premises, shall be carried out at such time as the purchaser may approve, and so as may not interfere unnecessarily with the conduct of purchaser's business, but the purchaser shall give the Contractor all reasonable facility for carrying out the work.</p> <p>No person other than Contractor, Sub-contractors and workmen and the Contractor's duly authorized agents shall except with the special permission in writing, of the Engineer or his representative, be allowed to do any work on the site in connection with the erection of work but access to the works shall at all times be accorded to the Engineer and his representatives and other authorized officials or representative of the purchaser.</p> <p>The Contractor shall permit the execution of work by the other contractor or tradesman whose name shall have been previously communicated in writing to the Contractor by the Engineer, and afford them every facility for the execution of their several works simultaneously with his own.</p> <p>The purchaser shall provide all the unskilled labor and facility necessary for the execution of work included in the Contract unless otherwise specified.</p>	<p>Access to Site and work on site</p> <p>Only applicable to complete erection contract</p>
18.	<p>All the work shall be carried out under the direction and to the responsible satisfaction of the Engineer. If supervision of the erection for complete erection is included in the Contract the Contractor shall be responsible for the correctness of the positions, levels and levels and dimensions of the work according to the drawings, notwithstanding that he may have been assisted by the Engineer in setting out the same.</p>	<p>Engineer's supervision Engineer Decisions</p>
19.	<p>In respect of all matters, which are left to decision of the engineer including the granting or withholding of certificates the Engineer shall if required to do, so by the Contractor given in writing a decision thereon and his reasons for such decisions. If the decision is not accepted by the contractor the matter shall at the request of the contractor be referred to arbitrations under the provision for arbitration hereinafter contained, but subject to the right of reference to arbitration such decision shall be final and binding on the Contractor.</p>	
20.	<p>If supervision of erection or complete erection is also include the contract, the Contractor shall employ at least one competent representative whose name or name shall have previously been communicated in writing to the Engineer by the Contractor to supervised the creation of the plant and carrying out to the works. The said representative, or if more than one shall be employed, then one such representative, shall be present on the site during working hours, and any written orders or instructions which the Engineer or his duly authorized representative whose name shall have previously been communicated in writing to the Contractor may give to the said representative of the Contractor shall be deemed to have been given to the Contractor.</p> <p>The Engineer shall be at liberty to object to any representative or person employed by the Contractor in the execution of or other wise about the work who shall in his opinion misconduct himself or be incompetent or negligent and the Contractor shall remove the so subjected to upon receipt of notice from the engineer in writing requiring him to do so and shall have provide in his place a competent representative at the Contractor's expense.</p> <p>The purchaser shall provide suitable living accommodation on the site for the use of Contractor's representative unless the Contractor exempts him from his liability.</p>	<p>Contractors representative and workman</p>
21.	<p>The contractor shall be responsible for loss, damage or depreciation of the plant until the same is taken over under clause 35 or is deemed under that clause to have been taken over provided always that the Contractor shall not be responsible for any such loss, damage depreciation occurring during such period that the plant is operated by the Purchaser's staff prior to being taken over in accordance with clause 35.</p> <p>Until the plant is taken over is deemed to have been taken over as aforesaid, the Contractor shall also be liable for and shall indemnify the Purchaser in respect of all injury to persons or damage to property resulting from the negligence, of the Contractor</p>	<p>Liability accidents for and damage</p>

