

NHDC LIMITED

(A Joint venture of NHPC Limited & Govt. of Madhya Pradesh)



OMKARESHWAR PROJECT RESETTLEMENT

TENDER DOCUMENT FOR

**External electrification work at resettlement site
Sirlay under OSP and underground railway
crossing, including all labour, transportation,
sundries etc. with all necessary installation,
inspection, testing, commissioning, clearances and
handing over the entire electrical network to
MPPKVV Co. Ltd. O&M Division, Barwaha
district Khargone (M.P.)**

NIT No.NHDC/4/C-4/CXXX-117/13/0769 dated : 28.09.2013

**Manager (Contracts)
NHDC Ltd. R&R Office,
NVDA Office Complex,
KHANDWA (M.P) 450001**



NHDC LIMITED

(A Joint venture of NHPC Limited & Govt. of Madhya Pradesh)

CONTRACT FORM FOR ELECTRICAL WORKS

NIT No.NHDC/4/C-4/CXXX-117/13/0769

dated : 28.09.2013

NAME OF WORK	:	External electrification work at resettlement site Sirlay under OSP and underground railway crossing, including all labour, transportation, sundries etc. with all necessary installation, inspection, testing, commissioning, clearances and handing over the entire electrical network to MPPKVV Co. Ltd. O&M Division, Barwaha district Khargone (M.P.)
ESTIMATED COST	:-	Rs. 117.37 Lacs
EARNEST MONEY	:-	Rs. 2,35,000/-
TIME OF COMPLETION	:-	05 months
COST OF TENDER DOCUMENT :-		Rs. 1,000/-

**Manager (Contracts)
NHDC Ltd. R&R Office,
NVDA Office Complex,
KHANDWA (M.P) 450001**

NHDC LIMITED
(A Joint venture of NHPC Limited & Govt. of Madhya Pradesh)
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SECTION – I
NOTICE INVITING TENDER

SHORT TERM NOTICE INVITING E-TENDER

Online bids under Two-Cover system are invited on behalf of NHDC Ltd. from reputed firms for following works.

“External electrification work at resettlement site Sirlay under OSP and underground railway crossing, including all labour, transportation, sundries etc. with all necessary installation, inspection, testing, commissioning, clearances and handing over the entire electrical network to MPPKVV Co. Ltd. O&M Division, Barwaha district Khargone (M.P.)”

The details of work are available in the tender document which can be downloaded from website www.nhdcindia.com and Central Public Procurement(CPP) Portal www.eprocure.gov.in/eprocure/app and the bid is to be submitted **online** only on www.eprocure.gov.in/eprocure/app upto last date and time of submission of tender. Sale of physical tender document is not applicable.

1.0 Brief Details of Tender:

S.No.	Item	Description
(i)	Estimated cost of the Work	Approx. Rs. 117.37 Lacs
(ii)	EMD (Bid security)	Rs. 2,35,000/- (Rupees two lacs thirty five only) by DD/BC in favour of NHDC Ltd. payable at Khandwa.
(iii)	Completion period	05 (Five) Months
(iv)	Tender document fees (Non-Refundable)	Rs. 1000/- (Rupees one thousand only) by DD/BC in favour of NHDC Ltd. payable at Khandwa.
(v)	Tender Inviting Authority	Manager (Contracts), NHDC Ltd., R&R Office, Civil Lines, Khandwa (M.P.) Phone No. 0733-2225717, Fax No. 0733-2222242

Note: **Tender Fee and EMD (in original) should be submitted to the Tender Inviting Authority on or before the last date & time of bid submission failing which the tender will be summarily rejected.**

2.0 Critical Dates of Tender:

S.No.	Particulars	Date & Time
(i)	Publish Date & Time	01-10-2013 : 10.00 AM
(ii)	Sale/ Document Download Start Date & Time	01-10-2013 : 10.00 AM
(iii)	Sale/ Document Download End Date & Time	10-10-2013 : 03.00 PM
(iv)	Clarification Start Date & Time	01-10-2013 : 10.00 AM
(v)	Clarification End Date & Time	08-10-2013 : 05.00 PM
(vi)	Bid Submission Start Date & Time	01-10-2013 : 10.00 AM
(vii)	Bid Submission End Date & Time	10-10-2013 : 03.00 PM
(viii)	Bid Opening Date & Time	10-10-2013 : 03:30 PM

3.0 Qualifying Requirement:

- A. The bidder shall have valid centralised registration in appropriate class with Madhya Pradesh Public Works Department or other State Government Department/Semi Govt.Department/Public Sector Undertakings/joint ventures of “State or Central Governments”.
 - B. The bidder should have valid E.P.F. Registration.
 - C. Permanent Account Number (PAN).
 - D. Registration certificate declaring TIN with commercial tax department for sale tax/VAT.
 - E. The bidder shall have experience of having successfully completed similar works during last seven years ending last day of month previous to the one in which application are invited should be either of the following:
 - a) Three similar completed works costing not less than the amount equal to **Rs. 46.95 Lacs each**.
 - b) Two similar completed works costing not less than the amount equal to **Rs. 58.68 Lacs each**.
 - c) One similar completed works costing not less than the amount equal to **Rs. 93.90 Lacs**.

“Similar works”, means External Electrification work.
 - F. The firms shall have average annual turnover during last three financial years ending 31st March 2013 more than **Rs. 35.21 Lacs**.
 - G. The bidder should have A-class electrical license.
- The bidder shall also have to fulfill the eligibility requirements as detailed in the tender document.

- 4.0 The details/ information regarding online tendering i.e. Registration on CPP portal, Preparation of Bid and Submission of bid are available in the tender document.** NHDC reserves the right to reject any or all tenders and shall not be bound to assign any reason for such rejection.

For and on behalf of NHDC Ltd.,

**Sd-
Manager (Contracts)
NHDC Ltd. R&R, Khandwa**

SECTION –II
INFORMATION AND INSTRUCTIONS FOR
TENDERERS

Information and Instructions for Tenderers

1.0 Online bids under two envelope/cover system is hereby invited on behalf of NHDC Ltd. (A Joint Venture of NHPC Ltd. & GoMP) (hereinafter referred to as Corporation/ Employer) from reputed firms for **“External electrification work at resettlement site Sirlay under OSP and underground railway crossing, including all labour, transportation, sundries etc. with all necessary installation, inspection, testing, commissioning, clearances and handing over the entire electrical network to MPPKV Co. Ltd. O&M Division, Barwaha district Khargone (M.P.)”** as per the enclosed **Schedule of Quantities and Prices (Schedule-A)**. Tender forms can also be downloaded from the corporation website www.nhdcindia.com & www.eprocure.gov.in/eprocure/app

1.1 This section of the bidding documents provides the information necessary for bidders to prepare online responsive bids, in accordance with the requirements of the Corporation/ Employer. It also provides information on online bid submission, opening, evaluation and contract award.

1.2 INSTRUCTIONS FOR ONLINE BID SUBMISSION:

The bidders are required to submit soft copies of their bids electronically on the Central Public Procurement (CPP) Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

1.2.1 REGISTRATION:

- (i) Bidders are required to enrol on the e-Procurement module of the Central Public Procurement Portal by using the “Click here to Enroll” option available on the home page. Enrolment on the CPP Portal is free of charge.
- (ii) During enrolment / registration, the bidders should provide the correct/true information including valid email-id & mobile no. All the correspondence shall be made directly with the contractors/bidders through email-id provided.
- (iii) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- (iv) **For e-tendering possession of valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) is mandatory which can be obtained from SIFY/TCS/nCode/eMudra or any Certifying Authority recognized by CCA India on eToken/ SmartCard.**
- (v) Upon enrolment on CPP Portal for e-tendering, the bidders shall register their valid Digital Signature Certificate with their profile.
- (vi) Only one valid DSC should be registered by a bidder. Bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse and should ensure safety of the same.
- (vii) Bidders can then log into the site through the secured login by entering their user ID / password and the password of the DSC / eToken.

1.2.2 PREPARATION OF BIDS

- (i) For preparation of bid Bidders shall search the tender from published tender list available on site and download the complete tender document and should take into account corrigendum if any published before submitting their bids.

After selecting the tender document same shall be moved to the ‘My favourite’ folder of bidders account from where bidder can view all the details of the tender document.

- (ii) Bidder shall go through the tender document carefully to understand the documents required to be submitted as part of the bid. Bidder shall note the number of covers in which the bid documents have to be submitted, the number of documents - including the names

and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.

- (iii) Any clarifications if required than same may be obtained online through the tender site, or through the contact details given in the tender document.
- (iv) Bidders should get ready in advance the bid documents to be submitted as indicated in the tender document/schedule in PDF/xls/rar/zip/dwf formats. If there is more than one document, they can be clubbed together using zip format.
- (v) Bidders can update well in advance, the documents such as experience certificates, annual report, PAN, TIN, EPF, other details etc., under “My Space” option, which can be submitted as per tender requirements. This will facilitate the bid submission process faster by reducing upload time of bids.

1.2.3 SUBMISSION OF BIDS

- (i) Bidder should log into the site well in advance for bid submission so that he/ she upload the bid in time i.e. on or before the bid submission time.
- (ii) Bidder should prepare the Tender Fee and EMD as per the instructions specified in the NIT/ tender document. The originals should be submitted to the Tender Inviting Authority, on or before the last date & time of bid submission. The details of the DD/BC, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- (iii) While submitting the bids online, the bidder shall read the terms & conditions (of CPP portal) and accepts the same in order to proceed further to submit their bid.
- (iv) Bidder shall select the payment option as offline to pay the Tender Fee/ EMD and enter details of the DD/BC.
- (v) Bidder shall digitally sign and upload the required bid documents one by one as indicated in the tender document.
- (vi) Bidders shall note that the very act of using DSC for downloading the tender document and uploading their offers is deemed to be a confirmation that they have read all sections and pages of the tender document without any exception and have understood the complete tender document and are clear about the requirements of the tender document.
- (vii) Bidder shall note that each document to be uploaded for the tender should be less than 2 MB. If any document is more than 2MB, it can be reduced through zip/rar and the same can be uploaded. For the file size of less than 1 MB, the transaction uploading time will be very fast.
- (viii) **Utmost care shall be taken for uploading Schedule of quantities & Prices and any change/ modification of the price schedule shall render it unfit for bidding. Bidders shall download the Schedule of quantities & Prices i.e. Schedule-A, in XLS format and save it without changing the name of the file. Bidder shall quote their rates in figures only in coloured background cells, thereafter save and upload the file in financial bid cover (Price bid) only. If the Schedule of Quantities & Prices file is found to be modified by the bidder, the bid will be rejected.**

The bidders are cautioned that uploading of financial bid elsewhere i.e. other than in cover 2 will result in rejection of the tender.

- (ix) Bidders shall submit their bids through online e-tendering system to the Tender Inviting Authority (TIA) well before the bid submission end date & time (as per Server System Clock). The TIA will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders at the eleventh hour.

- (x) After the bid submission (i.e. after Clicking “Freeze Bid Submission” in the portal), the bidders shall take print out of system generated acknowledgement number, and keep it as a record of evidence for online submission of bid, which will also act as an entry pass to participate in the bid opening.
- (xi) Bidder should follow the server time being displayed on bidder’s dashboard at the top of the tender site, which shall be considered valid for all actions of requesting, bid submission, bid opening etc., in the e-tender system.
- (xii) All the documents being submitted by the bidders would be encrypted using PKI (Public Key Infrastructure) encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology.

2.0 QUALIFYING REQUIREMENT:-

2.1 The bidders must fulfill the following minimum Qualifying Criteria: -

- A. The bidder shall have valid centralised registration in appropriate class with Madhya Pradesh Public Works Department or other State Government Department/Semi Govt.Department/Public Sector Undertakings/joint ventures of “State or Central Governments”.
- B. The bidder should have valid E.P.F. Registration.
- C. Permanent Account Number (PAN).
- D. Registration certificate declaring TIN with commercial tax department for sale tax/VAT.
- E. The bidder shall have experience of having successfully completed similar works during last seven years ending last day of month previous to the one in which application are invited should be either of the following:
 - a) Three similar completed works costing not less than the amount equal to **Rs. 46.95 Lacs each**.
 - b) Two similar completed works costing not less than the amount equal to **Rs. 58.68 Lacs each**.
 - c) One similar completed works costing not less than the amount equal to **Rs. 93.90 Lacs**.

"Similar works", means **External Electrification work**.

The experience mentioned above shall be of Government/Semi Govt./Public sector undertakings/joint ventures of State or Central Governments.

- F. The eligible firms shall have average annual turnover during last three financial years ending 31st March 2013 more than **Rs. 35.21 Lacs**.
- G. A-class Electrical license.

2.2 The bidder shall furnish documentary proof as below for fulfilling qualifying criteria as above failing which his offer shall be summarily rejected:

- i) Scanned Copies of Audited Balance Sheet/Profit & loss account/ Certificate from Chartered Accountant for last three years ending 31st March 2013.
- ii) Scanned Copies of work orders/ Letter of award and successful completion certificate from the owner.
- iii) Scanned Copy of EPF registration certificate.
- iv) Scanned Copy of Valid Registration Certificate in appropriate class.
- v) Scanned Copy of Permanent Account Number (PAN) card allotted by Income Tax Deptt., GOI, in the name of firm/proprietor for Income tax payment.
- vi) Scanned Copy of Registration certificate declaring TIN with commercial tax department for sale tax/VAT.
- vii) Scanned Copy of A-class Electrical license.

Attested scanned copies of certificates regarding qualifying criteria shall be submitted by the bidder.

3.0 The unit rates in **Schedule of Quantities & Prices (Schedule-A)** shall be quoted strictly in figures only.

4.0 VALIDITY OF OFFER :- The validity of offer shall be **180 days** from the date of opening of tender. A bid valid for a shorter period may be rejected by the Purchaser as being non responsive.

In exceptional circumstances, prior to expiry of the original tender validity period, the Corporation may request the bidder, in writing, for a specified extension in the period of validity. The bidder may refuse the request without forfeiting its EMD (bid security). The bidder agreeing to the request will neither be required nor be permitted to modify its tender. The provisions regarding discharge and forfeiture of EMD shall continue to apply during the extended period of tender validity.

5.0 EARNEST MONEY DEPOSIT: -

5.1 The Bidder shall deposit EMD of **Rs. 2,35,000/- (Rupees two lacs thirty five thousand only)** in the form of Demand draft/ Bankers Cheque in favour of 'NHDC Ltd' payable at Khandwa. Request for exemption from payment of Bid Security will not be accepted in any case.

5.2 The Bidders shall not be entitled, during the period of validity of their offers without the consent in writing of the Corporation, to revoke or withdraw their bids or change in any respect of their offer or any terms and conditions thereof. In case of a Bidder revoking or withdrawing his Bid or changing any terms and conditions in regard thereto without the consent of the Corporation in writing, the Corporation may at his discretion, forfeit the Bid Security furnished by the Bidder along with his offer. In addition to this the bidder may at the discretion of the Corporation, be debarred from bidding for a period as may be considered fit by the Corporation, against any bid that might be invited by the Corporation in future. The Corporation will also be within its rights to circulate the information at its discretion to other prospective corporation's about the bidders having withdrawn his offer within the validity period.

5.3 Any Bid not accompanied with proper EMD shall be rejected summarily as being non-responsive and the price bid (Cover - 2) will not be opened.

5.4 The EMD of the unsuccessful bidders will be returned without interest after finalisation of agency.

5.5 The EMD (bid security) will be forfeited:

- a) If the Bidder withdraws the Bid after bid opening (technical bid) during the period of Bid validity; or
- b) If a bidder fails to accept rectification of arithmetical errors noticed by the Corporation or
- c) If the Bidder adopts corrupt or fraudulent practices or
- d) In the case of a successful Bidder, if the Bidder fails within the specified time limit to
 - (i) Sign the Agreement; and/or
 - (ii) Furnish the required Performance Security Deposit.

6.0 SUBMISSION OF OFFER: -

6.1 The tender shall be submitted online in two cover system duly scanned and digitally signed by the authorized representative of the bidder as follows:

A) Cover -1 (TECHNO-COMMERCIAL BID)

Online bids should be submitted containing scanned copy of following document in Cover-1.

- i) Tender fee as per NIT.
- ii) Earnest Money Deposit of **Rs. 2,35,000/-**.
- iii) Authorization/ Power of Attorney in favour of authorized signatory for signing of documents and online submission of bid having the following information:-
 - a) Name and Address of contact person:-
 - b) Telephone / Fax No. :-

- c) Mobile No.:-
- d) Email ID :-
- iv) The bidders or his authorised representative shall sign and upload all the documents, owning responsibility for their correctness/ authenticity and submit Declaration in respect of acceptance of terms and conditions of tender document as per **Annexure-III (Tender Acceptance letter)**.
- v) All Documents establishing conformity to the Qualifying Criteria as mentioned at Clause 2.0 above.
- vi) EPF registration certificate.
- vii) A-class Electrical license
- viii) Permanent Account Number (PAN) card allotted by Income Tax Deptt., GOI, in the name of firm/proprietor for Income tax payment.
- ix) Valid Certificate of centralised registration in appropriate class with Madhya Pradesh Public Works Department or other State Government Department/Semi Govt.Department/Public Sector Undertakings/joint ventures of "State or Central Governments".
- x) Registration certificate declaring TIN with commercial tax department for sale tax/VAT.
- xi) Audited Balance Sheet/Profit & loss account/ Certificate from Chartered Accountant for last three years ending 31st March 2013 (Turn over).
- xii) Electronic Clearing System Duly filled up and signed along with cancelled cheque, **Schedule-J**.
- xiii) Declaration/ Undertaking for identifying Micro, Small & Medium Enterprises under MSMEDA – 2006, **Schedule-I**.

Note: Please note that without documentary evidence uploaded with the Techno-commercial offer (Cover-I), the status of applicability of MSMEDA act shall be treated as "Not Applicable".

- xiv) Certification under Fraud Policy of NHDC Ltd., (**Annexure-I & II**).
- xv) Bidder shall upload copy of partnership deed in case of partnership firm, Memorandum and Articles of Association in case of limited Company.

The bidders are cautioned that divulging of any price information in Cover-1 (Techno-commercial Bid) will result in rejection of their bid.

B) Cover-2 (PRICE BID)

The Cover-2 shall contain the price bid in the enclosed "Schedule of Quantities & Prices" as per the format enclosed at **Schedule-A**. Any clause governing the bid subject to market fluctuation is not acceptable. The quoted rates shall be written in figures only on enclosed Proforma i.e. Schedule –A, which should be duly signed by the bidder or his authorised person.

6.2 The Rates shall be quoted in Schedule-A inclusive of all taxes, duties, Statutory Charges etc.

Service Tax towards service provider liability will be reimbursed based on the availability of Service Tax Registration No. on the body of the bill and claim made in the invoice, subject to provisions of reverse mechanism as applicable from 01-07-2012 and further changes in service tax provision as the case may be.

