

SECTION-GPC
GENERAL PURCHASE CONDITION

1.0 DEFINITION OF TERMS

- 1.1 The Contract' means the agreement entered into between Owner and Contractor as per the Contract Agreement signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.2 'Owner' shall mean the Power Finance Corporation Limited., New Delhi, India (A Government of Undertaking) having its Corporate office at "Urjanidhi" 1 Barakhamba Lane, Connaught Place, New Delhi – 110 001 and shall include their legal representatives, successors and assigns
- 1.3 'Contractor' or 'Manufacturer' shall mean the Bidder whose bid will be accepted by the Owner for the award of the Works and shall include such successful Bidder's legal representatives, successors and permitted assigns.
- 1.4 'Sub-Contractor' shall mean the person named in the Contract for any part of the Works or any person to whom any part of the Contract has been sublet by the Contractor with the consent in writing of the Engineer and will include the legal representatives, successors and permitted assigns of such person.
- 1.5 'Engineer' shall mean the officer appointed in writing by the Owner to act as Engineer from time to time for the purpose of the Contract by the Owner.
- 1.6 'Consulting Engineer'/ 'Consultant' shall mean any firm or person duly appointed as such from time to time by the Owner.
- 1.7 The terms 'Equipment', 'Stores', and 'Materials' shall mean and include equipment, stores and materials to be provided by the Contractor under the Contract.
- 1.8 'Works' shall mean and include the furnishing of equipment/materials at site and if required, supervision of unloading, storage, handling at site, erection, testing & commissioning and putting into satisfactory operation as defined in the Contract.
- 1.9 'Specifications' shall mean the Specifications and Bidding Document forming a part of the Contract and such other Schedules and drawings as may be mutually agreed upon.
- 1.10 'Site' shall mean and include the land and other places on, into or through which the Works and the related facilities are to be erected or installed and any adjacent land, paths, street or reservoir which may be allocated or used by the Owner or Contractor in the performance of the Contract.
- 1.11 The term 'Contract Price' shall mean the price quoted by the Contractor in his bid with additions and/or deletions as may be agreed and incorporated in the Letter of Award, for the entire scope of the works.
- 1.12 'Manufacturer's Works' or 'Contractor's Works' shall mean the place of Works used by the manufacturer, the Contractor, their collaborators/associates or Sub-Contractors for the performance of the Contract.
- 1.13 'Inspector' shall mean the Owner or any person nominated by the Owner from time to time, to inspect the equipment, stores or Works under the Contract and/or the duly authorised representative of the Owner.
- 1.14 'Notice of Award of the Contract' / 'Letter of Award' / 'Telex of Award' shall mean the official notice issued by the Owner notifying the Contractor that his bid has been accepted.

- 1.15 'Date of Contract' shall mean the date on which Notice of Award of Contract/Letter of award has been issued.
- 1.16 'Month' shall mean the calendar month. 'Day' or 'Days' unless herein otherwise expressly defined shall mean calendar day or days of 24 hours each.
A 'Week' shall mean continuous period of 7 (seven) days.
- 1.17 'Writing' shall include any manuscript, type written or printed statement, under or over signature and/or seal as the case may be.
- 1.18 When the words 'Approved', 'Subject to Approval', 'Satisfactory', 'Equal to', 'Proper', 'Requested', 'As Directed', 'Where Directed', 'When Directed', 'Determined by', 'Accepted', 'Permitted', or words and phrases of like importance are used the approval, judgment, direction etc., is understood to be a function of the Owner/Engineer.
- 1.19 Test on completion shall mean such tests as prescribed in the Contract to be performed by the Contractor before the work is taken over by the Owner.
- 1.20 Start up' shall mean the time period required to bring the equipment covered under the Contract from an inactive condition, when construction is essentially completed, to the state ready for trial operation. The start up period shall include preliminary inspection and checkout of equipment and supporting sub-system, initial operation of the complete equipment covered under the Contract to obtain necessary pre-trial operation data, perform calibration and corrective action, shut down, inspection and adjustment prior to the trial operation period.
- 1.21 'Initial operation' shall mean the first integral operation of the complete equipment covered under the Contract with the sub-system and supporting equipment in service or available for service.
- 1.22 'Trial operation', 'Reliability Test', 'Trial Run', 'Completion test', shall mean the extended period of time after the start up period. During this trial operation period the unit shall be operated over the full load range. The length of Trial Operation shall be as determined by the Engineer, unless otherwise specified elsewhere in the Contract.
- 1.23 'Performance and Guarantee Test' shall mean all operational checks and tests required to determine and demonstrate capacity, efficiency, and operating characteristics as specified in the Contract Documents.
- 1.24 The term 'Final Acceptance' shall mean the Owner's written acceptance of the Works performed under the Contract, after successful commissioning/completion of Performance and Guarantee Tests, as specified in the accompanying Technical Specifications or otherwise agreed in the Contract.
- 1.25 Commercial Operation' shall mean the condition of operation in which the complete equipment covered under the Contract is officially declared by the Owner to be available for continuous operation at different loads up to and including rated capacity. Such declaration by the Owner, however, shall not relieve or prejudice the Contractor of any of his obligations under the Contract.
- 1.26 'Warranty Period'/'Maintenance Period' shall mean the period during which the Contractor shall remain liable for repair or replacement of any defective part of the Works performed under the Contract.
- 1.27 'Latent Defects' shall mean such defects caused by faulty design, material or workmanship which cannot be detected during inspection, testing etc. based on the technology available for carrying out such tests.

