

**INDRAPRASTHA POWER GENERATION CO. LTD. /
PRAGATI POWER CORPORATION LIMITED**

INSTRUCTION TO BIDDER (For Contract Cases)

TENDER WILL BE OPENED IN THE PRESENCE OF AVAILABLE AUTHORIZED REPRESENTATIVE OF BIDDERS:

1. The offer should be in sealed envelope and preferably be dropped in tender box kept in S&M Deptt, Pragati power station or sent by Registered Post / speed post. Intending bidders are advised to post their offers well in-time so as to reach this office before bid due date and time. Offers sent through courier / by hand shall not be accepted if presented after prescribed time of submission of bids on due date. In the event of any contingency, a bidder may send his offer by FAX with all terms and conditions. The same shall also be considered subject to the fulfillment of the following:-
 - a) The FAX should have been transmitted before the due date and time for submission of bids.
 - b) Confirmation that the confirmatory copy has been sent by registered post / speed post at least one day before the scheduled bid opening date and received within three days of last day of submission of bid.
2. OFFER MUST BE PREFERABLY TYPED.
3. THE TENDER / ENQUIRY NO., BID DUE DATE, VALIDITY OF OFFER AND DETAILS OF EARNEST MONEY DEPOSIT (EMD) SHOULD BE SUPERSCRIBED ON THE ENVELOPE, FAILING WHICH THE OFFER MAY BE REJECTED.
4. (i) If tender enquiry is passed on to an agent / dealer, duly authorized by the vendor to whom enquiry was sent originally, then authorization letter in the format enclosed as ANNEXURE-IV should be sent in advance by the party invited to quote. A copy of the same should also be inside or outside alongwith the bid Envelope.
(ii) In case of any change in the name of the Company vis-à-vis what has been indicated in the tender enquiry, bidders are requested to intimate such changes in advance, supported by relevant documents, failing which the offer may be treated as unsolicited & run the risk of being not opened.
5. The quoted price must be written in both figures and words in capital letters, alteration if any, should be made clearly by crossing the whole entered rate and last corrections should be attested by the tenderer with their full signature and rubber stamp. In no case there should be overwriting and all tenders with such overwriting shall be liable for rejection. In case of any discrepancy between figures and words, the rates in words shall be considered for the purpose of evaluation.
6. Offers shall be accompanied with earnest money deposit (EMD) of requisite value as specified in separate envelope failing which offer are liable for rejection.

EMD upto Rs. 25000/- (Rs. Twenty five thousand only) shall not be accepted in the form of Bank Guarantee

EMD may be furnished in any of the following forms:-

- A) Call deposit receipt fully pledged in favour of IPGCL/ PPCL as the case may be. or Pay Order or Demand draft in the name of IPGCL/PPCL as the case may be.
- B) Bank Guarantee from a Nationalized Bank / other banks (as per IPGCL/PPCL approved list enclosed as ANNEXURE-V) and irrevocable and operative till the validity of the offer (as per Pro-forma.)
- C) Post Office/National Savings/National Defence Deposit Certificate duly endorsed in favour of IPGCL/PPCL as the case may be.
- D) Fixed Deposit Receipt issued by Nationalized Banks endorsed by the Bank on whom it has been drawn.
- E) Certified Cheque in favour of IPGCL/PPCL as the case may be duly endorsed by the bank on whom it has been drawn.

The earnest money will be forfeited in following cases: -

- i) On revocation of tender, or increase in rates after opening of the tender but before the expiry of validity of the offer expires
- ii) On refusal to enter into the contract after the award is made by IPGCL/PPCL to the tenderer within the validity period of offer.
- iii) If the work is not commenced after the work is awarded to contractor

Bidders registered with Small Scale Industries / National Small Scale Industries Corporation shall be exempted from the deposition of Earnest Money Deposit, provided the quoted value of the tender is within the monetary limit for the said unit set by NSIC / State Director of Industries. Tenderer seeking exemption should enclose a photocopy of valid registration certificate preferably attested by Gazetted Officer / Magistrate 1st class, giving details such as validity, stores and monetary limits failing which they run the risk of their tenders, as ineligible

7. Offer should be strictly as per the specification/Scope of Work as spelt out in the enquiry. Deviations there from, if any, should be clearly spelt out by the tenderer in the enclosed Pro-forma ANNEXURE-II. In case no such deviation is indicated, it shall be taken for granted that the item / work have been offered strictly as per requirement given in the enquiry /NIT.
8. Tenderers should base his offer on the delivery schedule indicated in the enquiry. In case of any deviation, the tenderer should quote his best, realistic delivery. The same shall be specific and guaranteed. The delivery period shall commence from the date of Telex / Fax of Intent / Letter of Intent /Contract Order, whichever is the first intimation of acceptance of vendor's offer. Final dates of delivery shall be the date of dispatch of materials (job work) evidenced by the relevant Good Receipt Note (GR). Wherever stage inspections and / or pre-dispatch inspections is involved, the vendor shall take into account, 7 days notice to IPGCL for deputing the Inspector. The delivery period should be inclusive of the time taken for such inspection. The completion period shall be inclusive of the time taken for mobilizing / demobilizing of the site. For delays beyond the contractual delivery period, provisions of IPGCL General Terms & conditions shall apply.
9. IPGCL reserves the right to accept or reject any/ all offers without assigning any reason thereof / decrease the tendered quantity. The quoted rates, terms & conditions shall apply for part quantity/work also.
10. In case of non submission of quotations, tenderer may send a regret letter and return all drawings etc. if any, enclosed with the enquiry failing which they may not be considered for future cases.
11. IPGCL/PPCL may, at its sole discretion, blacklist/ debar any supplier /contractor /for participating in any tendering process with IPGCL/PPCL, who indulges or is suspected to be indulged in unethical practices while dealing with IPGCL/PPCL
12. Order placed as result of this Tender /enquiry shall be subject to the IPGCL's/PPCL General Terms & Conditions, a copy of which is enclosed with Tender / Enquiry.
13. The bidder should specifically indicate the rates of Service Tax/VAT/CST /or any other tax. If nothing is mentioned then these taxes etc. shall be taken as inclusive at maximum prevailing rates.
14. If the bidder is on DGS & D Rate contract for enquired items, a copy of the same should be enclosed along with the offer Units registered with SSI / NSIC shall indicate the registrations number and enclose copy of the registration certificate.
15. Test certificate of Manufacturer / Government Test House shall be required to be submitted wherever so stipulated.
16. Tenderers shall certify that the quoted rates are same as applicable to other Government Departments / Public Sector undertakings.
17. The quoted rates must be firm till the complete executions of the contract and must be valid for period of 120 days or four months from the date of opening of tender for placement of order.
18. Tenderers are requested to fill in the enclosed Pro-forma for terms & conditions and submit the same along with their offer in duplicate.
19. In case of placement of an order, the tenderer shall be required to furnish Security Deposit/ Performance Bank Guarantee as given in general terms & conditions. The Security Deposit may be furnished in any of form as detailed in clause No. 6.above. This security deposit is liable to be