- 6.3 The bidder is advised to avoid offering of rebate/discount. However in case of exceptional circumstances, the rebate/ discount offered by the bidder should be only in the Price bid i.e. Schedule of Quantities & Prices itself. The rebate/ discount offered anywhere else shall not be considered for the purpose of the evaluation of bids. The bidder should offer the rebate on a percentage basis applied uniformly to all the Unit rate of the Schedule of Quantities & Prices except those, which have been stipulated by the Corporation.

7.0 SUBMISSIONS AND OPENING: -

- 7.1 The bid should be submitted online at website <http://eprocure.gov.in/eprocure/app> only, by the due date **10.10.2013** and time upto 03:00 PM. The Server Date & Time as appearing on the website <http://eprocure.gov.in/eprocure/app> shall only be considered for the cut-off date and time for submission of bids. Offers sent through post, telegram, fax, telex, e-mail, and courier or by any

other mode will not be considered. In case of date of opening is declared as holiday tender will be opened on next working day at same time.

- 7.2 Only those bidders shall be considered qualified by the Corporation, who submit requisite EMD and documents, accept all the terms & conditions of the Tender document unconditionally and meet the qualifying requirement stipulated in the Tender document. The decision of the Corporation shall be final and binding in this regard.
- 7.3 The bidder shall bear all cost associated with the preparation and submission of its bid and the Corporation will in no case be responsible or liable for these cost, regardless of the conduct or outcome of the tendering process.
- 8.0 Normally the tender will be accepted of those bidders whose quoted rates are found to be lowest but NHDC is not bound for such acceptance and reserves the right to accept or reject any offer without assigning any reason thereof. Bidder shall have no objection to such rights of NHDC. Tender shall be awarded on Single tender responsibility basis.

9.0 Evaluation of Bids:

- 9.1 For evaluating the lowest evaluated bidder, the total evaluated cost for the items i.e. Schedule-A shall be considered.**

10.0 Notification of Award.

- 10.1 The bidder whose bid has been accepted will be notified for the award by the Corporation prior to expiration of the Bid validity period through the “Letter of Award”, which will state the sum that the Corporation will pay to the Contractor in consideration of the execution, completion by the Contractor as prescribed in the Contract.
- 10.2 The notification of award will constitute the formation of the Contract until the Formal Agreement is signed.
- 11.0 The Bidder shall promptly check their e-mailbox registered with CPP Portal for receipt of any information/clarification/ correspondence in respect of their bid. The Corporation shall not be responsible for non-receipt/failure of e-mail to the bidders.
- 12.0 If any of the information furnished by the bidder is found to be incorrect, the Bid/ contract is liable to be rejected/terminated and the EMD/ Performance Security will be forfeited.
- 13.0 NHDC reserves the right to cancel the tender without assigning any reason thereof.
- 14.0 The prospective bidders requiring any clarifications in respect of tender document may obtain the same online/ offline from Tender Inviting Authority as per NIT at least 7 days before the deadline for submission of bid. The Corporation shall not be bound to respond to the request from the prospective bidders and this shall not become the reason for claiming extension of the deadline for the submission of the bid.
- 15.0 Conditional offers are liable for rejection.
- 16.0 Tenders from those tenderers who have not submitted their offer as per NIT will not be considered.

17.0 FRAUD AND CORRUPTION:

- 17.1 It is expected from the bidders that they will observe the highest standard of ethics in pursuance of Fraud and Corruption policy and furnish Certificate as per **Annexure-‘ I & II’**.
- (a) For the purpose of this provision, the terms set forth below shall mean as under:
- (i) “Corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
- (ii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Purchaser, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Purchaser of the benefits of free and open competition;

- (iii) “collusive practice” means a scheme of arrangement between two or more bidders, with or without the knowledge of the Purchaser, designed to establish bid prices at artificial, non competitive levels; and
- (iv) “coercive practice” means harming or threatening to harm, directly or indirectly, person or their property to influence or affect the execution of a contract;
- (b) A Bid may be rejected by the Purchaser if it is determined at any stage that the respective Bidder has engaged in corrupt, fraudulent practice(s), collusive and coercive practices in competing for the contract in question.

The Purchaser may declare a firm ineligible, either indefinitely or for a stated period of time, if it at any time determines that the firm has engaged in corrupt, fraudulent practice(s), collusive and coercive practices in competing for, or in executing, a contract.

- 18.0 The details of work to be carried out and its scope are given in the “Technical Specifications” of these documents, which also indicate a brief description of the Project where work is to be executed. The tenderers are advised to study the same carefully before tendering and they shall be deemed to have full acquainted themselves with the same.
- 19.0 The tenderers; in their own interest, are advised to inspect and examine the site and its surrounding and satisfy themselves, before submitting their tenders, in respect of the site conditions including but not restricting to the following which may influence or effect the work or cost thereof under the contract.
 - (a) Site conditions including access to the site, existing and required roads and other means of transport/communication (other than that of the corporation) for use by him in connection with the work.
 - (b) Requirement and availability of land and other facilities for his enabling works, colonies, stores and workshop etc.
 - (c) Ground condition including those bearing upon transportation, disposal, handling and storage of materials required for the work or obtained there from.
 - (d) Source and extent of availability of suitable materials including water etc. and labour (skilled and unskilled) required for work and Laws and regulations governing their use and employment;
 - (e) Geological, meteorological, topographical and other general features of the site and its surroundings as are pertaining to and needed for the performance of the work.
 - (f) The limits and extent of surface and subsurface water to be encountered during the performance of the work and the requirements of drainage and pumping;
 - (g) The type of equipment and facilities needed, preliminary to, for and in the performance of the work, and
 - (h) All other information pertaining to and needed for the work including information as to the risks, contingencies and other circumstances which may influence or effect the work or the cost thereof under this contract.
- 20.0 The tenderers should note that information, if any in regard to the site and local conditions as contained in these tender document, except for the material agreed to be supplied by the Corporation, has been given merely to assist the tenderers and is not warranted to be complete.
- 21.0 The tenders should note and bear in mind that the Corporation shall bear no responsibility for the lack of acquaintance of the site and other conditions or any information relating thereto, or their part. The consequence of the lack of any knowledge, as aforesaid, on the part of the tenderers shall be at their risk and cost and no charges or claims whatsoever consequent upon the lack of any information, knowledge or understanding shall be entertained or payable by the Corporation.
- 22.0 On matters where clarifications or additional information is desired tenderers are urged to submit a online request to the Engineer-in-charge
- 23.0 The tender should be submitted in the prescribed form and the same should be signed properly as laid down hereunder :
 - (a) If the tender is submitted by an individual, it shall be signed by the proprietor above his full name and full name of his firm with its current business address.

- (b) If the tender is submitted by a proprietary firm it shall be signed by the proprietor above his full name and full name of his firm with its current business address.
 - (c) If the tender is submitted by a firm in partnership, it shall be signed by all the partners of the firm above their full names and current business address, or by a partner holding the power of attorney for the firm for signing the tender, in which case a certified copy of the power of attorney shall accompany the tender. A certified copy of the partnership deed and current business address of all partners of the firm shall also accompany the tenders.
 - (d) If the tender is submitted by a limited company or a limited Corporation it shall be signed by a duly authorised person holding the power of attorney for signing the tender in which case a certified copy of the power of attorney shall accompany the tender. Such limited company or Corporation may be required to furnish satisfactory evidence of its existence before the contract is awarded. A copy of memorandum & article of association of the company shall also accompany tender.
 - (e) If the tender is submitted by a group of firms, the sponsoring firm shall submit complete information pertaining to each firm in the group and state along with the bid as to which of the firms shall have the responsibility for tendering and for completion of contract documents and furnish evidence admissible in law in respect of the authority assigned to such firm on behalf of the group of firms for tendering and for completion of the contract documents. The full information and satisfactory evidence pertaining to the participation of each member of the group of firms in the tender shall be furnished along with the tender.
 - (f) All witnesses and sureties shall be persons of status and their full names, occupations and addresses shall be stated below their signatures. All signatures affixed on each page in the tender shall be dated.
 - (g) The tender for the works shall not be witnessed by a tenderer or tenderers who himself/ themselves has/have tendered or who may and has/have tendered for the same works. Failure to observe this condition shall render the tender of the TENDERER tendering as well as of those witnessing the tender liable to rejection.
- 24.0 The tenderer shall also furnish with his tender if required:
- (a) The details of construction plant, equipment and machinery and its planning schedule required wide schedule 'F' of the tender document.
 - (b) The details of plant, equipment & machinery immediately available with the tenderer for deployment on the work as required wide Schedule 'G' of Tender Document.
 - (c) The details of plant, equipment & machinery and its planning proposed to be used for the work, for which Import Licenses and release of foreign exchange, if any, may be required by the tenderer.
 - (d) Details of technical and supervisory personnel already employed by tenderer which he proposes to utilize for this work and such other personnel which he proposes to employ further for this work showing proposed manpower for each trade for each month during tendency of contract.
 - (e) Relevant information on the capacity, financial resources and experience about himself.
 - (f) Detailed methodology for execution of the work.
- 25.0 The Corporation shall have the right of rejecting/splitting all or any of the tenders and will not be bound to accept the lowest or any tender or to give any reasons for their decision.
- 26.0. The Notice Inviting Tender and this Information and Instructions for Tenderers shall form part of the tender Documents.

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SECTION-III
TENDER FORMS & SCHEDULE

To

.....

NHDC Limited,
R&R Office,
Khandwa (M.P)- 450001

I/We have read and examined the following tender document relating to the.....

- I. a) Notice Inviting Tender
 - b) Information and Instruction for tenderers.
 - c) Warranty
 - d) Schedules A, B, C, D, E, F, G, H, I, J , K , Annexure-I, II & III
 - f) General Conditions of Contract
 - g) Special Conditions.
- II. Technical Specifications.

2. I/We hereby tender for execution of the works referred to in the documents mentioned in paragraph (I) Above upon the terms and conditions contained or referred to in the aforesaid documents and in accordance to all respects with the specifications, designs drawings and other details given therein and at the rates contained in schedule 'A' and within the period (s) of completion as given schedule 'D' and subject to such terms and conditions as stipulated in the contract.

3. I/We agree to keep this tender open for acceptance for 180 days from the date of opening thereof and also agree not to make any modifications in its terms and conditions of our own accord.

4. A sum of Rs..... (Rupees..... ..) is hereby forwarded in favour of Demand Draft/Deposit at Call receipt/F.D.R. of a Bank as earnest money. I/we agree that if I/we fail to keep the validity of tender open, as aforesaid or make any modification in the terms and conditions of my/our tender or our own accord and/or after the acceptance of our tender if I/we fail to commence the execution of the works as provided in the documents referred to in paragraph 1 above, I/we shall become liable for forfeiture of my/our earnest money, as aforesaid, and the corporation shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely.

Should this tender be accepted, I/we agree to abide by and fulfill all the terms and conditions and provisions of the above mentioned tender documents.

5. I/we certify that the Tender submitted by me/us is strictly in accordance with terms conditions specifications etc. as contained in your tender Documents referred to in paragraph 1 above, and it is further certified that it does not contain any deviations to the aforesaid documents.

Witness

Signature in the capacity of
(Duly authorised to sign the Tender on behalf
of the

Signature

Date

Date

POSTAL ADDRESS

NAME & ADDRESS

TELEGRAPHIC ADDRESS _____

FAX NO. _____

Warranty Form

M/s.....
having its registered office at.....
therein after referred to as the contractor having carefully studied all the documents specifications drawings etc. pertaining to the contract for works required for the construction of work of.....and the local and site conditions and having under taken to execute the said works.

DO HEREBY WARRANT THAT:

1. The contractor is familiar with all the requirements of the contract.
2. The contractor has investigated the site and satisfied himself regarding the character of the work and local conditions that may affect the work or its performance.
3. The Contractor is satisfied that the work can be performed and completed as required in the contract.
4. The contractor accepts all risks directly or indirectly connected with the performance of the contract.
5. The Contractor has had no collusion with other contractors with any of the men of the Engineer -in-Charge or with any other person in Corporation to execute the said works according to the terms and conditions of the said contract.
6. The contractor has not been influenced by any statement or promise of the Corporation or Engineer-in -charge but only by the Contract documents.
7. The contractor is financially solvent.
8. The Contractor is experienced and competent to perform the contract to the satisfaction of the Engineer-in-charge.
9. The statement submitted by the contractor is true.
10. The contractor is familiar with all general and special Laws Acts. Ordinances Rules and Regulations of the Municipalities, District, state and Central Government that may effect the work, its performance or personnel employed therein.

Date _____

For and on behalf of the contractor

ON NON-JUDICIAL STAMP PAPER OF REQUISITE VALUE
AGREEMENT FORM

This Agreement made on this ____ day of _____ 2013 between NHDC Limited a company wholly owned by the Government of India Enterprise and Govt. of Madhya Pradesh, and registered under the Companies Act, 1956 and having its registered office at NHDC Limited, NHDC Campus, Near Lake-View Hotel Ashoka, Shyamala Hills, Bhopal (M.P.) - 462013 (hereinafter called the "Corporation") which expression shall include its successors and assignees, represented by _____ (the "CONTRACTOR"), which expression shall include their successors & assignees of the OTHER PART.

Whereas the Corporation has invited tenders for the work of " _____ " at NHDC (hereinafter called the "work") and the contractor has furnished his tender and other conditions in response to the invitation of tenders.

Whereas the Corporation has accepted the Tender submitted by the Contractor for the execution of the works covered under and required to be done under this Agreement upon the terms and subject to the conditions as mentioned herein below and in this Agreement. The contract comprises the following component parts, all of which shall form an integral part of this contract as if herein set out verbatim or if not attached, as if hereto attached.

- | | | | |
|----|-----------------|-------|---|
| 1 | Document No. I | : | LETTER OF AWARD AND LETTER OF ACCEPTANCE. |
| 2. | Document No. II | : | |
| | Section - I | : | NOTICE INVITING TENDER |
| | Section - II | : | INFORMATION & INSTRUCTIONS FOR TENDERERS. |
| | Section - III | : | TENDER FORMS & SCHEDULES |
| | | i) | TENDER FORM |
| | | ii) | CONTRACTOR'S WARRANTY |
| | | iii) | SCHEDULE-A : SCHEDULE OF PRICE. |
| | | iv) | SCHEDULE-B: ISSUE OF DEPARTMENTAL MATERIALS TO THE CONTRACTOR |
| | | v) | SCHEDULE-C: SCHEDULE FOR ACHIEVEMENT OF MAJOR MILESTONES OF WORKS AND COMPENSATION FOR DELAY. |
| | | vi) | SCHEDULE-D: SCHEDULE FOR CHARGEABLE INTEREST RATES AGAINST ADVANCES, COMPLETION TIME, DEFECT LIABILITY PERIOD, PERCENTAGES OF VARIOUS COMPONENTS FOR PRICE VARIATION/ ADJUSTMENT. |
| | | vii) | SCHEDULE-E: CONSTRUCTION SCHEDULE |
| | | viii) | SCHEDULE-F: CONSTRUCTION PLANT, EQUIPMENT & MACHINERY AND ITS PLANNING SCHEDULE |
| | | ix) | SCHEDULE-G: LIST OF PLANT, MACHINERY & EQUIPMENT IMMEDIATELY AVAILABLE WITH THE CONTRACTOR FOR DEPLOYMENT ON THE WORKS. |
| | | x) | SCHEDULE -H : LIST OF COMPLETED |

CONTRACTS OF SIMILAR NATURE AND COMPLEXITY (LAST SEVEN YEARS)

- xi) SCHEDULE-I : FORMAT FOR IDENTIFYING MICRO, SMALL & MEDIUM ENTERPRISES UNDER MSMEDA' 2006
- xii) SCHEDULE-J : INFORMATION SYSTEM ON ELECTRONIC CLEARING SERVICE (CREDIT CLEARING)
- xiii) SCHEDULE-K: CONTRACTOR'S ESTIMATE OF MATERIALS USAGE FOR ITEMS ISSUED BY CORPORATION AS LISTED
- xiv) ANNEXURE-I : FRAUD POLICY OF NHDC LTD.
- xv) ANNEXURE-II: CERTIFICATION UNDER FRAUD POLICY OF NHDC LTD.
- xvi) ANNEXURE-III: TENDER ACCEPTANCE LETTER.

Section - IV	:	GENERAL CONDITIONS OF CONTRACT
Section - V	:	SPECIAL CONDITIONS OF CONTRACT
Section -VI	:	DEEDS OF GUARANTEES
Section- VII	:	TECHNICAL SPECIFICATIONS
SECTION-VIII	:	TENDER DRAWING

NOW THESE PRESENT WITNESS and the parties hereto hereby agree and declare as follows; that is to say in consideration of the payments to be made and the departmental materials to be issued to the contractor by the Corporation, the Contractor shall execute the said works in the manner as prescribed in the Agreement or which are implied or may be reasonably necessarily for the completion of the said work on the terms and conditions mentioned in the contract.

IN WITNESSETH WHEREOF THE PARTIES hereto have signed this agreement hereunder on the date respectively mentioned against the signature of each at _____.

