

**POWER TRANSMISSION CORPORATION OF UTTARAKHAND LTD.**

**"Vidyut Bhawan" Near ISBT Crossing,  
Sharanpur Road Majra, Dehradun-248002**

**Detailed Tender Notice/NIT**

Separately sealed tenders are invited namely Part-I (Technical proposal) & Part-II (Price Bid) from reputed and experienced firms for "Third Party Inspection of Equipments/Materials/Civil Works, Electrical Works and Technical Audit of Substations & Transmission Lines". The tender documents shall be downloaded from our internet website [www.ptcul.org](http://www.ptcul.org) against payment of cost of documents in the form of Demand Draft in favour of MD, PTCUL, Dehradun which has to be submitted together with the specified earnest money along with the Demand Draft.

Sr. No.	DESCRIPTION	
1.	Tender No.	PTCUL/Tender-04/TPI/2013-14
2.	Name of Work	"Third Party Inspection of Equipments/Materials/Civil Works, Electrical Works and Technical Audit of Substations & Transmission Lines"
3.	Completion Time	One Year from the date of issue of letter of award
4.	Tender issuing office	Superintending Engineer (C&P-I), "Vidyut Bhawan" Near ISBT Crossing, Sharanpur Road Majra, Dehradun-248002
5.	Date & Venue of Pre Bid Meeting	23.08.2013 at 11:00 AM "Vidyut Bhawan" Near ISBT Crossing, Sharanpur Road Majra, Dehradun-248002
6.	Tender Fees	Rs.5000.00+ 675.00(.TT.@ 13.5%) = Rs.5675.00 (The cost of tender documents/tender fee as above (Non refundable) shall have to be paid by crossed demand draft in favour of MD, PTCUL, Payable at Dehradun. The Cash, cheque or postal orders shall not be accepted.)
7.	EMD/ Bid Security	Rs. 1,32,000.00 in the form of Bank Demand Draft/BG in favour of MD, PTCUL payable at Dehradun
8.	<b>Starting date of issue of Bid documents.</b> The tender document may to be downloaded through website - <a href="http://www.ptcul.org">http://www.ptcul.org</a> . The non refundable tender fees in the form of DD as specified above should be sent along with the bids as specified in the bid documents.	<b>08.08.2013</b>
9.	Last date of issue of Bid Documents.	07.09.2013 upto 15:00 hrs
10.	Closing Date of receipt of Bid through Registered Post Acknowledgment due/ Speed Post	As per tender notice / corrigendum if any
11.	Address & Place of Submission of Bid supporting document	Chief Engineer(C&P)/ Superintending Engineer(C&P-I) PTCUL "Vidyut Bhawan" Near ISBT Crossing, Sharanpur Road Majra, Dehradun-248002
12.	Last date of submission of bid	09.09.2013 at 15:00 hrs.
13.	Date and Time of Opening of Technical Bid (Part-I)	09.09.2013 at 15:30 hrs.
14.	Address & place of Technical bid(Part-1) opening	"Vidyut Bhawan" Near ISBT Crossing, Sharanpur Road Majra, Dehradun-248002
15.	Type of Tender	Domestic Competitive Bidding
16.	Validity of Bid	120 days after the date of opening of technical bid (Part-I)
17.	E-mail address of the tender issuing office	<a href="mailto:gmcandp.ptcul@gmail.com">gmcandp.ptcul@gmail.com</a> <a href="mailto:dgm_candp@rediffmail.com">dgm_candp@rediffmail.com</a>

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**Other Important Instructions for Tenderers :-**

1. Before submission of the tender, the Tenderers are required to make themselves fully conversant with the scope of work, Instruction to Tenderers, General requirement etc.
2. All tenders, neatly binded, will be received in two separate parts i.e. (Technical Bid/ Part-I) & (Financial Bid/Part-II). Each part shall be in separate sealed covers as follows. The cost of tender fee and EMD shall be kept in separate envelope and clearly superscribed over the envelope "Tender Fee & EMD"
- Part-I:** Shall contain the separate envelope of tender fee & EMD alongwith technical bid/document in a sealed cover superscribed "Part-I" and name of work. The technical bid of those bidders shall be considered/opened whose tender fees and EMD found in order as per the requirement.
- Part-II :** Tender price bid only in a sealed cover superscribed "Part-II" and name of work.  
The Part-II of the tenders, belonging to only those tenders who qualify for the work on the basis of the documents supplied by them in Part-I, shall be opened.
3. The Earnest money will be returned to the tenderer if its tender is not accepted, after finalization of tender decision process.
4. The PTCUL does not bind itself to accept the lowest or any tender and reserves the right to accept or reject any or all the tenders, either in whole or in part without assigning any reasons for doing so.
5. a) Each page of the tender is required to be signed by the person or persons submitting the tender in token of his/their having acquainted himself/themselves with the terms & conditions of the tender document. Any tender with any of the documents not so signed will be rejected.  
b) The tender submitted on behalf of a firm shall be signed by all the partners of the firm or by a partner who has the necessary authority (Power of Authority) on behalf of the firm to enter into proposed contract, otherwise the tender is liable to be rejected.
6. All erasures and alterations made while filling the tender must be attested by initial of the tenderer. No advice of any change in rate or conditions after opening of tender will be entertained.
7. Tender shall remain Valid for a period of 120 days from the date of opening of the tender. If any Tenderer withdraws his tender before the said period or makes any modification in the item rates, terms and conditions of the tender which are not acceptable to the Corporation, then the Corporation shall, without prejudice to any right or remedy, be at liberty to forfeit the said earnest money.
8. The rates shall be quoted by the bidder on firm basis.
9. Quoting minimum rates does not automatically entitle a bidder for the assignment. The Management reserves the right to call for rock bottom price from one or all the bidder(s) in the Interest of Company.
10. Any inconsistency or ambiguity in the offers made by Tenderer shall be interpreted to the maximum advantage of PTCUL and dis-advantage to the Tenderer. The Tenderer shall have no right to question the interpretation of the PTCUL in all such cases and the same shall be binding on the Tenderer.
11. Canvassing in connection with tenders is strictly prohibited and the tenders submitted by the firms who resort to canvassing will be liable to rejection.
12. Management reserves the right to split the tender into more than one at any stage till the completion of the assignment.
13. The Company shall not own any responsibility regarding the postal delay in receipt of the tender.
14. **Pre Qualifying Conditions:-**
  - i) The bidder should have experience of inspection in the field of power sector, especially transmission utilities. The experience of transmission sector would be give preference.
  - ii) The third party inspection agency should have sufficient pool of inspecting officers (minimum 10 officers), the agency must give the name & designation of inspectors with their full detail experience.
  - iii) The agency must have experience on formulating MQP/QAP, FQP etc.
15. All other terms and conditions shall be as per tender documents.