forfeited if job /work shall not be carried out as per specification or due to manufacturing defects /poor workmanship /poor performance and in case of any deficiencies found during this period are not repaired /rectified/ replaced free of cost immediately.

- 20 The list of customers to whom tenderer had repaired / executed similar equipment / work in the past along with the contract order number and date etc and performance if any should be furnished.

21 COST COMPENSATION FOR DEVIATIONS

- Deviations specifically declared by the bidders in the respective Deviations Schedules of bid proposal Sheets only will be taken into account for the purpose of evaluation. The bidders are required to declare the prices for the withdrawal of the deviations declared by them in the Deviations schedules. Such prices declared by the bidders for the withdrawal of the deviations in the Deviation Schedules shall be added to the bid price to compensate for these deviations. In case, the bidder does not furnish prices for the withdrawal of deviations, the Company shall convert such deviations into a Rupee value and add to the bid price to compensate for these. In determining the Rupee Value of the deviations the Company will use parameters consistent with those specified in the specifications and documents and / or other information as necessary and available to the Company. In case the bidder refuses to withdraw the deviation at the cost of withdrawal indicated by the bidder in the Deviations Schedules, the bid security of the bidder may be forfeited.
 - Bidder may note that deviations, variations and additional conditions etc. found elsewhere in the bid, other than those stated in the Deviation Schedules, save those pertaining to any rebates shall not be given effect to in evaluations and it will be assumed that the bidder complies to all the conditions of Bidding documents. In case bidder refuses to withdraw without any cost to the Company, those deviations which the bidder did not state in the Deviations Schedules, the bid security of the bidder may be forfeited.
- 22 Bidder may note that the due date and time of opening of tenders will be strictly adhered to and accordingly if they wish to present themselves in the tender opening, they should bring necessary authorization letter from the company. However, due to declaration of unexpected holiday or any unforeseen circumstances the tenders are not opened on the due date, the same will be opened on the next working day.
- 23 Bidders should note their printed terms & conditions shall not be considered for evaluations purposes unless otherwise specifically mentioned in the offer itself & signed by the bidder.
- 24 Bidder should quote their prices including transit insurance charges / insurance charges.
- 25 In case, any clause is not acceptable to the tenderers, the same should be specifically brought out in the bid with a categorical confirmation for particular clause not acceptable and that all other clauses are acceptable to the bidder. If no mention is made in this regard it shall be presumed that all the clauses, terms & conditions of NIT are acceptable to bidder.
- 26 IPGCL/PPCL at its sole discretion unilateral can change the quantity to the extent of $\pm 20\%$ as indicated in the NIT unless otherwise specified. The bidder would be bound to do revised work on the same terms and conditions of prices and schedule.
- 27 Our standard terms of payment are 100% payment within 30 days of receipt and acceptance of the material/ Work at our site. In case of any deviation in payment terms, loading for interest on the advance payment @ 1.5% of cost per months shall be considered.
In case, if bidder is ready to accept the payment through Electronic Clearing Service, then duly filled up Pro-forma enclosed as ANNEXURE-III may please be submitted with the offer.
- 28 Bidders should note that the exchange rate applicable on the BOD shall be considered for Evaluation purposes in case offers are submitted in foreign currency.

INDRAPRASTHA POWER GENERATION COMPANY LIMITED./
PRAGATI POWER CORPORATION LIMITED

GENERAL TERMS & CONDITIONS (FOR CONTRACT)

1. Definition

The following terms and expression used herein shall have the meaning as indicated therein:-

Contractor/ Vendors: Shall mean the individual, firm, company or Corporation whether incorporated or otherwise to whom this Contract Order is addressed and shall include its permitted assigns and successors.

IPGCL/PPCL/ Owner: Shall mean Indraprastha Power Generation Company Ltd. /Pragati Power Corporation Limited a Company incorporated in India under the Companies Act, 1956 having its registered office at Himadri, Rajghat Power House Complex, New Delhi and shall include its permitted successors and assign.

2. Reference

The number of this Contract Order must appear on all correspondence, drawings, invoices, packing and shipping documents and on all documents or papers connected with Contract Order.

3. Specifications and Drawings

Any information, details etc called for in the specification and not shown in the drawings and vice-versa shall have the same effect and meaning as if called for and shown both in the specification and drawings. In case of conflict between the specification and drawings, the decision of IPGCL/PPCL or his duly authorized representative shall be final and binding.

4. Price Basis

Price mentioned in the Contract Order shall be firm and not subject to escalations till the execution of the complete order and its subsequent amendments accepted by the vendor, even though the completion / execution of the order may take longer time than the delivery period specified and accepted in the Contract Order.

5. Taxes, Levies and Duties

The bidder should specifically indicate the rates of Service Tax/VAT/CST/Excise Duty or any other tax if to be paid extra by IPGCL/PPCL. If nothing is mentioned then these taxes etc. shall be taken as inclusive at maximum prevailing rates.