For and on behalf of Contractor

For and on behalf of N.H.D.C

Signature
(Designation)

Signature
(Designation)

Place: _____

Place: _____

Witnessed by:

Witnessed by:

1. _____

1. _____

2. _____

2. _____

Schedule-A

Tender Inviting Authority : Manager (Contracts), R&R Office, NHDC Ltd. Khandwa (M.P.)						
Nature of Work: External electrification work at resettlement site Sirlay under OSP and underground railway crossing, including all labour, transportation, sundries etc. with all necessary installation, inspection, testing, commissioning, clearances and handing over the entire electrical network to MPPKV Co. Ltd. O&M Division, Barwaha district Khargone (M.P.)						
Contract No: NHDC/4/C-4/CXXX-117/13/0769						
Bidder Name :						
SCHEDULE OF WORKS (SCHEDULE-A)						
(This BoQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)						
Sl. No.	Description of work	No.or Qty.	Unit	RATE In Figures To be entered by the Bidder		AMOUNT Rs. P
				Rs.	P	
				Figures	Words	
1.00	PART- A: AUGMENTATION OF 33/11 SUB-STATION CAPACITY BY REPLACING POWER TRANSFORMER (Assuming 25 years of life and 10 years in (3.15 MVA to 5.0 MVA) : SCH-B-7-B					
1.01	33/11 KV, 5.00 MVA Transformer	1.00	No.		Rupees only	0.00
1.02	11 KV CT 600/300/ 5 Amps	3.00	No.		Rupees only	0.00
1.03	AAAC Conductor 200 sq. mm (Panther)	0.20	Km		Rupees only	0.00
1.04	Strain hardware suitable for Panther (33 KV side)	24.00	No.		Rupees only	0.00
1.05	Terminal clamps	6.00	No.		Rupees only	0.00
1.06	T-clamps for jumpers	3.00	No.		Rupees only	0.00

Sl. No.	Description of work	No.or Qty.	Unit	RATE In Figures To be entered by the Bidder Rs. P		AMOUNT Rs. P
				Figures	Words	
2.00	PART- B: 11 KV LINE ON PCC Pole SUPPORT- 7.9 KM : SCH-C-1 (PCC Pole using Rabbit Conductor Max. Span 83 Mtrs.)					
2.01	140 Kg. 8.0 Mtrs. long PCC Poles	96.00	No.		Rupees only	0.00
2.02	H-Beams 152x152 mm., 37.1 kg./mtr. long	0.00	No.		Rupees only	0.00
2.03	R.S. Joist 175x85, 19.6 kg/mtr, 11.0 Mtr long	0.00	No.		Rupees only	0.00
2.04	11 KV 'V' cross-angle type (65x65x6 mm angle)	96.00	No.		Rupees only	0.00
2.05	Back clamps (65x6 mm flat) for 140 kg PCC Pole	96.00	No.		Rupees only	0.00
2.06	Back clamps (65x6 mm flat) for H-Beam	0.00	No.		Rupees only	0.00
2.07	Back clamps (65x6 mm flat) for 175x85 mm RS Joist	0.00	No.		Rupees only	0.00
2.08	11 KV Top clamps angle type 65x65x6 mm	96.00	No.		Rupees only	0.00
2.09	Earthing coil (coil of 115 turns of 50 mm dia and 2.5 Mtrs. Lead of 4.0 m G.I. wire)	96.00	No.		Rupees only	0.00
2.10	11 KV (5KN) Pin insulator	288.00	No.		Rupees only	0.00
2.11	AAAC Conductor Rabbit with 3% Sag	0.00	kg		Rupees only	0.00
2.12	AAAC Conductor Rabbit with 3% Sag	24.72	kg		Rupees only	0.00
2.13	Jointing Sleeves suitable for 55 sq. mm. Al. Eq. AAAC conductor	48.00	No.		Rupees only	0.00

Sl. No.	Description of work	No.or Qty.	Unit	RATE In Figures To be entered by the Bidder		AMOUNT Rs. P
				Rs.	P	
				Figures	Words	
2.14	Jointing Sleeves suitable for 80 sq. mm. Al. Eq. AAAC conductor	0.00	No.		Rupees only	0.00
2.15	Stay set 16 mm complete with back clamps, stay wire 7/3.15 mm (5.5 kg. stay wire per stay set) and turn buckles for H-beam	0.00	Set		Rupees only	0.00
2.16	Stay set 16 mm complete with back clamps, stay wire 7/3.15 mm (5.5 kg. stay wire per stay set) and turn buckles for PCC poles	32.00	Set		Rupees only	0.00
2.17	Stay set 16 mm complete with back clamps, stay wire 7/3.15 mm (5.5 kg. stay wire per stay set) and turn buckles for RS Joist	0.00	Set		Rupees only	0.00
2.18	Back filling of poles with boulders.	96.00	No.		Rupees only	0.00
2.19	Concreting (1:3:6) of H-beam @0.65 cmt per pole (Base pedding+Muffing)	0.00	Cmt		Rupees only	0.00
2.20	Concreting (1:3:6) of RSJ @0.30 cmt per pole (Base pedding+Muffing)	0.00	Cmt		Rupees only	0.00
2.21	Concreting (1:3:6) of PCC pole @ 0.05 cmt per pole (Base pedding+Muffing)	4.80	Cmt		Rupees only	0.00
2.22	Concreting (1:3:6) of stay @ 0.2 cmt per stay	19.20	Cmt		Rupees only	0.00
2.23	Red oxide paint	2.00	Ltr		Rupees only	0.00
2.24	Aluminium paint	2.00	Ltr		Rupees only	0.00
2.25	Anti climbing devices	96.00	No.		Rupees only	0.00
2.26	Danger Boards Enamalled Type 11 KV	96.00	No.		Rupees only	0.00
2.27	Binding wire and tape	24.00	Kg.		Rupees only	0.00
2.28	M.S. Nuts and Bolts	1344.00	Kg.		Rupees only	0.00
2.29	SUNDRIES	0.00	LS		Rupees only	0.00

Sl. No.	Description of work	No.or Qty.	Unit	RATE In Figures To be entered by the Bidder		AMOUNT Rs. P
				Rs.	P	
				Figures	Words	
3.00	PART- C: 11 KV D.P. STRUCTURE ON H-BEAM SUPPORT RAILWAY CROSSING :SCH-C-7 (DP FOR DCSS FOR TAPPING DP H-beam 13 mtr long.)					
3.01	H-Beams 152x152 mm., 37.1 kg./mtr. long	4.00	No.		Rupees only	0.00
3.02	D.C. cross-arm of ISMC channel of 100x50, suitable for 4' centre DP with 2 pair of clamp suitable for H-Beam	2.00	Set		Rupees only	0.00
3.03	11 KV (45 KN) Disc Insulator Polymer disc insulator	12.00	No.		Rupees only	0.00
3.04	11 KV Strain hard ware fitting	12.00	No.		Rupees only	0.00
3.05	11 KV (5 KN) Pin insulator Polymer pin insulator	4.00	No.		Rupees only	0.00
3.06	Horizontal and cross bracing 4' centre with set of four back clamps suitable for H-Beam	2.00	Set		Rupees only	0.00
3.07	Stay set 16 mm complete with back clamps, stay wire 7/3.15 mm (5.5 kg. stay wire per stay set) and turn buckles for H beam supports.	12.00	Set		Rupees only	0.00
3.08	Concreting (1:3:6) of H-Beam @ 0.65 cmt. Per pole (Base pedding+Muffing)	2.60	Cmt		Rupees only	0.00
3.09	Concreting (1:3:6) of stay @ 0.2 cmt. Per stay	2.40	Cmt		Rupees only	0.00
3.10	Earthing Coil (coil of 15 turns of 50 mm dia and 2.5 Mtrs. Lead of 4.0 mm. G.I. wire	2.00	No.		Rupees only	0.00
3.11	Red Oxide paint	3.00	Ltr		Rupees only	0.00
3.12	Aluminium paint	3.00	Ltr		Rupees only	0.00
3.13	Anti climbing devices.	4.00	No.		Rupees only	0.00

Sl. No.	Description of work	No.or Qty.	Unit	RATE In Figures To be entered by the Bidder		AMOUNT Rs. P
				Rs.	P	
				Figures	Words	
3.14	Danger boards enamelled Type 11 KV.	2.00	No.		Rupees only	0.00
3.15	M.S. Nuts and Bolts	12.00	Kg.		Rupees only	0.00
3.16	SUNDRIES	0.00	LS		Rupees only	0.00
4.00	PART- D: 11 KV LINE FOR UNDER GROUND RAILWAY CROSSING BY ONE+ONE CABLE : SCH-C-5					
4.01	11 KV-3x300 sq mm XLPE Cable	300.00	Mtr.		Rupees only	0.00
4.02	GI Pipe 150 mm B Grade under track	250.00	Mtr.		Rupees only	0.00
4.03	GI Pipe 150 mm B Grade along DP	32.00	Mtr.		Rupees only	0.00
4.04	Heat Shrinkable cable jointing kit with lugs for 11 KV grade XLPE cable 3x300 sq mm	4.00	Set		Rupees only	0.00
4.05	Earthing set.	4.00	No.		Rupees only	0.00
4.06	11 KV Lightening arrestor Gapless type	6.00	Mtr.		Rupees only	0.00
4.07	G.I. Wires 6 SWG	20.00	Kg.		Rupees only	0.00
4.08	11 KV Arial Bunch Cable 200 sq mm for jumper	10.00	Mtr.		Rupees only	0.00
4.09	Bi-metallic clamps	6.00	No.		Rupees only	0.00
4.10	M.S. Nuts and bolts	10.00	kgs.		Rupees only	0.00
4.11	M.S. Plat	50.00	kgs.		Rupees only	0.00
4.12	Cable marker	10.00	No.		Rupees only	0.00
4.13	Concreting (1:3:6) of cable marker @ 0.0.2 cmt. Per Cable marker	2.00	Cmt		Rupees only	0.00
4.14	Way leave charges payable to Railway including supervision and estimate preparation	0.00	LS		Rupees only	0.00

Sl. No.	Description of work	No.or Qty.	Unit	RATE In Figures To be entered by the Bidder		AMOUNT Rs. P
				Rs.	P	
				Figures	Words	
5.00	PART- E: 11 KV TP STRUCTURE ON H-BEAM : SCH-C-9					
5.01	H-Beams 152x152 mm, 37.1 kg./mtr 11 Mtrs Long	6.00	No.		Rupees only	0.00
5.02	140 kg., Mtrs. long PCC poles	0.00	No.		Rupees only	0.00
5.03	D.C. cross arm of ISMC channel of 100x50x6 mm suitable for 4' centre DP with 2 back clamp for H beam supports	4.00	Set		Rupees only	0.00
5.04	D.C. cross arm of ISMC channel of 100x50x6 mm suitable for 4' centre DP with 2 back clamp for PCC supports	0.00	Set		Rupees only	0.00
5.05	11 KV (45 KN) Polymer disc insulator	12.00	No.		Rupees only	0.00
5.06	11 KV Strain hard ware fitting	12.00	No.		Rupees only	0.00
5.07	11 KV (5 KN) Polymer pin insulator	8.00	No.		Rupees only	0.00
5.08	Horizontal and cross bracing 4' centre with set of four back for H-Beam	4.00	Set		Rupees only	0.00
5.09	Horizontal and cross bracing 4' centre with set of four back for PCC Pole				Rupees only	0.00
5.10	Stay set 16 mm complete with back clamps, stay wire 7/3.15 mm (5.5 kg. stay wire per stay set) and turn buckles for H beam supports.	12.00	Set		Rupees only	0.00
5.11	Stay set 16 mm complete with back clamps, stay wire 7/3.15 mm (5.5 kg. stay wire per stay set) and turn buckles for PCC supports.		Set		Rupees only	0.00
5.12	Concreting (1:3:6) of H-Beam @ 0.65 cmt. Per pole including muffing of pole, and @ 0.3 cmt. Per stay & Concreting (1:3:6) of PCC pole @ 0.3 cmt and @ 0.2 cmt per stay.	7.50	Set		Rupees only	0.00
5.13	Earthing Coil (coil of earth as per Drg. No. G/007)	6.00	Cmt.		Rupees only	0.00

Sl. No.	Description of work	No.or Qty.	Unit	RATE In Figures To be entered by the Bidder		AMOUNT Rs. P
				Rs.	P	
				Figures	Words	
5.14	Red Oxide paint	6.00	No.		Rupees only	0.00
5.15	Aluminium paint	6.00	Ltr		Rupees only	0.00
5.16	Anti climbing devices.	6.00	Ltr		Rupees only	0.00
5.17	Danger boards	4.00	No.		Rupees only	0.00
5.18	M.S. Nuts and Bolts	20.00	kg.		Rupees only	0.00
5.19	SUNDRIES	0.00	LS		Rupees only	0.00
6.00	PART- F: 11 KV TP STRUCTURE ON H-BEAM FOR ROAD CROSSING : SCH-C-8					
6.01	Line supports 152x152x37.1kg./m 11 mtr long	4.00	Nos.		Rupees only	0.00
6.02	11 KV 'V' Briddle cross arms (65x65x6 mm Angle)	4.00	Nos.		Rupees only	0.00
6.03	Back clamps (65x65x6 mm Angle)	4.00	Nos.		Rupees only	0.00
6.04	11 KV Briddle top clamps 65x65x6 mm	4.00	Nos.		Rupees only	0.00
6.05	Earthing Coil (coil of 115 turns of 50 mm dia and 2.5 Mtrs. Lead of 4.0 mm. G.I. wire	4.00	Nos.		Rupees only	0.00
6.06	11 KV Polymer pin insulator	12.00	Nos.		Rupees only	0.00
6.07	DOG Eq. AAAC Conductor (100 Sq. mm Al.Eq.) with 3 % sag	0.44	Kms.		Rupees only	0.00
6.08	11 kv Guarding channel 75x40x6 mm	2.00	Set		Rupees only	0.00
6.09	Jointing Sleeves suitable for 100 sq mm. Al. Eq AAAC Conductor	20.00	Nos.		Rupees only	0.00
6.10	Stay set 16 mm complete with back clamps, stay wire 7/3.15 mm (5.5 kg. stay wire per stay set) and turn buckles	4.00	Set		Rupees only	0.00

Sl. No.	Description of work	No.or Qty.	Unit	RATE In Figures To be entered by the Bidder		AMOUNT Rs. P
				Rs. P	Words	
6.11	Gl. Wire 8 SWG (8 mtr/kg) for guarding	50.00	kgs.		Rupees only	0.00
6.12	Gl. Wire 8 SWG (9.8 mtr/kg) for guarding	24.00	kgs.		Rupees only	0.00
6.13	Concreting (1:3:6) of H-beam 0.65 cmt Per pole	2.60	Cmt.		Rupees only	0.00
6.14	Concreting (1:3:6) of stay set @ 0.2 cmt Per stay	0.80	Cmt.		Rupees only	0.00
6.15	Red Oxide paint	4.00	Ltr		Rupees only	0.00
6.16	Aluminium paint	4.00	Ltr		Rupees only	0.00
6.17	Anti climbing devices.	4.00	Nos.		Rupees only	0.00
6.18	Danger boards enamelled Type 11 KV.	4.00	Nos.		Rupees only	0.00
6.19	Binding wire and tape	10.00	kgs.		Rupees only	0.00
6.20	M.S. Nuts and Bolts	10.00	kgs.		Rupees only	0.00
6.21	I-bolt 16 mm	16.00	Nos.		Rupees only	0.00
6.22	SUNDRIES	0.00	LS		Rupees only	0.00
7.00	PART- G: L.T. LINES 3 PHASE 5 WIRE ON RSJ SUPPORTS USING AREAL BUNCHED XLPE CABLE WITH MAXIMUM SPAN OF 50 METERS FOR URBAN AREAS : SCH-D-1					
7.01	175x85 mm 19.6 Kg./mtr., 9.3 Mtr long RSJ supports	24.00	No.		Rupees only	0.00
7.02	175x85 mm 19.6 Kg./mtr., 9.3 Mtr long RSJ supports for Stud	6.00	No.		Rupees only	0.00
7.03	A.B. Cable hanging Clamp (Galvanized)	24.00	No.		Rupees only	0.00
7.04	Suspension Clamp with attachment	24.00	No.		Rupees only	0.00

Sl. No.	Description of work	No.or Qty.	Unit	RATE In Figures To be entered by the Bidder		AMOUNT Rs. P
				Rs.	P	
				Figures	Words	
7.05	Tension Clamp (Dead end Clamp) with attachment	24.00	No.		Rupees only	0.00
7.06	Clamp for Neutral	24.00	No.		Rupees only	0.00
7.07	Piercing connector Type-I for single Phase/three phase (Main 16-50 sq.mm tape of 16-50 sq.mm)	24.00	No.		Rupees only	0.00
7.08	Piercing connector Type-II (Main 16-50 sq.mm tape of 16-50 sq.mm)	48.00	No.		Rupees only	0.00
7.09	1100 Volts Grade Aerial bunched XLPE Cable including 5 % sag	0.00	No.		Rupees only	0.00
7.10	ii) 3x120+1x16+1x70 sq.mm	1.26	Kms.		Rupees only	0.00
7.11	Stay set 16 mm complete with back clamps, stay wire 7/3.15 mm (5.5 kg. stay wire per stay set) and turn buckles	8.00	Set		Rupees only	0.00
7.12	Concreting (1:3:6) of H-beam 0.3 cmt Per pole (Base padding+muffing)	9.00	Cmt.		Rupees only	0.00
7.13	Concreting (1:3:6) of stay set @ 0.2 cmt Per stay	2.00	Cmt.		Rupees only	0.00
7.14	M.S.Nuts and Bolts	24.00	Kg.		Rupees only	0.00
7.15	Earthing Coil (coil of 115 turns of 50 mm.dia. and 2.5 Mtrs. lead of 4.0 mm. G.I wire)	24.00	No.		Rupees only	0.00
7.16	Spring loaded CP multi conn bus-bar in insulated box (Dist. Box for fixing on pole suitable for AB XLPE Cable) (i) Three Phase 1 in 3 out	12.00	Each		Rupees only	0.00
7.17	Spring loaded CP multi conn bus-bar in insulated box (Dist. Box for fixing on pole suitable for AB XLPE Cable) (ii) Single Phase 1 in 6 out	12.00	Each		Rupees only	0.00
7.18	SUNDRIES	0.00	LS		Rupees only	0.00

Sl. No.	Description of work	No.or Qty.	Unit	RATE In Figures To be entered by the Bidder		AMOUNT Rs. P
				Rs. P		
				Figures	Words	
8.00	PART- H : 11/0.4 KV OUT DOOR SUB-STATION 200 KVA (ON H-BEAM) : SCH-E-3					
8.01	Transformer 11/0.4 KV 3 Star rated (iii) 200 KVA	8.00	No.		Rupees only	0.00
8.02	H-Beams 152 X 152 mm., 37.1 Kg./mtr 11 Mtr. Long	16.00	No.		Rupees only	0.00
8.03	D.C.cross-arm of 100 X50, 8' centre with 2 pair of clamp suitable for H-Beam	8.00	Set.		Rupees only	0.00
8.04	11 KV (45 KN) Polymer disc insulator	16.00	No.		Rupees only	0.00
8.05	11KV Strain hard ware fitting	16.00	No.		Rupees only	0.00
8.06	11 KV D.O. fuse & Lightning Arrestor mounting channel (75X 40 X 6 mm.) with 2 back clamp suitable for H-Beam	16.00	Set.		Rupees only	0.00
8.07	11 KV D.O. fuse unit	24.00	No.		Rupees only	0.00
8.08	9 KV Gapless type (5 KA) polymer lightning Arrestors for DTR	24.00	No.		Rupees only	0.00
8.09	Transformer mounting DC cross arm 100 X 50, channel	8.00	Set.		Rupees only	0.00
8.10	Transformer clamping set 50X50 X6 mm Angle	8.00	Set.		Rupees only	0.00
8.11	Transformer belting with 50 X 50 X 6 mm.angle with two cross fixing channels	8.00	Set.		Rupees only	0.00
8.12	Stay set 16 mm complete with back clamps, stay wire 7/3.15 mm. (5.5 kg.stay wire per stay set) and turn buckles	32.00	Set.		Rupees only	0.00
8.13	Concreting (1:3:6) of H-Beam @ 0.65 cmt. per pole	10.40	Cmt.		Rupees only	0.00
8.14	Concreting (1:3:6) of Stay @ 0.2 cmt. per stay	6.40	Cmt.		Rupees only	0.00
8.15	AAA Conductor Rabbit for Jumper	240.00	Mtr.		Rupees only	0.00

Sl. No.	Description of work	No.or Qty.	Unit	RATE In Figures To be entered by the Bidder		AMOUNT Rs. P
				Rs. P	P	
				Figures	Words	
8.16	Danger Boards Enamalled Type 11KV	8.00	No.		Rupees only	0.00
8.17	Earthing set	8.00	Set.		Rupees only	0.00
8.18	Anti climbing devices (Barbed wire 2.24 mm Dia (14 SWG) (3.5 Kg. wire per pole)	16.00	No.		Rupees only	0.00
8.19	Red oxide paint	16.00	Ltr.		Rupees only	0.00
8.20	Aluminium paint	16.00	Ltr.		Rupees only	0.00
8.21	M.S.Nuts and Bolts	112.00	Kg.		Rupees only	0.00
8.22	Distribution Box mounting channel with back clamp (75x40x6 mm.)	16.00	Set.		Rupees only	0.00
8.23	(iii) For 200 KVA Transformer (600 A. Isolator & 9 SP of 120 A.)	8.00	No.		Rupees only	0.00
8.24	300 Sq.mm.,single core XLPE insulated un-armoured aluminium conductor cable	320.00	Mtr.		Rupees only	0.00
8.25	11 KV A.B. switch	8.00	Set		Rupees only	0.00
8.26	For DTR metering -LT 3 phase 4 wire 3x240 volts, Ib=5 amps I _{max} x 10 amp, trivector meter class of accuracy 0.5s, DLMS Compliant category A Meters along with GSM (GPRS compatible) modems with box	8.00	No.		Rupees only	0.00
8.27	SUNDRIES	0.00	LS		Rupees only	0.00
Total in Figures						0.00
Total in Words						Rupees only

Seal and Signature of the bidder
Date:

Manager (Contracts)
NHDC,R&R,Khandwa

SCHEDULE - B

ISSUE OF DEPARTMENTAL MATERIALS TO THE CONTRACTOR
(Refer Clause 23 of General Conditions of Contract)

Sl. No.	Particulars of materials to be issued	Unit	Penal recovery Rate (Rs.)	Place of Issue
1	Cement 43 Grade	MT		NHDC Store at _____
2	Tor steel Reinforcing bars (including bars for rock bolts and rock anchors)	MT		-do-
3	Plain steel Reinforcing bars	MT		-do-
4	Structural steel			
	(i) Angles, channels and flats	MT		-do-
	(ii) Joists	MT		-do-
	(iii) Plates	MT		-do-
5 (a)	Gelatine 80% / 90 % 25 mm	MT		-do-
(b)	do >25 mm	MT		-do-
6 (a)	Power Gel 25 mm	MT		-do-
(b)	Power Gel > 25 mm	MT		-do-
7	Electric Long delay/Short delay detonators	Per 1000 No.		-do-
8	Special/ordinary electric Detonator	Per 1000 No.		-do-
9	Non-Electric Detonator	Per piece		-do-
10	Fuse coil	Per 1000 mtr.		-do-

Remarks: Penal recovery rate in case of excess consumption of materials (cement, steel and explosives) shall be at least 25% more than the prevailing stock issue rate at the time of invitation of bids. Depending upon time required for award works as well as duration of construction period for the work in question the escalation factor shall be duly accounted for while working out the penal recovery rate.

