

TEL NO.: 09111-2337 8318
FAX NO.: 09111-2337 9164
2337 0533

PRAGATI POWER GENERATION CO. LTD.

(Govt. of NCT of Delhi Undertaking)
220 KV SUB-STATION BUILDING, PRAGATI POWER STATION,
I P ESTATE, RING ROAD, NEW DELHI - 110002.

(BY E-tendering system Only)

TENDER DOCUMENT (TWO PART BIDDING)
FOR CONTRACTS ONLY

Reference no. _____

Dated: _____

M/s _____

SUBJECT: Providing and fixing wooden almirah, wooden shutter in opening above door level and other civil works of 384 CISF flats at sector IV, DSIIDC Bawana.

NIT/ENQUIRY No.: 1000001781

COST OF TENDER DOCUMENTS ₹1000/- only (Rs. One thousand only) in favour of PPCL

EARNEST MONEY DEPOSIT ₹76100/-only (Rs. Seventy six thousand one hundred only) in favour of PPCL

CONTRACT PERIOD Six Months

Qualifying Requirements:

1. The average annual turnover of the bidder for last three financial years ending 31st March 2010 should be at least ₹ 11.00 lacs only
2. The bidder must have experience of having executed the order(s) for General Civil Works during the last 07 years ending 31st July,2011 with either of the following:
 - a. Three job orders costing not less than ₹ 15.00 Lacs each.
OR
 - b. Two job orders costing not less than ₹ 19.00 Lacs each.
OR
 - c. One job order costing not less than ₹ 30.00 Lacs.

Dear Sirs,

Please send your sealed offers for above /items/materials in the enclosed annexure, strictly as given in following instructions, otherwise, offer shall be ignored.

- | | | | | |
|---|----|----------------------------------|-----|------------------------------|
| 1 | a) | Bid document downloading | End | 24-08-2011 up to 17:00 hours |
| | | date | | |
| | b) | Last date & time for receipts of | | 25-08-2011 up to 11:00 hours |
| | | bids | | |
| | c) | Date of opening of tenders | | 25-08-2011 up at 11:30 hours |

The above all activities will take place at 1st floor, 220 KV Sub-Station Building, Pragati Power Station, I.P. Estate, Ring Road, New Delhi - 110 002.

Bids are to be submitted in two parts viz- **Part-A- Techno Commercial bid** containing complete technical and all commercial aspects except prices, **Part-B- Price Bid**-containing price element only.

1. EMD as applicable shall be accompanied with techno commercial bid only (Please note that the firm registered with NSIC or with Small Scale Industries, are exempted from furnishing Earnest Money provided the monetary limit fixed by NSIC/SSI authority is not below the quoted value. EMD can be furnished in any one of the forms as per instructions to bidders enclosed). Vendor availing exemption for EMD/tender fee, his envelope must be super scribed with "**NSIC/SSI Registration Certificate**" as the case may be. The detail of EMD or NSIC/SSI Registration Certificate must be indicated on the top of envelope.
2. The techno commercial bid only will be opened on the due date. After techno commercial evaluation of the bids, the price bid of qualified bidders will be opened after due information, by Tender Opening Authority in the presence of representative of the bidders, if any. Purchase of tender documents on payment of tender document cost / down loading the tender documents and furnishing the tender document cost, shall not construe that Bidder is considered qualified.
3. The techno commercial bid only will be opened on the due date. After techno commercial evaluation of the bids, the price bid of qualified bidders will be opened after due information, by Tender Opening Authority in the presence of representative of the bidders, if any. Purchase of tender documents on payment of tender document cost / down loading the tender documents and furnishing the tender document cost, shall not construe that Bidder is considered qualified.
4. IPGCL/PPCL reserves the right to reject any/full tender without assigning any reason.
5. The complete tender documents can be down loaded from IPGCL/PPCL Web site www.ipgcl-ppcl.gov.in for **NIT/Enquiry No. 100001781**
6. The sealed tenders will be received upto 1100 hours on the above said date. In case, the date of opening of the tender happens to be holiday, the tenders will be opened on next working day.
7. Please fill in the blank space and confirm the details as per Performa for terms & conditions available with the tender documents and be enclosed with techno-commercial bid.
8. Tender should be submitted on your own letter head in prescribed format/guidelines in duplicate withal enclosures.
9. These standard documents are not transferable.
10. Tempering with NIT documents is not allowed. In case of tempering made by the vendor, their offer is liable to be rejected.
11. The bidder shall submit following documents towards the proof for meeting the QR along with techno-commercial bid (for guidance of bidders, check list enclosed):
Note: The bidder shall submit the following documents toward s the essential & mandatory requirements & the proof for meeting the QR along with their Techno Commercial bid
12. Authenticated documents regarding turnover of the company for the last three financial years ending 31st march of the previous year.

13. Work orders executed by the party for the desired work as per relevant clause of the QR with a brief description with contract amounts of works previously executed by him detailed particulars of such works along with the manner of their execution and all other information that will satisfy the Engineer In-Charge that the contractor has adequate organization including personal of execute the work within the time schedule as per the specifications a declaration that the contractor is an Engineering construction firm who has successfully carried out works of similar nature and has adequate organization including experienced personal to handle jobs of similar types and magnitude.
14. The contractor should submit documents (self attested copy) of proof of having all statutory requirements related to EPF, ESI & service tax registration no. etc.
15. The contractor should submit document (self attested copy) of proof of having valid electrical contractor license. to work in NCT of Delhi in respect of electrical works.

Yours faithfully,

(Rajiv Mathur)
MANAGER (CIVIL)
CONTRACT, (CS)-III
For and on behalf of IPGCL/PPCL

Enclosures:

1. Instructions to Bidders.
2. General Terms & Conditions.(Annexure 1 page to 26)
3. Special Terms & Conditions.
4. Performa for terms and conditions acceptance.
5. Performa for Bank Guarantee towards EMD.
6. List of Non-Nationalized Banks for acceptance of Bank Guarantee.
7. Performa for Deviation Statement.
8. Performa for letter of Authority
9. Electronic Cleaning service (credit cleaning)
10. Detail of works/schedule of quantity for price bid.

ACKNOWLEDGEMENT (Applicable when Tender Documents purchased directly from SM Office)

We acknowledge receipt of Rs. _____/- only vide DD/Banker's cheque/pay order no. _____ dated _____ drawn on _____(Bank) towards cost of tender documents, as requested vide your reference no. _____ dated _____.

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CHECK LIST

Part – A (Techno commercial bid)

1. Duly Signed terms & conditions of NIT (complete set).
2. Demand Draft / Fixed Deposit Receipt / Pay Order of ₹ **76100/- (Seventy six thousand & one hundred only) as Earnest money deposit in favour of PPCL payable at New Delhi, enclosed with NIT.**
3. Tender fees: **Rs.1000 (Rs. One thousand only)** if tender documents down loaded from Web site of IPGCL-PPCL Delhi Govt. in favour of PPCL payable at New Delhi, enclosed with NIT
4. Self attested visible scanned copy of balance sheet of three financial years ending 31st March, 2010 / certificate issued by Chartered Account for annual turn over as per S. No. 1 of Qualifying Requirements.
5. Self attested visible scanned copies of executed work orders as per S. No. 2 of Qualifying Requirements with performance/ completion certificates.
6. Self attested visible scanned copies in respect of essential mandatory requirements mentioned under **Special Terms & Conditions**
7. Self attested visible scanned copy of valid Electrical Contractor License in case of electrical works.

Note: Non Submission of above documents will result in rejection of the offer.

Part - B (Price Bid)

1. Duly filled & signed summary price proposal in figure & words.

Note: Non Submission of above documents will result in rejection of the offer.

I, under take that, I have enclosed all the required credential duly authenticated by undersigned as given above. In case of shortage of any document IPGCL have the right to ignore my offer. I will not claim for considering my offer.

Place : -----

Vendors Signature with rubber stamp
showing his name & designation

Date : -----

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(BY REGD. POST/SPEED POST/COURIER)

**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 submitted through E-Tendering System.

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:-

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.

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.)

Post Office/National Savings/National Defence Deposit Certificate duly endorsed in favour of IPGCL/PPCL as the case may be.

Fixed Deposit Receipt issued by Nationalized Banks endorsed by the Bank on whom it has been drawn.

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: -

On revocation of tender, or increase in rates after opening of the tender but before the expiry of validity of the offer expires

On refusal to enter into the contract after the award is made by IPGCL/PPCL to the tenderer within the validity period of offer.

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 Ist class, giving details such as validity, stores and monetary limits failing which they run the risk of their tenders, as ineligible

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.

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.

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.

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

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.

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.

Test certificate of Manufacturer / Government Test House shall be required to be submitted wherever so stipulated.

Tenderers shall certify that the quoted rates are same as applicable to other Government Departments / Public Sector undertakings.

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.

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.

8 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.

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.

Bidders should note their printed terms & conditions shall not be considered for evaluations purpose unless otherwise specifically mentioned in the offer itself & signed by the bidder.

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.

IPGCL/PPCL at its sole discretion unilateral can change the quantity to the extent of +/- 20% as indicated in the NIT unless otherwise specified . The bidder would be bound to do revised work on the same terms & conditions of prices and schedule.

Our standard terms of payment are 100% payment within 30days 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, that may be accepted by IPGCL/PPCL.

The Engineer-in-charge may revise or amend the specifications and drawings prior to the date notified for opening of the tenders, such revisions and amendments, if any, will be communicated to all prospective tenders through an addendum or addenda to this invitation of tenders.

Successful tenderer whose tender is accepted will be required to execute an agreement on a stamp paper of Rs.100/- (to be furnished by the successful tenderer) within specified time of the issue of the written order to start the work. He will not be paid for such papers.

In the event of failure of the tenderer to sign the contract documents (contract agreement) within specified period of issue of written order to start the work, the entire earnest money deposited by him shall be forfeited and acceptance of his tender withdrawn unless the period is extended by mutual agreement.

Canvassing in connection with tenders is strictly prohibited and the tenders submitted by the contractors who resort to canvassing shall be liable to rejection.

The acceptance of the tender will rest with the IPGCL/PPCL Engineer-in-charge who does not bind himself to accept the lowest tender and reserves to himself the authority to reject any or all the tenders received without assigning any reason. Further, Engineer-in-charge reserves to himself the right to accepting the whole or any part of the tender and the tenderer shall be bound to perform the same at the rates quoted. All tenders in which any of the prescribed conditions are not fulfilled or are incomplete in any respect are liable to be rejected.

On acceptance of the tender, the name of the accredited representative(s) of the contractor who would be responsible for taking the instructions from Engineer-in-charge, be communicated to the Engineer-in-charge.

The contractor shall not be permitted to tender for work in case his near relative is posted as an officer of the rank of class-II and above in any capacity in the Civil Circle concerned, Finance and Accounts Deptt. and IPGCL/PPCL administration. He shall also intimate the name of persons who are working with him in any capacity or subsequently employed by him and who are near relatives to any officer in IPGCL/PPCL.

It would be preferable for the contractors to see the site of work before quoting their bid/offer.

The contractor shall have to accept the letter of award/intent unconditionally and immediately but not later than a period of ten days from the date of the letter of award/intent and enter into a formal agreement on non-judicial stamp paper of Rs.100/- purchased anywhere in Delhi State within specified period from the date of letter of award. The date of execution of the formal agreement shall in no case alter the date of start or completion of the work.

GENERAL CONDITIONS OF CONTRACT

The site of work is located as indicate in the Notice Inviting Tender.

Before making up their proposals, bidders shall carefully examine the site of the work to familiarize themselves with the conditions which exist regarding present work to be maintained, materials to be matched, precautions required, working space available and other conditions necessary to the making of the intelligent bids.

DEFINITIONS

The 'Contract, means documents forming the tender and acceptance therefore and the formal agreement executed between the IPGCL and the contractor together with the documents referred to therein including these conditions, specifications, Engineer-in-Charge and these documents taken together shall be deemed to form one contract and shall be complementary to one another.