2.0 SUBMISSION OF BIDS

- 2.1 The entire process of bidding shall be through e-procurement/e-tendering at <https://www.tcil-india-electronictender.com>. If any brochures / specifications relating to items is required, in such case their scan copy to be uploaded in technical bids. Bids submitted online at above web site shall only be considered.

3.0 SIGNATURE OF BIDS

- 3.1 The bid must contain the name and place of business of the person or persons making the bid and must be signed and sealed by the Bidder with his usual signature. The names of all persons signing should also be typed or printed below the signature.
- 3.2 Bid by a partnership must be furnished with full names of all partners and be signed with the partnership name, followed by the signature(s) and designation(s) of the authorized partner(s) or other authorized representative(s).
- 3.3 Bids by Corporation/Company must be signed with the legal name of the Corporation/Company by the President, Managing Director or by the Company Secretary or other person or persons authorized to bid on behalf of such Corporation/Company in the matter.
- 3.4 Satisfactory evidence of authority of the person signing on behalf of the Bidder shall be furnished with the bid.
- 3.5 The Bidder's name stated on the proposal shall be the exact legal name of the firm.

4.0 SEALING AND MARKING OF BIDS

- 4.1 The envelope containing banker's cheque/ demand draft on a/c of tender cost fee and EMD shall indicate the name and address of the Bidder to enable the envelope to be returned unopened in case it is declared "late" or "rejected". The envelope should bear the name of Tender, the reference number, and the words "**DO NOT OPEN BEFORE 00.00.18**".
- 4.2 If the outer envelope is not sealed and marked as per above, the Owner will assume no responsibility for the bid's misplacement or premature opening.

5. DEADLINE FOR SUBMISSION OF BIDS

- 5.1 **Bids submitted by fax/telegram/ Hard copy (physical form) will not be accepted.** No request from any Bidder to the Owner to collect the proposal from airlines, cargo agents etc. shall be entertained by the Owner.
- 5.2 Envelopes containing banker's cheque/demand draft on a/c of tender cost fee and EMD Bids and PASS PHRASE created by bidders must be received by the Owner at the address specified above, not later than the time & date mentioned in the Invitation to Bid.
- 5.3 The Owner may, at its discretion, extend this deadline for the submission of bids by amending the Invitation to Bid/ RFP, in which case all rights and obligations of the Owner and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

6.0 LATE BIDS

- 6.1 Any envelopes containing baker's cheque/demand draft on a/c of tender cost fee and EMD and PASS PHRASE created by bidder received by the Owner after the time & date fixed or

extended for submission of bids prescribed by the Owner, will be rejected and/or returned unopened to the Bidder.

7.0 EARNEST MONEY DEPOSIT (EMD) / BID GUARANTEE

7.1 Each bid shall be accompanied by a Bid Guarantee amounting to **Rs.-----/-** in the form of bank draft/ Banker's Cheque in favour of Power Finance Corporation Ltd., New Delhi, payable at New Delhi from a Nationalized Bank or a reputed commercial bank or an irrevocable bank guarantee issued from any nationalized bank or reputed commercial bank in favour of Power Finance Corporation Ltd., New Delhi in the Performa enclosed as Appendix –III.

7.2 Any bid, not accompanied by the bid guarantee is able to be rejected by the Owner as non-responsive.

7.2.1 Bid Guarantee of the unsuccessful bidder shall be returned after the unconditional acceptance of the Purchase Order by the successful bidder.