Penal recovery rate shall be filled in by the Project at the against each of the material to be issued free of cost by the Employer and the above remarks be deleted in the bid document.

SCHEDULE -C

**SCHEDULE FOR ACHIEVEMENT OF MAJOR MILESTONES OF WORKS AND
COMPENSATION FOR DELAY**

(Refer Clause-40 of General Conditions of Contract and Schedule-E)

Sl. No.	Description of works (Group/Sub-Group)	Schedule completion period from the date of issue of Letter of Award.	Compensation for delay
1	Completion of days	0.035% per day of Contract Price subject to a maximum of 2% (Two percent) of Contract Price
2	Completion of days	0.035% per day of Contract Price subject to a maximum of 2% (Two percent) of Contract Price
3	Completion of days	0.035% per day of Contract Price subject to a maximum of 2% (Two percent) of Contract Price
4	Completion of works as a whole	05 months	0.035% per day of Contract Price subject to a maximum of 5% (Five percent) of Contract Price

Deleted

Schedule for chargeable interest rates against advances, completion time, defect liability period, percentages of various components for price variation/adjustment

S.NO.	CLAUSE No.	DESCRIPTION	STIPULATION
1	3.2 GCC 3.3 GCC	Performance Security Deposit Retention Money	2% of Contract Price 3% of Contract Price
2	6.2 GCC	Number of Copies of Contract to be Furnished	Two for Work awarded at Furnished Project and Fifteen for Work awarded at Corporate Office
3	13.1.1 GCC	Mobilisation Advance Limit	5% of Contract Price Sub Clause 13.1.1 Applicable for Works with Estimated Cost of more than 1.0 Cr.
	13.1.1(i) GCC	Simple interest per Annum on Mobilisation Advance	State Bank Advance Rate (SBAR) as on 28 days prior to last date of submission of Bid
	13.1.1(ii) GCC	Initial limit	2% of contract Price
	13.1.1 (iii) GCC	Bank Guarantee against Mobilization advance	110% of Mobilization Advance amount
4	13.1.2 GCC	Advance for Construction Equipment limited to	10% of contract Price Sub Clause 13.1.2 Applicable for Works with Estimated Cost of more than 1.0 Cr.
	13.1.2(i) GCC	Simple interest per Annum on sum advanced for purchase of new equipment	State Bank Advance Rate (SBAR) as on 28 days prior to submission of Bid
5	6(A) IIFT	Earnest Money Deposit	Rs. 2,35,000/-
6	NIT	Tenders invited on	Percentage Rate Method or Item Rate Method (✓) (To be indicated as applicable)
7	Forms & Schedules	Schedule of Rate applicable	As per BOQ
8	18.2 (iii) GCC	Contractor's Overheads, Profits, and Supervision Charges	10 per cent
		Contractor's Overheads, Supervision, Profits etc. on Material/Construction Equipment issued by Employer	____#____ per cent

9	34.4 (a) GCC	An addition to Contract Price to account for the materials which is to be issued to the Contractor free of cost by the Employer.	-----per cent.
	34.4(b) GCC	Deductibles:5% of each loss subject to minimum of Rs.	
10	34.8 GCC	Public Liability Limits plus Property Liability Limits not exceeding	10% of Contract Sum
11	39.1 GCC	Time allowed for execution of the Work as a whole	05 months
12	43 GCC	Defect liability Period	12 months.
13	45.7 GCC	Interest Rate for Delayed Payment	_____ per Annum
14	46.1 GCC	Price Adjustment/Variation	Applicable for Works having original Time for Completion of more than six months
		i) Percentage of labour component in the Value of Work (L)	_____ per cent
		ii) Percentage of Material component in the Value of Work (excluding Departmental Material) (K)	_____ per cent
		iii) Percentage of POL component in the Value of Work (P)	_____ per cent
		iv) Place of Nearest Indian Oil Depot for Diesel Price	_____

CONSTRUCTION SCHEDULE

(IN THE FORM OF BAR CHART)

S.No	ACTIVITIES OF WORK	Qty	Unit	TIME PERIOD IN WEEK	REMARKS
				<u>1 2 3 4 5 6 7 8 9 10 11 12</u>	

Construction schedule to be submitted by the contractor for each and every activity of work on weekly basis which shall be adhered to complete the work within stipulated time period.

SCHEDULE-G

**LIST OF PLANT, MACHINERY & EQUIPMENT IMMEDIATELY AVAILABLE WITH
THE CONTRACTOR FOR DEPLOYMENT ON THE WORKS**

(To be furnished by the Tenderer)

SL. No.	Name of Machinery	Quantity	Description, size, capacity, model etc.	Condition	Year of Service	Present location

NHDC, R&R, Khandwa

Format for identifying Micro, Small & Medium enterprises under MSMEDA' 2006

(To be filled in by the respective enterprise/firm/corporation)

(Strictly for private use only)

1. Name of the enterprise/firm/corporation & Address
2. Nature of business of the firm/corporation/entity Engaged in Mfg. or Production of goods Providing/ tendering of Services
3. Nature of business with **NHDC Ltd.**
4. Investment in Plant & machinery or in equipment (other than land and building) If engaged in Mgr. or production of goods If engaged in providing/rendering of services
- A) Micro Enterprise Less than Rs. 25 lakhs Less than Rs. 10 lakhs
- B) Small Enterprise More than Rs. 25 lakhs but less than Rs. 5 cr. More than Rs. 10 lakhs but Less than Rs. 2 cr.
- C) Medium Enterprise More than Rs. 5 cr. But Less than Rs. 10 cr. More than Rs. 2 cr. but less than Rs. 5 cr.
5. Have you filed the requisite memorandum with notified state/central authorities under the Act
- In case of micro & small enterprises/ Firm/Co. With state authorities Yes/ No
- In case medium enterprises/firm/Co With central authorities Yes/No
6. If yes, date & ref. of filling memorandum

(Signature of authorized Person with Seal and Date)

**INFORMATION SYSTEM ON ELECTRONIC CLEARING SERVICE (CREDIT CLEARING)
(Payment to parties through ECS/RTGS/NEFT/Net banking)**

1. PARTY'S NAME :
- Address :
- E-mail ID :
- Phone/ Mobile No. :

2. PARTICULARS OF BANK ACCOUNT:

A. BANK NAME :

B. BRANCH NAME :

Branch Code :

Address :

Telephone No. :

C. 9-DIGIT CODE NUMBAR :

OF THE BANK & BRANCH(MICR Code)

(Pl. enclose a copy of cancelled
cheque for record & correctness
of code number)

D. IFSC Code of the Beneficiary Bank :

--	--	--	--	--	--	--	--	--	--	--

E. ACCOUNT Type :

(S.B. Account/Current Account or Cash Credit)

F. BANK ACCOUNT NO. OF THE PARTY :

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 Company responsible.

I agree to bear bank charges for transaction through ECS/NEFT/RTGS.

(.....

Date:

Signature of the Party

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

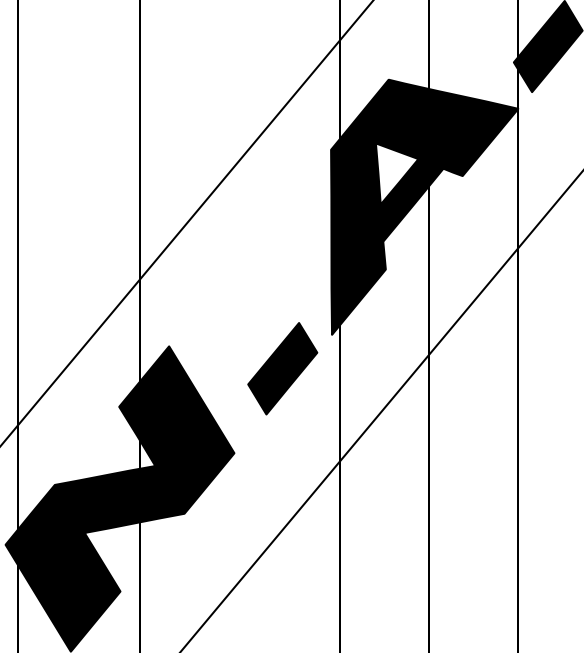
(Bank's Stamp)

(.....

Signature of the Authorized Official from the bank

SCHEDULE-K

CONTRACTOR'S ESTIMATE OF MATERIALS USAGE FOR ITEMS ISSUED BY CORPORATION AS LISTED IN SCHEDULE-B FOR PERFORMANCE OF PERMANENT WORKS UNDER THE CONTRACT.

Sl. No.	Description	Unit	Total Qty. forecast	DISTRIBUTION (QUARTERLY)						
										

FRAUD POLICY OF NHDC

1. BACKGROUND

The Corporate Governance guideline-2010 to be followed by CPSE describes certain requirements. These requirements **inter alias** include "Whistle Blower Policy". This policy envisages the companies to put in place a mechanism for employees to report to the Management about unethical behaviour, actual or suspected fraud or violation of conduct or ethics policy.

Further, statutory auditors of the company are required to comment on the Fraud Policy of the company in their report to the Comptroller and Auditor General of India (C&AG) on the annual accounts of the company given in compliance of the provisions of Section 619(3) of the Companies Act, 1956.

In the light of the foregoing and keeping in view the approach of NHDC Ltd. in following Corporate Governance principles proactively, it is appropriate that a Fraud Policy is formulated and implemented.

The policy statement is given below for implementation with immediate effect:

2. POLICY OBJECTIVES:

The "Fraud Policy" has been framed to provide a system for detection and prevention of fraud, reporting of any fraud that is detected or suspected and fair dealing of matters pertaining to fraud. The policy will ensure and provide for the following:

- (i) To ensure that management is aware of its responsibilities for detection and prevention of fraud and for establishing procedures for preventing fraud and/or detecting fraud when it occurs.
- (ii) To provide a clear guidance to employees and others dealing with NHDC Ltd. forbidding them from involvement in any fraudulent activity and the action to be taken by them where they suspect any fraudulent activity.
- (iii) To conduct **investigations** into fraudulent **activities**.
- (iv) To provide assurances that any and all suspected fraudulent activity will be fully investigated.

3. SCOPE OF POLICY:

The policy applies to any fraud, or suspected fraud involving employees of NHDC Ltd. (all full time, part time or employees appointed on adhoc/temporary/contract basis) as well as representatives of vendors, suppliers, contractors, consultants, service providers or any outside agency (ies) doing any type of business with NHDC Ltd.

4. DEFINITION OF FRAUD:

"Fraud" is a willful act intentionally committed by an individual(s) -by deception, suppression, cheating or any other fraudulent or any other illegal means, thereby, causing wrongful gain(s) to self or any other individual(s) and wrongful loss to other(s). Many a times such acts are undertaken with a view to deceive/mislead others leading them to do or prohibiting them from doing a bonafide act or take bonafide decision which is not based on material facts."

5. ACTIONS CONSTITUTING FRAUD:

While fraudulent activity could have a very wide range of coverage, the following are some of the act(s), which constitute fraud.

- (i) Forgery or alteration of any document or account belonging to the Company.
- (ii) Forgery or alteration of cheque, bank draft or any other financial instrument etc.
- (iii) Misappropriation of funds, securities, supplies or others assets by fraudulent means etc.
- (iv) Falsifying records such as pay-rolls, removing the documents from files and /or replacing it by a fraudulent note etc.
- (v) Willful suppression of facts/deception in matters of appointment, placements, submission of reports, tender committee recommendations etc. as a result of which a wrongful gain(s) is made to one and wrongful loss(s) is caused to the others.
- (vi) Utilizing Company funds for personal purposes.
- (vii) Authorizing or receiving payments for goods not supplied or services not rendered.
- (viii) Destruction, disposition, removal of records or any other assets of the Company with an ulterior motive to manipulate and misrepresent the facts so as to create suspicion/suppression/cheating as a result of which objective assessment/ decision would not be arrived at.
- (ix) Any other act that falls under the gamut of fraudulent activity.

6. REPORTING OF FRAUD:

Any employee (full time, part time or employees appointed on adhoc /temporary/contract basis), representative of vendors, suppliers, contractors, consultants, service providers or any other agency (ies) doing any type of business with NHDC Ltd. as soon as he / she comes to know of any fraud or suspected fraud or any other fraudulent activity must report such incident(s). Such reporting shall be made to the designated Nodal Officer(s), nominated in every project/unit/Corporate Centre. If, however, there is shortage of time such report should be made to the immediate controlling officer whose duty shall be to ensure that input received is immediately communicated to the Nodal Officer. The reporting of the fraud normally should be in writing. In case the reporter is not willing to furnish a written statement of fraud but is in a position to give sequential and specific transaction of fraud/suspected fraud, then the officer receiving the information/Nodal Officer should record such details in writing as narrated by the reporter and also maintain the details about the identity of the official/ employee / other person reporting such incident. Reports can be made in confidence and the person to whom the fraud or suspected fraud has been reported must maintain the confidentiality with respect to the reporter and such matter should under no circumstances be discussed with any unauthorized person.

- (ii) All reports of fraud or suspected fraud shall be handled with utmost speed and shall be coordinated by Nodal Officer(s) to be nominated.
- (iii) Officer receiving input about any suspected fraud/nodal officer(s) shall ensure that all relevant records documents and other evidence is being immediately taken into custody and being protected from being tampered with, destroyed or removed by suspected perpetrators of fraud or by any other official under his influence.

7. INVESTIGATION PROCEDURE:

- i. The "Nodal Officer" shall, refer the details of the Fraud/suspected fraud to the Vigilance Department of NHDC Ltd. for further appropriate investigation and needful action.
- ii. This input would be in addition to the intelligence, information and investigation of cases of fraud being investigated by the Vigilance Dept. of their own as part of their day-to-day functioning.

- iii. After completion of the investigation, due & appropriate action, which could include administrative action, disciplinary action, civil or criminal action or closure of the matter if it is proved that fraud is not committed etc. depending upon the outcome of the investigation shall be undertaken.
- iv. Vigilance Department shall apprise "Nodal Officer" of the results of the investigation undertaken by them. There shall be constant coordination maintained between the two.

8. RESPONSIBILITY FOR FRAUD PREVENTION:

- (i) Every employee (full time, part time, ad hoc, temporary, contract), representative of vendors, suppliers, contractors, consultants, service providers or any other agency(ies) doing any type of business with NHDC Ltd. is expected and shall be responsible to ensure that there is no fraudulent act being committed in their areas of responsibility/control. As soon as it is learnt that a fraud or suspected fraud has taken or is likely to take place they should immediately apprise the same to the concerned as per the procedure.
- (ii) All controlling officers shall share the responsibility of prevention and detection of fraud and for implementing the Fraud Policy of the Company. It is the responsibility of all controlling officers to ensure that there are mechanisms in place within their area of control to:
 - a. Familiarise each employee with the types of improprieties that might occur in their area.
 - b. Educate employees about fraud prevention and detection.
 - c. Create a culture whereby employees are encouraged to report any fraud or suspected fraud, which comes to their knowledge, without any fear of victimization.
 - d. Promote employee awareness of ethical principles subscribed to by the Company through CDA Rules;
- (iii) Due amendments shall be made in the general conditions of contracts of the organization wherein all bidders/service providers/ vendors/ consultants etc. shall be required to certify that *they* would adhere to the Fraud Policy of and not indulge or allow anybody else working in their organization to indulge in fraudulent activities and would immediately apprise the organization of the fraud/suspected fraud as soon as it comes to their notice.

These conditions shall form part of documents both at the time of submission of bid and agreement of execution of contract.

9. ADMINISTRATION AND REVIEW OF THE POLICY:

The Managing Director/CED/CEO shall be responsible for the administration, interpretation, application and revision of this policy. The policy will be reviewed and revised as and when needed.

CERTIFICATE

This is to certify that I/We would adhere to the Fraud policy of NHDC Ltd., and not indulge or allow anybody else working in our organisation to indulge in fraudulent activities and would immediately apprise the organisation of the fraud/ suspected fraud as soon as it comes to our notice.

(.....)

**SEAL AND SIGNATURE OF THE
AUTHORISED REPRESENTATIVE OF FIRM**

.....

TENDER ACCEPTANCE LETTER
(To be given on Company Letter Head)

Date:

To,
Manager (Contracts)
NHDC Ltd., R&R Office,
NVDA Office Complex,
Khandwa -450001 (M.P.)

Sub: Acceptance in respect of Terms & Conditions of Tender document.