In the contract, the following expressions shall, unless the context otherwise required, have the meanings hereby respectively assigned to them.

Work

The expression 'work' shall unless there by something either in the subject or context repugnant to such construction be construct and taken to mean the works by or virtue of the contract to be executed whether temporary or permanent and whether original, altered, substitution or additional.

Site

The 'site' shall mean the land and / or other place or into or through which the work is to be executed under the contract or any adjacent land, path or street through which work is to be executed under the contract or adjacent land or path or street which may be allotted or used for the purpose of carrying out the contract.

Owner

The 'owner' is the IPGCL having its office at Rajghat Power Hose. New Delhi and referred to throughout in the tender documents as 'owner'. The work owner when used in conjunction with words as directed where directed when directed approved subject to approval satisfactory accepted 'Equal to' proper determined by shall mean the Chairman IPGCL or his authorized representative(s).

Engineer – in – charge

The Engineer-in-Charge or Engineer means the G.M (Civil) or his authorized representative as the case may be, who shall supervise and be in-charge of the work and who shall sign the contract on behalf of IPGCL.

The contractor shall mean the successful tendered who is awarded the contract to perform the work covered by theses tender documents and shall include the contractors personal representatives, successors, executors,

administrators and will be referred to as if of masculine gender and singular number through the tender documents.

The Tenders means a party or parties submitting and offer for the work covered by the tender documents.

Sub-contractor – The term 'Sub-Contractor' used herein refers to a party or parties having a direct contract with the contractor to whom any part of the contract has been sublet by the contractor with the prior consent in writing of Engineer-in-Charge.

Manufacturer – The term 'Manufacturer' used herein refer to a party proposing to design and / or manufacture the equipments and material as specified complete or in part.

Detailed drawing – If necessary, additional detailed drawings may be furnished to contractor for execution of the work and they will form part of the contract.

Tender drawing – The term 'Tender Drawing' refer to the drawings made part of the tender documents.

Letter of intent/order to commence work – Letter of intent shall mean the letter from Engineer-in-Charge conveying his acceptance of the tender and order to commence the work subject to such reservations as may have been stated therein.

Plant, Equipment stores – Plant equipments shall mean end include plant and material to be provided as work to be done by the contract under the contract.

When the word approved subject to approval 'Satisfactory Directed by Accepted permitted are used the approval, Judgment direction etc. is understood to be the function of the Engineer-in-Charge and shall have the same effect as performed by Engineer-in-Charge.

CLAUSE – 1 – SECURITY DEPOSIT

Security deposit will be collected from the successful tenders as the rates mentioned below. This may be received by deduction through running bills of the contractor and also be treating the earnest money paid at the time of the tender as a part of the security deposit.

Works costing upto Rs. 1 Lakh 10% of the total cost

Works costing over Rs. 1 Lakh but not exceeding Rs. 2 Lakhs 10% of the first Rs. 1 Lakh and 7½% on the balance.

Works costing over 2 Lakh but not exceeding Rs. 20 Lakh 10% on the first Rs. 1 Lakh 7½% on the next Rs. 1 Lakh and 5% on the balance.

Work costing over 20 lakh but not exceeding Rs. 50 Lakhs 5% of the total cost subject to a minimum of Rs. 1, 07, 500/-

Works costing over 50 lakhs but not exceeding Rs. 100 Lakhs 3% of the total cost subject to a minimum of Rs. 2, 50, 000/-

Works costing over Rs. 100 Lakhs but not exceeding Rs. 250 Lakhs 3% of the total cost subject to a minimum of Rs. 4,00, 000/-

Work costing over Rs. 250 Lakhs but not exceeding Rs. 500 Lakhs 2% of the total cost subject to a minimum of Rs. 7, 50, 000/-

Works costing over Rs. 500 Lakhs 1% of the total cost subject to minimum of Rs. 10 Lakhs

CLAUSE – 2 Liquidated damaged for delay in completion of work:

The time allow for carrying out the work as entered the tender and in accordance with the priority laid down by the Engineer-In-Charge shall be strictly observed by the contractor and shall be deemed to be essence of the contract on the part of the contractor and shall be reckoned from the fifteenth/seventh day after the date on which the order to commence the work is issued to the contractor, As soon as

practicable, of the acceptance of this tender, the contractor shall submit to the Engineer-In-Charge for this approval a program showing the order or procedure and method in which the process to carry out the works in accordance with the schedule of instructions furnished by these tender papers. He shall also whenever required by the Engineer-In-Charge, furnish for his information particulars. In writing of the contractor's agreement for carrying out all the works and the construction plan and temporary works which the contractor intends to make use of or construct or as the case may be nevertheless, the submission to any approval by the Engineer-In-Charge of such program for the furnishing of such particulars shall not relieve the contractor of any of his duties or responsibilities under the contract.

The work shall ~~throughout the stipulated~~ period of the contract, be preceded with all due diligence and the contractor shall pay as compensation an amount equal to one percent of such smaller amount as the Engineer - in - charge (whose decision in writing shall be final) may decide on the account of the estimated cost of the whole work as shown on the tender for every day the work remained uncompleted or unfinished after the proper dates and further to ensure good progress during the execution of the works, the contractor shall be bound in all cases in which the time allowed for any work exceeds one month (same for special jobs) to complete one eighth of the whole of the work before the one fourth of the whole time allowed under the contract has elapsed and three fourth of work before three fourth of such time as been submitted by the contractor and the same has been adopted by the Engineer - - in - charge (the contractor shall comply with said time schedule). In case of any delay in execution of the work beyond the stipulated date of completion including any extension permitted in writing the IPGCL reserves right to recover from the contractor a sum equivalent to **1%** of the award value of work for each week of delay and part thereof subject to a maximum of **10%** of the total value of the works awarded.

CLAUSE - 3

The 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 damage in respect of any breaches on the contractor and without (prejudice to any rights or remedies under any of the provisions of this contract or otherwise and when the date for completion has or has not elapsed by notice in writing absolutely terminate the contract in any of the following cases.

In the contractor, having been given by the Engineer-in-Charge a notice in writing to rectify reconstruct or replace any defective work or that the work is being performed in any inefficient or to otherwise improper or un-work man ship like manner, shall delay or suspend the execution of the work so that either in the Judgment of the Engineer-in-Charge (which shall be final and binding) he will be unable to secure completion of the work by the date for completion or he has already failed to complete the work by the date.

If the contractor being accompanied shall pass a resolution or the court shall make an order that the company shall be wound up or if a receiver or a Manager on behalf of a creditor, shall be appointed or if circumstance shall arise which entitle the court to make a winding up order.

If the contractor commits breach of any of the terms and conditions of this contract.

If the contractor commits any act mentioned in Clause - 21 here of.

When the contractor has made himself liable for action under any of the cases aforesaid, the Engineer-in-Charge on behalf of the IPGCL shall have

powers.

To terminate or rescind the contract as aforesaid (of which termination rescission notice in writing to the contractor under the head of the Engineer-in-Charge shall have conclusive evidence upto such determination or rescission the security deposit of the contractor shall be liable to be fore felted and shall be absolute at the disposal of IPGCL.

To employee labour paid by the IPGCL and to supply materials to carryout the works or any part of the work debiting the contractor with the cost of the labour and price certified by the Engineer-in-Charge shall be final conclusive against the contract and credit him with the value of the work done in all respected in the same manner and at the same rates as it had been carried out by the contractor under the terms of his contract. The certificate of the Engineer-in-charge as to the value of the work done shall be final and conclusive against the contractor, provided also that if the expense incurred by the board are less than the amount payable to contractor at his agreement rates, the difference shall not be paid to contractor.

After giving 15 days notice to the contractor to measure up the work of the contractor and to take such part there of as shall be unexecuted out of his hands and to give it to another contractor to complete, in which case any expenses which may be incurred in excess of the sum which would have been paid to the original contractor if the whole works had been executed by him (of the amount of which excess than certificate in writing of the Engineer-in-Charge shall be final and conclusive) shall be borne and paid by the original contractor and may be deducted form any money due to him by the IPGCL under this contract or any other account whatsoever or from his security deposit or proceeds of sales whereof or sufficient part thereof as the case may be.

In the event of anyone or more of the above course being adopted by the Engineer-in-charge, the contractor shall have no claim to compensation for any loss sustained by him by reasons of having purchased or produced by advances on account of with a view to the execution of the work of the performance of the contract. And in case, action is taken under any of the provisions aforesaid the contractor shall not be entitled to recover or be paid any sum of any work therefore or actually performed under this contract unless and until the engineer-in-charge has certified in writing the performance of such work and the value payable in respect thereof and he shall only be entitled to be paid the value so certified.

CLAUSE - 4

CONTRACTORS TO REMAIN LIABLE TO PAY COMPENSATION IF ACTION NOT TAKEN UNDER CLAUSE (3) POWER TO TAKE POSSESSION OF OR REQUIRE REMOVAL OF BELL CONTRACTORS PLANT

In any case in which any of the powers, conferred upon the Engineer-in-Charge by clause - 3 there of, shall have income exe class above and the same shall not expensive the non exercise thereof shall not constitute a waiver of any of the conditions in the event of any future case default by the contractor and the liability of the contractor for compensation shall remain unaffected, in the event of Engineer-in-charge putting in force all or any of the powers vested in him under the proceeding clause he may if he desires after giving a noting in writing to the contractor take possession of (or at the sole demarcation of the Engineer-in-Charge or any tools plinth materials and stores, in or upon the work of the site thereof belonging to the contractor, or procured by the contractor and intended to the used for these not being applicable at current market rates to be certified by the Engineer-in-charge whose certificate thereof shall be final otherwise the Engineer-in-Charge by notice

in writing may order the contractor or his the work foreman or other authorized agent to remove such tools, plants materials or stores in the premises 9within a time to be specified, in such notice) and in the event of the contractor falling to comply with any such removal and the amount of the proceeds and against the contractor.

Clause – 5: EXTENSION OF TIME

If the contractor shall desire an extension of time for completion of the work on the grounds of his having been unavoidable hindrance in its execution or on any other ground he shall being this to the notice of the Engineer-in-Charge in writing within the thirty days of the date of such hindrances, and the Engineer-in-Charge shall if in his opinion (which shall be final) reasonable ground to be shown thereof, authorizes such extension of time, as may in his opinion be necessary.

CLAUSE -5A

PERTAINING TO DAMAGE TO WORK IN CONSEQUENCE OF HOSTILITIES OR WAR LIKE OPERATIONS.

This work (whether fully constructed or not) and all materials, machines, tolls and plants, scaffolding, temporary buildings and other things connected herewith shall be at the risk of the contractor until the work has been delivered to the Engineer-in- Charge and a certificates from him to that effect obtained. In the event of the work or any materials property brought to the site for incorporation in the work war like operations the contract or shall, when ordered in writing by the Engineer-in-charge remove any debris, from site collect and stock property or remove to store all serviceable materials salvaged from the damaged work and shall be paid at the contract rates, in accordance with the provisions of this agreement for the work of classing the site of debris stacking or removal of serviceable materials and further construction of all works ordered by the Engineer-in-Charge such payment being in addition to compensation up to the value of the work originally executed before being damaged or destroyed but not already measured and paid for the compensation shall be assessed by the Engineer-consumed for a higher amount. The contractor shall be paid for the damage/destruction suffered and the rats tendered for in accordance with the revision of this agreement. The certificate of the Engineer-in-charge regarding the quantity and quality of materials and the purpose for which they were collected shall be final and binding on all parties to this contract Provided always, that no compensation shall be payable for any loss in consequences of hostilities or war like operations (a) unless the contractor had taken all such precautions against the same as are deemed necessary by the Engineer-in- Charge (b) for any materials etc. not on the sit of the work or for any tools, plats, machinery, scaffolding temporary building and other things not intended for the work.

In the event of the contractor having agreed to carry out reconstruction as aforesaid, he shall be allowed such extension of time in its completion as is considered reasonable by the Engineer-in-charge.