  
**CHIEF ENGINEER / SUPERINTENDING ENGINEER, PTCUL**

**POWER TRANSMISSION CORPORATION OF UTTARAKHAND LTD.**

**“Vidyut Bhawan” Near ISBT Crossing,  
Sharanpur Road Majra, Dehradun-248002**

**Detailed Tender Notice/NIT**

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7.	EMD/ Bid Security	Rs. 1,32,000.00 in the form of Bank Demand Draft/BG in favour of MD, PTCUL payable at Dehradun
8.	<b>Starting date of issue of Bid documents.</b> The tender document may to be downloaded through website - <a href="http://www.ptcul.org">http://www.ptcul.org</a> . The non refundable tender fees in the form of DD as specified above should be sent along with the bids as specified in the bid documents.	<b>08.08.2013</b>
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11.	Address & Place of Submission of Bid supporting document	Chief Engineer(C&P)/ Superintending Engineer(C&P-I) PTCUL “Vidyut Bhawan” Near ISBT Crossing, Sharanpur Road Majra, Dehradun-248002
12.	Last date of submission of bid	09.09.2013 at 15:00 hrs.
13.	Date and Time of Opening of Technical Bid (Part-I)	09.09.2013 at 15:30 hrs.
14.	Address & place of Technical bid(Part-1) opening	“Vidyut Bhawan” Near ISBT Crossing, Sharanpur Road Majra, Dehradun-248002
15.	Type of Tender	Domestic Competitive Bidding
16.	Validity of Bid	120 days after the date of opening of technical bid (Part-I)
17.	E-mail address of the tender issuing office	<a href="mailto:gmcandp.ptcul@gmail.com">gmcandp.ptcul@gmail.com</a> <a href="mailto:dgm_candp@rediffmail.com">dgm_candp@rediffmail.com</a>

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**Other Important Instructions for Tenderers :-**

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2. All tenders, neatly binded, will be received in two separate parts i.e. (Technical Bid/ Part-I) & (Financial Bid/Part-II). Each part shall be in separate sealed covers as follows. The cost of tender fee and EMD shall be kept in separate envelope and clearly superscribed over the envelope "Tender Fee & EMD"
- Part-I:** Shall contain the separate envelope of tender fee & EMD alongwith technical bid/document in a sealed cover superscribed "Part-I" and name of work. The technical bid of those bidders shall be considered/opened whose tender fees and EMD found in order as per the requirement.
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The Part-II of the tenders, belonging to only those tenders who qualify for the work on the basis of the documents supplied by them in Part-I, shall be opened.
3. The Earnest money will be returned to the tenderer if its tender is not accepted, after finalization of tender decision process.
4. The PTCUL does not bind itself to accept the lowest or any tender and reserves the right to accept or reject any or all the tenders, either in whole or in part without assigning any reasons for doing so.
5. a) Each page of the tender is required to be signed by the person or persons submitting the tender in token of his/their having acquainted himself/themselves with the terms & conditions of the tender document. Any tender with any of the documents not so signed will be rejected.  
b) The tender submitted on behalf of a firm shall be signed by all the partners of the firm or by a partner who has the necessary authority (Power of Authority) on behalf of the firm to enter into proposed contract, otherwise the tender is liable to be rejected.
6. All erasures and alterations made while filling the tender must be attested by initial of the tenderer. No advice of any change in rate or conditions after opening of tender will be entertained.
7. Tender shall remain Valid for a period of 120 days from the date of opening of the tender. If any Tenderer withdraws his tender before the said period or makes any modification in the item rates, terms and conditions of the tender which are not acceptable to the Corporation, then the Corporation shall, without prejudice to any right or remedy, be at liberty to forfeit the said earnest money.
8. The rates shall be quoted by the bidder on firm basis.
9. Quoting minimum rates does not automatically entitle a bidder for the assignment. The Management reserves the right to call for rock bottom price from one or all the bidder(s) in the Interest of Company.
10. Any inconsistency or ambiguity in the offers made by Tenderer shall be interpreted to the maximum advantage of PTCUL and dis-advantage to the Tenderer. The Tenderer shall have no right to question the interpretation of the PTCUL in all such cases and the same shall be binding on the Tenderer.
11. Canvassing in connection with tenders is strictly prohibited and the tenders submitted by the firms who resort to canvassing will be liable to rejection.
12. Management reserves the right to split the tender into more than one at any stage till the completion of the assignment.
13. The Company shall not own any responsibility regarding the postal delay in receipt of the tender.
14. **Pre Qualifying Conditions:-**
  - i) The bidder should have experience of inspection in the field of power sector, especially transmission utilities. The experience of transmission sector would be give preference.
  - ii) The third party inspection agency should have sufficient pool of inspecting officers (minimum 10 officers), the agency must give the name & designation of inspectors with their full detail experience.
  - iii) The agency must have experience on formulating MQP/QAP, FQP etc.
15. All other terms and conditions shall be as per tender documents.

  
**CHIEF ENGINEER / SUPERINTENDING ENGINEER, PTCUL**

**Earnest Money** :  
**Tender fee** :  
**Est. Cost of Work** :  
**Date of Opening** :

**Subject:- Specification for 3<sup>rd</sup> party inspection of equipment/ material, civil works, electrical works and technical audit of sub stations & lines by Govt./Semi Govt. agency/International inspection agencies for the year 2013-14 & 2014-15.**

Dear Sir,

PTCUL invites bid for 3rd party inspection for the above works by Govt./Semi Govt. agencies/International inspection agencies having experience in stage as well as pre-delivery final inspection of equipment /material, Civil Works , Electrical Works & Technical Audit of 400 KV & 220 KV, 132 KV S/s and lines. The details whereof is enclosed as per terms and conditions given below and mentioned in Annexures.

**ANNEXURE- I**

**Clause No. 1: 3<sup>rd</sup> Party inspection of equipment / material by Govt / Semi Govt. agency/International inspection agencies for the year 2013-14 & 2014-15.**

PTCUL invites bids for conducting 3rd party inspection for stage/proto as well as pre-delivery final inspection, witnessing of type test of equipment /material at the works of manufacturer /vendor / govt. testing lab etc. The details of material is enclosed as Annexure – I (a).