Ref:- NIT No.NHDC/4/C-4/CXXX-117/13/0769

Name of Work: - “External electrification work at resettlement site Sirlay under OSP and underground railway crossing, including all labour, transportation, sundries etc. with all necessary installation, inspection, testing, commissioning, clearances and handing over the entire electrical network to MPPKV Co. Ltd. O&M Division, Barwaha district Khargone (M.P.)”

Sir,

1. I/We have downloaded/ obtained the tender document(s) for the above mentioned ‘Tender/Work’ from the web site(s) www.nhdcindia.com & www.eprocure.gov.in.
2. I/We hereby certify that I/we have read all the terms and conditions of tender document from Page No. _____ to _____ (including all annexure(s), schedule(s), etc.), which shall form part of the contract agreement and I/we shall abide hereby by the terms & conditions contained therein.
3. The corrigendum(s) issued from time to time by your department/ organisation too has also been taken into consideration, while submitting this acceptance letter.
4. I/We hereby unconditionally accept all the terms and conditions of above mentioned tender document and corrigendum(s) as applicable.
5. In case any provisions of this tender are found violated, then your department/ organisation shall without prejudice to any other right or remedy be at liberty to reject my bid including the forfeiture of earnest money deposit.

Seal and Sign of Bidder

Name:

Address:

SECTION -IV
GENERAL CONDITIONS OF CONTRACT

GENERAL CONDITIONS OF CONTRACT

CLAUSE-1: DEFINITIONS:

In the contract, the following expression shall, unless the context otherwise requires, have the meanings thereby respectively assigned to them:

- (i) **Contract:** means the document forming the tender, acceptance thereof and the formal agreement executed between the NHDC Limited and the Contractor, together with documents referred to therein.
- (ii) **Contract Price:** means the amount arrived at by multiplying the quantities shown in the Bill of Quantities by the respective item rates as allowed and included in the Letter of Acceptance.
- (iii) **Contractor:** means the successful tenderer who is awarded contract to perform the work covered under these tender documents and shall be deemed to include the contractor's successors, executors, representatives or assigns.
- (iv) **Corporation or Employer:** means the NHDC Limited having its registered office at NHDC Parisar, Shyamla Hills, Bhopal (M.P.)-462013 and includes therein legal representatives, successors and assigns.
- (v) **Day:** means a calendar day beginning and ending at midnight.
- (vi) **Tender Drawings:** means the drawings referred to in the Specifications and/or appended with the tender document.
- (vii) **Construction Drawing:** means such drawings approved in writing by the Engineer-in- Charge/ Employer and issued for actual construction of the Works from time to time by the Engineer-in-Charge.
- (viii) **Drawing:** means and shall include Tender drawing and Construction Drawing.
- (ix) **Engineer-in-Charge/Engineer:** means the Engineering Officer nominated by the Employer or its duly authorised representative to direct, supervise and be incharge of the works for the purpose of this contract.
- (x) **General Manager or Chief Engineer:** means the General Manager or the Chief Engineer of the Employer, as the case may be.
- (xi) **Letter of Award or Acceptance:** means a letter from the Employer/Engineer-in-Charge conveying the acceptance of the tender/offer subject to such reservations as may have been stated therein.
- (xii) **Specifications:** means the Technical specification of the Works included in the Contract and any modification thereof or addition thereto made under Clause 18 or submitted by the Contractor and approved by the Engineer.
- (xiii) **Sub-contractor :** means any person named in the Contract as a Subcontractor for a part of the Works or any person to whom a part of the Works has been subcontracted with the consent of the Employer and the legal successors in title to such person, but not any assignee of any such person.
- (xiv) **Cost :** means all expenditure properly incurred or to be incurred, whether on or off the Site, including overhead and other charges properly allocable thereto but does not include any allowance for profit.
- (xv) **Bill of Quantities or Schedule of Quantities & Prices:** means the priced and completed bill of quantities forming part of the Contract.
- (xvi) **Time for Completion:** means the time for completing the execution of and passing the Tests on Completion of the Works or any Section or part thereof as stated in the Contract (or as extended under Clause 39) calculated from the Commencement Date.
- (xvii) **Permanent works:** means the permanent works to be executed (including Plant) in accordance with the Contract.
- (xviii) **Temporary works:** means all temporary works of every kind (other than Contractor's Equipment) required in or about the execution and completion of the Works and the remedying of any defects therein.

- (xix) **Contractor's Equipment:** means all appliances and things of whatsoever nature (other than Temporary Works) required for the execution and completion of the Works and the remedying of any defects therein, but does not include Plant, materials or other things intended to form or forming part of the Permanent Works.
- (xx) **Site:** means the land and/or other places, on or through which the works are to be executed including any other lands or places which may be allotted for the purpose of the contract.
- (xxi) **Urgent Works:** means any urgent measures, which in the opinion of the Engineer-in-Charge, become necessary at the time of execution and/or during the progress of work to obviate any risk of accident or failure or to obviate any risk of damage to the structure, or required to accelerate the progress of work or which become necessary for security or for any other reason the Engineer-in-Charge may deem expedient.
- (xxii) **Week:** means seven consecutive calendar days.
- (xxiii) **Work or Works:** means Permanent Works and/or Temporary Works to be executed in accordance with the Contract.
- (xxiv) **Plant:** means machinery, apparatus and like intended to form or forming part of Works.

CLAUSE-2: INTERPRETATIONS:

- 2.1 Words imparting the singular only shall also include the plural; he includes she and vice versa unless this is repugnant to the context. Unless specifically defined, words shall have normal meaning under the language of Contract.
- 2.2 Heading and marginal notes in these General Conditions shall not be deemed to form part thereof or be taken into consideration in the interpretation or construction thereof of the Contract.
- 2.3 Any error in description, quantity or price in Bill of Quantities or any omission there from shall not vitiate the Contract or release the Contractor from execution of the whole or any part of the Works comprised therein according to drawings and Specifications or from any of his obligations under the Contract.
- 2.4 Detailed drawings shall be followed in preference to small scale drawings (sketch drawings) and figured dimensions in preference to scaled dimensions. In the case of discrepancy between the Letter of acceptance issued by Employer, Special Conditions of Contract, Technical Specifications, General Conditions of Contract, the Tender Drawings and/or Bill of Quantities and other documents of Contract the following order of precedence shall prevail:
 - a) Agreement
 - b) Letter of Acceptance issued by Employer;
 - c) Special Conditions of Contract;
 - d) General Conditions of Contracts;
 - e) Technical Specifications;
 - f) Bill of Quantities;
 - g) Contractor's Bid;
 - h) Tender Drawings;
 - i) Any other document forming part of the Contract;

CLAUSE-3: SECURITY DEPOSIT FOR PERFORMANCE:

- 3.1 The Security Deposit shall comprise of following
 - (i) Performance Security Deposit to be furnished by the Contractor at the time of Award of Work.
 - (ii) Retention Money to be recovered from Interim bills of the Contractor.

- 3.2 The Contractor within 30 (Thirty) days from the date of issue of Letter of Acceptance, shall furnish a Performance security deposit of 2% (two percent) of the Contract Price for due performance of contract, in any one of the following forms:
- (a) Demand draft on any Nationalised/scheduled Bank of India in the name of Employer; or
 - (b) Bank Guarantee from an Indian Nationalised/Scheduled Bank of India or a foreign bank through its branch located in India acceptable to Employer in the prescribed proforma.
- 3.3 Retention money shall be deducted by the Engineer-in-Charge from the interim bills of the Contractor @ 3% (three percent) of the total value of each bill of the work done (including those of price variation) towards security deposit.
- 3.4 If the Contractor expressly requests in writing, he will be permitted to convert the amount of Retention Money deducted from his interim bills into Bank Guarantee in multiples of Rs. 50,000/- as per prescribed proforma.
- 3.5 All compensation or other sums of money payable by the Contractor to the Employer under the terms of this Contract or any other contract or on any other account whatsoever, may be deducted from Security Deposit. Also in the event of the contractor's Security Deposit being reduced by reasons of such deductions, as aforesaid, the Contractor shall, within 14 days of receipt of notice of demand from the Engineer-in-Charge, make good the deficit in Security Deposit.
- 3.6 Should there arise any occasion under the Contract due to which the periods of validities of Bank Guarantees as may have been furnished by the Contractor from time to time, are required to be extended/renewed, the Contractor shall get the validity periods of such guarantees extended/renewed, and furnish these to the Engineer-in-Charge one month before the expiry date of the aforesaid Guarantees originally furnished failing which the existing Bank Guarantees shall be invoked by the Engineer – in – charge. Also in case of any deficit in securities on any account as might occur or is noticed, the Contractor shall forthwith recoupe/ replace the same with acceptable Security Deposit.
- 3.7 Bank Guarantees as aforesaid shall be valid till the date of expiry of Defects Liability Period under the Contract (Clause 43).

CLAUSE-4: REFUND OF SECURITY DEPOSIT:

The Security Deposit less any amount due shall, on demand, be returned to the contractor after 14 days of expiry of Defects Liability Period (referred in Clause 43 hereof) No interest on the amount of Security Deposit shall be paid to the Contractor at the time of release of Security Deposit as stated above.

CLAUSE-5: SUFFICIENCY OF TENDER:

- 5.1 The Contractor shall be deemed to have satisfied himself as to the correctness and sufficiency of the Tender and of the rates and prices stated in the Bill of Quantities, all of which shall, except insofar as it is otherwise provided in the Contract, cover all his obligations under the Contract and all matters and things necessary for the proper execution and completion of the Works and the remedying of any defects therein.
- 5.2 If, however, during the execution of the Works the Contractor encounters physical obstructions or physical conditions, other than climatic conditions on the Site, which obstructions or conditions were, in his opinion, not foreseeable by an experienced Contractor, the Contractor shall forthwith give notice thereof to the Engineer-in-Charge. On receipt of such notice, the Engineer-in-Charge shall, if in his opinion such obstructions or conditions could not have been reasonably foreseen by an experienced contractor shall determine and shall notify the Contractor accordingly, with approval of the Employer. Such determination shall take account of any instruction which the Engineer-in-Charge may issue to the Contractor in connection therewith, and any proper and reasonable measures acceptable to the Engineer-in-Charge which the Contractor may take in the absence of specific instructions from the Engineer-in-Charge.

CLAUSE-6: CONTRACT DOCUMENTS:

- 6.1 The Contract shall be signed in two originals, one for each party to the Contract. The language of the contract shall be English.

- 6.2 The Contractor shall furnish free of charge, _____ (as indicated in Schedule D) true copies of the Contract to the Employer.
- 6.3 One copy of Contract shall be kept by the contractor on the Site in good order and the same shall at all reasonable time be available for inspection and use by the Engineer-in-Charge, his representatives or by other Inspecting Officers.
- 6.4 None of these Documents shall be used by the Contractor for any purpose other than that of this contract.

Clause 7: LIFE-SAVING APPLIANCES AND FIRST-AID EQUIPMENT:

The Contractor shall provide and maintain upon the works sufficient, proper and efficient life-saving appliances and first-aid equipment in accordance with the requirement of ILO Convention No.62. The appliances and equipment shall be available for use at all time.

Clause 8: DUTIES AND POWERS OF ENGINEER-IN-CHARGE'S REPRESENTATIVE :

- 8.1 The duties of the representative of the Engineer-in-Charge are to watch and supervise the works and to test and examine any materials to be used or workmanship employed in connection with the works.
- 8.2 The Engineer-in-Charge may, from time to time in writing, delegate to his representative any of the powers and authorities, vested in the Engineer-in-Charge and shall furnish to the contractor a copy of all such written delegation of powers and authorities. Any written instruction or written approval given by the representative of the Engineer-in-Charge to the contractor within the terms of such delegation shall bind the contractor and the Employer as though it has been given by the Engineer-in-Charge.
- 8.3 Failure of the representative of the Engineer-in-Charge to disapprove any work or materials shall be without prejudice to the power of the Engineer-in-Charge thereafter to disapprove such work or materials and to order the pulling down, removal or breaking up thereof. The Contractor shall, at his own expense, again carry out such works as directed by the Engineer-in-Charge.
- 8.4 If the Contractor is dissatisfied with any decision of the representative of the Engineer-in-Charge, he will be entitled to refer the matter to the Engineer-in-Charge who shall thereupon confirm, reverse or vary such decision and the decision of the Engineer-in-Charge in this regard shall be final and binding on the contractor.

CLAUSE 9: ASSIGNMENT AND SUB-LETTING:

The Contractor shall not sub-let, transfer or assign the whole or any part of the work under the Contract. Provided that the Engineer-in-Charge may, at his discretion, approve and authorise the Contractor to sub-let any part of the Work, which, in his opinion, is not substantial, after the Contractor submits to him in writing the details of the part of the work(s) or trade proposed to be sublet, the name of the sub-contractor thereof together with his past experience in the said work/trade and the form of the proposed sub-contract. Nevertheless any such approval or authorisation by the Engineer-in-Charge shall not relieve the Contractor from his any or all liabilities, obligations, duties and responsibilities under the Contract. The Contractor shall also be fully responsible to the Employer for all the acts and omissions of the sub-contractor, his employees and agents or persons directly employed by the Contractor. However, the employment of piece-rate workers and purchase of material shall not be construed as sub-letting. Request for sub- contracting shall contain.

- a) Contractor's certification regarding the financial soundness of the proposed Subcontractor for the work;
- b) its scope and estimated value in relation to the Contract Price;
- c) experience of the Sub-contractor, in the related areas of work;
- d) the manpower, equipment, material and other resources available with the Subcontractor for the work;
- e) domicile of the Sub-contractor and particulars of its other existing operations or contracts if any, in India.

CLAUSE-10: FACILITIES TO OTHER CONTRACTORS:

- 10.1 The Contractor shall, in accordance with the requirements of the work as decided by the Engineer-in-Charge, afford all reasonable facilities to other contractors engaged contemporaneously on separate contracts and for departmental labour and labour of any other properly authorised authority or statutory body which may be employed at the site for execution of any work not included in the Contract or of any contract which the Employer may enter into in connection with or ancillary to the works. In all matters of conflict of interest, the Engineer-in-Charge shall direct what compromise should be made and his decision shall be final and binding on the parties.
- 10.2 If, however, pursuant to Sub-Clause 10.1 the Contractor shall, on the written request of the Engineer-in-Charge:
- (a) make available to any such other contractor, or to the Employer or any such authority, any roads or ways the maintenance of which is the responsibility of the Contractor ,
 - (b) permit the use, by any such, of Temporary facilities or Contractor's Equipment on the Site, or
 - (c) provide any other service of whatsoever nature for any such,
- the Engineer-in-Charge shall determine the payment admissible to the Contractor at the cost of other contractors or Employer as the case may be.

CLAUSE-11: CHANGES IN CONSTITUTION:

Where the Contractor is a partnership firm, prior approval in writing of the Engineer-in-Charge shall be obtained before any change is made in the constitution of the firm. Where the Contractor is an individual or a Hindu undivided family business concern, such approval, as aforesaid, shall likewise be obtained before the Contractor enters into any partnership firm which would have the right to carry out the work undertaken by the Contractor. If prior approval as aforesaid is not obtained, the Contract shall be deemed to have been assigned in contravention of Clause 38 hereof and the same action will be taken and the same consequences shall ensure as provided for in the said Clause 38.

CLAUSE-12: POSSESSION AND USE OF SITE:

- 12.1 Save insofar as the Contract may prescribe:
- (a) the extent of portions of the Site of which the Contractor is to be given possession from time to time,
 - (b) the order in which such portions shall be made available to the Contractor, and, subject to any requirement in the Contract as to the order in which the Works shall be executed, the Employer will give to the Contractor possession of
 - (c) so much of the Site, and
 - (d) such access as, in accordance with the Contract, is to be provided by the Employer as may be required to enable the Contractor to commence and proceed with the execution of the Works in accordance with the programme referred to in Clause 14, if any, and otherwise in accordance with such reasonable proposals as the Contractor shall, by notice to the Engineer . The Employer will, from time to time as the Works proceed, give to the Contractor possession of such further portions of the Site as may be required to enable the Contractor to proceed with the execution of the Works in accordance with such programme or proposals, as the case may be.
- 12.2 If the Contractor suffers delay from failure on the part of the Employer to give possession in accordance with the terms of Sub-Clause 12. 1, the Engineer-in-Charge shall, determine any extension of time to which the Contractor is entitled under Clause 39.2 & 39.3. The contractor shall be responsible to arrange the land for Contractor's infrastructure works namely field office(s), colony, workshop(s), stores, magazines for explosives in isolated locations, assembly-yard, and access thereto over routes as may be required for execution of the Works at his own cost and Employer shall not be responsible for making available the same.
- 12.4 The Contractor shall provide at his own cost all temporary pathways/roads required at site or to quarries or borrow areas and shall alter, adopt and maintain the same as required from time to time and shall bear all expenses and charges for special or temporary way leaves required by him in connection with access to the site and shall take up and clear them away and make good all damages done to the site as and when no longer required and as and when ordered by the Engineer-in-Charge.

CLAUSE-13: ADVANCES AND RECOVERY THEREOF:

13.1 Financial assistance in the shape of recoverable advance on written request from the Contractor, may be provided to the Contractor for augmenting/supplementing his resources in the manner indicated hereunder.

13.1.1 Advances for Initial Mobilisation, Preliminary, Enabling and Ancillary Works

Interest bearing Advance upto a maximum of (as mentioned in Schedule D) of the Contract Price may be given to the Contractor for his initial mobilisation, preliminary, enabling and ancillary works, such as labour mobilisation, construction of offices, labour huts, staff quarters, stores, workshops, laying of air, water and electric lines, subject to the following conditions:

- (i) The advance shall bear simple interest @ _____percent per annum (as mentioned in Schedule `D'). The monthly interest shall be calculated on outstanding balance of advance on the last day of the previous calendar month.
- (ii) Initially a lump sum advance upto _____percent (refer Schedule D) of the Contract Price, shall be paid within one month of the signing of the agreement and on Contractor's furnishing the requisite Bank Guarantee (as mentioned in Schedule D) on the approved form incorporated in the contract from a Nationalised Bank or a Scheduled Bank in India.
- (iii) The balance advance shall be released upon mobilization of resources at site to the satisfaction of the Engineer-in-charge and on furnishing the requisite Bank Guarantee (as mentioned in Schedule D) from a Nationalised or scheduled bank.
- (iv) The Bank Guarantee so furnished shall be valid till the said advance alongwith interest thereupon has been fully recovered. Should there be any occasion under the Contract due to which the period of validities of such Bank Guarantees, are required to be extended or the same be renewed, the Contractor at his own cost shall get the validity period of such guarantees extended or the same be renewed, as the case may be, and furnish the same to the Engineer-in-Charge before the due expiry date of the aforesaid guarantees failing which the Engineer-in-Charge shall be at liberty, to either to renew the existing Bank Guarantee or to withhold the payments of the Interim bills till such time the amount of outstanding advance including interest thereupon is fully recovered.
- (v) The recovery of advance shall start after the Contractor has received a gross payment equivalent to 10% of Contract Price and shall be effected on pro-rata basis to the gross value of work billed in such a way that the full advance with interest thereupon is recovered by the time 90% of the Contracted Price is paid.