CLAUSE-5B:

In case extension is desired by the contractor for more than on hindrances, he shall specify the period (giving dates0 for which the work was delayed due to each hindrance. Further, if a portion of work is delayed due to particular hindrances it shall not be considered knotted reason for delay in the entire work and the progress of the remaining work will be governed by

the approved schedule.

CLAUSE-5C:

In the event of any materials or additions being made as herein specified, which in the opinion of Engineer any owner will require additional time for the execution of all works under this contract, then, in that case the time of completion of work be extended by such as period or periods of time as may be fixed by owner and his decision shall be final and binding upon both parties hereto, provided in such a case the contractor, within seven (7) days after being notified in writing of such alterations or additions, shall request in writing for the extension of time, shall be given for any minor addition or alteration of work, and the provisions of this paragraph shall not otherwise after, change or invalidate this provisions of the contract with reference to the penalty clause, and the said owner on account of such additional time required for the execution of work.

CLAUSE-5D:

If owing to circumstances beyond the contract of the owner like still easy lockouts, on anyone-natural calamities, court stay order or any other unforeseen reason, if becomes necessary to partiality suspended the work notice the that effect shall be given by the Engineer-in-charge in writing to the contractor. The work should subsequently be resumed under the written order of the owner Engineer. In case of such the contractor shall be entitled to Entex tension of time equivalent the period work was suspended but he shall not be eligible to claim any compensation or losses due to such temporal suspension.

CLAUSE-6: COMPLETION CERTIFICATE

Within 10 days of the completion of the work, the contractor shall give notice of such completion to the Engineer-in-charge and within ten days of the receipt of such notice, the Engineer-in-charge shall inspect the work and if there is defect in the work he shall furnish the contractor with certificate or completion otherwise a provisional certificate competition indicating defects to be required by the contractor and order for which payment will be made at reduced rate, shall be issued, but no certificate of completion provisional or otherwise, shall be issued not shall the work a considered to be complete until the contractor has removed from the premises on which the work was executed all scaffolding, surplus materials rubbish and all huts and sanitary arrangement required for his/their people on the site connection with the execution of the work as shall been erected or constructed by the contractors (d) and cleaned off the art from all work, doors, windows, walls floors or other part of any buildings in upon or above where the work was executed, or of which h may have possession for the purpose of the execution thereof, and hot until the work shall have been measured by the Engineer-in-charge. If the contractors shall fall to comply with the requirement clause to removal of scaffolding, surplus required material and rubbish etc., and all hut and sanitary arrangement as aforesaid and clean of dirt of area before the date fixed of or completion of the work, the engineer may at the expense of the contractor to remove such scaffolding surplus materials, rubbish, etc, and dispose of the same as the things fit and dean of such dirt as foresaid and the contractor shall have not claim in respect of any such scaffolding or surplus materials as aforesaid except for any sum actually released from the sale thereof.

CLAUSE -7: PAYMENT ON INTERMEDIATE CERTIFICATE TO BE REGARDED AS ADVANCE.

One payment shall be made for works estimated to cost less than rupees two thousand five hundred till after the whole of the works shall have been completed and certificate of completion given. But in the case of works estimated to cost more than rupees two thousand and five hundred, the contractor shall on submitting the bill, therefore be entitled to receive a monthly payment proportionate to the part thereof then executed to the satisfaction of the Engineer-in-charge, this certificate of the sum so payable shall be final and conclusive against the contractor. But all such intermediate payment shall be regarded as payments by way of advance against the final payment only and not as payment for work actually one and complete and shall not preclude the requiring for bad, unsound and imperfect or unskilled work to be removed and taken away and reconstructed or re-erected or be, considered as admission of the due performance of the contract, for any, part thereof in any respect of the acquiring of any claim, unless if concluded, determined, or effect any of the orders of the Engineer-in-charge under these conditions or any of them as to the final settlement, and adjustment of the work or of the date of the certificate of completion furnished by the Engineer-in-charge and payment shall be made within three months if the amount of the contract plus cost of the additional item is up to Rs. 2.00 lakhs and within six months if the same exceeds Rs. 20.00 lakhs of the submission on such bill. The contractor shall be required to sign all the measurements books containing details of work billed in token of his acceptance of the measurements recorded. If there shall be any disputed amount any item or items of the work, then undisputed item or items only shall be paid within the said contract period of three months or six months as the case be. The contractor shall submit a list of the disputed items/amounts within thirty days from the disallowance thereof and if he fails to do this, his claim shall be deemed to have been fully valued and absolutely extinguished.

CLAUSE -8: BILL TO BE SUBMITTED MONTHLY

A bill accompanied by theoretical statement of cement and steel required and test results of the materials, shall be submitted by the contractor each month on or before the date fixed by the Engineer-in-charge for all works executed in previous months, and the Engineer-in-charge shall take or cause to be taken in requisite measurements for the purpose of having the same verified, and the claim as far as admissible, adjustment as far as possible before the expiry of 15 (fifteen) days from the presentation of the bill. The contractor shall be required to sign all the measurement books containing details of the work billed in token of his acceptance of the measurements recorded. If the contractor does not submit the bill within the time fixed as aforesaid, the Engineer-in-charge may depute within seven days of the date fixed as aforesaid subordinate to measure up the said work in the presence of the contractor whose counter signature to the measurements list shall be sufficient warrant and the Engineer-in-charge may prepare bill from such list.

CONTRACTOR TO BE GIVEN A WEEK TO FILE OBJECTIONS MEASUREMENT RECORDED BY DEPARTMENT.

CLAUSE -8A:

Before taking any measurement of any work as has been referred to in clause 6.7 and 8 hereof, the Engineer-in-charge or a subordinate deputed by him shall give reasonable notice, not exceeding seven days to the

contractor. If the contractor fails to attend at the measurements after such notice or fails to countersign or to record the difference within week from the date of measurement in the manner required by the Engineer-in-charge by the subordinate deputed him as the case may be shall have no right to dispute the same.

CLAUSE 9: SUBMISSION OF BILLS

The contractor shall submit all bills at the office of the Engineer-in-charge and charges in the bills always be entered at the rates specified in the tender, unit price list or in the case of any extra work ordered in the pursuance of those conditions and not mentioned or provided for in the tender at the rates thereafter provided for such work.

CLAUSE -9A: PAYMENT ON CONTRACTOR'S BILL BY IPGCL/PPCL

The payment will be released to contractor on fulfillment of contract conditions and offer satisfactory execution of work within 30 days of submission of bill.

Payment due to the contractor shall be authorized by the Engineer-in-charge and shall be paid by crossed cheque by the Accounts Department of IPGCL, such cheque shall be issued direct to the contractor on furnishing stamped receipt for the amount of the cheque or to his authorized representative who has a power of attorney conforming authority of the contractor to receive such payment from the Accounts Department.

Every receipt for money which may become payable or for any security deposit which may become transferred to the contractor under these conditions shall notwithstanding anything to the contrary contained in the partnership deed if signed in the name of partner by any one of the partners of a contractor firm, be a good and sufficient discharge, to be acknowledged thereby and in the event of death of any of the contractor partner during the term of contract it is hereby expressly agreed that every receipt by any of the surviving contractor of the partners shall, if so signed as aforesaid be good and valid discharge as aforesaid, provided that nothing in this clause shall be deemed to prejudice or effect any claim which the owner may thereafter have against the legal representative or any deceased contractor or partner in respect of any breach of any of the conditions of the contract and provided also that nothing in this clause shall be deemed to prejudice or effect the respective rights or obligations of the legal representative of any deceased contractor partner interest.

CLAUSE- 10: STORES SUPPLIED BY IPGCL:

If the specification of schedule of items provided for the use of any special description of materials to be supplied from the Engineer-in-charge's store or if it is required that the contractor shall use certain stores to be provided by the Engineer-in-charge, as shown in the schedule of materials hereto annexed, the contractor shall be bound to procure and shall be supplied such materials and stores as are from time to time required to be used by him for the purpose of the contract only and the value of the full quantity of materials and stores (for the purpose of running payment) so supplied at the rates specified in the said schedule of materials may be set off or deducted from any sums due to thereafter to income due to the contractor under the contract or otherwise or against or from the security deposit. However, should sum recovery of this sort be undesirable in any case, the recovery to be effected quadruple as the materials issued to the contractor are actually used in construction and the items of work in which that are used are paid for whether by an advance payment or by an on account payment. All materials so supplied to the contractor shall remain the absolute property of IPGCL and shall not be recovered on any account from the site

of the work and shall be at all items open to injection by the Engineer-in-charge. Any such material(s) remaining unused and in perfectly good condition at the time of completion or determination of the contract shall be returned to the Engineer-in-charge at a place directed by him by a notice in writing under his hand, he shall so require, but the contractor shall not be entitled to return any such materials so supplied to slum as aforesaid not being used by him or for any wastage in or damage to any such materials provided that the contract shall in no case benefited to any compensation or all or any such materials and stores provided further that the contractor shall be bound to execute the entire work if the materials are supplied by the IPGCL within the schedule time for completion of the work plus 50% thereof, if any part of the materials has been supplied within the aforesaid period, then the contractor shall be entitled to such extension of time as may be determined by the Engineer-in-charge, whose decision shall be final.

CLAUSE -10 A:

The Engineer-in-charge shall have full powers to require the removal from the premises of all materials which in the opinion are notice accordance with the specification and in case of default the Engineer-in-charge is to be at liberty to employ other persons to remove same without being answerable or accountable for any loss or damage that may happen or price to such materials. The Engineer-in-charge shall also have full powers to require other proper materials to be substituted thereof and in case of default the Engineer-in-charge may cause the same to be supplied and all cost which may be required for removal and substitution are to be born by the contractor.

CLAUSE -10AA: INDENT OF MATERIAL

The contractor shall furnish to the Engineer-in-charge at least one month in advance a statement showing the materials as specified in the schedule and the approximate time when the same are required by him for works.

CLAUSE -10B

The contractor on signing an indenture in the form to be specified by the Engineer-in-charge shall entitled to be paid during the progress of the execution of works 75% of the estimated valued of any materials which are in the opinion of the Engineer-in-charge non perishable and are in accordance with the contract and which have been brought on the site in connection therewith and are adequately stored and/ or protected against damage by weather or their cases but which have at the time of advance, been incorporated in the works. When materials, on account of which advance, has been made under this clause, are incorporated in the work and the amount of such advance shall be reduced from the next payment made under nay of the clause or clauses of this contract.

“Such secured advance shall also be payable on other items of perishable nature, fragile and combustible with the approval of the Engineer-in-charge provided the contractor provided a comprehensive insurance cover for the full cost such materials. The decision of the Engineer-in-charge shall be final and binding on the contractor in this matter. No recurred advance shall, however, be paid on high-risk materials such as ordinary glass, sand, petrol, diesel etc”.

CLAUSE -10BB: LOADING, TRANSPORT AND UNLOADING OF STORES

It shall be the responsibility of the contractor to take delivery of the materials from the stores of the Engineer-in-charge or from such locations as may be indicated by the Engineer-in-charge and arrangement for loading, transport and unloading at the site at his cost.

CLAUSE -10C: STORAGE OF MATERIALS

It will be the duty of the contractor to inspect the material supplied to him prior to taking the delivery thereof and to satisfy in self that they are in good condition. After the materials have been delivered by the owner, it shall be the responsible it of the contractor to keep them to good conditions and under proper storage wherever necessary. If the materials the damaged or lost or stolen etc. at any time, the recovery therefore will be made from the contractor at twice be issue rates of the materials.

CLAUSE -11: WORK TO BE EXECUTED IN ACCORDANCE WITH SPECIFICATIONS, DRAWING ORDERS ETC.

The contractor shall execute the whole and every part of the work in the most substantial and workman manner and both as regards to materials and otherwise in- every respect strict in accordance with the specifications. The contractor shall also confirm excite, fully and faithfully to the design drawings and instructions in writing in respect of the work furnished by the Engineer-in-charge.