7.2.2 The bid guarantee of the successful bidder shall be returned after the said bidder submits the contract performance guarantee in specified form and its acceptance.

7.2.3 The Bid Guarantee may be forfeited without any notice or proof of damages etc.

(a) If a Bidder withdraws its bid during the period of bid validity specified by the bidder on the Bid form.

Or

(b) In the case of a successful Bidder if the Bidder fails:

(i) To accept Letter of Award/Purchase Order incorporating the agreements reached during pre-award discussion unconditionally.

(ii) To furnish Contract Performance Guarantee in accordance with Clause **29.0**.

7.2.4 No interest will be payable by the owner on the above bid guarantee.

8.0 MODIFICATION AND WITHDRAWAL OF BIDS

8.1 No bid may be modified subsequent to the deadline for submission of bids.

8.2 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Form. Withdrawal/modification of a bid during this interval may result in the forfeiture of bid security.

9.0 Language of Bid

9.1 The bid prepared by the Bidder and all correspondence and documents relating to the bid, exchanged by the Bidders and the Owner, shall be written in the English language, provided that any printed literature furnished by the Bidder may be written in another language so long as accompanied by an English translation of its pertinent passages. Failure to comply with this may disqualify a bid. For the purpose of interpretation of the bid, the English translation shall govern.

10.0 INFORMATION REQUIRED WITH THE PROPOSAL

10.1 The following information shall be required with technical bid in the form of scanned copies, if required.

- 10.2 The complete information shall be provided by the Bidder in the form of separate sheets, drawing, catalogues, etc.
- 10.3 Oral statements made by the Bidder at any time regarding quality, quantity or arrangement of the equipment or any other matter will not be considered.
- 10.4 Standard catalogue pages and other documents of the Bidder may be used in the bid to provide additional information and data as deemed necessary by the Bidder.
- 10.5 In case the 'Bid Proposal' information contradicts RFP requirements, the RFP requirements will govern, unless otherwise brought out clearly in the technical/commercial deviation schedules.

11 OPENING OF BIDS BY THE OWNER

- 11.1 The Bids shall be opened through e-tendering by the Owner on any date after the last date fixed for Bid receipt as specified in Invitation of Bids or in the case any extension has been given thereto, after the extended Bid submission date notified to all Bidders.
- 11.2 The Bidders' names, bid prices, modifications, bid withdrawals and the presence or absence of the requisite bid guarantee and such other details as the Owner, at its discretion may consider appropriate, will be announced during opening of bids.
- 11.3 No electronic recording devices will be permitted during bid opening.

12.0 CLARIFICATION OF BIDS

- 12.1 To assist in the examination, evaluation and comparison of bids the Owner may, at its discretion, ask the Bidder for clarification of its bid. The request for clarification and the response shall be in writing and no change in the price or substance of the bid shall be sought, offered or permitted.

13.0 PRELIMINARY EXAMINATION

- 13.1 The Owner will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.
- 13.2 Arithmetical errors will be rectified on the following basis: If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail. If the Bidder does not accept the correction of the errors as above, his Bid will be rejected and the amount of Bid Guarantee forfeited.
- 13.3 The Bidder should ensure that the prices furnished in various price schedules are consistent with each other. In the case of any inconsistency in the prices, furnished in the specified price schedules to be identified in Bid Form for this purpose, the Owner shall be entitled to consider the highest price for the purpose of evaluation and for the purpose of award of Contract use the lowest of the prices in these schedules.
- 13.4 Prior to the detailed evaluation, the Owner will determine the substantial responsiveness of each bid to the RFP. For the purpose of these Clauses, a substantially responsive bid is one which conforms to all the terms and conditions of the RFP without material deviations. A material deviation is one which affects in any way the prices, quality, quantity or delivery period or which limits in any way the responsibilities or liabilities of the Bidder of any right

of the Owner as required in these RFP documents and specifications. The Owner's determination of a bid's responsiveness shall be based on the contents of the bid itself without recourse to extrinsic evidence.

- 13.5 A bid determined as not substantially responsive will be rejected by the Owner and may not subsequently be made responsive by the Bidder by correction of the non-conformity.

14.0 PRICE

- 14.1 The Bidder shall quote Firm prices valid till the complete execution of the order.
- 14.2 The Bidder shall quote on FOR Destination basis inclusive of packing, forwarding, freight, insurance charges, taxes & duties, installation charges, testing and commissioning charges etc, if any.
- 14.3 The Bidder shall quote, item wise, unit and lot prices for all the material and services (if any).