The interest shall be calculated on the outstanding amount of principal at the close of each month. The recovery of interest shall be started when the Contractor has received a gross payment equivalent to 5% of the Contract Price and interest as accrued/accruing till the time 10% of Contract Price is paid shall be recovered in suitable installments in such a way that the above said accrued interest is fully recovered by the time the Contractor receives a gross payment equivalent to 10% of the Contract Price and thereafter the interest as may be due on Ist of each month will be recovered from the Interim bills of the Contractor to be paid during that month. Recoveries will first be credited to interest due and residual applied to the principal.

13.1.2. ADVANCE FOR CONSTRUCTION EQUIPMENT:

Interest bearing advance upto a maximum ofpercent (refer schedule D) of the Contract Price will be paid to the contractor for Construction Equipment subject to the following conditions:

- (i) The advance shall bear simple interest @ percent per annum (as mentioned in Schedule `D') The monthly interest shall be calculated on outstanding balance of advance on the last day of the previous calendar month.
- (ii) The construction equipment, as are required for the actual execution of the work depending upon the techniques and sequences of construction as proposed by the contractor, shall be mutually discussed and finally approved by the Engineer-in-Charge. Such approved Construction Equipment must reach the site of work before release of advance payment.

- (iii) The Construction Equipment for which the advance is to be granted shall be of unencumbered ownership of the Contractor and shall be hypothecated in favour of the Employer before the advance is paid. This shall be executed on the form of Hypothecation Deed as approved by the Employer, on legally valid stamp paper of appropriate value. The Hypothecation Deed shall be registered by the Contractor with the Registrar of Companies under the Companies Act and all charges on account of execution of deed, registration charges etc. shall be borne by the Contractor and the Contractor shall duly inform the Engineer-in-Charge about such registration. The Contractor shall also get such construction Equipment insured under CPM Policy in the joint name of the Contractor and the Employer for full value against all risks at his cost. The insurance policy shall be valid till such time the Plant and Equipment remains under Hypothecation and the advance is recovered/repaid in full.

Both the Hypothecation Deed and the Insurance Policy shall be deposited by the Contractor with the Engineer-in-Charge before the advance is released.

- (iv) Subject to the maximum limit fixed for such advances and conditions thereto, the advance shall be granted to the extent of 90% of the cost of new equipment purchased by him duly supported by due proof of payment, purchase vouchers and other connected documents. No advance shall be granted for old, used equipment.
- (v) In case the Contractor desires to shift any such equipment from the site of work, he shall do so with the written permission of the Engineer-in-Charge and after repaying the outstanding advance of that particular equipment.
- (vi) The recovery of principal shall start after the Contractor has received a gross payment equivalent to 10% of Contract Price and shall be effected on pro-rata basis to the gross value of work billed in such a way that the full advance is recovered by the time 90% of the Contract Price is paid.

The interest shall be calculated on the outstanding amount of principal at the close of each month. The recovery of interest shall be started when the Contractor has received a gross payment equivalent to 5% of the Contract Price and the interest as accrued/accruing till the time 10% of the Contract Price is paid shall be recovered in suitable installments in such a way that the above said accrued interest is fully recovered by the time the Contractor receives a gross payment equivalent to 10% of Contract Price and thereafter the interest as may be due on 1st of each month will be recovered from the Interim bills of the Contractor to be paid during that month. Recoveries will first be credited to interest due and residual applied to the principal.

- (vii) The cost of the new equipment for the purpose of this clause shall mean the cost as invoiced by the suppliers of the Construction equipment, inclusive of taxes and duties.

In respect of imported equipment, C.I.F. cost plus customs duty shall be deemed to be the cost of equipment for the purpose of this clause. For this purpose, C.I.F. cost shall be the same as determined by the customs authorities for customs duty purposes.

- 13.2 The gross value of work billed/gross payment shall mean to include payment towards scheduled items, extra items, deviated items, substituted items, altered items and escalation bills for the purpose of this clause only.

CLAUSE-14: COMMENCEMENT OF WORK:

- 14.1 The Contractor shall commence the Work(s) immediately after the issue of Letter of Acceptance and shall proceed with the same with the expedition and without delay as may be expressly sanctioned or ordered by the Engineer-in-charge. If the Contractor commits default in the commencement of work within 30 days of issue of Letter of Acceptance, the Engineer-in-Charge shall without prejudice to any other right or remedy be at liberty to cancel the Contract and forfeit the earnest money.
- 14.2 The Contractor shall submit along with his tender, the construction planning, phasing & sequence of construction, time & progress chart within the framework of construction schedule, i.e. Schedule 'E' for achieving the completion targets of Work(s) as a whole and also of each group/sub- group of work(s) as stipulated in Schedule 'C', showing the order or procedure and a statement showing the method and techniques of construction by which the contractor proposes to carryout the Works.

Such charts or programme shall be prepared in direct relation to the construction schedule i.e. schedule 'E' as well as the time stated in the Contract for completion of part of Works stipulated in Schedule 'C'. It shall indicate the commencement and completion of various trades or sections of the Works, distribution and balancing of work-load pertaining to construction activities in various structures/component parts of Works into working seasons duly taking into account working months available in each working season and number of working days available for working months, to arrive at seasonal monthly average and seasonal monthly peak progress with corresponding time periods. Such construction planning will be discussed and finally agreed with successful tenderer before award of work and the same shall form an integral part of the agreement.

Contractor shall follow such an agreed planning & scheduling. However, it shall not relieve the Contractor of any of his duties, obligations or responsibilities under the Contract.

- 14.3 Within one month of issue of Letter of Acceptance, the Contractor shall submit, to Engineer for his consent Master Control Network including but not limited to comprehensive bar chart stipulating quantities of work to be executed supported by machinery deployment schedule for the execution of Works within the overall time frame included in the schedule incorporated in the Contract. The Contractor shall provide, in writing, general description of arrangements and methods proposed to be adopted for execution of Works within Time for Completion duly taking into account the milestones for the purpose of levying liquidated damages listed in schedule (C).
- 14.4 During the execution of Works, if it appears to the Engineer-in-Charge, that actual progress of works does not conform to the programme consented by Engineer-in-Charge under subclause.
- 14.3 above, the Contractor shall produce a revised programme dealing modifications to such programme necessary for ensuring completion of works within Time for Completion.
- 14.5 The Contractor shall provide a detailed month-wise cash flow estimate at the beginning of each financial year duly revised at quarterly intervals if required so by the Engineer-in-Charge.
- 14.6 The submission to and consent by the Engineer-in-Charge of such programmes or the provision of such general descriptions or cash flow estimates shall not relieve the Contractor of any of his duties or responsibilities under the Contract.

CLAUSE-15: WORKS TO BE CARRIED OUT IN ACCORDANCE WITH SPECIFICATIONS, DRAWINGS AND ORDERS, ETC:

- 15.1 The Contractor shall execute the Works in the most substantial and workmanlike manner and both as regards material and otherwise in every respect in strict conformity with the Specification. The Contractor shall also conform exactly, fully and faithfully to the designs, drawings, Specifications and instructions in writing in respect of the work, duly signed by the Engineer-in-Charge issued from time to time. The Contractor shall take full responsibility for the adequacy of all the site operations and methods of construction. The Contractor shall give prompt notice to the Engineer-in-Charge, with a copy to the Employer, of any error, omission, fault or other defect in the design of or Specifications for the Works which he discovers when reviewing the Contract or executing the Works.
- 15.2 The Contractor shall be entitled to receive, the documents set forth herein during the performance of the Contract:
 - a. Construction drawings and revisions thereto 3 sets
 - b. Specifications or revisions thereof other than Standard printed Specifications. 2 sets
 - c. Explanations, instructions etc. 1 copy

Such further drawings, explanations, modifications and instructions, as the Engineer-in-Charge may issue to the Contractor from time to time in respect of the Work, shall be deemed to form integral part of the Contract and the Contractor shall to carry out the Work accordingly.

- 15.3 The Contractor shall give notice to the Engineer-in-Charge, whenever planning or execution of the Works is likely to be delayed or disrupted unless any further drawing or instruction is issued by the Engineer-in-Charge within a reasonable time. The notice shall include details of the drawing or instruction required and of why and by when it is required and of any delay or disruption likely to be suffered if it is late.

- 15.4 If, by reason of any failure or inability of the Engineer-in-Charge to issue, within a time reasonable in all the circumstances, any drawing or instruction for which notice has been given by the Contractor in accordance with Sub-Clause 15.3, the Contractor suffers delay then the Engineer-in-Charge shall, after approval of the Employer determine any extension of time to which the Contractor is entitled under Clause 39.

CLAUSE-16: SETTING OUT THE WORKS:

- 16.1 The Engineer-in-Charge shall establish/indicate the Bench Marks and convey the same in writing to Contractor immediately after Letter of Acceptance. Engineer in-charge shall be responsible for correctness of such data / bench marks conveyed to the Contractor.
- 16.2 The Contractor shall be responsible for the true and proper setting out of all the work (in relation to the afore-mentioned Bench Marks) for the correctness of the location, grades, dimensions and alignment of all components of the work; and for the provisions of all instruments, appliances, materials and labour required in connection therewith. If at any time during the progress of work, any error shall appear or arise in the location, grades, dimensions, or alignment of any part of the Work, the Contractor on being required to do so by the Engineer-in-Charge shall, subject to Clause 16.1 hereof, at his own expense, rectify such error to the satisfaction of the Engineer-in-Charge.
- 16.3 The Contractor shall afford all reasonable facilities and assistance to the Engineer-in-Charge for checking the setting out and lines and grades established by the Contractor. The checking of any setting out or of any line and grade by the Engineer-in-Charge shall not in any way relieve the contractor of his responsibility for the correctness thereof.

CLAUSE-17: URGENT WORKS:

If any urgent work (in respect whereof the decision of the Engineer-in-Charge shall be final and binding) becomes necessary, the contractor shall execute the same as may be directed.

CLAUSE-18: DEVIATIONS:

- 18.1 The Engineer-in-Charge shall have powers to make any deviations in the original specifications or drawings or designs of the works or any part thereof that are, in his opinion, necessary at the time of or during the course of execution of the Works. For the aforesaid purpose or for any other reason, if it shall, in the opinion of the Engineer-in-Charge, be desirable, he shall also have the powers to make Deviations, such as (i) Variations (ii) Extra (iii) Additions/Omissions and (iv) Alterations or Substitutions of any kind. No such Deviations in the specifications or drawings or designs or Bill of Quantities, as aforesaid, shall in any way vitiate or invalidate the Contract and any such Deviations which the Contractor may be directed to do shall form integral part of the Contract as if originally provided therein and the Contractor shall carry out the same on the same terms & conditions in all respects on which he agreed to do the works under the contract subject to clause 18.2 *ibid*.
- 18.2 The rates for such items of work as are required to be executed due to Deviations, as stated in sub-clause 18.1 above shall be payable in the manner as stated hereunder
- i) The rates already provided in the Bill of Quantities, shall apply in respect of the same item(s) of work to be executed due to Variation, subject to the condition that the Variation so ordered do not exceed (+) 30% (plus thirty percent) in respect of quantities of individual items appearing in the Bill of Quantities. However, the quoted rates shall hold good for all minus Variations.
 - ii) In case of items for which rates are not available in the Bill of Quantities, the rates of such items as far as practicable, shall be derived from the quoted rates of analogous item(s) in the Bill of Quantities.
 - iii) In the cases, where analogous items are not available in the Bill of Quantities and, such items shall be termed as extra items and the rates for such items and also for items exceeding the prescribed limit of (+) 30% as mentioned in clause 18.2 (i) above, the Contractor, within 15 days (or as agreed by the Engineer) of receipt of order to execute such items shall submit rate analysis to the Engineer-in-Charge supported by documentary evidence of basic rates adopted therein, notwithstanding the fact that the rates for such items exist in the Contract, having regard to the cost of materials (including transportation and taxes, levies if paid), actual wages

for labour and ownership & operational cost of construction equipment as per standard norms or if standard norms are not specified/available then on the basis of labour/materials/equipment actually engaged for the particular work. The standard norms for materials and labour specified herein shall mean those specified in “Guidelines for preparation of Project Estimates for River Valley Projects (Latest Version) of Central Water Commission, Govt. of India and if not available therein, then of State’s Public Works Department. Standard norms for machinery use shall mean those of Bureau of Indian Standards (IS 11590:1995- Latest Version) and if not available therein, then those specified in “Guidelines for preparation of Project Estimates for River Valley Projects (Latest Version) of Central Water Commission, Govt. of India.

Over and above the cost of labour, material arranged by the Contractor and ownership & operational cost of plant and machinery, an element of such percentage as specified in Schedule D shall be allowed to cover the Contractor’s overheads, profits, and supervision charges. However, for materials issued by the Employer to the Contractor and/or construction equipment supplied on rental charge(s) by Employer to the Contractor during the course of execution of works, the Contractor shall be entitled to such percentage as specified in Schedule D of such costs to cover transportation, overheads, supervision, profit etc.

Provided further that no change in the rate or price for any item contained in the Contract shall be considered unless value of executed quantity of such item accounts for an amount more than 2 percent of the Contract Price, and the actual quantity of work executed under the item exceeds quantity set out in the Bill of Quantities by more than 30 percent.

The Engineer-in-Charge shall examine the rate analysis submitted by the Contractor and fix the rates accordingly whose decision shall be conclusive, final and binding on the Contractor.

- 18.3 If requested by the Contractor, the Time for Completion of the Works shall, in the event of any deviation resulting in additional cost over the Contract Price, be extended in the proportion which the altered, additional or substituted work bears to the original Contract Price plus such further additional time as may be considered reasonable by the Engineer-in-Charge.
- 18.4 Under no circumstances, the Contractor shall suspend the work on account of non-settlement of rates of such Deviated items.
- 18.5 Provided that no deviations instructed to be done by the Engineer – in – charge pursuant to Clause 18.1 shall be valid under Clause 18.2 unless within 15 days of the date of such instruction before the commencement of execution of deviated items, notice shall have been given either;
- a) By the Contractor to the Engineer – in – charge of an intention to Claim extra payment or varied rate or price or
 - b) By Engineer – in – charge to the Contractor of his intention to vary a rate or price for the deviated items.

CLAUSE-19: CONTRACTOR'S SUPERVISION:

- 19.1 The Contractor shall appoint at his own expense adequate number of engineers with sufficient experience to supervise the Works.

The contractor or his authorized representatives present at the site(s) shall superintend the execution of the works with such additional assistance in each trade, as the work involved shall require and considered reasonable by the Engineer-in-Charge. Directions/instructions given by the Engineer-in-Charge to the Contractor's authorized representatives shall be considered to have the same force as if these had been given to the Contractor himself.

CLAUSE-20: INSTRUCTIONS AND NOTICES:

- 20.1 Except as otherwise provided in this Contract, all notices to be given on behalf of the Employer and all other actions to be taken on its behalf may be given or taken by the Engineer-in-Charge or any officer for the time being entrusted with the functions, duties and powers of the Engineer-in-Charge.
- 20.2 All instructions, notices and communications etc. under the contract shall be given in writing and any such oral orders/instructions given shall be confirmed in writing and no such communication which is not given or confirmed in writing shall be valid.

- 20.3 Either party may change a nominated address to another address by prior notice to the other party.
- 20.4 The Engineer-in-Charge shall communicate or confirm the instructions to the Contractor in respect of the execution of work in a 'Work Site Order Book' maintained in the office of the Engineer-in-Charge or his representative and the Contractor or his authorised representative shall confirm receipt of such instructions by signing the relevant entries in this book. If required by the Contractor, he shall be furnished a certified true copy of such instruction(s).

CLAUSE-21: CONSTRUCTION EQUIPMENT:

- 21.1 The Contractor shall provide and install all necessary construction equipment and machinery required for the execution of the Works under the Contract, at his cost and shall use such methods and appliances for the purpose of all the operations connected with the Work covered by the Contract which shall ensure the completion of Work(s) within the specified Time for completion.
- 21.2 The tenderer shall submit as per Schedule 'F', full details of construction equipment and machinery proposed to be deployed for the work(s) along with its planning schedule showing month wise phasing in accordance with the construction schedule i.e. Schedule 'E'. The Schedule 'F' submitted by the tenderer should conform to the Construction Schedule i.e. Schedule 'E'. The Construction, equipment & machinery schedule as submitted shall be mutually discussed and finalised with the successful tenderer and approved before award of work and these shall form integral part of Contract.

The Contractor shall deploy construction equipment and machinery as per agreed schedule. Provided further that in case of slow rate of Progress of Works, the Contractor should supplement the agreed schedule of equipment with additional equipment so as to ensure completion of Works within Time for Completion at no extra cost to Employer.

- 21.3 The Contractor shall not remove construction equipment, except for purpose of removing it from one part of the site to another, without written consent of the Engineer.

Provided always that any such approval of Construction equipment schedule in 21.2 shall not absolve the Contractor of his obligations for due execution of the Works within the Time for Completion as per the Contract.

Subject to the availability of any of Employer's equipment and at the written request of the Contractor, such, equipment and machinery may be issued to the Contractor on hire for being deployed on the Work contracted for, at pre-determined rates, terms and conditions at the sole discretion of the Engineer-in-Charge.

CLAUSE-22: PATENT RIGHTS:

The Contractor shall indemnify the Employer, its representatives or its employees against any action, claim or proceedings relating to infringement or use of any patent or design or any alleged patent or design rights and shall pay any royalties or other charges which may be payable in respect of any article or material or part thereof included in the Contract. In the event of any claim being made or action being brought against the Employer or any agent, servant or employee of the Employer in respect of any such matters as aforesaid, the Contractor shall immediately be notified thereof. Provided that such indemnity shall not apply when such infringement has taken place in complying with the specific directions issued by the Employer, but the Contractor shall pay any royalties or other charges payable in respect of any such use, the amount so paid being reimbursed to the Contractor only if the use was the result of any drawings and/or specifications issued after submission of the tender.

CLAUSE-23: MATERIALS:

- 23.1 Subject to clause 31.2, the Contractor shall at his own expense provide/arrange all materials required for the bonafide use on work under the Contract except those listed and specified in Schedule 'B'. The quantity of such materials as stipulated in the aforesaid schedule to be issued by the Employer will be that as may be actually required for the work and shall be subject to the terms and conditions as set forth in the sub-clause 23.4 *ibid*.