CLAUSE 12: ALTERATIONS IN SPECIFICATION AND DESIGN

The Engineer-in-charge shall have power to make any attention and commissions from addition to or substitution for the original specifications, drawings, designs and instructions that may appear to him to be necessary during the progress of the worm and the contractor shall carry out the work in accordance with the instructions which may be given to him in writing, signed by the Engineer-in-charge and such alterations, omissions, additions or substitutions shall not invalidate the contract and any a altered, additional or substituted work which the contractor may be directed to do in manner above specified as part of the work shall be carried out by the above contractor on the conditions in all respect on which he agreed to do the main work. The time of the completion of work may be extended in the proportion that the attend added or substituted work bear to the original contract work and the certificate of the Engineer-in-charge shall be conclusive as proportion the rate for such additional altered or substituted work under this clause shall be worked out in accordance the following provisions in their respective orders.

If the rates for the additional, altered or at substituted work are specified in the contract for the work the contractor bound to carryout the additions. Altered or substituted work on the same rates as are specified in the contract for the.

If the rates for the additions altered or substituted work are not specifically provided in the contract for the work the rates will be delved them the rates for similar class of work as are specified in the contract for the work.

If he altered, additional, or substituted work includes any work for which no rate is specified in the contract for the work of the rates for the work cannot be derived from similar class of work in the contract, then such work shall be carried out in of the rates derived from the 1997 CPWD schedule of rates for Delhi as it exited on the day of issue of notice inviting tender for the work/plus percentage which the total tendered amount bears

to estimated cost of the entire work put to tender.

Provided always that if the rate for a particular part or part of the item is not in the current CPWD schedule of rates of Delhi, as it existed on the date of issue of the notice inviting tenders for the work, the rate for such part or parts will be determined by the Engineer-in-charge on the basis of the prevailing market rates when the work was done.

If the rates for the altered. Additional or substituted work cannot be determined, the manner specified in subclauses (i) to (iv) above, then the contractor shall within 7 days of the date of receipt of order to carry out the work inform the Engineer-in-charge who shall determine the rates or rates of prevailing market rate and pay the contractor accordingly. However, the Engineer-in-charge for which he intends to charge to charge for such class of work supported by analysis of the rate or rates claimed and the Engineer-in-charge by notice in writing, will be at liberty to cancel his order to carry out such class of work and arrange to carry it out in such manner as he may consider advisable. But under no circumstances the contractor shall suspended the work on the plea of non settlement of rates of items failing under the clause.

Except in case of items relating to foundations provisions containing in sub-clause (i) to (v) above shall not apply to the contractor or substituted item as individually exceed the percentage set out in the tender documents referred to herein below as (deviation limit) subject to the following restrictions.

The deviation limit referred to above is the net effect algebraical sum of all additions and deductions ordered.

In no case shall the additions/ deductions (arithmetical sum included in the contract shall not exceed plus/minus 50% of the value of that trade in the contract as a whole or half the deviation limit, whichever is less.

The value of addition of item of any individual trade already included in the contract shall not exceed 25% of the deviation limit

NOTE :

Individual trade nears the trade sections into which a schedule of quantities annexed to the agreement has been divided, or in the absence of any such division, the individual sections of the CPWD schedule of rates specified above such as excavation and earth work contract wood work and joinery etc.

The rates for any such work except the items relating to foundations which is in excess of the deviation limit shall be determined in accordance with the provisions contained in Clause 12-A.

CLAUSE -12A

In the case of contract of substituted terms, which individually exceed the quantities stipulated in the contract by more than deviation limit, except the items relating to foundations work, which the contractor is required to do under clause 12 above, the contractor shall within 7 days from the receipt of order, claim revision of the rates supported by proper analysis in respect of the rates supported in excess of the deviation limit notwithstanding the fact that of the rates for such items exist in the tender for the main work or can be derived in accordance with the provisions of sub clause (x) of clause 12 and the Engineer-in-charge may revise their rates, having regard to the prevailing market rates so fixed. The Engineer-in-charge shall however, be at liberty to cancel his order to carryout such increased quantities of work by giving notice in writing to the contractor and arrange to carry out in such manner as even considered advisable yet under no circumstances the contractor shall suspend the work on the plea of non settlement of rates of items failing under this clause.

All the provisions of the proceeding paragraph shall equally apply to the decreases in the rate of items for quantities in excess of the deviation limit, notwithstanding the fact that the rates for such items exist in the tender for the main work or can be derived in accordance with the provision of sub-clause (ii) of the proceeding clause 12 and the Engineer-in-charge may revise such rates having regard to the prevailing market rates.

CLAUSE 12B: SCHEDULE AND PROGRESS REPORT

The contractor shall furnish the Engineer-in-charge within two weeks after the award of the contract schedule showing when he will commence and complete the different portions of the work in accordance with the priorities laid down by the Engineer-in-charge decisions of the Engineer-in-charge in regard to priorities shall be binding on the contractor.

For the proper fulfilment of this contract it is essential that complete information is available from the contractor for completion of work by parties under contract other than the contractor. At the time of award of contract will be drawn by the Engineer-in-charge schedule for approved and final drawings of the contract in conjunction with the contractor and this schedule will state the period which will be taken by Engineer-in-charge, for approval of drawings. A specified time for reply to other design information will also be set in this schedule.

The contractor shall also submit anticipated one (1) month progress schedule at the beginning of each month describing in detail all anticipated progress for the following month.

CLAUSE -12BB: STANDARDS

Unless otherwise specified by Engineer in writing, all work shall be done in accordance with the latest Indian standard specifications of the Central P.W.D. specification.

Where conflicts occur between any of the laws, rules, regulations. Standard and so forth, specified herein, the more stringent one shall govern the work.

Where the items are not covered by any of the aforesaid standards the work shall be carried out as per the specification to be laid down by the Engineer in writing.

CLAUSE -12C:

DRAWING SPECIFICATIONS CORRESPONDENCE ETC. Drawing and specifications:

The contractor shall be deemed to have carefully examined the contract conditions specifications and drawing etc. and also to have satisfied himself as to the nature and character of the work to be executed and where necessary of the site conditions and other relevant matters and details. Any information thus had or otherwise obtained from the Engineer-in-charge shall not in any way relieve the contractor from his responsibility for supplying all materials and executing the work in terms of the contract including all the details and incidental work and supply of all accessories or apparatus which may not have been specifically mentioned in the contract but necessary for ensuring complete erection and safe and efficient working. If he shall have any doubt as to the meaning of the contract, he shall before signing it set forth the particulars thereof and submit them to the Engineer-in-charge in writing in order that such doubt may be removed.

After signing of the contract, the contractor will be given free of charge one copy of agreement, two prints of drawings revisions there to progressively, as per the requirements of construction schedule and two complete sets of specifications. The contractor shall pay for any copies he requires.

Such further drawings or explanations as the Engineer-in-charge may furnish to the contractor the work to be done will be consistent with the original drawings and specifications, and the contractor shall confirm

thereto as part of this contract.

All drawings and specifications, being instruments of service are the property of the Engineer and shall be returned to him when the work is completed.

Figure, dimensions shall be followed in preference to scale and detail drawings in preference to genuine layout drawings. The contractor shall verify all dimensions in the before any work is commenced.

All instructions and orders given by the Engineer-in-charge are to be maintained in the site instructions book and will be taken to have been conveyed to the contractor for his compliance.

Wherever the site falls within the premises of prohibited areas, the contractor shall be required to comply with the entry and exit regulations that be imposed from time to time for security reasons.

INTERPRETATION

Decisions by the Engineer-in-charge shall be conclusive to the true intent and meaning of drawings and specifications any discrepancy which may exist between drawings or specifications shall be referred to the Engineer-in-charge whose decision as to true moaning shall be final.

The contractor shall study and compare the drawings, specifications and other information given to him by the Engineer-in-charge and shall report in writing.

Verbal instructions or information's supported to have come from the Engineer's Office will not be recognized by him unless confirmed in writing. The apples to information are given while estimating and after the contract is awarded.

The drawings and specifications are intended to coordinate so that any time set forth in either shall be recognized as the same as if fully forth in both.

CORRESPONDENCE

All correspondence regarding design engineering, equipment, layout etc. shall be sent in triplicate to the Engineer-in-charge for proper distribution purpose.

ADDENDUM

Details regarding distribution of letters, drawings and fabrications reports and operating instructions may be modified at a later date.

CLAUSE -12D MUTUAL COOPERATION CONTRACTOR

- a) The contractor shall arrange his schedule of work and method of operation to minimize inconvenience to other contractor on the site. In all matters of conflict or interest the Engineer-in-charge shall direct what compromise should be made.
- b) **Extra work shift:** Work beyond normal prescribed shift shall be permitted upon the written approval of the Engineer-in-charge provided that, except in a emergency, sufficient notice is given by the contractor. The Engineer-in-charge may also direct such extra shifts to ensure completion of contract on schedule if in his opinion such work is warranted and the contractor shall promptly comply with such directions.

CLAUSE -13 NO COMPENSATION FOR ALTERATION IN OR RESTRICTION OR WORK TO BE CARRIED OUT.

If any time, after the commencement of the work, the Engineer shall for any reason whatsoever not require the whole work thereof as specified in the tender to be carried out. This Engineer shall give notice in writing of the fact to the contractor who shall have no claim to any payment of compassion whatever on account of any perfect or advantage which he might have derived from the execution of the work in full, but which he did

not drive in correspondence, of the full amount of the work not having been carried out, neither shall he have any claim for compensation by reasons or any alterations having been made in the original specifications, drawings designs and instructions which shall involve any curtailment of the work as originally contemplated

Provided that the contractor shall be paid the charges and on the cartage only of the materials actually and bonfire brought to site of the work by the contractor and rendered surplus as a result of the anointment or curtailment of the work or any potion thereof and then taken back by the contractor, provided however that the Engineer-in- charge shall have in all such cases the option of taken over all or any such materials at their purchases price or at local current rates whichever may be less. In the case of such stores having been issued from IPGCL store, supervision charges and storage charges shall be refunded in addition to the issue rate of materials, however, transportation and any other incidental charges for safe start and return of materials will not be paid.

CLAUSE -14: ACTION AND COMPENSATION PAYMENT IF CASE OF BAD WORK

If it shall appear to the Engineer or to his subordinate in charge of the work, that any work has been executed with unsound imperfect or unsound or of a quality infer or of the contract for or otherwise not in writing which shall be made with the period specified in clause 40 (a) from the Engineer specifying the work, materials or articles complained forthwith, rectify or remove and reconstruct the work so specified in whole or n part as the case may require or as the case may be remove the materials or articles at his own charges and cast and in the event of his failing to do so within a period to be specified by Engineer-in-charge in his demand aforesaid, the contractor shall be liable to any compensation at the rate of 1% of the awarded amount for every day not exceeding 10% while his failure to do so shall continue and in case of any such failure, the Engineer may rectify or remove or re' execute the work of remove and replace with others, the materials or articles complained or as the case may be at the risk and expenses in all respect of the contractor.

CLAUSE -15 WORK TO BE OPEN TO INSPECTION

All work under or in course or execution of executed in resonance of the contract shall all times be open to the inspection and supervision of the Engineer-and his authorized attaints and the contractor shall at all times at which reasonable notice of the inspection of the Engineer or his subordinate to visit the works shall have been given to the contractor, either himself be present to receive order and instructions, or have a responsible agent duly accredited in writing present for that purpose orders given to the contractor's agent shall be considered have the same force as it they had been given to be the contractor himself. The contractor shall also provide all facilities necessary for inspection of the work by the Engineer or his subordinates.

CLAUSE -15A TESTS

- a) Physical and chemical tests at the cost of the contractor may be required by the Engineer of the owner of the materials specified hereby or proposed to be used in the work. The requirement to be met and the manner of as may be prescribed or approved by the Engineer.
- b) The Engineer and or owner reserve the right to value any of the above test requirements and prescribe new tests requirements if found necessary to expedite the work to confirm to the latest and best practice,

as may be the standard of Engineering sections. The expense of such test will be born by the standards or engineering society's contractor unless specified otherwise.