6. Inspection/ Checking/Testing

Inspection by the IPGCL/PPCL and or his authorized representative or failure by the IPGCL/PPCL and / or his authorized representative to inspect the material / equipment shall not relieve the vendor of any responsibility or liability under this Contract order in respect of such material / equipment not be interpreted in any way to imply acceptance thereof by the IPGCL/PPCL.

Whenever specifically asked for by the IPGCL/PPCL and or his duly authorized representative, the vendor shall arrange for inspection/testing by Institutional Agencies such as Lloyds Register of Industrial Services, Boiler Inspectorate etc. In such cases, vendor shall adhere to the inspection/ testing procedure laid down by such agencies. All expenses including inspection fees shall be to the vendors account unless agreed to the contrary and specified in the Contract Order.

7. Access to Vendors' Premises

The IPGCL/PPCL and/ or his authorized representative shall be provided access to vendors and / or his sub-vendors' premises at any time during the pendency of the Order, for expediting, inspection, checking etc. of work.

8. Removal of Rejected Goods and Replacement

If upon delivery, whether inspected and approved earlier or otherwise, the material/ equipment is not in conformity with the specifications, the same shall be rejected by the IPGCL/PPCL 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 Works /Site/Office. The vendor shall arrange removal of the rejected items within 15 days from the date of notification. In the event, the vendor fails to lift the materials within the said 15 days, the Owner shall be at liberty to dispose off such rejected items in any manner as he may think fit. All expenses shall be recoverable from the vendor.

9. Terms of Payment

Our standard terms of payment are 100% payment within 30 days of receipt and acceptance of the materials/Work at our site. In case of any deviation in payment terms, loading for interest on the advance payment @ 1.5% of cost per months shall be considered.

In case, if bidder is ready to accept the payment through Electronic Clearing Service, then duly filled up Pro-forma enclosed as ANNEXURE-III may please be submitted with the offer.

10. Additions/ Alterations / Modifications

The IPGCL/PPCL reserves the right to make additions/ alterations /modifications to the quantity of the items in the Contract Order. The vendor shall supply such quantities also at the same rate as originally agreed to and incorporated in the Contract Order. If, however, the additional work is at variance in design, size and specifications and not already covered by the Contract Order or the amendments therein, the rates for such additional work shall be negotiated and mutually agreed.

11. Delivery/Completion Schedule

Time is the essence of this Order and no variation shall be permitted in the delivery/Completion schedule mentioned in the Order. Delivery/ Completion of the equipment / materials/Services described shall be deemed to constitute acceptance of this Order and terms & conditions by the vendor at the price specified.

12. Recovery for Delay in Completion

- i) In case of any delay in the execution of the Order beyond the stipulated date of delivery/ Completion schedule including any extension permitted in writing, the IPGCL/PPCL reserves right to recover from the vendor a sum equivalent to 0.5% of the value of the delayed materials/equipment for each week of delay and part thereof subject to a maximum of 5%(Five Percent) of the total value of the Order.
- ii) Alternatively the IPGCL/PPCL reserves the right to purchase the material / equipment from elsewhere at the sole risk and cost of the vendor and recover all such extra cost incurred by the IPGCL/PPCL in procuring the material by the above procedure.
- iii) Alternatively the IPGCL/PPCL may cancel the Order completely or partly without prejudice to his right under the alternative mentioned above.
- iv) In event of recourse to the alternative (ii) and (iii) above, the IPGCL/PPCL will have the right to reorder the stores/services which are readily available to meet the urgency in requirement caused by vendors failure to comply with the scheduled delivery irrespective of the fact whether the materials/ equipments are similar or not.

13. Patent Rights

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

14. Force Majeure

Vendor shall not be considered in default if delay in delivery occurs due to causes beyond his control such as acts of God, natural calamities, civil wars, strikes, fire, frost, floods, riot and acts of unsurpassed power. Only those causes which have duration of more than 7 days shall be considered cause of force/calendar majeure. A notification to this effect duly certified by local Chamber of Commerce / Statutory Authorities shall be given by the vendor to the IPGCL/PPCL by registered letter. In the event of delay due to such causes, the delivery schedule will be extended for a length of time equal to the period of force majeure or at the option of the IPGCL/PPCL, the order may be cancelled. Such cancellation would be without any liability whatsoever on the part of the IPGCL/PPCL. In the event of such cancellation, the vendor shall refund any amount, advanced or paid to the vendor by the IPGCL/PPCL and deliver back any materials issued to him, by the IPGCL/PPCL and release facilities, if any provided by the IPGCL/PPCL.

15. Cancellation

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

- i) The vendor fails to comply with any of the terms of the order
- ii) The vendor becomes bankrupt or goes into liquidation.
- iii) The vendor makes general assignment for the benefit of the creditors and
- iv) Any Receiver is appointed for the property owned by the vendor.

In case of unsatisfactory execution of work or inordinate delay on the part of the contractor and if the performance is not improved even after 15 days notice, given to the contractor, IPGCL reserves the right to cancel the order, forfeit the security deposit and get the balance work executed departmentally or through any other outside agency at the sole risk and cost of the contractor

16. Waiver

Any waiver by the owner of any breach of the terms & conditions of the Order shall not constitute any subsequent breach of the waiver of any other right or conditions.

17. Compliance of Regulations

The vendor shall warrant that all goods and/ or services covered by this Contract Order shall have been produced, sold, dispatched, delivered, tested and commissioned in strict compliance with all applicable laws, regulations Including Industries (Development & Regulations) Act, 1951 and any amendments there under, labour agreements, working conditions 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 IPGCL/PPCL in evidence of compliance of all laws, rules and regulations required for reference. Any liability arising out of contravention of any of the laws on executing this order shall be the sole responsibility of the vendor and the IPGCL/PPCL shall not be responsible in any manner whatsoever.