The quality surveillance of the items is to be carried out as per relevant IS/IEC with incorporation of NIT. The conditions stipulated for Quality Surveillances are as under:

- 1) The material will be checked for Stage inspection at party works at different stages of manufacturing as follows:
  - a) Quality check of the raw material and its acceptance as per ISS/IEC with reference to their test certificate.
  - b) Co-relation of the raw material during manufacturing stage.
  - c) All points related with NIT/GTP/Drawing/P.O./MQP/QAP.
  - d) Examination of test certificates of the raw material procured, so as to ensure that the material used confirms to relevant standards.

- 2) During Final inspection the material shall be checked for all routine / acceptance tests as per relevant ISS / IEC and PTCUL NIT /MQP/QAP/GTP / PO/ Drgs./ Specification.
- 3) Testing Clause.

Since the material is being asked confirming to relevant ISS / IEC & PTCUL Specifications. PTCUL has the right to seal any material at random for type testing at any of the Govt. accredited Laboratory. The witness of the test at the Govt. Lab is also to be carried out by your quality Surveillance Engineer in case it is required.

**Annexure - I (a)**

**Clause No. 1(a): Details of equipment/material for third party inspection for stage / proto / final / witnessing of type test**

**Seal and signature of Bidder**

**Annexure – II**

**Clause No. 2: 3<sup>rd</sup> party inspection of civil works by Govt/semi Govt agency/International inspection agencies for the year 2013-14 & 2014-15.**

PTCUL invites bid for third party inspection of Civil works of various 400 KV/ 220 KV/ 132 KV substation , Substation building , Office building , Residential colonies and Tower foundations etc located in Uttarakhand Govt./semi Govt. agencies/International inspection agencies having experience in quality surveillances of civil works details whereof is enclosed as Annexure- II (a)

**The conditions stipulated for quality Surveillances are as under:**

1. The works in general area will be carried out as per CPWD specifications / CPWD Quality Assurance Manual and the particular specification mentioned in the contract and the conditions of the contracts. The BIS codes are also followed wherever applicable.
2. The Inspecting Agencies shall have to inspect the works during its execution and point out the defect/deficiencies and corrective measures.
3. Each of the work under execution is supposed to be inspected at least once in a month/ as and when required in the presence of site in charge and furnish the joint inspection report within next three days to the engineer in charge of the works as well as to SE(QA/QC) Office.
4. All the mandatory tests laid down in the applicable specification, conditions laid down in the applicable BIS codes /CPWD norms /quality assurance manual are to be carried out to the satisfaction of the Engineer –in –charge and reports furnished.
5. Any special equipment / T & P, if required by the inspecting officer for testing purpose, shall be arranged by the party without any extra charges.

6. The party has to use its own transport required during the inspection.
7. The party shall submit digital coloured photographs (using their own digital camera) of the Site of inspection, to SE(QA&QC) office, along with report.
8. The photographs of the works inspected shall be kept as official secret of vital Installations as per norms of Government of India.
9. Responsibility of safe custody, operation, damage of all T & P, transport, electronics/electrical equipments, digital camera rest with the inspecting agency.
10. If any test required to be conducted by inspecting agency in Govt. accerdiated lab, then testing charges as per actual will be born by PTCUL.

**Annexure – II – (a)**

**Clause No. 2(a): Following type of works pertaining to the Civil Department are normally under Execution:**

1. RCC raft foundation works for Transformers, CB, Isolator etc. for 132/220/400 KV S / Stns.
2. Pile foundation work for boundary wall, buildings etc.
3. Yard development works involving use of cement concrete, brick flooring, stone aggregate etc.
4. Steel structure work for towers and beams in the S/Stns.
5. Road works both Bituminous and Cement concrete inside the S/Stn. yards and Residential colonies.
6. Maintenance of Residential colonies, control room buildings and office buildings for its proper upkeep.
7. Raising of ground level for establishment of S/Stns. By making use of earth.

Note- Agency may quote rate on per day visit basis in words and figures for inspection of various civil works during its execution, testing and commissioning of substation/ lines in the region of Uttarakhand (as specified in covering letter). Rate be quoted as per clause "5" of covering letter considering the inspection of the given work as a whole work for inspection at each substation at one time.

**Seal and signature of Bidder**

**ANNEXURE – III**

**Clause No. 3: 3<sup>RD</sup> PARTY INSPECTION OF ELECTRICAL WORKS BY GOVT/SEMI GOVT AGENCY/INTERNATIONAL INSPECTION AGENCIES FOR THE YEAR 2013-14 & 2014-15.**

PTCUL invites bids for inspection of Electrical works of 400 KV, 220 KV and 132 KV substation/lines located in Uttarakhand Govt./Semi Govt. agencies/International inspection agencies having experience in execution of EHV substation and lines and their inspection, the details whereof is enclosed as Annexure. III (a)

The conditions stipulated for quality Surveillances are as under:

- 1 The electrical works will be inspected for maintaining quality during execution, sub stations and lines. The inspection shall be done in the presence of site in charge/Any officer of PTCUL. The works in general shall be carried out as per PTCUL specification / drawings / manufacturers' manual and their specification and conditions stipulated in the contracts.
- 2 The inspecting agencies will have to inspect the work during execution and point out the defects / deficiencies, if any. Advising remedial measure in this regard shall be part of the work.
- 3 Each work under execution for operation / maintenance is also required to be inspected.
- 4 The party is required to be fully aware about PO / NIT placed by our Construction / Maintenance Wing for execution of electrical works.
- 5 The party has to witness and examine the test conducted on equipment during erection, testing and commissioning and review the results.
- 6 The party is required to communicate to the site in charge as well as SE(QA&QC) office in the form of joint inspection report with concerned site in charge within 3 days.
- 7 Any special equipment / T & P, if required by the inspecting officer for testing purpose, shall be arranged by the party without any extra charges.
- 8 The party has to use its own transport required during the inspection.
- 9 The party has to produce digital colored photographs of the site of inspection using their own digital camera to SE (QA&QC) office along with other details.
- 10 The photographs of the substations and lines inspected shall be kept as official secret of vital installations as per norms of Government of India.
- 11 Responsibility of safe custody, operation, damage of all T & P, transport, electronics/electrical equipments, digital camera rest with the inspecting agency.

**Annexure – III (a)**

**Clause No. 3(a): Note:-** Agency may quote rate on per day visit basis in words and figures for inspection of various electrical works during its execution, testing and commissioning of substation / lines in the Uttarakhand State (as specified in covering letter). Rate be quoted as per clause "5" of covering letter considering the inspection of the given work

as a whole work for inspection at each substation at one time .Details of equipment is as under.