	<p>or his workmen or sub-Contractors or from defective designs, or work, but not from other cause.</p> <p>Provided that the Contractor shall not be liable for any loss of profit or loss of Contract on any other claim made against the Purchasers not already provided for in the Contract, not for any injury or damage caused by or arising from the acts of the Purchaser or of any other person or due to circumstance over which the Contractor has no control or shall his total liability for loss, damage or injury in this clause exceed the total value of Contract.</p> <p>The Contractor will indemnify and save harmless the Purchaser against all actions suits, claims demands costs or expenses arising in connection with injuries (other than such as may attributable to the Purchaser or his employees) suffered period to the date when the plant shall have been taken over under clause 35 hereof by persons employed by the Contractor or his sub-Contractor on the works. Whether at common law or under the Workmen's Compensation Act. 1923 or any other statute in force at the date of contract relating to the question of the liability of employers for injuries suffered by employees, and will if called upon to do so take out the necessary policy of insurance to cover such indemnity.</p> <p>In the event of any claim being made or, action brought against the purchaser involving the Contractor and arising out of the matters referred to and in respect of which the Contractor is liable under this clause, the Contractor shall be immediately notify thereof and he shall with the assistance, if he so requires, of the Purchaser but at the sole expense of the Contractor conduct all negotiation for the settlement of the same or any litigation that may arise thereof. In such case, the Purchaser shall, at the request and expense of the contractor, afford all reasonable and available assistance for any such purpose.</p>	
22.	The contractor shall insure the plant and shall keep it insured against loss by theft destruction or damage by fire, flood, undue exposure to the weather, through riot, civil commotion war or rebellion, for the full value of the Plant from the time of delivery FOR British Port until the plant is taken over under clause 35. This insurance shall cover loss by theft on site in the case of contracts where the contractor is responsible for complete erection, but not in other cases.	Replacement of defective plant or materials
23.	If during the progress of manufacture or supply of plant the engineer shall decide and notify in writing to the Contractor that the Contractor has manufactured any plant or part of plant unsound or imperfect or has supplied any plant inferior in quality to that specified the Contractor on receiving details of such defect or deficiency shall, at his own expense, within such time as may be reasonably necessary for the purpose proceed to after reconstruct, or remove such plant or part of plant. or supply fresh materials up to the standard of the Specification and in case the Contractor shall fail to do so, the purchaser may, on giving the contractor seven days notice in writing of his intending so to do, proceed to remove the work complained of, and, at the cost of the Contractor, perform all such work or supply of all such materials at the contractor's cost provided that nothing in this clause shall be deemed to deprive the Purchaser or affect any rights under the contract which he may otherwise have in respect of deficiencies.	Only applicable to complete erection contract
24.	<p>All cost, damages or expenses which the Purchaser may have paid for which under the contract the contractor is liable may be deducted by Purchaser from any moneys due or which may become due by him to the Contractor under this Contract, or may be recovered by suit or otherwise from the Contractor.</p> <p>Any sum of money due and payable to the Contractor (including security deposit returnable to him) under this Contract may be appropriated by the Purchaser and set off against any claim of the Purchaser for the payment of a sum of money arising out of or under any Contract made by the Contractor with the Purchaser.</p>	Deduction from Contract price
25.	<p>(i) Subject to any deduction with the purchaser may be authorized to make under the Contract, to any additions or deductions provided for under clause 12, the Contractor shall, on the certificate of the Engineer, be entitled to payment as follows.</p> <p>(a) Eighty percent of the F.O.R. contract value of the plant in rupees in receipt by the Purchaser of the Contractor's invoice giving the number and date of the railway receipt covering the dispatch of the plant from the Indian Port</p>	Terms of Payment