18. Sub Letting & Assignment

The vendor shall not sub-let, transfer or assign any part of this Contract Order, without the prior written consent of the IPGCL/PPCL. Such assignments or subletting or transfer shall not relieve the vendor from any obligation duty and responsibility under this Contract Order. Any assignment, transfer or subletting without the prior written approval of the IPGCL/PPCL shall be void. The IPGCL/PPCL shall have the right to cancel the order and to Contract the goods/work from elsewhere and the vendor shall be liable to the IPGCL/PPCL for any loss or damage which the IPGCL/PPCL may sustain in consequences or arising out of such Contract and the vendor shall indemnify such loss or damage to the IPGCL/PPCL.

19. Vendor Drawing & Data

All drawings, data and documentation in respect of the ordered items are an integral part of the Contract Order. The vendor will furnish all such drawings, data and documentation to the IPGCL/PPCL. The schedule for submission of these documents by the vendor and the required number of copies shall be specified by IPGCL/PPCL. The vendor shall ensure strict compliance to this schedule.

20. Information Provided by the IPGCL/PPCL

All Drawings data and documentation that are given to the vendor by the IPGCL/PPCL for the execution of the Order shall be the property of the IPGCL/PPCL and shall be returned by the vendor on demand by the IPGCL/PPCL. The vendor shall not make use of any of the above documents for any purpose at any time except for the purpose of executing order of the IPGCL/PPCL. The vendor shall not disclose any of the information given by the IPGCL/PPCL to any person, firm, body corporate and / or authority and shall use all endeavors to ensure that the above information is kept confidential. All such information shall also remain the absolute property of the IPGCL/PPCL.

21. Vendor Liability

Vendor hereby accepts full responsibility and indemnifies the IPGCL/PPCL and shall hold the IPGCL/PPCL harmless from all acts of omissions and commissions on the part of the vendor, his agents, his sub contactors and employees in execution of the Order. The vendor also agrees to defend and hereby undertakes to indemnify the IPGCL/PPCL and also hold him harmless from any and all claims for injury to or death of any and all persons including but not limited to employees and for damage to the property arising out of or in connection with the performance of the work under the Contract Order.

22. Indemnify of IPGCL/PPCL Materials

- i) In case, the IPGCL/PPCL has to supply Free Issue Materials under the Contract Order, the same shall be issued to the vendor only when the vendor submits a Bank Guarantee indemnity bond for the full value thereof strictly in the manner and as per the pro-forma of the Bank Guarantee indemnity bond approved by the IPGCL/PPCL.
- ii) Wherever possible such Free Issue Materials shall be consigned to the vendor's sidings. In case vendor does not have any siding or for any reasons materials can not be consigned to his siding the same shall be consigned to the public siding/ Goods Depot to be specifically confirmed by the vendor. The loading / unloading and any further handling of such materials for the siding/ destinations shall be arranged by the vendor at his own cost and responsibility.
- iii) The vendor shall give a Firm List of "Free Issue Materials" and the schedule of their delivery strictly in accordance with the sequence of the fabrication vis-à-vis the delivery schedule.
- iv) Unused materials or scrap from the "Free Issue Materials "supplied by the IPGCL/PPCL shall be returned to the IPGCL/PPCL or if the IPGCL/PPCL so directs, the vendor may dispose off the same by sale or otherwise on such terms and conditions as the IPGCL/PPCL may stipulate and the vendor shall pay to the IPGCL/PPCL the sale proceeds of such sale of the materials deducting there from expenses incurred by him on such sale (the quantum of such deduction to be mutually agreed upon in advance between the IPGCL/PPCL and the vendor) by means of DD in favour of IPGCL/PPCL.

23. Security Deposit

Security deposit will be collected from the successful tenders at the rates mentioned below. This amount is to be deposited IPGCL/PPCL in the form as per details in clause No 6 of instructions to bidder within 10 days of the issue of contract order. During depositing security amount the earnest money already paid at the time of the tender may be considered as a part of the Security Deposit.

Work Costing Up to Rs. 1 Lac	10% of the total cost
Work costing over Rs. 1 Lac but not exceeding Rs. 2 Lacs	10% of the first Rs. 1 Lac and 7 ½ % on the balance.
Works costing over Rs. 2 Lac but not exceeding Rs.20 Lacs	10% on the first Rs. 1 Lacs and 7 ½ on the next Rs. 1 Lacs and 5% on the Balance amount.
Works costing over Rs. 20 Lac but not exceeding Rs.50 Lacs	5% of the total cost subject to a minimum of Rs.1,07,500/-
Works costing over Rs. 50 Lac but not exceeding Rs.100 Lacs	3% of the total cost subject to a minimum of Rs.2,50,00/-
Works costing over Rs. 100 Lac but not exceeding Rs.250 Lacs	3% of the total cost subject to a minimum of Rs. 4,00,000/-
Work costing over Rs 250 Lacs but not exceeding Rs 500 Lacs	2% of the total cost subject to a minimum of Rs.7,50,000/-
Work costing over Rs 500 Lacs	1% of the total cost subject to a minimum of Rs.10 Lacs

No interest will be paid on this amount and will be returned back on satisfactory completion of work. Security deposit may be forfeited in case of contractor fails to complete the work or fails to abide the terms and conditions of the order.

24. Acceptance and Agreement

ACCEPTANCE

The vendor shall return duplicate copy of the Contract Order / Contract Order and the other enclosed documents duly signed as a token of acceptance within 7 days from the date of receipt of this order, failing which it shall be assumed that contract order with all terms and conditions mentioned in the order is acceptable to vendor.

AGREEMENT

Successful tenderer shall have to execute the contract agreement, if called upon to do so by the IPGCL/PPCL, within a period of 10 days from the issue of letter of intent OR before start of work, which ever is earlier, on the Non-judicial stamp paper of **Rs.100/-** (to be arranged by contractor) in accordance with the contract specifications (will be annexed with contract) failing which the contract / offer is liable for rejection and the amount of Earnest Money deposited shall be forfeited.