CLAUSE -15B SAMPLES

The contractor shall furnish to the Engineer for approvals as required by the specifications adequate samples of the materials and finish to be used in the work. Such samples shall be permit tests and examination thereof. All materials furnished and finishers applied shall be fully equal to approval samples. Samples of hardware, equipment and similar materials will be returned to the contractor for incorporation into the work. The contractor shall also furnish samples for test other than these indicated in the specifications, if in opinion of the Engineer/Owner such tests are necessary for conformance to the required standards.

CLAUSE -16 NOTICES TO BE GIVEN BEFORE WORK IS COVERED UP

The contractor shall give not less than seven days notice in writing to the Engineer or his subordinate in charges of the work before covering up to otherwise placing beyond the reach of the measurements of work in order that the same may be measured and corrected dimensions thereof, be taken before the same is covered up or placed beyond the reach of measurement and shall not cover up without the consent in writing of the Engineer-in-charge or his subordinate-in-charge of the work who shall, within aforesaid period of seven days, inspect the work and if any work shall be covered up or placed beyond the reach of the measurement without such notice having been given or Engineer's consent being expense or in default thereof no payment or allowance shall be for such work or the materials with which the same was execute.

CLAUSE -17 CONTRACTORS LIABLE FOR DAMAGE DONE AND FOR IMPERFECTIONS NOTICED WITHIN THE PRESCRIBED GUARANTEE PERIOD AFTER THE COMPLETION CERTIFICATE.

If the contractor or his working people or servants shall break, defect, injure or destroy any part of the building in which any may be working or any building, road, curb, fence enclosure, water pipe, cable, drains, electric or telephone post or grass or oars land or cultivated ground continues to the premises or which the work or any part of it is being executed, or if nay damage shall happen to the work while in progress from any cause whatever or if any defect, shrinkage or other faults appear in the work within the guarantee period an is clause 40 & 40A after certificate final or otherwise of its completion shall have been given by the Engineer-in-charge as aforesaid arising out to defective or improper materials or workmanship the contractor shall upon a receipt of a notice in writing in that behalf make same good at his own expense or in default the Engineer -in-charge may cause the same to be made good other workman and deduct the expenses from any same that may be whether or at any time thereafter may become due to the contractor or from his security deposit or the performance bond or the proceeds of sale thereof or of a sufficient portion thereof. The security deposit of the contractor shall not be refunded before the expiry of the period of guarantee (Specified in clause-40A) or if the period of guarantee of any individual item (s) of work is extended in terms of clause 40A following the remedying of the defect in items of work, the Engineer-in-charge shall retain ten percent of the value of such individual items of work out of the security deposit for not less than one complete year staring from the formal acceptance date by Engineer.

CLAUSE -18 CONTRACTORS TO SUPPLY ALL PLANT LADDERS SCAFFOLDING ETC.

The contractor shall supply and provide at his down cost all materials (except such materials, if any, as may in accordance with the contract be supplied from the Engineer-in-charge's stores) paint, tools, appliance, improvements, ladders, cordages, tackle, scaffolding and temporary works requisites or necessary for the proper execution of the work whether original, altered or substituted and whether included in the specifications of other documents forming part of which may be necessary for the purpose of satisfy or complying with the requirements of the Engineer-in-charge as to any matters as to which under these conditions he is entitled to be satisfied, or which he is entitled to require together with cartage therefore to and from the work. The contractor shall also supply without charge the requisite number of persons with the means and materials, necessary for the purpose of setting out works and counting, weighting and assigning in the measurement of or examination at any time and from time to time of the work or materials, failing his so doing, the same may be provided by the Engineer-in-charge at the expenses of the money deposit or the proceeds of sale thereof of sufficient portion.

CLAUSE -18A WORKMAN COMPENSATION

In every case in which by virtue of the provisions of section 12, sub-section (i) of the workman's compensation Act 1923 IPGCL is obliged to pay compensation to the workman employed by the contractor in execution of the work IPGCL will recover from the contractor the amount of the compensation so paid and without prejudice to thereof of the IPGCL under section -12, sub-section (2) of the said Act, IPGCL shall at liberty to recover such amount or any part thereof by deducting it from the security or from any sum due by IPGCL the contractor whether under this contract or otherwise IPGCL shall not be bound to contest any which IPGCL might become liable in consequent of contesting such claim.

CLAUSE -18B INDEMNITY DAMAGES AND INSURANCE

- a) The contractor shall indemnify and make hairiness the Owner of the Engineer, their agents or employees from against all losses one all climes, demands, payment, salts, actions, recoveries and judgments of every nature and description brought on recovered against him or the owner by reasons of any act or commission of the contractor his agent or employees in execution of the work or the guarding off it.
- b) The contractor shall also indemnify the Owner against payments under the workman's compensation Act, which the Owner may suffer, sustainer he in any way subjected to by reasons of injuries to the contractor's the Owner's employees or other persons of damage to the property of any persons or corporation-arising out of on resulting from the performance of the work of this contract. Workmen's Compensation policy shall contain a waiver of the insurance's right under the workmen's compensation law to recover from the owner compensation and other expanses paid for any injury to or death of any employee of the contractor while performing the work covered by the contract.
- c) The contractor shall take out, pay all costs and maintain throughout the period of his contract, public liability and property damage liability insurance with the following coverage.
- (i) Public Liability limits for bodily injury or death not less than

Rs. 1, 00,000/- fro one person and Rs. 2, 00,000/- (for each accident).

- (ii) Property liability limit for each accident not less than Rs. 1, 00,000/-.
- d) The owner shall have the right at any time to require public liability insurance and property damage liability greater than these specified in sub- section (i) and (ii) above. In any such event the additional perineum's payable solely as the result of such increase in insurance shall be added to the contract.
- e) It addition, the contractor is fully responsible for all equipment and material for damage or loss from any cause whether until his complete work is formality accepted by the Owner. The cause governs notwithstanding the part payments which may be advanced in the contractor from time to time for work in place such. It is recommended (but not mandatory that the contractor obtain insurance for his work up to the time the work is formality accepted by the Owner.
- f) The contractor shall submit all policies of insurance to the Engineer for approval prior to executing such insurance and stating his work on the site.
- g) The contractor must submit to the Engineer a certificate in duplicate, from the contractor (India) Insurance Company covering each type of insurance, the contractor is required to take and each certificate shall state that no policy will be cancelled before; the Engineer has been given (thirty) so calendar days notice of the contractor's intention to cancel such policy. Contractor shall name the owner in each policy in addition to himself as the insured. Selection of the insurance company shall be with the Owner's approval.

CLAUSE-19 LABOUR

No labour below the eighteen years of age shall be replayed on the work.

CLAUSE-19A FAIR WAGE CLAUSE Payment of wages to lab ours:

- a) The contractor shall pay not less than fair (minimum) wage to laborers engaged by him on the work.

EXPLANATION

Fair Wage means whether for full time or piece work not flex at the time of inviting tenders for the work and where such wages have not been so notified, the wages prescribed by the authority for the Delhi District in which the work is done. It will be notified in consultation with the Office of the industrial Relations Machinery located in the respective areas and will not be less than the minimum rates of wages fixed by the P.P.C.L. for the class of employees engaged on the same type of work in the same area.

- b) The contractor shall not withstanding the provisions of any contract to the contrary, cause to be paid fair wages to labours indirectly engaged on the work including any labour engaged by his sub-contractors in connection with said work as if the labors had been immediately employed by him.
- c) In respect of all labour directly or indirectly employed the work for performance of the Contractor's part of this agreement. The contractor shall comply with or cause to be compelled with the Contractor's labour regulations made by Government from time to time in regard to payment of

wages, wage period, deductions from wages, recovery of wages not paid and deductions unauthorized made, maintenance wages books wage slips, publication of scale of rates and other terms of employment, inspection and submission of periodical return and all other matters of like nature.

- d) The Manager concerned shall have the right deduct from the moneys due to the contractor and sum required of estimated to be required for making good the loss suffered by a worker or workers by reasons of non-fulfillment of the conditions of the contract for the benefit of the workers, nonpayment of wages of deductions made from his or their which are not justified by the terms of the contract or nonobservance of the regulations.
- e) Under the provisions of the minimum wages Act, 1948 and minimum wages (Central) Rules, 1950, the Contractor is bound to allowance cause to be allowed to the laborers directly or indirectly employed in the works one day rest for six days continuous work and pay wages at the same rates as for duty. In the event of defaults, the Engineer-in-charge or his representative have the right to deduct the sum or sums not paid on account of wages for weekly holiday to any laborers, and pay the same to the persons entitled where to from any money due to the contractor by the Engineer or his representative concerned.
- f) Vis-à-IPGCL the contractor shall be primarily liable to all payments to be made under and to the observance of the regulations aforesaid without prejudice to his right to claim indemnity from his sub-contractors.
- g) The regulations aforesaid shall be deemed to be a part of this contract & nay breach thereof shall be deemed to be breach of this contract.

CLAUSE 19B SAFETY PROVISIONS

In respect of all directly or indirectly employed in the work for the performance of the contractor's part of this agreement the contractor shall at his own arrange for the safety provisions as per safety code framed from time to time and shall own expense provide for all facilities in connection therewith. In case the contractor fails to make arrangement and provide necessary facilities as aforesaid, he shall be liable to pay a penalty of Rs. 200/-for default and in addition the Engineer-in-charge shall be at liberty to make arrangement and provide facilities as aforesaid and recover the cost incurred in this behalf from the contractor.

CLAUSE -19C LABOUR RETURNS TO BE SUBMITTED BY THE CONTRACTOR

The contractor shall submit by the 4th and 19th of every month to the Engineer- in-charge a true statement showing in respect of the second half of te proceeding month of laborers employed by him on the work (2) their working hours. (3) The wages paid by them (4) the accidents that occurred during the said fortnight showing the circumstances under which they happened and the extent of damage and injury caused by them and (5) the number of female workers who have been allowed benefits according to the clause 10b and the amount paid to them, failing which the contractor shall be liable to paid to IPGCL a sum not exceeding Rs. 50/- per each default of materiality incorrect statement.

The decision of the Engineer-in-charge shall be final in deducting from any bill due to the contractor, the amount levied as fine.

CLAUSE -19D HEALTH AND SANITARY ARRANGEMENTS FOR WORKERS

In respect of all labour directly or indirectly employed in works for the performance of the contractor's part of this arrangement, the contractor shall comply with or cause to be complied with all rules prescribed by the IPGCL from time to time for the protection of health and sanitary arrangement for workers employed by received the contractor.

CLAUSE - 19 E MATERNITY BENEFIT RULES FEMALE WORKERS EMPLOYED BY CONTRACTOR

Leave and pay during leave shall be regulations follows:

LEAVE

- (i) In case of delivery, maternity leave not exceeding 8 week up to and including the day of delivery and 4 week following that day.
- (ii) In case of miscarriage upto 3 weeks from the date of miscarriage.

PAY

- (i) In case of delivery, leave pay during monthly leave will be at rate of the women's average daily earning calculated on the total wages same on the days when full time was done during period of 3 months immediately proceeding the date on which she gave notice that she expects to be confined or at the rate of seventy five paise a day whatever is greater.
- (ii) In case of miscarriage leave pay at the rate daily earning calculated on total earned on the day when full time work was done during a period of 3 months immediately proceeding the date of such miscarriage.

CONDITIONS FOR THE GRANT OF MATERIAL LEAVE

No maternity leave benefits shall be admissible to a woman unless, she has been employed for a total period not less than 6 months immediately proceeding the date of which she proceeds on leave.