1. Power Transformer
2. HT switch gear / Circuit Breaker
3. Current Transformer
4. Potential Transformer
5. Capacitance Voltage Transformer
6. Capacitor Bank
7. DG Set
8. Wave Trap
9. Lightning Arrestor
10. Isolators
11. Control and Relay Panels
12. Terminal kiosk / Marshalling Box
13. LTAC Panel
14. Substation Batteries with DCDB
15. Fabrication and grouting of Equipment structure.
16. Substation Earthing / Earth mesh works
17. Assembly of Gantry structure
18. Stringing of Bus Bar and Screen wire
19. Jumpering of various Equipments with Bus bar
20. Assembly and erection of different type of Towers used in lines
21. Stringing of conductor in between towers
22. Stringing of screen wire for tower and its earthing
23. EHV cable, end termination, straight through joint etc
24. GIS
25. Other related electrical works arising during the period of execution / maintenance
26. Any other equipment besides above, are also required to be inspected by the party.

#### **Seal and signature of Bidder**

#### **Clause 4) Payment Clause**

- a) Payment shall be released by our Finance Deptt. within 30 Days of receipt of inspection report along with Bill in QA/QC Deptt.
- b) If the inspection asked for is not carried out by the party within stipulated period as mentioned in clause 6 (Response time). Then 50% of the stated inspection/ audit charges shall be imposed as penalty and shall be deducted from their outstanding dues.
- c) Service Tax as applicable will be paid as per rules.
- d) The payment shall be made through Electronic Clearing System (ECS)/Electronic Fund Transfer (EFT)/Cheque/Draft for which the party has to mention Bank Account no., Name of Bank, Branch in their offer.



#### **Clause 5) Rates**

- a. Rates for Stage / Proto inspection/ final inspection / witnessing of type test of items shall be based on per day visit basis irrespective of Cost & Qty. of material to be inspected at the works of manufacturer /vendor / sub vendor/ Govt. testing lab any where in India.
- b. Rates for inspection of Electrical/Civil works, Technical audit of sub/stn and lines shall be based on per day visit basis at various sub stations, lines in UTTARAKHAND.
- c. Rates are inclusive of Electrical / Civil supervisor and helping assistants, if any.
- d. Rates are exclusive of TA / DA / Boarding and lodging or any other Incidental expenses
- e. No. of days will be counted on the actual working day utilized for the Inspection of material and equipment at the works of manufacturer /vendor / sub vendor/ Govt. testing lab any where in India. Payment will be made accordingly.
- f. No extra payment shall be made for transport, special T & P and electrical/civil testing equipments, digital camera required during inspection and personal insurance of man power.
- g. Rates for inspection on per day basis.
- h. Working hours will be counted from the time of arrival at site and time of departure from the site
- i. Bidders are required to give the rates strictly as per above mode. Rates quoted in other form or mode shall not be accepted.
- j. Rates awarded will be valid for One Year from the date of issue of contract order.
- k. Prices quoted shall be firm for entire period of the execution of work.
- l. Service tax will be paid as per actual.

#### **Clause 6) Response Time**

Quality Surveillance / inspection of all items / works shall be carried out as per schedule within 5 days of receipt of Inspection call Letter for material and 3 days for works / technical audit along with other documents such as technical specifications, technical field quality plan, PTCUL/ IS /BIS/ CPWD specifications and purchase / contract order placed by store / construction /maintenance department, quality plan, maintenance manual etc. Inspection report in the form of MOM should be submitted within 3 days from the date of completion of testing of material and also within 3 days for works and audit of sub /stn. to SE(QA/QC) office.

#### **Clause 7) Validity**

Validity of offers should be at least 120 days from the date of opening of Tender

#### **Clause 8) Qty / Time Period variation.**

PTCUL reserves the right to decrease / increase by 50 % the period of execution of contract order within the stipulated amount of contract order at the same rates, terms and conditions.

**Clause 9) I. Tax /WCT / any other tax**

As applicable be deducted by finance deptt.

**Clause 10) Bidders are requested to submit sealed tenders in two parts viz.**

- Part (A) : Techno Commercial part only.
- Part (B) : Price Bid (for quoting item rates of inspection of electrical /civil works, technical audit of sub/ stn and lines , stage, final inspection charges and witnessing of type test of material at Govt. Lab of given material / equipment in respective Annexure)

**Clause 11) Sealed Tenders will be received .....on .....in the office of SE(C&P – I/II), Address of PTCUL Vidyut Bhawan, Near ISBT Crossing, Saharanpur Road, Majra, Dehradun and will be opened on the same day at .....**

Sealed envelops must have following details on the envelop itself failing which offers may not be opened at all.

1. Tender No.
2. Name of Work
3. Details of Tender Fee.
4. Validity of Offer.
5. Date of Opening.
6. Name of party.

**Envelope 'A'- Techno Commercial part:** Containing all technical and commercial aspects only.

**Envelope 'B' -Price Bid Part:** Containing item rates duly filled in words & figures in the prescribed Annexures enclosed.

Both the Envelope 'A' & 'B' have to be sealed separately and shall be placed in another sealed envelope of bigger size clearly mentioning the tender no., name of agency, name of work, details of Tender fee , validity of offer and date of opening . Envelope 'B' will be opened only if the contractual agency fulfills the conditions in Techno-Commercial aspects i.e. (Envelope 'A')

Each page of bid shall be duly signed and stamped by bidder

The complete tender documents can be downloaded from PTCUL Website [www.ptcul.org](http://www.ptcul.org). The charges towards the tender documents shall be deposited as mentioned in NIT in favour of PTCUL through DD/Pay order at the time of submission of bid documents.

Conditional tenders will not be entertained and are liable to be rejected, if required. PTCUL reserves the right to reject any or all the tenders without assigning any reason or to place the order in part or in full for inspection of equipment/works on one or more than one agencies.

**Clause 12)** The 3<sup>rd</sup> party inspector/ auditor to be deputed for the inspection/audit shall have vast knowledge of the work to be carried out.

**Clause 13)** The details of the officers which are likely to be deputed on inspection may be mentioned as follows.

S. No	Name	Post Held	Technical Qualification	Experience in Years	Field of Experience
1					
2					
3					
4					
5					
...					

**Clause 14)** The names given in the above format shall be tentative however if need be, names of inspection officer can be changed by forwarding the names to SE (QA/QC) PTCUL and getting the prior approval of the name of inspecting officer.

**Clause 15)** The allotment of inspection of material/field work shall be on the sole discretion of PTCUL.

**Clause 16)** If required PTCUL may do in inspection of material/field work on its own without assigning the work the III party.