	<p>and of the advice note giving case number and contents, together with a certificate by the contractor to the effect that the plant detailed in the said advice note has actually been dispatch under the said railway receipt and that the Contract value of the said plant so dispatched is not less than the amount entered in the invoice.</p> <p>(b) Ten percent of the F.O.R. contract value of the plant on satisfactory completion of test and taking over of the plant.</p> <p>(c) Ten percent of the FOR contract value of the plant at the end of twelvemonth from the date of taking over.</p> <p>(d) For the erection of the plant in proportion of the progress of the work on the receipt by the Purchaser of monthly invoices submitted by the Contractor supported by the certificates of the Engineer.</p> <p>(ii) If at the time at which the last installment becomes payable there are minor defects in the plant which are not of such importance as to effect the full commercial use of the plant, then the Purchaser shall be entitled to retain such part of the installments as represents the cost of making good such minor defects, and any sum so retained shall subject to the provisions of clause 30, become due upon such minor defects being made good.</p> <p>(iii) If the Purchaser desires that the plant or any portion should not be dispatched by the contractor when it is due to dispatch, the contractor shall store such plant or portion at his works and be responsible for all risk. For such storage the Purchaser shall pay to the contractor at a rate to be mutually agreed upon between the parties, but not exceeding 5s (five shillings) per ton per week payable quarterly plus interest at 1 percent per annum above the current rate of the State Bank of India, on 80 per cent of the contract value of the plant or portion there of so stored, for the period from the date of which the said plant or portion becomes due and is ready for shipment up to the date on which it is actually shipped.</p> <p>25A- In the event of the supplier contractor /company /not being able to supply the materials or to carry out works in accordance with the terms of this contract the Govt. / Purchaser / Owner shall have the right to recover any sums advance in accordance with the clause 25 from the supplier/ contractor / company and from his/ its assets.</p>	
26.	<p>In any case where the contract price includes a provisional sum to be provided by the Contractor for meeting the expenses of extra work or for work to be done or material to be supplied by a sub-contractor, such sum shall be expended or used, either wholly or in part, or be not used, at the discretion of the Engineer and entirely as he may decide and direct. If no part or only a part thereof be used, the whole or the part not used as the case may be, shall be deducted from the Contract price. If the sum used is more than such provisional sum the Contractor shall pay the excess. In the case of materials supplied or work done by a sub-contractor, the total of the net sum paid to the sub-contractor on account of such materials or works and a sum equal to 10 percent of such net sums allowed as Contractor's profit shall be deemed to be the sum used. Note of the works or articles to which such sum of money refers shall be done or purchased without the written order of the Engineer. The Contractor shall allow the sub-Contractors every facility for the supply of materials or execution of their several works simultaneously with his own and shall, within fourteen days after the Engineer has requested him in writing to do so, pay the dues of such sub-contractors on account of such materials or works : PROVIDED ALWAYS that the Contractor shall have no responsibility with regard to such works or articles unless he shall have no previously approved the sub-contractor and/or the material or plant to be supplied.</p>	
27.	<p>(i) Every application to the Engineer for a certificate must be accompanied by a detailed invoice (in duplicate) setting forth in the order of the Schedule of prices, particulars or the work and the certificates as to such plant as in the reasonable operation of the Engineer, in accordance with the Contract shall be issued within fourteen days if possible or for other than the first payment within such time of application for the same as is reasonably necessary for communication with the site.</p> <p>(ii) The Engineer may, by any certificate make any correction or modification in any previous certificate, which shall have been issued by him and payment shall be</p>	<p>Certificate of Engineer</p>

	regulated and adjusted accordingly.	