25. Arbitration

- i) In the event of any question dispute or difference whatsoever arising under this contract or in connection therewith including any question relating to existence, meaning and interpretation of this contract or any alleged breach thereof, the same shall be referred to the Sole Arbitrator, the MD of the IPGCL/PPCL or to a person appointed by him for the purpose. The arbitration shall be conducted in accordance with the provision of the Indian Arbitration and Conciliation Act, 1996.
- ii) It will be no objection that the Arbitrator is interested persons and/or that he had to deal with the matter to which the contract relates and/ or in the course of his duties he has expressed any view on any matter in dispute or difference. The award of arbitrator shall be final and binding.
- iii) In the event of Arbitrator dying, neglecting, resigning or being unable to act for any reason or his award being set aside by the court for any reason, it will be lawful for the MD of IPGCL/PPCL to appoint another Arbitrator in place of outgoing Arbitrator.
- iv) It is further terms of this agreement that no person other than a person shall act as an Arbitrator and that, if for any reason that is not possible, the matter should not be referred to Arbitration at all.
- v) The Arbitrator may from the time to time, with the consent of all parties extend the time in making the award.
- vi) The cost incidental to the arbitration shall be at the discretion of the Arbitrator. The arbitration shall be conducted at New Delhi.
- vii) Notwithstanding any dispute between the parties Supplier shall not be entitled to withhold, delay or defer his obligation under the contract and same shall be carried out strictly in accordance with the terms & conditions of the contract.
- viii) In the event of disputes or differences arising between the Public Sector Enterprises and a Government, the provisions of BPE office memorandum No. BPE /GL -001/76/MAN/2110-75-BPE (GML-1) dt. 1st Jan. 1976 shall be applicable.
- ix) The arbitrator shall give his speaking or reasoned award with respect to the disputes referred to him by either of the parties.

26. Jurisdiction

The court at Delhi shall have exclusive jurisdiction to entertain and try all matters arising out of this contract.

27. Contractor to Inform Himself

The contractor shall be deemed to have satisfied himself about the detailed job content, the conditions and circumstances affecting the contract prices and the possibility of executing the works as shown and described in the tender. The contractor shall be deemed to have inspected and examined the site, its surrounding and have satisfied himself as to the form and nature of the site, the accommodation he may require for his labour and general labour position at site and to have based his prices taking into account the risk, contingencies and other circumstances, which may influence the execution of the work.

28. Action for the Default

In case tenderer amends/ modifies/ revises/ withdraws the price/ price structure of the offer without the consent of IPGCL/PPCL, after the tender opening and during the minimum period of validity of the offer i.e. 120 days, the earnest money in full or part deposited by them, shall be liable to be forfeited or their offer liable to be rejected. They shall also be debarred from participating in future tender for the period ranging from 1 to 5 years and shall be placed under black list.

29. Contractual Responsibilities

- i) The contractor shall ensure compliance of all statutory and mandatory requirements, including all labour law requirements. The contractor shall also keep IPGCL/PPCL indemnified against any liabilities that may arise on this account.
- ii) The contractor shall be further responsible for observance of all acts and rules under Factory Act like minimum wages act, EPF act, ESI or any other act which may become applicable to contractor time to time. The contractor has to submit copies of all insurance covers, EPF registration and ESI registration before start of work.
- iii) The right of entry of the contractor and his workmen in the power station will be reserved with IPGCL/PPCL.
- iv) The present tender shall be governed and be subjected to the applicable laws of India. The Courts of Delhi shall have execution jurisdiction in all matters arising under this contract.
- v) The contract shall provide all necessary superintendence during the execution of the work.
- vi) The contractor shall have no claims to compensation for any loss sustained by him by reason of purchased or produced by advance on account of with view to the execution of the work for the performance of the contract.
- vii) Contractor shall be fully responsible for any injury which the contractor or his workmen or any other person may sustain during the performance of the contract.
- viii) The contractor shall, in all dealings with its labour for the time being employed on or in connection with the contract, pay due regards to all recognized festivals, official holidays and all Regulations and rules framed there under appertaining to the employment of labour
- ix) The contractor shall provide all necessary superintendence during the execution of contract. The contractor shall depute a competent authorized qualified representative for execution of contract who shall be available round the clock in the premises for communication during any time. The representative shall represent the contractor in his absence and all direction given to him shall be binding on the contractor.
- x) All traveling expenses of contractor's personnel shall be borne by him.
- xi) The contractor shall engage permanent / regular employees of his establishment for the job and shall be fully responsible for their monthly wages, provident fund liabilities as per Government of NCT of Delhi and Govt. of India, rules, enforce from time to time all the necessary records have to be maintained by the contractor at his own, as per the labour law and shall have to be produced on demand by the concerned authorities.
- xii) The contractor shall be responsible for the control and supervision of his staff. The labour and the contractor should work to the satisfaction and requirement of IPGCL/PPCL.
- xiii) It shall be contractor's responsibility to maintain and keep the labour in specified areas only. Strict action may be taken against the contractor and his labour if found in other places and indulged in unlawful activities.
- xiv) All the safety appliances, if required to carry out the job, are to be arranged by the contractor for his staff.

30. INDEMNITY DAMAGES AND INSURANCE:

- i) The tenderer shall indemnify and make harmless the owner or the Engineer, their agents or employees from and against all losses and all claims, demands, payments, suits, actions, recoveries and judgments of every nature and description brought or recovered against him or the owner by reason or any act or commission of the said contractor, his agents or employees in the execution of the work. An indemnity bond to this effect will be submitted by the contractor before start of work.
- ii) The tenderer shall also indemnify the owner against payment under the workman's compensation act., which the owner may suffer, sustain or be in any way subjected to be reason of injuries to the Tenderer's or the Owner's employees, or other person or damage to the property of any person or corporation arising out of or resulting from the performance of the work of this contract.
- iii) Workman's compensation policy shall contain or waiver of the insurer's right under the workman's compensation law to recover from the owner compensations and other expenses paid for any injury to or death of any employee or the tenderer while performing the work covered by the contract.
- iv) The tenderer shall pay all costs and maintain throughout the period of the contract, public liability and property damage liability insurance with the following coverage: -
- v) Public liability limits for bodily injury or death not less than Rs.1,00,000/- for the person and Rs. 2,00,000/- for each accident.
- vi) Property liability limit for each accident not less than Rs. 1,00,000/-.
- vii) The owner shall have the right at any time to require public liability insurance and property damage liability greater than those specified in sub-sections (i) & (ii) above. In any such event the additional premiums payable solely as the result of such increase in insurance shall be added to the contract sum.
- viii) In addition, the tenderer is fully responsible for all the equipment and material for damage or loss from any cause during transition and/or while in custody of Contractor's at his works site until his complete work is formally accepted by the owner.
- ix) The Tenderer shall submit all policies of insurance to the Engineer for approval prior to executing such insurance and starting his work on the site.