#### ANNEXURES - IV

**Clause No. 17: 3<sup>RD</sup> PARTY TECHNICAL AUDIT OF SUB STATION AND LINES BY GOVT/SEMI GOVT AGENCY / INTERNATIONAL INSPECTION AGENCIES FOR THE YEAR 2013-14 & 2014-15.**

PTCUL invites bids for conducting Technical Audit of its 400 KV/220 KV & 132 KV substation/lines located in Uttarakhand State Govt./Semi Govt. agencies/International inspection agencies having experience in technical auditing of sub-stn and lines, the details whereof is enclosed as Annexure. IV (a)

**1. The conditions stipulated for quality Surveillances are as under:**

- a) The inspecting agencies will have to audit various records maintained, in presence of site in charge, and point out the defects / deficiencies, if any, advising remedial measure in this regard shall be part of the work.
- b) The party is required to be fully aware of maintaining of different types of records as per Maintenance manual of sub station equipment etc.

- c) The party shall submit the Joint Inspection Report in the office of SE (QA&QC) and CC to concerned site in charge within 3 days of audit.
- d) The party shall use their own transport during the inspection.

**Annexure - IV (a)**

**Clause 17(a):** Records/Reports of following EHV equipments installed at various 400KV, 220 KV & 132 KV sub stations and lines of PTCUL shall be covered under Technical Audit:

- 1 Power Transformer
- 2 HT switch gear / Circuit Breaker
- 3 Current Transformer
- 4 Potential Transformer
- 5 Capacitance Voltage Transformer
- 6 Capacitor Bank
- 7 DG Set
- 8 Wave Trap
- 9 Lightning Arrestor
- 10 Isolators
- 11 Control and Relay Panels
- 12 Terminal kiosk / Marshalling Box
- 13 LTAC Panel
- 14 Substation Batteries with DCDB
- 15 Equipment structure.
- 16 Substation earthing / Earth mesh works
- 17 Maintenance of structure, Bus Bar and Screen wire
- 18 Maintenance of different type of Towers and its earthing, conductor used in lines.
- 19 Other related electrical works arising during the period of maintenance
- 20 Any other equipment besides above.
- 21 Any other documents maintained by the officer in charge of site.

**Note:** - Agency have to quote on per day visit basis in words and figures. Rates be quoted as per clause "5" of covering letter considering the Technical audit work as a whole work at each sub station and lines at one time.

**Seal and signature of Bidder**

**Clause 18: General terms and conditions**

The contractor shall strictly follow the terms and conditions given here under for the work:

- 1 **Scope of work:** The party will satisfy himself with the details of the works to be inspected as per NIT and if considered necessary they should visit the site/office/SE (QA/QC) office and get any other information required in this connection.

- 2 **T & P and transport:** The party shall use his own manpower, special T & P, transport, digital camera and testing equipments etc. required for the execution of work.
- 3 **Safety:** The party shall make all the arrangements for the safety of his staff. The PTCUL shall not be responsible in any way for injury / disablement, accident to any worker/man on this account and will be free from any legal bindings in this regard. PTCUL will not be responsible to pay any damages to the workman or the party or any outside agency.
  - i. The party shall make all payments and other contributions, if any, which may have to be made in regard to the workman under any statute or rules or regulations. The PTCUL shall not be responsible for these payments.
  - ii. PTCUL shall not be responsible for any injury / loss suffered by the party / his workmen. The party shall arrange to cover all such workmen under the 'Employees State Insurance Scheme' if applicable to the area and premises where the workers are working. Alternatively, the party shall have insurance policy to pay compensation under the workman's compensation act, or under the Personal Accident Insurance Cover to meet all legal requirements in this respect. The contractor shall produce for inspection such coverage/policies to the PTCUL before such workman deputed for the work as specified in this work order, if necessary / asked for.
  - iii. The party will undertake to indemnify PTCUL against liabilities or damages by way of compensation arising from any accidents to the person or property or any other person employed or otherwise during the progress of the contract and the PTCUL shall not entertain any claim in this respect.
  - iv. The party shall be solely responsible and shall ensure due compliance with all the legal requirements concerning the workman employed by him under the provisions of applicable labour and other legislations. In the event of the party committing any fault resulting in PTCUL being required to incur any liability or expenses or PTCUL being required to any notice / summons in this respect the same shall be entitled to recover from the contractor the liability attached to it due to any proceedings.
- 4 The party shall take necessary steps to ensure that all the electrical installations of the PTCUL and other services are not damaged by his staff / workers in any way. The party will be responsible for all such damages and shall have to repair or failing which he has to pay entire cost of damages. In case of damages to PTCUL's property /material, party has to pay replacement cost.
- 5 Before carrying out the work, it shall be entire responsibility of the party to take all the safety precautions and while carrying out the inspection.



6 The quantity of work in terms of time can vary up to  $\pm 50\%$  depending upon the requirement at the discretion of the PTCUL or as per site requirement at the same rate and same terms and conditions during the execution of the contracts.

7 **Payment:**

- a) The payment shall be made within one month of receipt of the bills from the party after the completion of work as mentioned in the NIT as per practice in PTCUL. The payment shall be sanctioned after verification is made as per rule of the PTCUL. However, any specific clause of payment quoted by the party for doing work, the penalty of PTCUL or loss to the party will not be entertained. In case the work done by the party has not been measured, no payment shall be made till the same is made according to the specifications.
- b) If the inspection asked for is not initiated within 5 days of inspection call for inspection of material/ equipment, 3 days for works / technical audit of sub/ stn and lines then 50% of the inspection charges shall be deducted as penalty from the outstanding payment of the party.
- c) Service tax as applicable will be paid as per rule
- d) The payment shall be made through Electronic Clearing System (ECS) / Electronic Fund Transfer (EFT) /Cheque/Draft at the description of employer for which the party has to mention Bank Account no., Name of Bank, Branch and MICR no. in their offer.
- 8) The party shall not pass on the work by assigning or subletting whole or part of the Contract, without the consent of PTCUL.
- 9) The party has to execute the work on working days and during the working hours. However, if required, the work can be executed on holidays / beyond working hours, under special circumstances with the permission and under supervision of the site in charge.
10. **Force Meajure:** Should the inspection be delayed by strikes, lockouts, fire, accidents, flood, war, riots, shortage of power & embargo, any act of God or any other cause beyond the control of contractor, a reasonable extension to the inspection period would be granted subject to satisfactory proof furnished in time and accepted by the Deptt. Application for extension shall be made within 3 days of occurrence of the cause.
11. **Cancellation of Order:** In case there is no improvement in proper execution of the order as per terms and conditions of this order, balance order shall be cancelled with a 15 days written notice to you and no claim for damage will be entertained.
- 12 (a) **Settlement of Disputes:** If a dispute of any kind, whatsoever, arises between the procuring entity and contractor in connection with or arising out the contract or the execution of the works, whether during the execution of the works or after their completion and whether before

or after the repudiation of termination of the contract, including any disagreement by either party with any action, inaction, opinion, instruction, determination, certificate or valuation of the Engineer; the matter in dispute shall, in the first place, be referred to head of construction management group in whose jurisdiction the execution of contract pertains.