15.0 TAXES AND DUTIES

- 15.1 All the Bidders are requested to familiarize themselves with the laws, rules and regulations prevailing in India and consider the same while developing and submitting their Proposal.
- 15.2 All Customs duties, Excise Duties, GST, Labour Welfare Cess and other levies payable by the bidder on goods, equipment's, components, Sub-assemblies, raw materials & any other items used for their consumption or dispatched directly to owner by the contractor or their sub-suppliers shall be included in the bid price & any such taxes, duties, levies additionally payable will be to bidder's account & no separate claim on this account will be entertained by the owner.
- 15.3 The Contractor shall be liable and pay all non-Indian taxes, duties, levies, lawfully assessed against the Owner or the Contractor in pursuance of the Contract. Tax liability, if any, on Contractor's personal income & property shall be borne by the Contractor and shall be the responsibility of the Contractor as per Tax Laws of India.
- 15.4 PFC shall be entitled to deduct applicable tax (if any) at source as per Indian Laws from all payments due to the Contractor under the contract.
- 15.5 As regards the Indian Income Tax, surcharges on Income Tax and any other Corporate tax, PFC shall not bear any tax liability, whatsoever, irrespective of the mode of contracting. The Contractor shall be liable and responsible for payment of all such taxes, if attracted under the provisions of the law. In this connection, attention of Contractors is invited to the provisions of Indian Income Tax Act and the circulars issued by the Central Board of Direct Taxes, Government of India.
- 15.6 If any rates of taxes/duties/levies (hereinafter called 'Tax') are increased or decreased, a new Tax is introduced, an existing Tax is abolished or any change in interpretation or application of any Tax occurs in the course of the performance of Contract, which was or will be assessed on the Contractor in connection with performance of the Contract, an equitable adjustment of the Contract Price shall be made to fully take in to account any such change by addition to the Contract Price or deduction there from, as the case may be. However, these adjustments would be restricted to direct transactions between the Owner and the Contractor and not on procurement of components/products/services etc. by the Contractor and shall also not be applicable on the bought out items dispatched directly from sub vendor's works to site.

16.0 INSURANCE

- 16.1 The bidder at his cost shall arrange, secure and maintain all insurance as may be pertinent and obligatory in terms of law to protect his interest and interests of the Owner against all perils. The responsibility to maintain adequate insurance coverage at all times till the equipment/materials "Taken Over" by the Owner shall be of Seller alone. The insurance covers to be taken by the bidder shall be in the name of Owner. The seller shall however be authorized to deal directly with the insurance company.
- 16.2 Any loss or damage to the equipment/material during handling, transportation till Sixty (60) days after the equipment/material under the contract reach Purchaser's warehouse shall be to the account of seller. The insurance policy to be taken by seller should be on warehouse to warehouse basis valid for a period of sixty days beyond the receipt of material by the Purchaser's consignee as stipulated in the Purchase Order. The seller shall be responsible for preference of all claims and make good for the damages or loss by way repairs and/or replacement of the material damaged or lost. The transfer of title shall not in any way relieve the bidder of the above responsibilities during the period of Contract.
- 16.3 The insurance required to be taken by seller shall cover all risks including war, strike, riots and civil commotion etc. The scope of such insurance shall be adequate to cover the replacement/re-installment cost of the materials delivered at site. Notwithstanding the extent of insurance cover the amount of claim available from the underwriters and the time at which claim is available from the under underwriters, the seller shall be liable to make good the full availability as per Owner's requirements.

17.0 BID CURRENCIES

- 17.1 Prices shall be quoted in Indian Rupees (Rs) only.

18.0 PERIOD OF VALIDITY OF BIDS

- 18.1 Bids shall remain valid and open for acceptance for a period of 120 days after the date set for Bid opening.

19.0 BID OPENING – E- Procurement

- 19.1 **If bid guarantee and tender cost fee not submitted by any bidder before the due date and time, then his bid shall not be opened.** The Purchaser will examine all other Bids to determine whether they are complete whether the requisite Bid Guarantees have been furnished, whether the documents have been properly uploaded, and whether the Bids are generally in order.

20.0 PROCESS TO BE CONFIDENTIAL

- 20.1 Any effort by a bidder to influence the Purchaser in the process of examination, clarification, evaluation and comparison of Bids, and in decisions concerning the award of Contract, may result in the rejection of his Bid.