CLAUSE - 19 F PROTECTIONS OF HEALTH & SANITARY ARRANGEMENTS

In the event of the contractor (s) committing a default or breach of any of the previous one of the rules for the protection of health and sanitary arrangements for the workers as from time to time or furnished any information or submitting or failing any statement under the provisions of the above regulations and rules which is materiality incorrect he/they shall without prejudice to any other liability pay to the IPGCL a sum not exceeding Rs. 60/- and for every default breach or furnishing making submitting filling such materiality default in continuously in this respect, the penalty may enhance to Rs. 100/- per day for each day of default subject to maximum of 6 percent of the estimated cost of the work put to tender. The decision of the Engineer-in-charge shall be final and binding on the parties.

Should it appear to the Engineer-in-charge that the contractor (a) is/are not properly observing and complying with the model Rules for the protection of health and sanitary arrangement for work people employed by the contractor's hereinafter referred as the said Rule the Engineer-in-

charge shall have the power to give notice in writing to the contractor's requiring that the said rules be completed with embellished prescribed therein be provided to the work people within a reasonable time to be specified in the notice. If the contractor's shall fail within the period specified in the specified in the notice to comply with the observing of said to provide the amenities to the work people as aforesaid, the Engineer-in-charge shall have the power to provide the amenities herein before mentioned at the cost of the contractor(s). The contractor (s) shall make and maintain at his/her own expenses and to approves all necessary huts and sanitary arrangements required for his/her people on the sites in connections with the works and it have power to gave notice in writing to the contractor 9s) requiring to the said huts and sanitary arrangements be remodeled and/or reconstructed according to approved standards and if the contractor (s) shall fail to remodel or reconstructs such huts and sanitary arrangements according to approved standards within the period specified in the notice, the Engineer-in-charge shall have the power to remodel or contract such sanitary arrangements according to approved standards at cost of the contract (s).

CLAUSE – 19 G

The contractor (s) shall at his/their own cost provide his/their with a sufficient number of huts thereafter referred to as camp) of the specifications on a suitable plot of land to be approved by the Engineer-in-charge.

- a)** The minimum height of each hut at the eye level shall be 7'-0" and the floor to be at the rate of 30 sqm/ft for each ma of the workers family) staying with laborer.
- b)** The contractor 9s) shall in addition contract suitable cooing place having a minimum 5' x 5' adjust t the hut to such family.
- c)** The contractor (s) shall also contract temporary latrines and unless for the use laboures each on the scale of not less than per each one hundred on the total strength separate latrine and urinal being provided for women.

The contractor (s) shall also construct number of bathing and wash8ing pieces, one unit for every 25 persons residing in the came. These bathing and washing pieces shall suitably be scorned.

All the huts shall have walls of wounded or bunt bricks laid in mud model or other suitable local material as may be approved by the Engineer-in-charge. In case of such dried bricks the wall should be plastered with angobrt and shall be at least 6 inches above the surrounding ground. The roots shall be laid with the attached or any other materials as may be approved by the Engineer-in-charge and the contractor shall throughout the period of their occupation the roof remain water light.

- b)** The contractor (s) shall provide each hut with proper verification.
- c)** All doors windows and ventilators shall be provided with suitable leaves for security purposes.
- d)** Tenders shall be kept an open space of at least 8 years between the rows of huts which may be reduced to 20ft. According to the availability of site, with the approval of the Engineer-in-charge back to back construction will be allowed.

3. WATER SUPPLY

The contractors (s) provide supply of water for the use of laborers. The provisions shall not be less than 2 gallons of pure and wholesome water per head per day for drinking purposes and 5 gallons of clean water per head per day for bathing and washing purposes, where pipe water supply shall be at street posts and where the supply is from well or river, tank which may be masonry shall be provided. The contractor (s) shall also at his/her own cost make arrangements for laying pipe line for start supply to his/labour camp from the existing main wherever available and shall match fees and charges thereof.

4. The site selected or the camp to be arranged by the contract shall be high ground free jungle.

5. DISPOSAL OF EXCRETE

The contractor (s) make necessary arrangements for the disposal of excrete from latrines by trenching of including which shall be according to the arrangements laid down by the local health authorities shall make arrangements for the removal of the excrete through the municipal committee authority and on form if at out the number of laborers employed so that arrangements may be made by such committee/authority for the removal of excrete. All charges on this account shall be born by the contract and paid by him to the municipal authority. The contractors provide one sweeper for every 8 seats of dry system.

6. DRAINAGE

The contractor (s) shall provide efficient arrangements for draining away suitable water so as keep the camp neat and tidy.

7. The contractor (s) shall make necessary arrangement for keeping the camp area sufficiently lighted to avoid accident to workers.

8. SANITATION

The contractor (s) shall make arrangement for conservancy and sanitation in the labour camps according to the rules of the local health and medical authorities.

CLAUSE – 19 – 1 : MINIMUM WAGES

The contractor shall comply with all the provisions of the minimum wages Act 1943 and modification thereof and rules formed there under and other laws.

The employment of labour for the work as well as its welfare health and wages shall be governed by the provisions of the contract labour (regulations & Abolition) Act 1970 (Act. 37) of 1970 and of the Delhi Contract Labour (regulations and Abolition) Rules 1972, in case of default the contractors (s) in respects of any of the set provisions on account of which their responsibility shifts to the IPGCL as the principal employer, the Engineer-in-charge shall have the power to comply with said provisions at the cost of the contractor.

CLAUSE – 20 : SUPERINTENDENT

a) The contractor shall keep a competent and qualified representative consultancy in charge on the premises from the time of work is commenced until it is entirely completed. He shall assist the Engineer-in-charge and shall receive and comply with the directions, drawings and specifications and supervisions the works of all sub-contractor and workmen.

b) The contract's representative shall not be transferred from the operations

without construct of the Engineer-in-charge.

- c) The representative shall carefully examine the drawing and specification and acquaint: the Engineer with any inconsistency for discrepancy that may appear before proceeding with the work.
- d) The contractor shall remove and replace at his own expenses his representative or any employee, who in the opinion of the Engineer-in-charge is not competent to perform the duties assigned to him for misconduct himself.

CLAUSE – 20C

Each contractor shall from time to time remove all rubbish from the execution of his work, streets and drive ways shall be kept clean and unobstructed at all time, material from disintention the not suitable in the contraction work all be the property of the contractor with the owner approval and shall immediately be removed from the site. Before issue of the notification try the contract regarding completion of this work. The contractor shall remove as rubbish tools, scaffolding and surplus materials and leave the premises clean and fit for use.

CLAUSE – 20D CARE OF FINISH OF WORK

- a) The contractor shall effectively protect the work from action of weather and from injury for defacement and shall cover finished parts where required for their through protection face work shall be left perfectly clean and free from defaults. The contractor shall be responsible for protecting work which has been completed by other contractors. Heavy planning shall be used when moving any accretion over finished work.
- b) All materials, tools, plant and so forth at the site and necessary for the execution work shall be empty at the risk and of the contractor.

CLAUSE 21:

Work should not be sub-let otherwise contract may be recede and deposit forfeited for subletting breaking of it contractor becomes in vent

The contractor shall not be assigned or subject without the written prior approval of the Engineer-in-charge and if the contractor shall assignor adjust this contract or attempt to do so, if any brief gradually gift, pre-requisite regard or advantage pecunlay or otherwise shall other directly or identity by given promised or by the contract or any of his servant or agents to any public or person in the employee of IPGCL in any way rating to his office or employment, of if an any such officer or person shall become in any way directly or incorrectly in the contractor the Engineer- in-charge shall have power to adopt any of the cursor specified in clause as they may deem best suited in the interest of IPGCL and in the event of any of these courses being adopted the consequences specified in the said clause 3 shall ensure.

CLAUSE – 22 – SUM PAYABLE BY WAY OF COMPENSATION TO BE CONSIDERED AS REASONABLE COMPENSATION WITHOUT REFRESHENCE TO ACTUAL LOSS.

All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the use of IPGCL without reference to the actual loss or damage sustained and whether or not any damage shall have been sustained.

CLAUSE – 23: CLAUSE IN CONSTITUTIONS

Where the contractor is a partnership firm the prior approval in writing of the Engineer-in-charge shall be obtained before any change is made in the constitutions of the firm when the contractor is an individual or a Hindu unlinked family business concern such approval as aforesaid shall likewise be obtained before the contractor offers into any partnership agreement whose under the partnership firm have the right to carryout the work hereby. Undertaken by the contractor if prior approval as aforesaid is not obtained, the contractor shall be demand to have assigned in contravention of clause 21 hereof and the same section may be taken and the same consequences shall ensure as provided in the said clause – 21.

CLAUSE – 24

All works to be executed under the contract shall be executed under the direction and subject to the approval in all respect of the Engineer-in-charge who shall be entitled to direct at what point and in what manner they are to be commenced and from time to time carried out.

CLAUSE – 25

If there is any dispute, question or controversy the settlement of which is not therein specified provided shall at any time abide between the IPGC: and for the supplier/contractor reacting to the order/contract or any matter connected with the contract order of the portion the same or the same or the high on duties of other party than in every such case the matter of dispute shall be referred to the arbitration of Chairman or his nominee shall be final and binding of both the periods. The provision of ARBITRATION NAD CONCULATION ACT, 1996 as amended from time to time shall apply to such Arbitration proceeding. It was not done to the contractor/suppliers to the appointment of Chairman of the IPGCL or his nominee as arbitration on the ground that this officer of the PGCL or has dealt with the marks in question in the course of his duties or has expressed his views on all or any matters disputes. Services under this order contract shall not with standing the absence of any dispute/question of controversy withhold on account of such proceeding unless any payments are the direct subject to sub-arbitration.

CLAUSE – 26 : PATENT RIGHTS

The contractor shall fully dentally the IPGCL named any action claim or according relating integument of use of any patent of design of any alleged patent or design and shall pay article of part thereof included in the contractor in the event of any claim made under or action bought against IPGCL in respect of any such matter any arise there from the concerned shall be liability at his own expenses to settle any disputes or to conduct any liabilities infringement of the patent or deign of any alleged patents o leaving the direct of any order passed by the Engineer-in-charge in this behalf.

CLAUSE – 27

When the estimate on which a tender it made include impound in respect of path of the works, the contractor shall be entitled to payment in respect of the items of works involved or the part of the question at the same rates as are payable under the contract for items, or if the parts of the works in question are not opinion of Engineer=-n-charge, capable or measurement the decision of the Engineer-in-charge shall be final conclusive against the contractor with regard to any sum payable to him under the provision of the clause.

CLAUSE – 28 ACTION WHERE NOTIFICATINS

In case of any class of work which there is no such specification as is mentioned in Rule – I, such works shall be carried out in accordance with the directions to be finished by the Engineer-in-charge. No extra claims on account or the absence of such specifications from the original from the original tender documents to shall be entertained.

CLAUSE – 29

- 1) Where any claim against the contractor for the payment of a firm of money arises out of or order the contractor, IPGCL shall be attached to recover such sum by appropriating in parts of such security in the event of the security being installation the balance of the total sum recoverable as the case may be shall be deducted from any sum then sue or when at any time thereafter become due from the contractor under the or any other contract with IPGCL should this sum be not sufficient to recover the full scor recoverable the contractor shall pay to IPGCL on demand the balance remaining dues.
- 2) IPGCL shall have the right cause and audit the technical examination of the work and the final bills of contractor including at supporting vouchers abstract etc. to be made after payment fo the final bill at as a result of each audit and technical examination any sum is found to have been cover paid respect of any work claimed by him to have been done under the contractor and found not to have been executed, the contactor shall be lable to refund the amount over payment and it shall be lawful for IPGCL to recover the same form him so the manner described in such clause (1) of this clause or in any other legally examinable and its found that the contractor was paid less than what was due to him under the contractor in respect of any work executed to him under the contractor in respect of any work executed to him under it, the amount of such under payment shall be duly paid by IPGCL in the contract.
- 3) Provided that IPGCL shall not be articulated to recover any such over paid, nor the can factor shall be should the payment of any sum said short where such a payment has been agreed upon between the Engineer-in-charge on the hand the contractor on the other under any terms contractor permitting payment for work after assessment by the Engineer-in-charge.