**(b) Arbitration:-**

- a) All questions and disputes relating to the meaning of the specifications, design, drawings and instructions herein and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing, whatsoever in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works or the execution or failure to execute the same, whether arising during the progress of the work or after the cancellation, termination, completion or abandonment thereof, shall be referred to a sole arbitrator for adjudication through arbitration. The arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modifications or re-enactment thereof and the rules made there under and for the time being in force, shall apply to the arbitration proceedings.
  - b) An officer not below the rank of additional secretary to the State Government or from the panel of Arbitrators if any, drawn by the Government, may be appointed to act as arbitrator by an appointing authority, which should normally be an officer not below the rank of Secretary to the Government. The appointing authority of arbitrator is Secretary Energy, Government of Uttarakhand.
  - c) The venue of arbitration shall be Dehradun.
13. The work shall be started within a specified time from the date of call, communicated either through fax, e-mail, telegraph, through special messenger or telephonically unless specified in the order.
  14. Party shall be required to strictly adhere to the safety regulations and electrical regulations act and prevailing rules and regulations applicable.
  15. Mandatory deductions towards income tax, work contract act 1999 etc. as applicable shall be deducted by the payee department of PTCUL.
  16. The third party inspecting agency deployed for inspection shall assist PTCUL in formulating MQP, QAP & FQP etc.

**Clause 19: Pre-bid:** - There would be a pre-bid meeting in PTCUL, Vidyut Bhawan, Dehradun in which the bidders would place all their queries which would be discussed in PTCUL and would be communicated to them.

**Clause 20: Prequalifying Conditions: -**

1. The bidder should have experience of inspection in the field of Power sector, especially transmission utilities. The experience of Transmission sector would be given preference.
2. The third party inspection agency should have sufficient pool of inspecting officers (Minimum 10 officers), the agency must give the name & designation of inspectors with their full detail experience.
3. The agency must have experience in formulating MQP/QAP & FQP etc.

**Seal & Signature of bidder**

**Clause 21: Bid Security/EMD**

**21.1** The bidder shall furnish, as a part of its bid, EMD/Bid Security for an amount Rs.....to be paid as under:

- d) In the form of crossed DD Drawn in favour of MD, Power Transmission Corporation of Uttarakhand Ltd., payable at Dehradun. Alternatively it can be furnished in the form of Bank Guarantee as per Performa enclosed.
- e) Validity Period – The bids offered should be valid for a minimum period of 120 days from the date of opening of Technical Bid and validity of bid security will be for period of 45 days beyond the final bid validity period.

**21.2** The bid security is required to protect the owner against the risk of Bidder's conduct, which would warrant the guarantee forfeiture, pursuant to relevant paras elsewhere. The bid guarantee shall be made payable to the Owner without any condition whatsoever.

**21.3** Any bid not secured in accordance with Para 21.1 above will be rejected by the owner as non-responsive. No exemptions are made in the furnishing of the security.

**21.4** Unsuccessful Bidder's Bid Security/EMD will be returned/refunded on finalization of tender & 30 days after the award of the contract.

**21.5** The successful bidders, Bid Security will be discharged upon, furnishing the contract performance guarantee.

**21.6** The bid guarantee may be forfeited:

- a) If a Bidder withdraws its bid during the period of bid validity specified by the bidder on the bid form.
- b) If a bidder refuses to accept the contract or fails to commence the works (including supplies within thirty days of letter of award of contract).

**Clause 22 PERFORMANCE GUARANTEE cum SECURITY DEPOSIT**

- 22.1 The successful bidder has to pay performance guarantee cum security deposit within 30 days of receipt of order.
- 22.2 The successful bidder will be required to pay an amount equivalent to 10 % of the value of the order as a performance guarantee cum security deposit or satisfactory execution of the contract and as performance guarantee. Such performance guarantee cum security deposit will be payable either in Cash/DD in favour of MD, PTCUL payable at Dehradun/Bank Guarantees from Scheduled/Nationalized Banks will be acceptable, in the amount of security deposit payable exceeds Rs. 50, 000/- Bank Guarantees will be furnished. The Bank Guarantees furnished should have clear one time validity till completion of the order in all respect and up to expiry of the Guarantee period two years from the date of commissioning of project and 60 days beyond. Bank Guarantee for interim period will not be allowed. If by any reason the contract period is extended, then contractor should undertake to renew the Bank Guarantee at least one Month before the expiry of the validity failing which company will be at liberty to redeem the same, without entering into further correspondence in the matter.
- 22.3 No interest will be allowed on amount of performance guarantee cum security deposit.
- 22.4 The performance guarantee cum security deposit as above on total shall be kept deposited upto 1 years and 60 days from the date of completion time period of the order.
- 22.5 This security deposit is for the performance of contract and the same is liable to be forfeited by the corporation in event of non fulfillment of the term and conditions of this contract by the contractor.
- 22.6 Corporate Guarantees are not admissible.
- 22.7 The 'Signing of Contract' and 'Contract Agreements' will be done as per prevalent PTCUL Terms and Conditions.

Seal & Signature of Bidder.



**Bill of Quantity**

<b>Sr. No.</b>	<b>Name of Item</b>	<b>Quantity (Man Day)</b>
1	Stage inspection of stock material/equipments etc. including power transformer (upto 400 KV) at different locations of India.	25
2	Pre-dispatch (final) inspection equipments/supplies etc. at manufacturer work including new power transformer at different locations of India.	150
3	Field Quality Plan (FQP) inspection of transmission line and substation (upto 400 KV) at different locations of Uttarakhand State.	75
4	Inspection of different civil activities for transmission line & substation (upto 400 KV) at different locations of Uttarakhand State.	40
5	Technical Audit of substation and transmission line (upto 400 KV) at different locations of Uttarakhand State.	25
	<b>Total</b>	<b>315</b>

विषय:-यात्रा भत्ता की दर।

(1) यात्रा भत्ता के प्रयोजनार्थ अधिकृत श्रेणी :-

रेल का ए०सी०, टूरिस्ट/प्रथम श्रेणी/शताब्दी एक्सप्रेस का चेयर कार

जो स्थान रेल से जुड़े न हों:-ए०सी० बस से यात्रा कर सकते हैं।

जो स्थान रेल से जुड़े हों :- रेल के अलावा पब्लिक ट्रान्सपोर्ट के अन्य माध्यमों से भी यात्रा की जा सकती है किन्तु प्रतिबन्ध यह होगा कि किराया अनुमन्य रेल किराया से अधिक न हो।