21.0 CORRECTION OF ERRORS

- 21.1 Bids determined to be sub-sequentially responsive will be checked by the Purchaser for any arithmetic errors in computation and summation, Errors will be corrected by the Purchaser as follows:

- a) Where there is discrepancy between amounts in figures and in words, the amount in words will govern.

b) where there is a discrepancy between the unit rate and the total amount derived from the multiplication of the unit rate and the quantity, the unit rate as quoted will govern, unless in the opinion of the Purchaser there is an obviously gross misplacement of the decimal point in the unit rate, in which event the total amount as quoted will govern and the unit rate will be corrected.

21.2 The amount stated in the Bid Form will be adjusted by the Purchaser in accordance with the above procedure for the correction of errors and shall be considered as binding upon the bidder. If the bidder does not accept the corrected amount of Bid, his Bid will be rejected and the Bid Guarantee forfeited.

22.0 TIME SCHEDULE

22.1 The time allowed to carry out the work will be 30 days from the 7th day of written order to commence the work.

23.0 EVALUATION AND COMPARISON OF BIDS

23.1 The Purchaser will evaluate and compare the Bids previously determined to be substantially responsive to the requirements of the bidding documents, pursuant to **Clause 14.0** above.

23.2 In evaluating Bids, the Employer will determine for each Bid the evaluated Bid price by adjusting the Bid price as follows:

a) Making any corrections for errors pursuant to Clause 21.0

b) Excluding provisional sums

c) Making an appropriate adjustment for any other acceptable quantifiable deviations subject to responsiveness test at Clause 13.

23.3 Bidder shall state their Bid price for the payment schedules outlined in the specifications. Bids will be evaluated on the basis of this base price.

23.4 The purchaser reserves the right to accept or reject any variation, deviations or alternative offered. Variations, deviations, alternative offers and other factors which are in excess of the requirements of the bidding documents or otherwise result in the accrual of unsolicited benefits to the Purchaser shall not be taken into account in Bid evaluation.

23.5 GST, Labour Welfare Cess and other levies legally payable on the transaction between the Purchaser, the bidder & sub-supplier shall be taken into account for Bid evaluation.\

23.6 Bid evaluation will be carried out based on total price quoted and award shall be made on the basis of least evaluated cost to the Purchaser.

24.0 AWARD CRITERIA

24.1 The Purchaser will award the Contract to the bidder whose Bid has been determined to be substantially responsive to the bidding documents and has been determined as the lowest evaluated bid pursuant to Clause 23 above, provided further that the bidder has the capability and resources to carry out the Contract effectively.

25.0 PURCHASER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

25.1 The Purchaser reserves the right to accept or reject any e- Bid and to annul the e-bidding process and reject all e-Bids at any time prior to award of Contract, without thereby

incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidders or bidders of the grounds for the Purchaser's action.

26.0 NOTIFICATION OF AWARD

26.1 Prior to the expiry of the period of Bid validity prescribed by the Purchaser, the Purchaser will notify the successful bidder by Cable, confirmed in writing by registered letter, that his Bid has been accepted. This letter (hereinafter and in the Conditions of Contract called 'Notification of Award'/'Letter of Award') shall name the sum which the Purchaser will pay to the Contractor in consideration of the execution, completion and maintenance of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Conditions of Contract called the 'Contract Price'). Within 5 days of receipt of the 'Notification of Award'/'Letter of Award' the successful bidder shall sign and return a copy of the same to the Purchaser as acknowledgement of receipt of the same.

26.2 The Notification of Award will constitute the formation of the Contract.

27.0 DELIVERY/SHIPMENT TERMS

27.1 All the equipment/materials shall be dispatched to destination on FOR destination basis within the delivery period as stipulated in the Purchase Order/LOA.

28.0 CONTRACT PERFORMANCE GUARANTEE (CPG) / SECURITY DEPOSIT (SD)

28.1 Once the contract is awarded, the successful bidder is requested to submit Contract Performance Guarantee within 15 days of the receipt of Notification of Award from the purchaser, for faithful performance of the contract, of value equal to 10% of the contract price in the form of Contract Performance Guarantee, Bank Guarantee provided **in Appendix-II**. The contract performance bank guarantee shall be kept valid for a period of 3 months after the date of expiry of contract.