28.	Payment shall be due and payable by the purchaser in accordance with the provisions of clause no. 25 here to at the end of the month following that in which invoice for the amounts due together with necessary documents are received by the Purchaser, provided that the Purchaser shall not be bound to make any payment under clause (a) of clause 25 unless the amount of such payment represent at least 8% of the total contract value of the plant.	Due date of payment
29.	(i) No certificate of the Engineer on account, nor any sum paid account by the Purchaser nor any extension of time granted under clause 31 shall affect or prejudice under the law or relieve the Contractor of his obligations for the due performance of the Contract, or be interpreted as approval of the work done and material manufactured or supplied. (ii) No certificate of the Engineer shall create liability in the Purchaser to pay for any alteration, variations or additions not ordered in writing by the Engineer, or absolve the Contractor of his liability for the payment of damages whether due ascertained or certified or not or of any such against the payment of which he is bound to indemnify the Purchaser nor shall any such certificate not the acceptance by him of any sum paid on account or other wise affect or prejudice the rights of the Contractor against the Purchaser, either under this Agreement or under the law.	Certificate not to effect rights of the purchaser of contractor
30.	The Purchaser shall pay to the Contractor all reasonable expenses incurred by Contractor by reason of suspension of the work of delay in shipment by order in writing of the Purchaser of the Engineer unless such suspension or delay shall be due to some default on the part of the Contractor or Sub-contractor.	Suspension of Works
31.	The time given to the Contractor for the dispatch or delivery shall be reckoned from the date of receipt by the Contractor of the order together with all necessary information and drawings to enable the work to be put in hand. In all cases in which progress shall be delayed by strikes, lockouts, fire accidents, materials delays in approval of drawings or any cause whatsoever beyond the reasonable control of the Contractor, and whether such delays or impediment shall occur before or after the time or extended time, for dispatch, erection or completion, a reasonable extension time shall be granted.	Extension of time for Completion
32.	If the Contractor shall fail in the due performance of his Contract within the time fixed by the contractor any extension thereof the contractor agrees to accept a reduction of the contract price by half per cent per week reckoned on the contract value of such portion only of the plant as cannot in consequence of the delay be used commercially and efficiently during each week between the appointed or extended time as the case may be and the actual time of acceptance under clause 35, and such reduction shall be in full satisfaction of the Contractor's liability for delay but shall not in any case exceed 10 percent of the contact value of such portion of the plant.	Price Reduction Clause
33.	Whenever possible all tests shall be carried out before shipment, should, however, it is necessary for the final test as to performance and guarantee to be held over until the plant is erected at site, they shall be carried out in presence of Contractors representative within one month of completion of erection. If the result of these tests shall not come within the margin specified the test shall, if required, be repeated within one month from the plant is ready for re test, and the Contractor shall re-pay to the Purchaser all reasonable expenses to which he may put up by such tests.	Test on completion
34.	If the completed plant or any portion thereof, before it is taken over under clause 35 be found to be defective, or fails to fulfill the requirement of the Contract, the Engineer shall give the Contractor notice setting forth particulars of defects or failure, and the Contractor shall forthwith make the defective plant good, or alter the same to make it comply with the requirement of Contract. If the Contractor fails to do so within a reasonable time the Purchaser may reject and replace, at the cost of the Contractor the whole or any portion of the plant, as the case may be, which is defective or fails to fulfill the requirements of the Contract such requirement shall be carried out by the Purchaser within a reasonable time, and a reasonable price, and where reasonably possible to the same specification, and under competitive condition, In case of such replacement by the Purchaser the Contractor shall be liable to pay the Purchaser the extra cost if any, of such replacement delivered and/or erected as provided for in the original Contract, such extra cost being the	Rejection of Defective Plants

	ascertained difference between the price paid by the Purchaser, under the provision above mentioned, for such replacement and the Contract in respect of such defective plant. If the Purchaser does not so replace the rejected plant within a reasonable time, the Contractor shall be liable only to repay to the Purchaser all moneys paid by the Purchaser to him in respect of such plant. In the event of such rejection the Purchaser shall be entitled to the use of the plant in a reasonable and proper manner for a time reasonable sufficient to enable him to obtain other replacement plant. During the period the rejected plant is used commercially the Contractor shall be entitled to reasonable sum as payment for such use.	