CLAUSE – 30: PROHIBITION AGAINST THE EMPLOYMENT OF COAL MINING OF CONTROLLED AREA LABOUR

1. The contractor shall not employ coal making controlled areas Labour failing under any category whatsoever on or in connection with the work recruit Labour from area within a radius of 20 miles of the controlled area. Subject as above the contract shall employ imported Labour only e.g. deposit imported Labour or imported by contractor from area from which import is permitted.
2. Where ceiling price of imported Labour has been fixed by State or regional committee not more than that coiling price al be paid to the contractor.
3. The contractor shall immediately any lob our or who may be pointed out by the Engineer-in-charge as being a coal mining or controlled area laborer. Failure to do so shall tender the contractor liable to pay to IPGCL a sum calculated at the rate of Rs.10/- per day labourer. The certificate of the Engineer-in-charge about the number of coal milling or controlled area Labour and presiding upon all portions to this contract.

4. It is declared and agreed between the parties that the aforesaid stipulated I this clause is one in which the public are interested within the meaning of the execution of section 74 of the plan contract Act, 1972.

CLAUSE – 31 : SUPPLY OF WATER AND POWER

- a) The contractor shall his own arrangement for supply of water of suitable quality acceptable to the Engineer-in-charge for construction as well as drinking purposes. Further in case the water for construction is made available from the owner, the cost for the same will be recoverable from the contractor bid at 1% on the total of the work. For this purposes, progressive recovery will be made dependent upon the amount of the bill, In case such a case the contractor shall make his understood that IPGCL do not guarantee to maintain to maintain interpreters water and will be incumbent or the contractor to make alternative arrangements fr water at his own coat I the event of any temporary break down in the water makes so that progress of his work in not held up for want of water. No claim damages or refund of water charges will be entertained on account of such breakdown.
- b) The Engineer-in-charge provide against payment of per W/H of electricity at the job site at one or more points on the distribution system provided by the owner for temporary power and lighting. The supply will be governed by prevalent commercial rules of the IPGCL in respect of security testing of installation etc. Electricity furnished will be volts phase 50 cycles and 230 volts, one phase and 230 volts, one phase, 50 cycle each Contractor shall provide and install all necessary transformers switching writing fixture bubs and on the temporary equipment for power and fighting and shall remove the same of completion of the work. Yard and general lighting only will be provided by the Engineer-in-charge the contractor shall indicate all his requirements in respect of the above facilities.

CLAUSE – 32

Not with standing any thing contained to the contrary I any of the clause of the contract, where any materials of the exclusion of the contract are procured with the assistance of IPGCL stocks or purchase made under orders or permits or license issued by the IPGCL in the contractor shall hold the said material economically and solely for the purpose of the contract and not dispose of them without the permission of IPGCL and return if required by the Engineer-in-charge all subject or unenviable materials that may be left with him after the completion of the contract or not its termination for reasons on being paid or credited such price as the Engineer-in-charge shall determination having due regard to the candidates of the materials. The contractor shall also not be entitled and incidental charges for returning the surplus material from and to the store/warehouse etc. where from they were issued. The price allowed to the contractor however shall not exceed the amount charged to excluding the storage charges, if any the decision of he Engineer-in-charge shall be final and contractor shall in addition to throwing himself own to action for contravention of the terms of the license or permit and or for criminal branch of trust, advantages or profit resulting or which I the usual course would have resulted to.

CLAUSE – 33 SPECIAL T&P

The contractor shall furnish along with the tender a 1st of items of special T & P and the machinery, which he will be deploying on the particular job.

He will also make necessary arrangement, for supplementing them or drawing and other items of machinery, if required to do so by the engineer-in-charge as the time of awarding of the contractor letter on ad the work progresses. In case some times of equipment and machinery are available with the engineer, those may be supplied to the contractor on hire at the discretion of this engineer at a rate to be fixed by the engineer –in-charge. The non-provision of such equipment and machinery by the engineer –in-charge of withdrawn such equipment and machinery originally provided by the engineer –in- charge shall not be taken but the contractor as a pleas for delay in the work/work for payment of any compensation whatsoever.

Clause -34 Employment of Technical Staff

The contractor shall employ adequate full time technical staff and qualified engineer during the execution of the work. He shall furnish a list of such staff together with their qualification and experience for approval of the engineer prior to employing them at the site of works. For information of the contractor the acquirement of technical staff on the basis of value of work as normally expected are listed below:

For value of work more than Rs. 50,000/- but possessing below Rs. 5 Lacs.	One qualified engineer Diploma
For value of works above Rs. 5 Lacs but possessing below Rs. 10 Lacs	One qualified Engineer Degree
For value of work above Rs. 10 Lacs	Two qualified Engineer one possessing Degree and the other possessing Diploma

The decision of Engineer –In-Charge regarding actual employment of technical staff will however, be binding on the contractor.

CLAUSE – 35 TAXES

Sales tax or any other tax on material in respect of the contract shall be payable by the contractor and the I.P.G.C.L/P.P.C.L.shall not entertain any claim whatsoever in any respect.

CLAUSE – 35 A

It pursuit to or under any law such notification or order may royalty. Cess fee or the like becomes payable by the IPGCL..... and does not any time become payable by the contractor , to the state Government local authorities in respect of materials used by the contractor in the works, then in such case it shall be lawful for the IPGCL and it will have right and be aforesaid from the dues of the contractor.

CLAUSE – 35 B PURSUITS FEES AND TAXES

The contractor shall include in his tender price or all taxes property applicable to his operation. The contractor shall obtain any pay for all permits, licenses or other privileges necessary to complete the work ,certificates of which shall be delivered to the Engineer-In-Charge and will become property of the Engineer except the import licenses for imported materials required and permits for controlled items will be obtained by Engineer, the requisition for which should be furnished on the Engineer well in advance.

CLAUSE – 36 TERMINATION OF THE CONTRACT UNDER CERTAIN CIRCUMSTANCES

Without prejudice to any of the rights or remedies under this contract, if the contractor dies, the Engineer shall have the option to terminate to the

contract without compensation to the contractor.

CLAUSE – 37 CONDITIONS DISQUALIFYING CONTRACTORS

The contractor shall not be permitted to tender for works. In case his near relative is posted as officer of the rank of Clause-II and above in any capacity in the civil circle, concerned finance and accounts department. He shall also intimate the name of persons who are working with him in any capacity or subsequently employed by him and who are relative to any office in the IPGCL.

Any breach of this condition by the contractor would render him, liable to be removed from the list of contractors of the IPGCL... and his work may be terminated without any compensation whatsoever.

NOTE: BY THE TERM NEAR RELATIVE IS MEANT, WIFE/HUSBAND PARENTS, CHILDREN AND GRAND CHILDREN, BROTHER, SISTER, UNCLE AND COUSINGS AND THEIR CORRESPONDENCE IN -LAVIS.

CLAUSE – 38

No Engineering Gazetted rank or other Gazetted officer employed in Engineering or Administrative duties in an Engineering Deptt. of the Govt. of India is allowed, work as a contractor for a period of two years of his retirement from Govt. service without the previous permission of Government of India. This contractor is liable to be cancelled if either the contractor or any of his employee is found to any time to be such a person who had not obtained the permission of Govt. of India as aforesaid before submission of the tender or engagement in the contract services as the case may be.

CLAUSE – 39 PENALTY FOR WASTAGE OF CEMENT AND USE OF LESS CEMENT THAN REQUIRED THEORETICAL

- i) After the completed 1 of the work, the commercial quantity of cement to be used on works shall be calculated on the basis CPWD's statement six quantities of cement to be used in different items of work provided in the Delhi Schedule of Rate applicable to the agreement or at places where Delhi Schedule of Rules will not be applicable I the case of agreements, it shall be calculated on the basis o standard formatted laid dept by the Engineer-in-charge. Over the theoretical quality of cement shall be allowed various upto 3% for works the estimated cost of which as pot to tender is not more Rs. 5 lacs upto 2% plus minutes for works the estimated cost of which is more than Rs. 5 lacs. The different in the quality of cement actually is used to the contractor and the theoretical quality including authorized verities, if not return returned by the contractor be recommended at there twice the issue rate storage charges, without prejudice to the provision of the relevant conditions return of materials coverage. In the event of it being discovered that the quality of cement used is less than the quality ascertained as here in before following variation on the minus side as stipulated above, the cost of the quality of cement not to so used shall be removed fro the contractor on the basis of stipulated rate including storage and cartage to site.
- ii) The provisions of the going sub-clause shall apply in the case of steel reinforcement except that theoretical quantity steel shall be taken as the quantity as the quantity enquired as per design or as methodized by the Engineer-in-charge including authorized lappages, chairs etc. Plus 3% wastage due to cutting into pieces. Over this theoretical quantity +2% shall be allowed for various due to wastage being more or less.
- iii) The provision made above is with pre-prejudice to the right of the IPGCL

to take action against the contractor under the conditions of the contract for not doing the work according to prescribed specifications.

CLAUSE – 40 : GUARANTEE AND PENALTIES :

- a) The contractor shall guarantee that the material and workshop are the best of their respective kinds for the service, intended and that all items will be free from in heritage.
- b) If after installation and trial operation any equipment or materials shall fail in any respect to meet the above guarantee the contractor at his own expenses and without expenses to the owner shall replace such work in a condition which will meet above guarantee.
- c) Guarantee, as required, shall be furnished by the contractor upon forms approved by the Engineer-in-charge as shall be signed by both the contractor whose work is involved.
- d) These specifications assume a report of 'siddhi' upon the part of all contractors and workmen employed the contractor shall consult with the Engineer-in-charge, wherever,. In his judgment, variation in the work of construction or in the qualification of material would be necessary to fulfill the guarantee called for; such variation may be made by the contractor only when authorized by the Engineer-in-charge.
- e) The contractor shall provide guarantee to remove any defects at his own cost in his work due to faulty materials workmanship or both, which shall remove such defects within a reasonable period of time.
- f) Penalty for non-fulfillment of any guarantee shall be as provided in penalty clause 40 b below.

CLAUSE – 40A : PERIOD OF GUARANTEES

The period of the general guarantee on all construction work will be six months and one year respectively for work costing up to Rs.5 Lacs costing more than Rs.5 Lacs respectively starting from the date of acceptance of the complete work of the contractor by the Engineer-in-charge, however should any defect arise in any work within this time, the required period of guarantee for that individual item only will be modified to six months from work costing upto Rs. 5 Lacs starting from the date of acceptance by the Engineer-in-charge following the remedy of the defects by the contractor.

CLAUSE – 40B : NON-FULFILMENT OF PERFORMANCE GUARANTEE

None furnished of the general performance guarantee as stated in section 40

(a) and in the specification shall result the application of clause – 17.

CLAUSE – 41: CONTRACTOR TO PRESERVE PEACE

The contractor at all times during the progress of work take all result prescribed and use his best behaviour to prevent any riotous or unlawful behaviour by or amongst their work and other employed in the works and for the preservation of place of the inhabitation and the security of the property in the neighbourhood of works. He shall also pay the charges of social peace, if any that may be deployed for maintenance of peace and allow and order at the discretion of the Engineer – in – charge.

CLAUSE – 42

The Engineer may in his discretion and for the direction of execution of the contract make available at site free of charges, land for construction of contractor's file office, workshop etc. as per plan approved by the Engineer-in-charge shall be done by contractor at his own cost. The land required for construction of file office, stores, etc. as per this clause, shall be indicated separately in the prescribed form. The payment of shall not be made, until and unless the contractor has handed over vacant possession of land allotted to him for, the above purpose.

The contractor shall remove all labour contracted during the execution of work and clear the site including the adjoining areas such as Government land/road/footpath etc. immediately on completion of work. The final bill including payment of security deposit shall not be proceed/released until and unless the contractor hands over vacant possession of Government land after removal of all the labour hutments.