28.2 The Bank Guarantee shall be issued from (a) a Public Sector Bank or (b) a Scheduled Indian Bank.

28.3 Failure of the successful bidder to comply with the requirements of Clause 26.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Guarantee, in which case the Purchaser may make the award to the next lowest evaluated bidder or call for new Bids.

28.4 The Contract performance Guarantee amount shall be payable to the Owner without any conditions whatsoever and these guarantee shall be irrevocable.

28.5 The Performance Guarantees shall cover additionally the following guarantee to the Owner:

- a) The successful bidder guarantees the successful and satisfactory completion of contract work under the Contract as per specification and documents.
- b) The successful bidder further guarantees that the equipment's/ materials operated and maintained by him shall be free from all defects in workmanship and shall upon written notice from the Owner, fully remedy, free of expenses to the Owner such defects as developed under the normal use of the said equipment's and materials within the period of Warranty/Guarantee in the relevant clauses.

28.6 If the contractor fail to submit the CPG/SD for smaller maintenance/modernization works, than PFC shall deduct the same from the first bill submitted by the contractor.

29. LOCAL CONDITIONS

29.1 It will be imperative on each bidder to fully inform himself of all local conditions and factors which may have any effect on the performance of the Contract covered under these specifications and documents.

30.0 PAYMENT TERMS

30.1 Payments shall be made on completion of work as per the item rates finalized. Part payment shall be released to the contractor depending on the work completed as decided by GM (E&BM). PFC shall make the payment through the E-banking system & details to release payment through the E-banking shall be provided by the successful bidder.

31.0 INSPECTION –CHECKING- TESTING

All materials/equipment's manufactured by the supplier himself and/or by his sub-vendor against the purchase order shall be subject to inspection, check and/or test by the purchaser or his authorized representative at all stages and places, before, during and after his manufacturing.

Inspection by the Purchaser and/or his authorized representative or failure by the Purchaser and/or his authorized representative to inspect the material/equipment shall not relieve the supplier of any responsibility or liability.

32.0 ACCESS TO SUPPLIERS PREMISES

The Owner and/or his authorized representative shall be provided access to Vendor's and or his sub-Vendors premises, at any time during the pendency of the order for expediting, inspection, checking etc. of the progress of the work.

33.0 REMOVAL OF REJECTED GOODS AND REPLACEMENT

If upon deliver, whether inspected and approved earlier or otherwise the material/equipment is not in conformity with the specifications the same shall be rejected by the Purchaser or his duly authorized representative and notification to this effect will be issued to the Vendor normally within 30 days from the date of receipt of the material at the work/site/office.

The Supplier shall arrange removal of the rejected items within 15 days of the notice of rejection failing which the owner shall be at liberty to dispose of such rejected items in any manner as he may think fit. All expenses incurred by the Owner in disposing off the rejected items including money paid to the Supplier shall be recoverable from the Supplier.

34.0 SOURCE OF SUPPLY

The Vendor will ensure that the indigenous capacity is utilized to the fullest extent possible in execution of this order. Where imports are unavoidable, all such items shall be imported by the Vendor in good time against his own import license without affecting the contractual delivery date/delivery schedule.

35.0 PACKING AND MARKING

35.1 All goods shall be securely packed in cases, bundles, crates etc. suitable for rail / road / sea / air transport. All exposed services / connections /protrusions shall be properly protected.

35.2 All exposed parts shall be packaged with due care and the packages should bear the words "WITH CARE". The packing of the goods to be transported by rail/road/sea shall be as per the conditions laid down by the appropriate authorities and the Vendor shall obtain clean

railway/goods receipt/Bill of lading/Air way Bill in favour of the consignee without any qualifying remarks. All packages and unpackaged materials shall be marked on at least two places indicating the name of the Purchaser, Consignee, Purchase Order number, Gross and net weights and dimension with indelible paint in English, in case of bundles, metallic plates marked with the above details shall be tagged to such bundles.

35.3 All goods should be dispatched as per the relevant terms of the Purchase Order. In case any other mode of transport has to be resorted to other than that mentioned in the Purchaser Order, the same shall be done only after obtaining prior approval in writing from the Purchaser. All movements, sanctions, loading permission etc. from the Railway Authority shall be obtained by the Vendor.

35.4 The Vendor shall communicate the relevant dispatch particulars immediately on dispatch by FAX/Telex/Telegrams to the consignee as specified in the Purchase Order. The vendor shall also forward original and copies of dispatch documents to the concerned authorities as required in the Purchase Order within two days from the date of dispatch failing which the vendor shall be responsible for any delay in payments for that consignment for want of documents and consequent demurrage, and warfare and detention charges etc.