35.	<p>Where the specification calls for performance test before shipment and these have been successfully carried out, the plant shall be accepted and taken over when it has been satisfactorily put into operation on site or within one month of its being ready to be put into operation, whichever shall be the earlier and the Engineer shall forthwith issue a taking over certificate.</p> <p>In the event of final or any outstanding tests being held over until the plant is erected such taking over Certificate shall be issued subject to the results of such final or outstanding test shall be carried out in accordance with clause 33.</p>	Taking over
36.	<p>For a period of 24 (twenty four) calendar months commencing immediately from the date on which the plant is taken over is deemed to have been taken over under clause 35 (called the maintenance period), the Contractor shall remain liable to replace any defective parts that may develop in plant of his own manufacture or those of his sub-contractors approved under clause 6, under conditions provided for by the Contract under proper use and arising solely from faulty design, materials or workmanship: PROVIDED ALWAYS the such defective parts as are not repairable at site and are not essential in the meantime to the maintenance in commercial use of the plant, are promptly returned to the Contractor's work at the expense of the Contractor otherwise arranged.</p> <p>If it become necessary for the Contractor to replace or renew any defective parts of the plant under this clause shall apply to the parts of the plant so replaced or renewed until the expiration of six months from the date of such replacement or renewal or until the end of the above mentioned period of twelve months whichever may be the latter.</p> <p>If any defects be not remedied within a reasonable time the Purchaser may proceed to do the work at the Contractor's risk and expense, but without prejudice to any other rights, which the Purchaser may have against the Contractor in respect of such defects. The repaired or new parts will be delivered in accordance with clause 10. The Contractor shall bear reasonable cost of minor repair carried out on his behalf as site.</p> <p>At the end of the maintenance period the Contractor's liability shall cease. In respect of goods not covered by the first paragraph of this clause the purchaser shall be entitled to the benefit of any guarantee given to the Contractor by the original supplier or manufacturer of such goods.</p>	Maintenance
37.	<p>The purchaser shall throughout the continuance of the contract and in respect of all matters arising in the performance thereof, serve all notices and obtain all consents way-leave, approval and permission required in connection with regulations and by laws of any local or other authority which shall be applicable by the works.</p> <p>All work shall be executed in accordance with the Indian electricity Rules, 1956 and any statutory modifications thereof wherever applicable unless otherwise agreed to in writing by the engineer.</p>	Regulations of Local Authority
38.	<p>If any dispute difference or controversy shall at any time arise between the contractors on the one hand and the UPCL and the Engineer of the contract on the other touching the contract, or as to the true construction. Meaning and intent or any part or condition of the same or as to the manner of execution. Or as to the quality or description of the payment for the same or as to the true intent, meaning, interpretation construction or effect of the clauses of the contract, specifications or drawings or any of them, or as to any thing to be done committed or suffered in pursuance of the contract or specification, or as in the mode of carrying the contract into effect, or as to the breach or alleged breach, of the contract, or as to any claims on account of such breach or alleged breach, or as to obviating or compensating for the commission of any such breach or alleged breach, or as the obviating or compensating for the commission of any such breach, or as to and whether before or during the progress or after the completion of the Contract, such question difference or dispute shall be referred for adjudication to the chairman, UPCL or to any other person nominated by him in this behalf and his decision in writing shall be final, binding and conclusive. This submission shall be deemed to be a submission to arbitration within the meaning of the Indian Arbitration Act 1940 or any statutory</p>	Arbitration

	<p>modification thereof. The arbitrator may from time to time with consent of the parties enlarge the time for making and publishing the award.</p> <p>Upon every or any such reference the costs of an incidental to the reference and awards respectively shall be at the discretion of the arbitrator, who shall be competent to determine the amount thereof or direct the same to be taxed as between solicitor client or as between party and party and to direct by whom and to whom and in what manner the same shall be borne and paid.</p> <p>Work under the contract shall, if reasonably possible, continue during the arbitration proceedings no payments due or payable by the Board shall be withheld on account of such proceedings. In case of refusal/neglect by such nominee, Chairman UPCL may nominate another person in his place.</p> <p>Any action taken or proceedings initiated on any of the terms of this agreement shall be only in the Court of Competent jurisdiction under the High court of judicature at Nainital.</p>	
39.	The Contract shall in all respect be construed and operated as a Contract as defined in the Indian Contract Act, 1972, and all payments there under shall be made in rupees unless otherwise specified.	Construction of Contract
40.	The marginal notes to any clause of this Contract shall not affect marginal or control the construction of such clause.	