मूल टिकट/उसकी प्रति/टिकट संख्या संलग्न किया जाना आवश्यक है।

(2) अनुषांगिक व्यय :-

अनुषांगिक व्यय की दर 50 पैसे प्रति किलोमीटर होगी।

वायुयान से की जाने वाली यात्राओं हेतु अनुषांगिक व्यय रूपया 50.00 प्रति यात्राकी दर से दिया जा सकता है।

(3) दैनिक भत्ता :-

दैनिक भत्ता की दर निम्नवत लागू होगी:-

देहरादून, नैनीताल व पौड़ी गढ़वाल के शहरी क्षेत्र	अन्य जिला मुख्यालय	शेष समस्त क्षेत्र
रु० 350	रु० 250	रु० 200

उपरोक्त तालिका के प्रथम कालम में उल्लिखित नगरों में होटल /अन्य संस्थान में ठहरने व स्थानीय यात्रा हेतु रु० 1000/- प्रतिपूर्ति की जा सकती है।

प्रदेश के बाहर की यात्राओं हेतु निम्नानुसार धनराशि की प्रतिपूर्ति की जा सकती है।

होटल/कैम्प हाउस में अतिथान करने पर दैनिक भत्ता	स्वयं की व्यवस्था पर दैनिक भत्ता
होटल/गैस्ट हाउस के लिए रु० 3000/- प्रतिदिन तक की प्रतिपूर्ति, नगर के अन्दर 50 कि०मी० तक की यात्रा हेतु नॉन ए०सी० टैक्सी के चार्जज की प्रतिपूर्ति तथा अधिकतम रु० 300/- प्रतिदिन भोजन का बिल	रु० 600/- प्रतिदिन नगर के अन्दर 50 कि०मी० तक की यात्रा हेतु नॉन ए०सी० टैक्सी के चार्जज की प्रतिपूर्ति

निशुल्क आवास अथवा निशुल्क आवास एवं भोजन दोनों उपलब्ध होने की दशा में दैनिक भत्ते की दर सामान्य रूप से 25 प्रतिशत के बराबर रखी जाएगी।

*(Handwritten signature)*

**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. 20,000 Bank guarantee should be on a non-judicial stamp Paper of Rs. 100.00 as per present act and should be checked by the tenderer at the time of issuing the Bank Guarantee to any change in the Stamp value.)

To,

**MANAGING DIRECTOR  
POWER TRANSMISSION CORPORATION OF UTTARAKHAND LTD.  
DEHRADUN**

Sir,

WHEREAS,

Messers.....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 Messers.....at..... /Sri..... son of.....resident of .....at .....Sri.....son of .....resident of.....partners carrying on business under the firm's and style of Messers .....at .....which is an unregistered partnership (hereinafter called the "the Tenderer") has /have in response to your tender Notice against specification number PTCUL/.....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 a hereinafter contained.

NOW THEREFORE in consideration of the promises, we the undersigned hereby, covenant that the aforesaid tender of the tenderer shall remain open for acceptance by you during the period of validity as mentioned in the tender or any extension here of you and the tenderer may subsequently agreed and if the tenderer shall for any reason back out whether expressly or impliedly from his said tender during the period of its validity or any extension thereof as aforesaid, we hereby guarantee to you the payment of sum of Rs ..... on demand notwithstanding the existence of any dispute between the Power Transmission Corporation of Uttarakhand 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 a may be mutually agreed upon between you and the tenderer.
- (b) That the 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 conclusive 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 format agreement as therein provided or till 45 days after the period of validity or the extended period or validity, as the case may be of tender whichever is earlier.
- (e) Notwithstanding anything contained above of the Guarantor hereunder is restricted to the said sum of Rs..... and this guarantee shall expire on the..... Day of .....2009 Unless a claim under the guarantee is filed with the Guarantor within six months of such date. All claims shall laps and the Guarantor shall be discharge from the guarantee.
- (f) That the expressions 'the tender' and the Bank the Power Transmission Corporation of Uttarakhand 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 (PTCUL) any money so demanded not withstanding any dispute or disputes raised by the contractor(s) /supplier(s) in any suit or proceeding pending before any court or Tribunal relating arbitration there to 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.

Yours Faithfully

**PERFORMA OF PERFORMANCE BANK GUARANTEE**

**Note:**

1. This Guarantee should be furnished by a Nationalized Bank/Scheduled Bank.
2. The Bank Guarantee should be furnished on Stamp paper as per requirements of Indian Stamp Act.
3. The stamp paper should have been purchased in the name of the Guarantor executing the Guarantee.
4. Any deviation in this format will not be acceptable.

Name of the Contract.....  
Contract/LOA No. & Date.....  
Performance Bank Guarantee No. & Date.....  
Place.....  
Date.....

To  
**Managing Director,  
Power Transmission Corporation of Uttarakhand Limited,  
Dehradun-248001  
Uttarakhand**

Dear Sirs,

THIS DEED OF GUARANTEE is made on this .....(date) DAY OF .....(month and year) by.....(Name, Address and Contact No. of the Bank) governed by the Banking Co. Regulation Act and having its Head Office at .....(hereinafter called the "GUARANTOR" of one part, which expression shall wherever the context so admit, include its executors, administrators, successors and assigns) in favour of POWER TRANSMISSION CORPORATION OF UTTARAKHAND LIMITED (hereinafter called the "PURCHASER" of the other part, which expression shall wherever the context so admit, include its executors, administrators, successors and assigns) Whereas in accordance with the contract Agreement No. ... dated..... between Power Transmission Corporation of Uttarakhand Limited and ....., a company/Firm incorporated/registered under the Indian Companies Act, 1956/Indian Partnership Act, having its registered office at....., hereinafter referred to as the "CONTRACTOR", (which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, representatives and assignees), the Contractor agrees to Supply, Design, Erect, Construct and Commission .....(Name of the Project/Work/Facilities) as provided in the said contract.

And WHEREAS, the payment terms of the said contract provide, that the Contractor shall furnish to the purchaser, a Bank Guarantee in the sum of 10% value of the contract valid till.....(date of validity including claim period as per terms and conditions of the Contract).