36.0 WARRANTY / DEFECT LIABILITY PERIOD

The defect liability period is for a period of **12 months** from the date of completion of work for the supplied projectors. During this period the contractor has to attend to the problems if any observed and take corrective action to resolve the same at his own cost.

37.0 LIQUIDATED DAMAGES FOR DELAY IN COMPLETION

37.1 In case of any delay in execution of the order beyond stipulated date of delivery work schedule, including any extension permitted in writing, the Owner reserves the right to recover from the vendor a sum equivalent to **0.5% (Half percent)** of the contract value for each week and thereof subject to a maximum of **5%** of the total value of the order.

37.2 Alternatively, the Purchaser reserves the right to purchase the materials/equipment from elsewhere at the risk and cost of the vendor and recover all such extra cost incurred by the purchaser in procuring the material by the above procedure.

37.3 Alternatively, the Purchaser may cancel the order completely without prejudice to his right under the alternatives mentioned above.

38.0 DEMURRAGE, WARFARE ETC.

Any demurrage, warfare or other expenses incurred after the consignment reaches the destination (railway godown or port or airport of CWC warehouse) due to delayed negotiations of dispatch documents or for any reason attributable to the seller shall be to the account of the seller/settler's Indian Agent.

39.0 FORCE MAJEURE

39.1 Definition of Force Majeure

Force Majeure means any circumstances beyond the control of the parties, including but not limited to:

- a) War and other hostilities, (whether war be declared or not), invasion, act of foreign enemies, mobilization, requisition or embargo;
- b) Ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, radioactive toxic explosives, or other hazardous properties of any explosive nuclear assembly or nuclear components thereof.
- c) Rebellion, revolution, insurrection, military or usurped power and civil war;
- d) Riot, commotion or disorder, except where solely restricted to employees of the Contractor.

40.0 SPECIFICATIONS, DRAWINGS & DATA

All drawings, data & documentation in respect of the ordered Items are an integral part of the Work Order. The Vendor will furnish all such drawings, data and documentation to the PFC. The schedule for submission of these documents by the vendor and the required no. of the copies shall be specified by the PFC. The Vendor shall ensure strict compliance with the schedule.

41.0 ADDITIONS/ALTERATIONS/MODIFICATIONS

The Owner reserves the right to make the additions/ alterations /modifications to the quantity of the items in the Purchase Order to the extent of $\pm 15\%$ of the value of the Purchase Order. Such an option shall be exercised by the Owner before completion of supplies under purchase order. The vendor shall supply such quantities also, at the same rate as originally agreed to and incorporated in the Purchase Order. If, however the additional work is at variance in design, size and specifications & is not already covered by the Purchase Order or the amendments therein, the rates for such additional work shall be negotiated & mutually agreed upon.

42.0 SUB-LETTING

The Vendor shall not sub-let, transfer or assign any part of this order without the prior written consent of the Purchaser. Copies of sub-contract order shall be forwarded to the Purchaser.

43.0 INFORMATION PROVIDED BY THE PURCHASER

All drawings data & documentation that are given to the Vendor by the Purchaser for the execution of the order shall be the property of the Purchaser. The Vendor shall not make use of any of the above documents for any other purpose at any time except for the purpose of executing the order to the Purchaser. The Vendor shall not disclose above information to any person, firm corporate body and/or authority and shall use all endeavours to ensure that the above information is kept confidential.

44.0 PATENT RIGHTS

Royalties and fees for patents covering material/equipment or process used in executing the work shall be to the account of the Vendor. The Vendor, shall satisfy all demands that may be made any time for such royalties and fees and he alone shall be liable for damages, infringement and shall keep the purchase indemnified in that regard. In the event, any equipments/material or part thereof supplied by the Vendor is involved in any suit or other proceedings held to constitute infringements, and its use is enjoyed, the Vendor, shall at his own expenses, either procure for the purchaser the right to continue the use of such equipment/material or replace it with a non-infringing material/equipment/or modify it so that it becomes non-fringing.

45.0 COMPLIANCE OF REGULATIONS

The Vendor shall warrant that all goods and services covered by the Purchase Order have been produced, sold, dispatched, delivered, tested and installed and are in strict compliance with all applicable laws, regulations including industries (development and regulations) Act 1951 and technical codes and requirements as applicable from time to time.