The tenderer must submit to the engineer-in charge a certificate in duplicate, from the Insurance Company covering each type of insurance the tenderer is required to take and each certificate shall state that no policy will be cancelled without the written consent of engineer-in charge. The tenderer shall name the owner in each policy in addition to himself as the insured. Selection of the Insurance Co. shall be with the owner's approval.

31. Recoveries

Where any claim against the contractor for payment of a sum of money arises out of or under the contract, IPGCL/PPCL shall be entitled to recover such sum by appropriating, in parts of such security. In the event of the security being insufficient, the balance of the total sum recoverable, as the case may be shall be

deducted from any sum then due, or which at any time thereafter become due from the contractor under this or any other contract with IPGCL/PPCL, should this sum be not sufficient to recover the full amount recoverable, the contractor shall pay to IPGCL/ PPCL on demand the balance remaining dues.

32. Discipline

- i) The contractor shall on instruction of Engineer immediately remove from work any person employed who may misbehave or cause any nuisance, of any type or otherwise in the opinion of the Engineer is not a fit person to be retained on the work and such person shall not be employed again or allowed on the work without prior written permission of the Engineer. All the rules and regulations prevailing and applicable from time to time at the installation or as directed by IPGCL/PPCL will be strictly adhered to by the contractor.
- ii) The contractor shall at all time during the progress of the contract use its best endeavors to prevent any unlawful, riotous or disorderly behavior or conduct by or amongst its employees and the labour.

33. Cleanliness of the Plant

The contractor shall keep the site clean and remove from the site and dispose of all waste materials and rubbish etc. and carry out any measures required to comply with health and hygiene regulations. The site shall be left clean and tidy to the satisfaction of the Engineer.

34. Replenishment/Repair of Damaged Parts

In respect of the damage of any equipment or part there of due to negligence on the part of the contractor the same shall be repaired/replenished by the contractor at its own cost to the entire satisfaction of the Engineer, failing which IPGCL/PPCL shall be at liberty to repair/replenish the damaged part/equipment at the risk and cost of the contractor.

35. Safety Measures

1. The safety of the Contractor's staff is the responsibility of the Contractor itself. The Contractor shall provide at his own cost all safety equipment such as safety helmet, shoes, gumboots, dust respirator, hand gloves etc. as per the work requirement and as felt necessary by the Engineer-in-Charge of Safety Engineer. The site Engineer of IPGCL/PPCL or Contractor shall take adequate steps to ensure the proper use of the safety equipments by Contractor's staff at all times failing which Clause No.8 for penalty will be applicable on Contractor.

1(b) Persons working at height should use safety belt/fall arresters. If required fall arresting net must be provided for protection.

Uses of matchbox, lighters and smoking or other such act, which may cause fire, are strictly prohibited. In the power station all hot works such as welding, gas cutting etc. which may cause fire shall be carried out with proper care. If required the work permit may be obtained.

1(c) Flash back spark arrestors are to be installed in both the gas cylinders used for gas cutting/welding at both ends of the pipes.

2 (a) The Contractor shall comply all the labour laws governing the workmen engaged by them, directly or through a sub-contractor and implementing the provision of PF Act, Gratuity Act, Minimum wages Act, W.C. Act, Payment of Wages Act, Rules & Regulations framed there under and also provision of any other act as may be applicable for operation or carrying out of the said contract.

2 (b) The Contractor shall get insured his workers under ESI or workmen compensation act, 1923 and shall indemnify for any such claim, which may be made under the act in respect of any accident or injury sustained to any workmen in the employment.

2 (c) All works should be executed in accordance with the requirement of the Factories Act and rules, Electricity Act and other applicable act and rules or codes of the company. The contractor shall comply with all rules and regulations of the local authorities in performance of his work.

3. The Contractor shall use only tested T&P, lifting tackles, pressure vessels (Compressors etc.) and other machines, tested by authorized/competent persons/company from Govt. of Delhi or other states. The Contractor shall submit the copy of such test certificates on demand.

4. All cases of serious accident to the Contractor's staff or any one of them however caused and whenever on the work site the Contractor shall immediately report to the Engineer Incharge and other statutory authorities and shall make adequate arrangements for rendering all possible aid to the victims of the accident.

5. The Contractor shall produce certificate of physical fitness of all his employees and shall employ only fit and healthy persons.

6. The site shall be maintained neat, clean and with good sanitary conditions at all costs by the Contractor failing which clause no.8 for penalty shall be applicable.

7. For Electrical Works:

7. (a) All electrical installations and portable equipments should be earthed properly. When workers employed in electrical installation, which are readily energized-wearing apparel, such as gloves & boots as may be necessary shall be provided. The workers should not wear any ring, watches etc., which are good conductor of electricity when working on live board/equipments.

7. (b) The electrical work Contractor shall have valid "Electrical Contractor License" issued from Govt. of Delhi/ Other states and shall deploy the "License holder" supervisor at site.

8. In case of continued violation of these safety instructions and safety codes and applicable Act & Rules, which are necessary to ensure safety of men, material, environment, and equipment or Contractor's willful failure to comply with the instructions of Engineer in charge/Safety Engineer IPGCL/PPCL can impose a penalty @1% or Rs.500/- (Rs. Five Hundred Only) whichever is less for each instance of noncompliance subject to maximum 5% of the total contract value. Also IPGCL/ PPCL may provide the safety equipment to the Contractor's employees and the cost of which will be recovered from the contractor's bill.