- 23.2 All materials to be provided by the Contractor shall be in conformity with the Specifications laid down in the Contract and the Contractor shall furnish from time to time proof and samples, at his cost, of the materials as may be specified by the Engineer-in-Charge for his approval before use in the Works. The Engineer-in-Charge shall also have powers to have such tests, in addition to those specified in the Contract, as may be required and the Contractor shall carry out the same. The cost of materials consumed in such tests and also expenses incurred thereon shall be borne by the Contractor in all cases except when the materials are agreed to be issued by the Employer under the Contract and also where such tests which are in addition to those provided in the Contract.
- 23.3 The Engineer-in-Charge or his representative shall be entitled at any time to inspect and examine any materials intended to be used in or on the works, either on the site or at factory or workshop or other place(s) where such materials are assembled, fabricated, manufactured, or at any place where these are lying or from where these are being obtained. For this purpose, the Contractor shall afford such facilities as may be required for such inspection and examination.
- 23.4 For the materials listed in Schedule 'B', which the Employer has agreed to issue to the Contractor for use in the work under the Contract free of cost, the Contractor shall, before 90 (ninety) days of the requirement in accordance with the agreed phased programme of the construction of work(s), send a requisition in writing to the Engineer-in-Charge. The issue of such materials shall be subject to the following terms and conditions:
- (i) All materials issued by the Employer to the Contractor for use in the work shall vest in the Employer and the Contractor shall hold all such items of material as mere custodian in trust on behalf of the Engineer-in-Charge.
 - (ii) All costs, such as loading, transportation, unloading, storage etc. whatsoever as may be required for the following activities shall be borne by the Contractor:
 - (a) from the place/point of issue by the Employer to the ultimate use for/in the works and/or
 - (b) in connection with the return of materials by the Contractor to the Employer stores, wherever necessary under the provisions of the Contract.
 - (iii) The Contractor shall maintain an account of receipt and use of materials issued by the Employer each day and submit the same monthly to the Engineer-in-Charge in the form as may be prescribed by Engineer-in-Charge for the purpose of check and accounting. The Contractor shall also, from time to time, render proper account of materials issued by the Employer.
 - (iv) **CEMENT:**
 - a) Cement will be issued to the Contractor in bags as received from the suppliers or by weight and will be consumed in work as per mix-design approved by the Engineer-in-Charge.
 - b) In case cement is issued by bags in numbers as received from the supplier(s) and consumed by weight, a variation of 3% (three percent) of the quantity of cement issued will be allowed to account for the difference between the quantity issued and that consumed. Alternatively, if cement is issued by the Employer by weight and also consumed by weight, a variation of 1% (one percent) of the quantity issued will be allowed to account for difference between the quantity issued and that consumed.
 - c) The variation as mentioned in (b) above shall be considered as inclusive of all wastages on account of handling, rehandling, transportation, storage or any other account whatsoever as may be involved at any stage and such variation shall be to the Contractor's account. However, if the consumption of cement exceeds the aforesaid permissible limits, the recovery shall be effected for such excess quantity at the penal recovery rate(s) indicated in Schedule 'B' from the Contractor.
 - v) **STEEL:**
 - a) **Reinforcement steel**

Reinforcement steel shall be issued to the Contractor on weight basis. All untampered and cut pieces of 3(three) meter in length or more shall be returned by the Contractor to the Employer which shall be taken back on weight basis and shall be duly accounted for against materials issued and will not be treated as wastage/scrap.

The consumption of reinforcement steel shall be accounted on sectional weight basis (based on linear measurement multiplied by corresponding unit weight as specified in relevant Technical Specifications). For calculation of theoretical consumption, reinforcement steel laid at site as measured for payment according to the bar-bending schedule including lappages as authorised by the Engineer- in-charge shall be taken into account. In addition to above, an allowance of 3% of above quantity shall be considered at Contractor's cost in theoretical consumption for chairs, pins and spacers, cut-pieces less than 3 mtrs, (non-returnable) rolling margin, scrap and wastage.

The difference between the reinforcement steel actually issued minus the credit given for the reinforcement steel returned and steel theoretically consumed as worked out in accordance with above, shall be recoverable at the penal recovery rate(s) specified in Schedule `B' from the Contractor.

The Contractor is deemed to have accounted for in his quoted price all variations arising on account of variation in the unit weight of manufactured sections and that specified in the Technical Specifications and no claim on account of any such variations shall be admissible.

b) Structural steel

Structural steel shall be issued to the Contractor on weight basis. This shall be used by the Contractor most economically and strictly in accordance with the approved construction drawings or as per written instructions of the Engineer-in-Charge. All untampered pieces and cut pieces of 1 (one) meter in length or more and plates of size 1 (one) metre x 0.3 (point three) metre or more shall be returned by the Contractor to Employer which shall be taken back on weight basis and shall be duly accounted for against material issued and will not be treated as wastage/scrap.

For calculation of theoretical consumption weight of finished product as measured for payment shall be considered. In addition to above, an allowance of 3% (three percent) of above measured quantity shall be considered at Contractor's cost in theoretical consumption to cover all wastages and the rolling margin.

The difference between the structural steel actually issued minus the credit given for the structural steel returned and the steel theoretically consumed as worked out in accordance with above shall be recoverable at the penal recovery rate specified in Schedule `B' from the Contractor.

The Contractor is deemed to have accounted for in his quoted price all variations arising on account of rolling margin/variation in the weight of manufacture sections and that specified in Technical Specification and no claim on account of any variation other than as specified above shall be admissible.

(vi) Explosives, Detonators

Explosives, Detonators etc. will be issued to the Contractor from the Employer magazine only after the contractor has constructed the magazine(s) or has arranged portable magazines, obtained license for storage and use of the same, arranged licensed blaster and complied with all the relevant provisions of Indian Explosives Act, 1940 with amendments thereto. Proper account of receipt & consumption shall be maintained on daily basis, which can be checked, by Engineer-in-Charge or his representative at any time.

vii) All materials issued by the Employer shall be for the purpose of the Contract only. At the time of submission of bills, the Contractor shall properly account for the materials issued to him to the satisfaction of the Engineer-in-Charge and certify that balance of materials issued is available at the site.

(viii) Materials issued by Employer as listed and specified in Schedule `B' which are rendered surplus shall, on completion of the works or on foreclosure of work or cancellation of Contract, be promptly returned by the Contractor at his expense at the place from where the same was issued by the Employer. If the Contractor is advised to return such material at a place other than from where it was issued, the Contractor shall deliver the material accordingly and in that case, the Employer shall bear the extra charges, if any, on this account. Surplus stores and/or materials returned by the Contractor will be accounted for giving due regard to the condition of stores and/or material. In case the Contractor fails to return materials after accounting for the theoretical consumption plus authorized allowances/wastages specified in this clause {23.4 (iv) b) for cement; (v) a) for reinforcement steel: (v) b structural steel} lying in his possession/custody, Engineer-in-Charge shall be at liberty to effect recovery at penal recovery rates as specified in Schedule 'B' for the aforesaid materials.

- (ix) The accounts in respect of all materials issued by Employer as indicated in Schedule 'B' shall be reconciled every year and the outcome of such reconciliation shall be jointly signed by the Engineer-in-Charge and the Contractor for accounting. On reconciliation, if it is found that the actual consumption exceeds the theoretical consumption including admissible allowances as specified in sub-Clause 23.4 (iv) & (v) above, the cost of such excess materials shall be recovered from the Interim bills of the Contractor at the penal recovery rate(s) specified in Schedule 'B'.
- 23.5 The Engineer-in-Charge shall have full powers for removal of any or all materials brought to site by the Contractor, which are not in accordance with the Contract Specifications or samples, approved by him. Should the Contractor fail to remove the rejected materials, the Engineer-in-Charge shall be at liberty to have them removed by other means at the Contractor's cost. The Engineer-in-Charge shall have full power to procure other proper materials to be substituted at Contractor's costs.
- 23.6(a) If construction material like cement, steel, explosive etc. are required by the Contractor for the bonafide use in his preliminary, enabling and ancillary works (relating to the works under the Contract) and if such materials are available and can be spared by the Employer, the Engineer-in-Charge may issue the same to the Contractor at the prevailing stock issue rates at the time of issue of material. For the purpose of this sub-clause the prevailing stock issue rates shall mean the cost of material to the employer at the Project site plus 10% towards overhead thereupon.
- (b) The Contractor shall have no claim whatsoever against the Employer for non-issue of the construction materials for preliminary, enabling and ancillary works as mentioned in 23.6(a) above. The decision of the Engineer-in-Charge in respect of 23.6(a) & (b) shall be final, conclusive and binding on the Contractor.
- (c) The issue of the materials under the approved/finalised plans, programme/requirement shall be regulated with reference to the availability and depending on the priorities with respect to various other works of the Project, as may be fixed by the Engineer-in-Charge and the Contractor shall have no right or claim in this regard.
- 23.7 It is a prime responsibility of the Contractor to arrange for all the materials except those listed and specified in schedule 'B'.
- 23.8 The Contractor shall take proper care of the materials issued by the Employer and shall protect the same from damage and weathering. The Contractor shall be solely responsible for the safety of the materials issued by the Employer.
- 23.9 All materials issued by Employer shall not under any circumstances whatsoever be taken out of the project site.
- 23.10 It may be clearly understood by the Contractor that any material not duly accounted for under the Contract either in the Contractor's store or returned to the Employer shall be treated as unaccounted material and recovery for the same shall be made from the interim bills of the Contractor at the penal recovery rates indicated in schedule 'B'.
- 23.11 Provisions contained hereinabove shall not in any way dilute the Contractor's liabilities under the Contract in any manner whatsoever.

CLAUSE-24: POWER SUPPLY:

- 24.1 The Contractor shall make arrangements for the full anticipated requirement of construction power by installing Diesel Generating sets and operate these sets for generation of power required for execution of Works under the Contract, at no extra cost to the Employer.
- The Employer, if requested by the Contractor will provide full assistance to the Contractor to obtain construction power from grid to meet part requirement as standby arrangement. Contractor will not have any claim, if construction power is not available from the grid. The Contractor will also be responsible for making all payments to the concerned authorities and will make no claims if the power is not available due to grid failure or otherwise.
- 24.2 The Contractor at his own cost, shall provide and install all necessary electrical installations and other temporary equipments for further distribution and utilisation of energy for power and lighting and shall remove the same on completion of the Works. All jobs shall be suitably lighted by the Contractor at his own expenses for their proper execution and inspection in accordance with the provisions of laws in force.
- 24.3 No payment shall be made by the Employer for generation, distribution and consumption of electricity in execution of Works by the Contractor.

CLAUSE-25: SUPPLY OF WATER:

The Contractor shall make his own arrangements for water required for and in connection with the work at his cost. It shall be the responsibility of the contractor to satisfy himself that the water arranged by him is fit for construction & consumption & he shall adequately treat such water whenever it is not found fit for the said purposes.

CLAUSE-26: WATCHING AND LIGHTING:

The contractor shall provide and maintain at his expense all lights, guards, fencing and watching when and where necessary or as required by the Engineer-in-Charge for the protection of the works or for the safety and convenience of those employed on the works or the public.

CLAUSE-27: WORK DURING NIGHT OR ON SUNDAYS AND HOLIDAYS:

Subject to any provisions to the contrary contained in the Contract, the Contractor shall have the options to carry out the works continuously during night, Sunday or holidays, without any additional cost to Employer.

CLAUSE-28: SITE DRAINAGE, PROTECTION OF TREES AND PREVENTION OF NUISANCE:

- 28.1 The Contractor shall, throughout the execution and completion of the Works and remedying of any defects therein have full regard for the safety of all persons entitled to be upon the Site and keep the Site (so far as the same is under his control) and the Works (so far as the same are not completed or occupied by the Employer) in an orderly state appropriate to the avoidance of danger to such persons.
- 28.2 The Contractor shall endeavor to protect from damage, the trees marked by the Engineer-in-Charge at the site of work or in the lands licensed to him for use under the contract. Where necessary, the contractor shall provide at his expense temporary fencing to protect such trees. No tree shall be cut unless authorised by Engineer-in-Charge in writing to do so.
- 28.3 The contractor shall at no time, cause or permit any nuisance on the site or cause any thing which shall cause unnecessary disturbance or inconvenience to the public in general and owners/tenants/occupants of adjacent properties.

CLAUSE-29: LABOUR:

- 29.1 The Contractor shall employ labour in sufficient numbers to maintain the required rate of progress and quality to ensure workmanship of the degree specified in the Contract. The Contractor shall not employ in connection with the works any person who has not completed fifteen years of age. The Contractor is encouraged, to the extent practicable and reasonable, to employ staff and labour with appropriate qualifications and experience from the region of the project. Unskilled labour shall be recruited from local region only.
- 29.2 The Contractor shall furnish and deliver fortnightly to the Engineer-in-Charge, a distribution return of the number and description by trades of the works of people employed on the works. The contractor shall also submit on the 4th and 19th of every month to the Engineer-in-charge a true statement showing in respect of the second half of the preceding month and the first half of the current month.
 - i) 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
 - ii) The number of female workers who have been allowed maternity benefit as provided in the Maternity Benefit Act, 1961 or Rules made thereunder.
- 29.3 The Contractor shall ensure to obtain the EPF code number from the concerned authorities before start of work and will not engage any sub-contractor who does not possess EPF code number.
- 29.4 During continuance of the Contract, the Contractor and his sub-contractors shall abide at all times by all existing labour enactments and rules made thereunder, regulations, notifications and bye laws of State or Central Government or local authority and any other labour law (including rules), regulations, bye laws that may be passed or notification that may be issued under any labour law in future either by the State or the Central Government or the local authority. The Contractor shall

keep the Employer indemnified in case any action is taken against the Employer by the competent authority on account of contravention by the Contractor of any of the provisions of any Act or rules made thereunder, regulations or notifications including amendments. If the Employer is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for nonobservance of the provisions stipulated in the notifications/bye laws/acts/rules/regulations including amendments, if any, on the part of the Contractor, the Engineer/Employer shall also have right to recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by the Employer.

The employees of the Contractor and his sub-contractor in no case shall be treated as the employees of the Employer at any point of time.

Salient features of some of the major labour laws that are applicable to construction industry are given below.

(i) Workmen Compensation Act 1923 as amended by Amendment Act No.65 of 1976.

The Act provides for compensation in case of injury or death by accident arising out of and during the course of employment.

(ii) Payment of Gratuity Act 1972.

Gratuity is payable to an employee under the Act on satisfaction of certain conditions on separation if an employee has completed 5 years service or more or on death or on retirement or superannuation at the rate of 15 days wages for every completed year of service. The Act is applicable to all establishments employing 10 or more employees.

(iii) Employees PF and Miscellaneous Provision Act 1952 including FPS-71/EPS-95.

The Contractor is required to possess PF Code from the concerned Regional Provident Fund Commission. The benefits payable under the Act are:

- (a) Pension or family pension on retirement or death as the case may be.
- (b) Deposit linked insurance on the death in harness of the worker.
- (c) Payment of PF accumulation on retirement/death etc.

(iv) Maternity Benefit Act 1961 (Amended)

The Act provides for leave and some other benefits to women employees in case of confinement or miscarriage etc.

(v) Contract Labour (Regulation and Abolition) Act 1970 with Rules framed there under as amended.

The Act provides for certain welfare measures and wages to be provided by the Contractor to contract labour and in case the Contractor fails to provide, the same are required to be provided by the Principal Employer by Law and recover the same from the Contractor from any amount/monies due to him. The principal employer is required to take Certificate of Registration and the Contractor is required to take a License from the designated Officer. The Act is applicable to the establishments of contractor if they employ 20 or more contract labour.

(vi) Minimum Wages Act 1948 (Amended)

The Contractor is to pay not less than the Minimum Wages fixed by appropriate Government as per provisions of the Act.

(vii) Payment of Wages Act 1936 (Amended)

It lays down as to by what date the wages are to be paid, when it will be paid and what deductions can be made from the wages of the workers.

(viii) Equal Remuneration Act 1979

The Act provides for payment of equal wages for work of equal nature to male and female workers and not for making discrimination against Female employees in the matters of transfers, training and promotions etc.

- (ix) Payment of Bonus Act 1965 and Amendment Act No.43 of 1977 and No.48 of 1978 and any amendments thereof.

The Act is applicable to all establishments employing 20 or more workmen. The Act provides for payments of annual bonus subject to a minimum of 8.33 % of wages and maximum of 20 % of wages to employees drawing Rs. 10,000/- P.M. or less. The bonus to be paid to employees getting Rs. 3,500/- P.M. or above upto Rs.10,000/- P.M. shall be worked out by taking wages as Rs 3,500/- P.M. only. All amounts of Bonus are required to be paid within eight months of closing of financial year. The Act does not apply to certain establishments, classes of employees. The newly set up establishments are exempted for five years in certain circumstances.

- (x) Industrial Disputes Act 1947(Amended)

The Act lays down the machinery and procedure for resolution of industrial disputes, in what situations a strike or lock-out becomes illegal and what are the requirements for laying off or retrenching the employees or closing down the establishment.

- (xi) Industrial Employment (Standing Orders) Act 1946 (Amended)

It is applicable to all establishments employing 100 or more workmen (employment size reduced by some of the States and Central Government to 50). The Act provides for laying down rules governing the conditions of employment by the Contractor on matters provided in the Act and get the same certified by the designated Authority.

- (xii) Trade Unions Act 1926

The Act lays down the procedure for registration of trade unions of workmen and employers. The trade unions registered under the Act have been given certain immunities from civil and criminal liabilities.

- (xiii) Child Labour (Prohibition and Regulation) Act 1986

The Act prohibits employment of children below 14 years of age in certain occupations and processes and provides for regulation of employment of children in all other occupations and processes. Employment of child labour is prohibited in Building and Construction Industry.

- (xiv) Inter-State Migrant Workmen's (Regulation of Employment and Conditions of Service) Act 1979

The Act is applicable to an establishment, which employs 5 or more inter-state migrant workmen through an intermediary (who has recruited workmen in one state for employment in the establishment situated in another state). The inter-state migrant workmen, in an establishment to which this Act becomes applicable, are required to be provided certain facilities such as housing, medical aid, traveling expenses from home upto the establishment and back, etc.

- (xv) The Building and Other Construction Workers (Regulation of Employment and Conditions of Service) Act 1996 and the Cess Act of 1996

All the establishments who carry on any building or other construction work and employs 10 or more workers are covered under this Act. All such establishments are required to pay cess at rate not exceeding 2% but not less than 1% of the cost of construction as may be notified by the Government. The Contractor to whom the Act applies has to obtain a registration certificate from the Registering Officer appointed by the Government.

- (xvi) The Factories Act 1948

The Act lays down the procedure for approval of plans before setting up a factory, health and safety provisions, welfare provisions, working hours, annual earned leave and rendering information regarding accidents or dangerous occurrences to designated authorities. It is applicable to premises employing 10 persons or more with aid of power or 20 or more persons without the aid of power engaged in manufacturing process.

- (xvii) The Personal Injuries (Compensation Insurance) Act, 1963 and any modifications thereof and rules made there under from time to time.