The Vendor should execute and deliver such documents as may be needed by the Purchaser in evidence of compliance. All laws and regulations required to be incorporated by the Purchase Order are hereby deemed to be incorporated by this reference. Any liability arising out of contravention of any of the laws in executing the order shall be the sole responsibility of the Vendor.

46.0 CONTRACTOR'S DEFAULT

46.1 Notice of Default

If the Contractor is not executing the Works in accordance with the Contract or is neglecting to perform his obligations there under so as to seriously affect the program for carrying out the Works, the Purchaser may give notice to the Contractor requiring him to make good such failure or neglect.

46.2 Nature of Contractor's Default

If the Contractor:

- a) has failed to comply within a reasonable time with a notice under **sub-clause 46.1**, or
- b) assigns the Contract or sub-contracts the whole of the Works without the Employer's written consent or
- c) becomes bankrupt or insolvent and has a receiving order made against him or compounds with his creditors, or carries on business under a receiver, trustee or manager for the benefit of his creditors or goes into liquidation.

The purchaser may, after giving 15 days notice to the Contractor terminate the Contract and expel the Contractor from this Site.

Any such expulsion and termination shall be without prejudice to any other rights or powers of the Purchaser, or the Contractor under the Contract.

The Purchaser may upon such termination complete the works himself or by any other Contractor. The Purchaser or such other Contractor may use for such completion any of the Contractor's equipment which is at the Site as he or they may think proper, and the Purchaser shall allow the Contractor a fair price for such use.

46.3 Valuation of Date of Termination

The Purchaser shall, as soon as possible after such termination, certify the value of the works and all sums then due to the Contractor as on the date of termination.

46.4 Payment after Termination

The Purchaser shall not be liable to make any further payments to the Contractor until the Works have been completed. When the Works are so complete, the Purchaser shall be entitled to recover from the Contractor the extra costs, if any, of completing the Works after allowing for any sum due to the Contractor **under Sub-clause 46.3**. If there is no such extra cost the Purchaser shall pay any balance due to the Contractor.

46.5 Effect on Liability for Delay

The Contractor's liability **under clause 34** shall immediately cease when the Purchaser expels him from the Site without prejudice to any liability there under that may have already occurred.

47.0 SALE CONDITIONS

The order would constitute an entire agreement between the two parties thereto. With the Vendor's acceptance of the provisions of the Purchase Order, he waives and considers as cancelled any of this general/special sales conditions.

48.0 CANCELLATION

The Owner reserves the right to cancel the order in part or in full by giving one week advance notice thereby if:

- a) The Vendor fails to comply with any of the terms of the order.
- b) The Vendor becomes bankrupt or goes into liquidation.
- c) The Vendor makes general assignment for the benefit of the creditors; and
- d) Any receiver is appointed for the property owned by the Vendor.

49.0 DISPUTES AND ARBITRATION

49.1 The Purchaser & Supplier shall make every effort to resolve amicably by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the Contract.

49.2 If after thirty (30) days from the commencement of such internal negotiations, the Purchaser & Supplier have been unable to resolve amicably a contract dispute, either party may require that the dispute be referred for resolution to the formal mechanism specified below.

49.3 The dispute resolution mechanism to be applied shall be as follows:

- (a) In the case of dispute between the Purchaser and bidder the dispute shall be referred to adjudication/ arbitration in accordance with Indian Laws.

49.4 The award given by the Arbitrator(s) shall be speaking award.

49.5 Work to Continue

Performance of the contract shall continue during arbitration proceedings unless the Purchaser shall order suspension. If any such suspension is ordered the reasonable costs incurred by the Contractor and occasioned thereby shall be added to the Contract Price.

49.6 No, payments due or payable by the purchaser shall be withheld on account of pending reference to arbitration.

50.0 LAW AND PROCEDURE

50.1 Applicable Law

The law which is to apply to the Contract and under which the Contract is to be constructed shall be Indian Law. The Courts of Delhi shall have exclusive jurisdiction in all the matters arising in the Contract including execution of Arbitration Award.

50.2 ACCEPTANCE OF TERMS AND CONDITIONS

The Bidder must confirm for his acceptance of the terms and conditions mentioned hereinabove and the enclosed documents. In case any clause is not acceptable to the Bidder, the same should be specifically brought out in deviation schedule given in the Bid Proposal Sheets with categorical confirmation that all other clauses are acceptable to the Bidder. If no mention is made in this regard, it shall be presumed that all clauses mentioned hereinabove are acceptable to the Bidder.