36. Entry Passes

All such materials, which are required to be used by contractor, shall be brought with proper gate pass and similar authentic document that shall be got inspected by Engineer along with material as per security rules in force, contractor shall be responsible for antecedents of his workman and for getting the gate passes. The security wing of the plant shall issue gate pass to them. No labour below the age of eighteen shall be employed on the work and labour so employed must be able-bodied persons.

37. Banning/Blacklisting/Debar

IPGCL/PPCL may, as its sole discretion, blacklist/debar any supplier/contractor for participating in any tendering process with IPGCL/PPCL, who indulges or is suspected to be indulged in unethical practices while dealing with IPGCL/PPCL.

Banning

Banning of vendors for future dealing will be done:

- i) In case unethical business practice is established against a vendor.
- ii) Vendor furnishes wrong information or manipulated documents.
- iii) Vendor is charged with CBI investigation for an offence against Govt. regulation and subsequently in a court of Law.

38. Termination Of Contract

The IPGCL/PPCL/Engineer In charge may, without prejudice to his right, against the contractor in any respect of any delay or inferior workmanship or otherwise or to any claim of damages in respect of any breaches on the part of the contractor and without prejudice to any rights or remedies under any of the provisions of this NIT or otherwise and when the date for completion has or has not elapsed, by notice in writing, absolutely terminate the contract-

- (i) if the contractor, having been given by the Engineer In charge a notice in writing to rectify or replace any defective work or that the work is being performed in any inefficient or to otherwise improper or unworkmanship like manner, shall delay or suspend the execution of work so that either in the Judgment of the Engineer In charge (which shall be final and binding) he shall be unable to secure completion of the work by the date for completion or he has already failed to complete the work by that date;
- (ii) if the contractor, being the Company pass a resolution or the court make an order that the Co. shall be wind up or if a receiver or Manager on behalf of a creditor, shall be appointed or if circumstances have arise which entitle the court to make a winding up order; if the contractor commits breaches of any of the terms and conditions of this contract.

When the contractor has made himself liable for action under the terms of NIT, the Engineer-in-charge / IPGCL/PPCL may, without prejudice to the right of IPGCL/PPCL terminate or rescinded the contract and the security deposit of contractor shall stand forfeited and shall be absolute at the disposal of IPGCL/PPCL. IPGCL/PPCL reserve the right to take any action to recover the loss, if any suffered by the IPGCL/PPCL due to non-performance of the contract or due to non-compliance of any of the Terms & conditions of the contract.

Note: Notwithstanding anything contained in any clause of General Terms & Conditions, if there is contradiction in clauses of the General Terms & Conditions and special Terms & Conditions, then special Terms & Conditions shall have overriding effect on the General Terms & Conditions.

Signature of Bidder
(With Rubber Stamp) & Designation

MANAGER (CS)-
For and behalf of IPGCL/PPCL

INDRAPRASTHA POWER GENERATION COMPANY LTD/**PRAGATI POWER CORPORATION LTD**

(A GOVT. OF NCT OF DELHI UNDERTAKING)

220 KV Sub Station Building, Pragati Power Station I.P. Estate, Ring Road, New Delhi- 110002

PERFORMA FOR TERMS & CONDITIONS

Please ensure to submit duly filled up this Performa of terms & Conditions with your offer failing which your offer is likely to be ignored. In case of incomplete / vague information, the offer shall be loaded / evaluated as per terms & Conditions:

1.	Tender Enquiry No. & due date	
2.	Name of the bidder.	
3.	NSIC/SSI Registration No, if any. (With monitory limit and validity date.)	
4.	Earnest Money Deposit Details	Rs. _____ by DD / PO / BG No _____ dt. _____ Bank _____ In favour of IPGCL / PPCL payable at New Delhi is enclosed in original. In favour of PPCL in case work pertains to PPCL. In all other works it will be in favour of IPGCL.
5.	Price Basis (FOR)	Inclusive / exclusive of rate, P&F and transit insurance etc.(#)
6.	Discount	
7.	Price Variation	The price quoted shall remain firm till complete execution of order (In case of any specific price variation formulae, the same shall be indicated by bidder)
8.	VAT / CST	Registration No. _____ dt. _____ VAT / CST are inclusive / exclusive / not applicable. (#) If it is not mentioned then it shall be taken as inclusive at maximum prevailing rate
9.	Service Tax	Registration No. _____ dt. _____ Service Tax is inclusive / exclusive / not applicable. (#) If it is not mentioned then it shall be taken as inclusive at maximum prevailing rate
10.	Excise Duty / any other tax	Registration No. _____ dt. _____ Excise Duty / any other tax are inclusive / exclusive / not applicable. (#) If it is not mentioned then it shall be taken as inclusive at maximum prevailing rate

We confirm acceptance towards the following:

11.	Payment Term	Accepted as per NIT.
12.	Validity	120 days from due date of opening.
13.	Security Deposit / Performance Bank Guarantee	Acceptable as per NIT
14.	Recovery for delay in completion	In the event of un-satisfactory delay or non-completion of the job, the Contractor shall be liable to pay Penalty @0.5% per week or part thereof subject to maximum 5% of the ordered value
15.	Rate certificate	It is certified that the prices quoted herein are not more than being charged to other Govt. / Semi-Govt. / PSUs / SEB's.
16.	Guarantee Certificate	Material / executed work quoted shall be guaranteed according to IPGCL/PPCL'S terms & conditions and are acceptable
17.	IPGCL / PPCL Terms and Condition	Acceptable
18.	Part Order	Acceptable / Not Acceptable. (#)
19.	Completion Period.	_____ Months / Weeks / Days (#) from the date of receipt of order.

(#) Strikeout which is not applicable.