**NOW THEREFORE, THE DEED OF GUARANTEE WITNESSES AS FOLLOWS:**

- 1) IN CONSIDERATION OF THE PROMISES, the Guarantor hereby guarantees that the Contractor will Supply the aforesaid material and/or execute the Works strictly as per terms & conditions of the contract, failing which the Guarantor shall pay to the Purchaser on demand all the moneys due and payable under this guarantee, as the Guarantor may be called upon by Purchaser to pay, but not exceeding in the aggregate, the said sum of Rs..... (Rupees.....), being 10% value of the Contract.
- 2) The Guarantor shall pay to the Purchaser on demand the sum under Clause 1 above without demur and without requiring the Purchaser to invoke any legal remedy that may be available to it to compel the Guarantor to pay the same or to compel such performance by the Contractor, provided that where the Guarantor consider the demand of the Purchaser unjustified shall nevertheless pay the same though under protest and shall not withhold payment on that account.
- 3) The Guarantor further undertakes that this guarantee shall be kept valid and binding on the Guarantor from the time this guarantee is given until fulfilment of all its commitments as provided in and as per the terms and conditions of the said contract and the liability of the Guarantor hereunder shall not be impaired and/or discharged by any extension of time or variations or alterations made, given, considered or agreed with or without the Guarantor's knowledge or consent by or between the parties involved and it will remain valid till all the terms & conditions are duly satisfied.

- 4) We, the Guarantor, also undertake that we shall not, during the currency of this guarantee herein given or during the period of its extension, if any, revoke the same without the written consent of the Purchaser.
5. This guarantee shall come into force from the date hereof and remain valid upto..... However, the period of the contract is for any reason extended thereby extending the said date and upon such extension, if the contractor fails to furnish a fresh or renewed Bank Guarantee for the extended period, the Guarantor shall pay to the Purchaser the said sum of Rs. .... (Rupees .....)  
Or such lesser sum as the purchaser may demand.
6. It is not obligatory on the part of Purchaser to establish non-fulfilment of the contractual obligations by the Contractor. We, the Guarantor, will on simple demand from Purchaser, pay the said amount of Rs..... (Rupees.....) as indicated in clause (1) above without demur and without requiring purchaser to invoke any legal remedy, even if the Contractor considers such demand of Purchase as unjustified. The decision of Purchaser that any sum has become payable shall be final and binding on the Guarantor.
7. The guarantee shall not be determined or affected by the liquidation or winding up, dissolution or change in the constitution of or insolvency of the Contractor or the Guarantor, but shall in all respects and for all purposes be binding and operative until payment of all sum or amounts payable to Purchaser in terms hereof, are made.
8. We, the Guarantor further agree that the Guarantee will be extended/renewed TWO (2) months before the expiry of this guarantee, if for any reasons the contract has not been completed within the scheduled time, whether or not any written communication is made by the Purchaser in this behalf. The expected date of completion shall be communicated by the Contractor to the Purchaser and the Guarantor for extending the validity of the Guarantee. If the guarantee is not so extended, then the purchaser shall have fullest liberty, without any question and objection, to encash the guarantee, without any notice to the guarantor or the contractor.
9. Any account settled between the Purchaser and the Contractor shall be conclusive evidence against the Guarantor of the amount due and shall not be questioned by the Guarantor.
10. The neglect or forbearance of the purchaser in enforcement of payment of any moneys the payment whereof is intended to be hereby secured or the giving of time by the purchaser for the payment thereof shall in no way relieve the Guarantor of its liability under this deed.
11. The Purchaser and the Contractor will be at liberty to carry out any modifications in the said contract during the currency of the contract and any extension thereof, notice of which modification to the Guarantor is hereby waived.
12. The Guarantor also agrees that the purchaser at its option shall be entitled to enforce this guarantee against the bank as a principle debtor, in the first instance without proceeding against the contractor and notwithstanding any security or other guarantee the purchaser may have in relation to the contractor's liability.

Notwithstanding anything contained above, the Guarantee hereunder is restricted to the said sum of Rupees.....and this guarantee shall expire on the ..... (date) day of .....(month and year) unless claim under this guarantee is filed upto the .....(date) .....(month & year), all such claim shall lapse and the Guarantor shall be discharged from the guarantee.

FOR AND ON BEHALF OF THE GUARANTOR HAS SIGNED THIS DEED ON THE DAY AND YEAR FIRST ABOVE WRITTEN.

Witness:

1.....

Signed by

For and on Behalf of the Guarantor

Name of the Bank, Address and common Seal

Name and Designation of the Authorized Signatory

2.....

Performa for signing Contract Agreement

**Non-judicial Stamp Paper of state of Uttarakhand  
of value as specified**

THIS AGREEMENT made on .....(write date) .....between .....(write name of firm)..... (hereinafter referred to as "The Contractor") of the one part AND THE Power Transmission Corporation of Uttarakhand Ltd. (PTCUL) (herein after called "Purchaser") of the other part.

WHEREAS the contractor has agreed to execute and supply the .....(write name of tender)..... "as per tender specification no. ....(specify no.)..... (hereinafter called "The Works") and for the purpose the covering letter, general requirement of specification, technical specification, schedule of prices and required tools/ tackles/ plants and machinery for completion of work, has been signed by *Shri* ..... (Write name of authorized signatory), (write name of firm)....., on behalf of the Contractor and *Er./Shri* .....(write name of officer from PTCUL), (write designation)..... , PTCUL, Dehradun ( The Purchaser ) on behalf of Power Transmission Corporation of Uttarakhand Ltd. (PTCUL) Dehradun and all these documents are deemed to form part of this Contract as though as separately set out herein and are included in the expression 'Contract' where ever herein used.

AND WHERE AS the Purchaser has accepted the tender of the contractor for .....**(write name of tender)**..... as per tender specification no. ....**(specify no.)**..... for the sum of Rs.....**(specify tender value in figures as well as words)**..... upon the terms and subject to the conditions mentioned herein after or the sum that may be due as per actual quantity of work.

**NOW THESE PRESENT WITNESS and the parties here to hereby agree and declare as follows, that is to say, in consideration of the payment to be made to the Contractor by the Purchaser, the Contractor shall and will duly execute the works as per scope of work complete in all respect on the terms and conditions mentioned in the Contract.**

AND in consideration of successful execution of work by contractor and due performance of these works of the Contract, the Purchaser does hereby for himself, his successors or assigns will pay to the contractor the sum of Rs.....**(specify tender value in figures as well as words)**.....or other sums as may become payable to the Contractor under the provisions of this Contract.

**IN THE WITNESS HEREOF the Parties here to have signed this Deed hereunder on the dates respectively mentioned against the signature of each.**

**Signed by**

**Signed by**

(name of officer)  
(designation of officer)  
PTCUL, Dehradun

(name of authorized signatory )  
Authorized Signatory  
For and on behalf of  
(Name of firm)

Witness: -

Witness:-

(1)

(1)

(2)

(2)