CLAUSE – 43: CO-OPERATION WITH OTHER CONTRACTORS

- a) The IPGCL reserve the right to 1st other contractor in connection with this work. The contractor shall offer other contractor reasonable opportunity for the introduction and storage of their materials and the execution of their work and shall properly connect and coordinate his work.
- b) If any part of the contractor's work depends for proper execution of result this work of any other contractor, the contractor shall inspect and properly report to the Engineer any defects in such work that render it unsuitable for such proper execution and results. His take to so inspect and report shall be accepted of the other contractor's work fit and proper of the reception of this work, except as to defects which may develop in the other contractor's work after the proper execution of his work.
- c) To ensure the proper execution of his subsequently shall get the work measured already carried out and shall once report to the Engineer to the Engineer and discrepancy between the executed work and the drawings.

Signature of contractor

**Signature of Engineer-In-charge
On behalf of IPGCL/PPCL**

Special Terms & Conditions

A) Essential & Mandatory Requirement

- 1) (I) The bidder should possess registration with EPF, Service Tax and Tin no.
- (ii) The bidder should either submit document in respect of having registration with ESI or shall have to give an undertaking that the employees will be covered by group personal accident/mediclaime policy in addition to public liability & work men compensation policy before start of work.
- 2) The bidder shall have to submit certificate of execution of work showing date of start/date of completion & executed amount with details of penalty if any.
- 3) The bidder should certify that their firm has not been blacklisted /debarred by any Govt. /Semi Govt. /Board/Corporate/Pvt. Organization.
- 4) The bidder should certify that he will show the originals of self attested copies of submitted/ uploaded documents for verification if called for

B) Specifications

1.	The C.P.W.D. Specifications 1996 with up to date correction slips shall be followed for the works unless otherwise stated by the department, wherever applicable, relevant ISI Codes will also be referred to. For non-schedule items, specification of work shall be as per BOQ/Specification attached with the tender documents.
2.	The work will have to be completed within a time schedule as given in the NIT, to be reckoned from the date as mentioned in the letter of award, failing which the contractor shall be liable to pay as compensation an amount equal to 1% or such small amounts as the engineer-in-charge may decide on the awarded cost of the whole work for every week delay but not exceeding 10% on the value of the work awarded.
3. (A)	The person/persons whose tender may be accepted (hereinafter called the contractor) shall permit IPGCL/PPCL at the time of making any payment to him for work done under the contract to deduct such sums as along with the sum already deposited as earnest money on account of security deposit as under:
	First Rs.1 Lakh : 10%, Next Rs.1 Lakh : 7.5% On balance : 5%
(B)	Earnest money given by unsuccessful bidders will be refunded after the award of contract.
(C)	The earnest money shall be forfeited on revocation of tender before the expiry of validity of the tender or on refusal to enter into the contract after the award is made by IPGCL/PPCL to the bidders within the validity period of offer.
4.	Testing:
	Testing of materials & works shall be got done by contractor at their cost in accordance with specification as per direction of EIC.
5.	CEMENT & STEEL
	The contractor will procure cement and steel of approved quality for the work and shall be responsible for proper storage at site.
6.	Bricks
	Ash/fly ash based bricks of Class Designation 75 shall only be used in the work and the same shall be arranged by contractor at their own cost.
7.	Electricity for the work shall be made available at one point free of cost. The contractor shall arrange for distribution box and further wiring etc.
8.	Water required for the work shall be normally arranged by the contractor himself. If facilities are available at site, the department may permit usage of water from its premises. In that case 1% of the value of the work shall be deducted from the bill as water charges.

9	LABOUR LAWS
A.	The contractor shall comply with all labour laws of Central Government or State Government as the case may be and pay minimum wages to the workers.
B.	The Contractor should have independent PF No. allotted from Regional Provident Fund Commissioner (RPFC) for the labour engaged by him as required under the law and shall abide by all the conditions of Provident Fund Act.
C.	The contractor should possess. E.S.I Registration.
D.	SAFETY The contractor shall be ensure that their workers use suitable personal protective equipments while working on site and also ensure safe working conditions. If contractor fails to adopt adequate safety measures, EIC can impose a fine up to Rs.1000/- for every instance of violation of Safety measures.
10. (A)	IPGCL/PPCL at its sole discretion unilaterally can change the quantity to the extent of (+/-) 20% as indicated in BOQ. The bidder would be bound to execute/supply these quantities on the same terms & conditions of prices & schedule.
(B)	In case of any alteration/addition or substitution in the work, the rate shall be derived from 2007 CPWD Delhi Schedule of Rates plus/minus percentage finally adopted by the owner and as quoted by the bidder on the Tender. In case, however, the rates are not available in the DSR or can not be derived from the similar items of DSR, the market rates will be taken with a profit & overheads margin of 15% only be considered for arriving at the final rate of the item.
11	If required, the work will have to be carried out during Sunday & other holidays with prior permission of Engineer-in-charge.
12.	Contractor shall furnish all labour, materials equipment & other accessories complete as required for the successful execution of the work in accordance with drawings & specification.
13.	Any damage done by the contractor to any existing work during the course of execution of the work tendered for , shall be made good by him at his own cost.
14.	The contractor shall maintain in good conditions all works during execution till completion of entire work allotted to him.
15.	The contractor shall clear the site thoroughly of rubbish, scaffolding materials etc. before the stipulated date of completion of work.
16.	Contractor hereby accepts full responsibility and indemnifies the Department and shall hold the Department harmless from all acts of omissions and commissions on the part of the Contractor, his agents his sub contractors and employees in execution of the Order. The Contractor also agrees to defend and hereby undertakes to indemnify the Department 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 damages to the property arising out of or in connection with the performance of the work under the Contract.
17.	Release of Security Deposit Defect liability period shall be six months from date of acceptance, for the works up to Rs.5 lacs (Five lacs) and shall be one year for the works above Rs.5 lacs.

(Special Terms and Conditions of The AMC Tender)	
18.	The scope of work include general kind of civil maintenance works in the plant and the bidder should inspect the site and working conditions before quoting their rates and nothing extra shall be payable on this account.
19.	The contractor shall establish a store and his site office inside the power plant and deploy his representative to take care of day to day mtc. Work related in the plant. In case if the party fails to executed the work in any plant the party is bound to executed the work in any another power house in case of exigency of work with the approval of DGM(Civil) the work shall be executed at the risk and cost of the vender.
20.	Schedule items of DSR-2007(Part-A) shall be executed at quoted/agreed premium, any other item not included on the contract can also be assigned to the contract.
21.	Non-DSR items shall be executed as per schedule. The bidder shall quote their rates for this schedule based on market rates.
22.	Day to day complaints should be attended within the schedule period as decided mutually by the contractor and Engineer- In -Charge. In case of failure, the recovery shall be made at the rate of 10% of the payment, shall be processed ex party.
23	The variation and deviation limit is only for the contract price and not on each item of contract. The valuation for this purpose shall be the net deviation +/- valuation to be taken together by value at the time of approval of variation/deviation. The overall deviation in the contract shall not exceed +/- 20% of the awarded value of contract. a) Contract can be extended with the consent of the contractor.
24.	All the materials shall be arranged by the contractor at his own cost including cement, steel & fly ash/clay brick.
25.	For Non-Schedule items (Part-B & C), the bidders have to quote item rates as per schedule. The estimate/schedule is based on DSR-2007(part-A) premium/rates shall be quoted by the bidders both in works & figures & for the complete nomenclature of the D.S.R items the D.S.R -2007 may be referred with respect to D.S.R .code nos. mentioned in the Schedule of quantity.
26.	Rate shall be firm during this contract. Even if the period of contract is extended, no escalation in rate on whatsoever ground shall be admissible.
27.	The following T & P are mandatory, smooth functioning of day to day mtc. Work.
a.	Welding Machine
b.	Tools related to carpentry work.
C.	Tools related to Mason works.
d.	Tools related to Plumbing works.
28.	The contractor himself or the representative should contact to officer-in-charge to acknowledge the work on daily basis.

Signature of contractor

**Signature of Engineer In-charge
on behalf of IPGCL/PPCL**

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 @1% per week or part thereof subject to maximum 10% 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.

(On Non judicial stamp paper of appropriate value)

PROFORMA OF BANK GUARANTEE IN LIEU OF EARNEST MONEY DEPOSIT.

Ref :

To,
**Indraprastha Power Generation Company Limited/
Pragati Power Corpn. Ltd.,
Rajghat Power House,
New Delhi-110 002.**

Dear Sirs,

In accordance with your Notice Inviting Tender for
_____ under your Tender/Enquiry No.
_____ M/s _____ (hereinafter called the
Tenderer) with following directors on their Board of Directors/Partners of firm :

1. _____
2. _____
3. _____
4. _____
5. _____

Whereas to participate in the said tender for the following :-

1. _____
2. _____
3. _____

Whereas it is a condition in the tender documents that the tenderer has to deposit Earnest Money with respect to the tender with Indraprastha Power Generation Company / Pragati Power Corpn. Ltd., (hereinafter referred to as Company) amounting to Rs. _____ and tenderer in lieu of EMD can submit Bank Guarantee from a nationalized/listed bank of IPGCL/PPCL irrevocable and operative till _____ days after the validity of the offer (i.e. 210 days from the date of opening of tender) for the like amount which is likely to be forfeited on the happening of contingencies mentioned in the tender documents.)

And whereas the tenderer desires to secure exemption from deposit of Earnest Money and has offered to furnish a Bank guarantee for a sum of Rs. _____ to the Company for Earnest Money.

Now, therefore, we the _____ Bank, a body corporate constituted under the Banking Companies (Acquisition and Transfer of Undertaking) Act 1969 and branch office at _____ (hereinafter referred to as the Bank) do hereby undertake and agree to pay on demand in writing by the Indraprastha Power Generation Company Ltd./ Pragati Power Corpn. Ltd., without any demur, reservation or recourse.

We, the aforesaid bank further agree that the company shall be the sole judge of and as to whether the tenderer has committed any breach or breaches of any of the terms, costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the Company on account of thereof to the extent of the Earnest Money required to be deposited by the Tenderer in respect of the said Tender Document and the decision of the Company that the Tenderer has committed such breach or breaches and as to the amount or amounts of loss, damage, cost, charges and expenses caused to or suffered by or that may be caused to or suffered by the Company shall be final and binding on us.

We, the said Bank further agree that the Guarantee herein contained shall remain in full force and effect until it is released by the Company and change in the constitution, liquidation or dissolution of the tenderer, shall not effect our liability guaranteed herein, it is further declared that it shall not be necessary for the company to proceed against the Contractor before proceeding against the Bank and the Guarantee herein contained shall be enforceable against the Bank, not withstanding any security which the Company may have obtained or shall obtain from the contractor at the time when proceedings are taken against the Bank for whatever amount may be outstanding or unrealized under the Guarantee.

The right of the Company to recover the said amount of Rs. _____ (Rupees _____) from us in manner aforesaid will not be effected due to dispute have been raised by the said M/s _____ (Tenderer and/or dispute or disputes are pending before any authority, officer, tribunal _____ arbitrator(s) etc.

Notwithstanding anything stated above, our liability under this guarantee shall be restricted to Rs. _____ (Rupees _____) and our guarantee shall remain in force up to _____ and unless a demand or claim under the guarantee is made on us in writing within three months after the aforesaid date i.e. on or before the _____ all your rights under the guarantee shall be forfeited and we shall be relieved and discharged from all liability there under.

Date _____
Place _____

Signature _____
Name _____
Designation _____
Bank's common seal _____

Authority No. _____

(Witness signature with full name and address)

(1) _____

(2) _____

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.

STATEMENT OF DEVIATIONS

Bidder's Name and Address

.....

.....

To,

**Manager (CS)- III
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

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

**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.

**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	
c.	Address	
d.	Telephone	
e.	9-DIGIT CODE NUMBER OF THE BANK & BRANCH (Appearing on the MICR Cheque issued by the bank)	
f.	ACCOUNT TYPE : (S.B. Account/Current Account or Cash Credit with Code 10/11/13)	
g.	LEDGER NO./LEDGER FOLIO NO	
h.	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**