We further confirm that:

1. We possess ESI registration with _____ (Registering Authority) vide registration no. _____. In case our registration is not valid in NCT of Delhi we shall not object, in case IPGCL / PPCL ignore our offer for consideration on this account.
2. We possess EPF registration with _____ (Registering Authority) vide registration no. _____. In case our registration is not valid in NCT of Delhi we shall not object, in case IPGCL / PPCL ignore our offer for consideration on this account.
3. We confirm that we shall fulfill all requirement of the workman Compensation Act and shall keep valid insurance covers for public liability and property liability as per NIT.
4. We confirm that no workman below the age of 18 years shall be deployed on job and his per day wages shall not be less than the approved rates by Govt. of NCT of Delhi for respective categories to which that workman belong.

(SIGNATURE OF BIDDER WITH NAME, DESIGNATION & OFFICE SEAL)

Note:

1. In case any clause is not acceptable to the tenderers, the same should be specifically brought out in the bid with a categorical confirmed that all other clauses are acceptable to the bidder if no mention is made in this regard it shall be presumed that all clause, mentioned herein above are acceptable to the bidder.
2. All bidders are requested to attach copies of executed orders by them for similar works to any Govt / Semi Govt. / PSU / SEB's, reputed Industrial organizations for justification of rates.

STATEMENT OF DEVIATIONS

Bidder's Name and Address

.....
.....To,
Manager (CS)- I
IPGCL/PPCL
IP Estate Ring Road,
New Delhi-110 002.

Sub: Tender/Enquiry No. _____

Dear Sirs,

Irrespective of whatsoever has been stated to the contrary anywhere else in our offer, only following are the deviations and variations from any exception to the specifications and tender documents for the above mentioned subject works/ supplies. These deviations and variations are exhaustive. Except for these deviations, the entire works/ supplies shall be performed as per specifications and tender documents. Further we agree that additional conditions if any found in our offer, other than those stated below, save that pertaining to any rebates offered, shall not be given effect to.

Sr. No.	Description of Deviation	Ref. of page, clause & Vol. No. Of bid documents	Monetary Implications of the conditions in Case of withdrawal	
			Rs. (in figure)	Rs. (In words)

*Note: Here the tenderer should indicate the amount of money if any which he would charge extra (i.e. in addition to the rates quoted by him) for withdrawal of his conditions / deviation and accepting the conditions as stipulated in tender documents. (Use additional sheet of the same size and format if necessary).

Signature
(With Rubber Stamp) & Designation

ANNEXURE- III

FORM NO.E-5

**ELECTRONIC CLEARING SERVICE (CREDIT CLEARING)
(MODEL MANDATE FORM)
(INVESTOR/ CUSTOMER'S OPTION TO RECEIVE PAYMENTS THROUGH CREDIT CLEARING MECHANISM)**

(SCHEME NAME AND THE PERIODICITY OF PAYMENT)

1. INVESTOR/ CUSTOMER'S NAME:**2. PARTICULARS OF BANK ACCOUNT :**

A. BANK NAME :

B. BRANCH NAME :

Address :

Telephone :

C. 9-DIGIT CODE NUMBER OF :

THE BANK & BRANCH

(Appearing on the MICR Cheque issued by the bank)

D. ACCOUNT TYPE :

(S.B. Account/Current Account or
Cash Credit with Code 10/11/13)

E. LEDGER NO./LEDGER FOLIO NO :

F. ACCOUNT NUMBER :

(As appearing on the Cheque Book)

(In lieu of the bank certificate to be obtained as under, please attach a blank cancelled Cheque, or photocopy of a Cheque or front page of your saving bank passbook issued by your bank for verification of the above particulars).

3. DATE OF EFFECT:

I hereby declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information, I would not hold the User institution responsible. I have read the option invitation letter and agree to discharge responsibility expected of me as a participant under the Scheme.

Date:

Signature of the Investor/ Customer.

(.....)

Certified that the particulars furnished above are correct as per our records.

(.....)
Signature of the Authorized Official from the Bank.
With Rubber Stamp

LETTER OF AUTHORITY-PERFORMA
(To be furnished on the principal's letterhead)

To,
Indraprastha Power Generation Company Ltd./
Pragati Power Corporation Ltd
New Delhi

Dear Sirs,

Ref: Tender Notice No

In connection with your letter above captioned invitation to bid M/s _____ (Name & Full address) Tel _____ and Fax _____, has been duly authorized by the undersigned to act as an agent by us under power of attorney dated _____. We confirm that any offer/commitment made by them including price, technical specification and delivery schedule shall be binding on us as if the same has been made by us and we shall fully abide by the said condition. A copy of power of attorney Duly attested is enclosed herewith.

This authority shall be irrevocable and remain valid during the currency of the contract (If awarded by IPGCL/PPCL in our favour)

Thanking you,

Yours Faithfully,

For and on behalf of _____
Name _____
Designation _____
With Rubber Stamp _____

Encl: as Above.

INDRAPRASHTHA POWER GENERATION COMPANY LIMITED
&
PRAGATI POWER CORPORATION LIMITED

LIST OF NON-NATIONALISED BANKS,WHOSE ISSUED DOCUMENTS / BANK GUARANTEE ARE ACCEPTABLE TO IPGCL / PPCL, {OTHER THAN NATIONALISED BANKS}

The List of banks whose issued documents / bank guarantees are acceptable to IPGCL/PPCL {other than nationalized banks} are as under:

1. Bank of America.
2. Bank of Tokyo.
3. Banque Indo Suez.
4. Bank National de Paris.
5. Citi Bank N.A.
6. Deutsche Bank (Asia) Aktienge Sellschaft.
7. ICICI Bank.
8. Hong Kong and Shanghai Banking Corporation.
9. Standard Chartered Bank.
10. Sanwa Bank.
11. Sumitomo Bank.
12. Society Generate Bank.
13. Credit Lyonnais.
14. Barclays Bank.
15. ABN Amro Bank N.V.
16. Svenska Handels banken SA.
17. Credit Suizse First Boston.
18. Vyasya Bank.
19. IDBI Bank.
20. UTI Bank
21. Bank of Punjab
22. HDFC Bank.