- 29.5 The Engineer-in-Charge shall on a report having been made by an authorised Inspecting Officer as defined in the Contract Labour (Regulation and Abolition) Act and Rules or on his own in his capacity as Principal Employer, have the power to deduct from the amount due to the Contractor any sum required or estimated to be required for making good the loss suffered by worker(s) by reasons of non-fulfillment of the conditions of the Contract for the benefit of workers, non-payment of wages or of deductions made by him from wages which are not justified by the terms of the contract or non-observance of the relevant Acts and Rules with amendments made from time to time. If the Employer makes payment to Contractor's labour due to non-payment of wages to labour by the Contractor, the Employer shall recover the amount thus paid plus 15% towards interest and administration charges from the next Interim Bill of the Contractor.
- 29.6 The Contractor shall indemnify the Employer against any payments to be made under and for observance of the Regulations, Laws, Rules as stipulated in clause 29.4 above without prejudice to his right to claim indemnity from his sub-contractors. In the event of the Contractor's failure to comply with the provisions of sub-clause 29.4 or in the event of decree or award or order against the Contractor having been received from the competent authority on account of any default or breach or in connection with any of the provisions of sub-clause 29.4 above, the Engineer-in-Charge, without prejudice to any other right or remedy under the Contract, shall be empowered to deduct such sum or sums from the bills of the Contractor or from his Security Deposit or from other payments due under this contract or any other Contract to satisfy within a reasonable time the provisions of the various Acts/Laws/Rules/Codes as mentioned under sub-clause 29.4 above, on the part of the Contractor under the Contract on behalf of and at the expenses of the Contractor and make payment and/or provide amenities/facilities/services accordingly. In this regard, the decision of the Engineer-in-Charge shall be conclusive and binding on the contractor.
- 29.7 The Contractor shall at his own expense comply with or cause to be complied with the Provisions/Rules provided for welfare and health of Contract Labour in the Contract Labour (Regulation & Abolition) Act and other relevant Acts and Rules framed thereunder or any other instructions issued by the Employer in this regard for the protection of health and for making sanitary arrangements for workers employed directly or indirectly on the works. In case, the Contractor fails to make arrangements as aforesaid, the Engineer-in-Charge shall be entitled to do so and recover the cost thereof from the Contractor.
- 29.8 The Contractor shall at his own expense arrange for the safety provisions as required by the Engineer-in-Charge, in respect of all labour directly or indirectly employed for performance of the Works and shall provide all facilities in connection therewith. In case the Contractor fails to make arrangements and provide necessary facilities as aforesaid, the Engineer-in-Charge shall be entitled to do so and recover the cost thereof from the Contractor. But this will not absolve the Contractor of his responsibility or otherwise thereof.
- 29.9 In the event of any injury, disability or death of any workmen in or about the work employed by the Contractor either directly or through his sub-contractor, Contractor shall at all times indemnify and save harmless the Employer against all claims, damages and compensation under the Workmen Compensation Act, 1923 as amended from time to time or in other law for the time being in force and rules there under from time to time and also against all costs, charges and expenses of any smooth action by proceedings arising out of such accidents or injury, disability or death of a workmen and against all sum or sums which may with the consent of the Contractor be paid to compromise or compound any claim in this regard. If any award, decree or order is passed against the Contractor for recovery of any compensation under the Workmen Compensation Act, 1923, for any injury, disability or death of a workman by any competent court, the said sum or sums shall be deducted by the Engineer-in-charge from any sum then due or that may become due to the Contractor or from his Security Deposit or sale thereof in full or part under the Contract or any other contract with the Employer towards fulfillment of the said decree, award or orders.
- 29.10 Provided always that the Contractor shall have no right to demand payments/claims whatsoever on account of his compliance with his obligations under this clause and Labour Regulation except those specifically mentioned in the clause 46 pertaining to Price Adjustment/Variation.

CLAUSE-30: REMOVAL OF CONTRACTOR'S MEN:

The Contractor shall employ on the execution of the Works only such persons as are skilled and experienced in their respective trades and the Engineer-in-Charge shall be at liberty to object to and require the contractor to remove from the works any persons employed by the Contractor on the execution of the works who, in the opinion of the Engineer-in-Charge, misconducts himself or is incompetent or negligent in the proper performance of his duties. The contractor shall forth-with comply with such requisition and such person shall not be again employed upon the works without permission of the Engineer-in- charge. Any person so removed shall be replaced immediately.

CLAUSE-31: MATERIALS OBTAINED FROM EXCAVATION AND TREASURE, TROVE, FOSSILS ETC:

- 31.1 Materials of any kind obtained from excavation on the site shall remain the property of the Employer and shall be disposed off as directed by the Engineer-in-Charge.
- 31.2 However, if any of the materials thus obtained from excavation on the site is such as can be used in the execution of the work under the contract, the contractor will be allowed to use the same free of cost (except that any amount of royalty, levies are paid by the Contractor) for the aforesaid purposes provided the same is found suitable and is approved by the Engineerin-Charge.
- 31.3 Fossils, coins, articles of value, structures and other remains or things of geological or archeological interest discovered on the site shall be the absolute property of the Employer. The Contractor shall take reasonable precautions to prevent his labour or any other person from removing or damaging any such article or thing and shall immediately upon the discovery thereof and before removal acquaint the Engineer-in-Charge with such discovery and carry out the Engineer-in-Charge's directions as to the disposal of the same at the expense of the Employer.

CLAUSE-32: FORCE MAJEURE:

- 32.1 The term "Force Majeure" shall herein mean riots (other than among the contractor's employees), Civil Commotion (to the extent not insurable), war (whether declared or not), invasion, act of foreign enemies, hostilities, civil war, rebellion, revolution, insurrection, military or usurped power, damage from aircraft, nuclear fission, acts of God, such as earthquake (above 7 magnitude on Richter Scale), lightning, unprecedented floods, fires not caused by Contractor's negligence and other such causes over which the Contractor has no control and are accepted as such by the Engineer-in-Charge, whose decision shall be final and binding. In the event of either party being rendered unable by force Majeure to perform any obligation required to be performed by them under this contract, the relative obligation of the party affected by such Force Majeure shall be treated as suspended for the period during which such Force Majeure cause lasts, provided the party alleging that it has been rendered unable as aforesaid, thereby shall notify within 10 days of the alleged beginning and ending thereof giving full particulars and satisfactory evidence in support of such cause.
- 32.2 On occurrence of Force Majeure, the liability of either party shall be dealt with, in accordance with the provisions of sub-clause 34.2
- 32.3 Should there be a request for extension of time arising out of "Force Majeure" the same shall be considered in accordance with clause 39.

CLAUSE 33: LIABILITY FOR DAMAGE, DEFECTS OR IMPERFECTIONS AND RECTIFICATIONS THEREOF:

- 33.1 If the Contractor or his labour or sub-contractor, injure, destroy or damage roads, fence enclosures, water pipes, cables, buildings, drains, electricity or telephone posts, wires, trees, grass line, cultivated land in the area in which they may be working or in the areas contiguous to the premises on which the work or any part of it is being executed or if any damage is caused during the progress of work, the Contractor shall upon receipt of a notice in writing in that behalf from the Engineer-in-Charge, make the same good at his costs.

- 33.2 If it appears to the Engineer-in-Charge or his representative at any time during construction or reconstruction or prior to the expiration of the Defects Liability period that any work has been executed with unsound, imperfect or unskilled workmanship or that any materials or articles provided by the Contractor for execution of the Works are unsound or of a inferior quality, or otherwise not in accordance with the Contract, or that any defect, shrinkage or other faults found in the work arising out of defective or improper materials or workmanship, the Contractor shall, upon receipt of a notice in writing in that behalf from the Engineer-in-Charge, forthwith rectify or remove and reconstruct the work so specified in whole or in part, as the case may be, and/or remove the materials/articles so specified and provide other proper and suitable materials at his own expense.
- 33.3 If the Contractor fails to rectify, make good or remove and reconstruct the work as notified herein above, the Engineer-in-Charge shall have power to carry out such damages, defects or imperfections by any means or through any other agency or by himself at the risk and cost of the Contractor. In such a case the value of such rectification/replacement, reconstruction through such agencies shall be recovered from the Contractor from any amount due to him. The decision of Engineer-in-Charge in this regard shall be final and binding on the contractor.

CLAUSE-34: CONTRACTOR'S LIABILITY AND INSURANCE:

- 34.1 From commencement to completion of the Work(s) as a whole, the Contractor shall take full responsibility for the care thereof and for taking precautions to prevent loss or damage. He shall be liable for any damage or loss that may happen to the Works or any part thereof and to the Employer's Plant, Equipment and Material (hired or issued to the Contractor). Any such loss or damage shall be restored in good order and condition and in conformity in every respect with the requirements of the Contract and instructions of the Engineer-in-Charge.
- 34.2 i) Neither party to the Contract shall be liable to the other in respect of any loss or damage which may occur or arise out of "Force Majeure" to the Works or any part thereof or to any material or article at site but not incorporated in the Works or to any person or anything or material whatsoever of either party provided such a loss or damage could not have been foreseen or avoided by a prudent person and the either party shall bear losses and damages in respect of their respective men and materials. As such liability of either parties shall include claims/compensation of the third party also.
- ii) Provided, however, in an eventuality as mentioned in sub-clause 34.2 (i) above, the following provisions shall also have effect:
- (a) The Contractor shall, as may be directed in writing by the Engineer-in-Charge proceed with the erection and completion of the works under and in accordance with the Contract; and
- (b) The Contractor shall, as may be directed in writing by the Engineer-in-Charge, re-execute the works lost or damaged, remove from the site any debris and so much of the works as shall have been damaged and carry the Employer's T&P, Equipment, Material etc, to the Employer's stores. The cost of such re- execution of the works, removal of damaged works and carrying of Employer's store shall be ascertained in the same manner as for deviations and this shall be paid separately to the Contractor.
- Provided always that the Contractor shall, at his own cost, repair and make good so much of the loss or damage as has been by any failure on his part to perform his obligations under the Contract or not taking precautions to prevent loss or damage or minimize the amount of such loss or damage.
- 34.3 The Contractor shall indemnify and keep indemnified the Employer against all losses and claims for death, injuries or damage to any person or any property whatsoever which may arise out of or in consequence of the construction and maintenance of works during the Time for Completion and also against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect of or in relation thereto, and such liabilities shall include claims/compensations of the third party.
- 34.4 Within 84 days of issuance of Letter of Acceptance the Contractor shall, without in any way limiting his obligations and responsibilities under this condition, insure and pay all costs and maintain the insurance premium throughout the period of Contract, with the following coverage:

- (a) the Works, together with materials and Plant for incorporation therein, to the full replacement cost (the term "cost" in this context shall include profit), (CAR / EAR Policy) an additional ----- % (as mentioned in Schedule D) of Contract Price shall be added in "cost" to arrive at full replacement cost, to account for the materials which is to be issued to the Contractor free of cost by the Employer.
- (b) an additional sum of 15 per cent of such replacement cost as per (a) above, to cover any additional costs of and incidental to the rectification of loss or damage including professional fees and the cost of demolishing and removing any part of the Works and of removing debris of whatsoever nature, (CAR / EAR Policy). The deductibles shall be as mentioned in Schedule D.
- (c) the Contractor's Equipment brought at the Site by the Contractor in terms of Clause 13.1.2 (iii) of GCC., and
- (d) the contractor's workmen and public liability

34.5 Scope of Cover:

The insurance in paragraphs (a), (b) and (c) of Sub-Clause 34.4 shall be in the joint names of the Contractor and the Employer and shall cover:

- (a) The Employer and the Contractor against all loss or damage from whatsoever cause arising other than as provided in Sub-Clause 34.6 from the Commencement date until the date of issue of the relevant Completion Certificate in respect of the Works, and
- (b) the Contractor for his liability:
 - (i) during the Defects Liability Period for loss or damage arising from a cause occurring prior to the commencement of the Defects Liability Period, and
 - (ii) for loss or damage occasioned by the Contractor in the course of any operations carried out by him for the purpose of complying with his obligations under Clauses 43.

34.6 There shall be no obligation for the insurances in Sub-Clause 34.4 to include loss or damage caused by:

- (a) war, hostilities (whether war be declared or not), invasion act of foreign enemies.
- (b) rebellion, revolution, insurrection, or military or usurped power, or civil war.
- (c) ionizing radiations, or contamination by radio-activity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof or (d) pressure waves caused by aircraft or other aerial devices traveling at sonic or supersonic speeds.

34.7 If the Contractor receives instructions from the Employer to insure against War Risk, such insurance if available shall be effected, at the cost of the Employer.

34.8 The Contractor shall, without limiting his or the Employer's ' obligations and responsibilities, insure, in the joint names of the Contractor and the Employer, against liabilities for death or injury to any person or loss of or damage to any property (other than the Works) arising out of the performance of the Contract for at least the amount stated here under:

- (i) Public liability limits for bodily injury not less than Rs.2, 50,000 and/or for death not less than Rs. 5, 00,000 per person for each accident.
- (ii) Property liability limits for each accident not less than Rs.10, 00,000 (ten lacs). Limit of total liability both for Public and Property under sub-clause 34.8 (i) and (ii) shall be 10 % of Contract Price.

34.9 The insurance policy shall include a cross liability clause such that the insurance shall apply to the Contractor and to the Employer as separate insured.

34.10 The Employer shall not be liable for in respect of any damages or compensation payable to any workman or other person in the employment of the Contractor or any subcontractor, other than death or injury resulting from any act or default of the Employer, his agents or servants. The Contractor shall indemnify and keep indemnified the Employer against all such damages and compensation, other than those for which the Employer is liable as aforesaid, and against all claims, proceedings, damages costs, charges and expenses whatsoever in respect thereof or in relation thereto.

- 34.11 The Contractor shall insure against such liability and shall continue such insurance during the whole of the time and that any persons are employed by him on the Works. Provided that, in respect of any persons employed by any subcontractor, the Contractor's obligations to insure as aforesaid under this liability in respect of such persons in such manner that the Employer is indemnified under the policy, but the Contractor shall require such subcontractor to produce to the Employer, when required, such policy of insurance and the receipt for the payment of the current premium.
- 34.12 Within 84 days of the Commencement Date, the Contractor shall provide the insurance policies to Engineer-in-charge. Such insurance policies shall be consistent with the general terms agreed prior to the issue of the Letter of Acceptance. The Contractor shall effect all insurances for which he is responsible with insurers and in terms approved by the Employer.
- 34.13 The Contractor shall notify the insurers of changes in the nature, extent or Programme for the execution of the Works and ensure the adequacy of the insurances at all times in accordance with the terms of the Contract and shall, when required, produce to the Employer the insurance policies in force and the receipts for payment of the current premiums.
- 34.14 If the Contractor fails to effect and keep in force any of the insurances required under the Contract, or fails to provide the policies to the Engineer-in-charge within the period required by Sub-Clause 34.12 then and in any such case the Engineer-in-charge may effect the recovery of such premia on pro-rata basis from the interim bills of the Contractor. Additionally the payment of interim bills may also be suspended until the Contractor complies with the requirements of sub clause 34.12 of these conditions. If non-insurance prolongs for a period of continuous 2 months, the Employer may treat it as Default of Contractor as per the provisions of clause 38 of GCC.
- 34.15 In the event that the Contractor or the Employer fails to comply with conditions imposed by the insurance policies effected pursuant to the Contract, each shall indemnify the other against all losses and claims arising from such failure.
- 34.16 The Contractor shall at his own expense arrange for the safety provisions as laid down in Safety Manual of the Employer in respect of the works covered under this Contract. In case, the Contractor fails to comply with the provisions of the safety manual, the Engineer-in-Charge shall be entitled to and make the necessary arrangement at the risk and cost of the Contractor. This will, however, not absolve the Contractor of his over all responsibility to execute the works under the Contract.
- 34.17 Provided that provisions made under sub- clause 34.4 of these conditions shall not be applicable for the Works costing (Estimated cost put to tender / tender check estimate /Technical Sanctioned estimate) less than 100 (one hundred) lacs. For the works costing less than 100 (one hundred) lacs the Contractor shall avail ' group personal accident insurance policy' covering all the personnel employed by the Contractor for execution for Works complying requirement of Workmen Compensation Act 1923 as amended by Amendment Act No. 65 of 1976.

CLAUSE 35: SUSPENSION OF WORKS:

- 35.1 The contractor shall on the order of the Engineer-in- charge suspend the progress of the works or any part thereof for such time or times and in such manner as the Engineer-in-Charge may consider necessary and shall during such suspension properly protect and secure the work so far as is necessary in the opinion of the Engineer-in- charge. If such suspension is:
- (a) Provided for in the Contract, or
 - (b) necessary for the proper execution of the Works or by reason of weather conditions or by some default on the part of the Contractor, or
 - (c) necessary for the safety of the Works or any part thereof.

The Contractor shall not be entitled to extra costs (if any) incurred by him during the period of suspension of the works; but in the event of any suspension ordered by the Engineer-in-Charge for reasons other than aforementioned and when each such period of suspension exceeds 14 days, the Contractor shall be entitled to such extension of Time for Completion of the Works as the Engineer-in-Charge may consider proper having regard to the period or periods of such suspensions and to such compensation as the Engineer-in-Charge may consider reasonable in respect of salaries or wages paid by the Contractor to his employees during the periods of such suspension.

- 35.2 If the progress of works or any part thereof is suspended on the order of the Engineer-in-Charge for more than three months at a time the contractor may serve a written notice on the Engineer-in-Charge requiring permission within 15 days from the receipt thereof to proceed with the Works or that part thereof in regard to which progress is suspended and if such permission is not granted within that time the Contractor by a further written notice so served may (but is not bound to) elect to treat the suspension where it affects part only of the Works as an omission of such part or where it affects the whole of the Works as an abandonment of the Contract by the Employer.

CLAUSE 36: FORECLOSURE OF CONTRACT IN FULL OR IN PART DUE TO ABANDONMENT OR REDUCTION IN SCOPE OF WORK:

- 36.1 If at any time after acceptance of the tender the Employer decides to abandon or reduce the scope of the Works for reason whatsoever and hence does not require the whole or any part of the Works to be carried out, the Engineer-in-Charge shall give notice in writing to that effect to the Contractor, and the contractor shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the works in full but which he could not derive in consequence of the fore- closure of the whole or part of the Works.

The Contractor shall be paid at Contract rates for full amount of the works executed at Site and, in addition, a reasonable amount as certified by the Engineer-in-Charge for the items hereunder mentioned which could not be utilised on the works to the full extent because of the foreclosure:

- (a) Any expenditure incurred on preliminary works, e.g. temporary access roads, temporary labour huts, staff quarters and site office; storage accommodation workshop, installation and dismantling of Construction Equipment (batching plant, crushing plant) and water storage tanks.
 - (b) i) The Employer shall have the option to take over Contractor's materials or any part thereof, either brought to site or of which the Contractor is legally bound to accept delivery from suppliers (for incorporation in or incidental to the Work), provided, however, the Employer shall be bound to take over the material or such portions thereof as the Contractor does not desire to retain. The cost shall, however, take into account purchase price, cost of transportation and deterioration or damage which may have been caused to materials whilst in the custody of the Contractor.
 - ii) For Contractor's materials not retained by the Employer, reasonable cost of transporting such materials from Site to Contractor's permanent stores or to his other Works, whichever is less. If materials are not transported to either of the said places, no cost of transportation shall be payable.
 - (c) If any materials issued by the Employer are rendered surplus, the same except normal wastage for the materials used in the works shall be returned by the Contractor to the Employer .
 - (d) Reasonable compensation for transfer of T&P from Site to Contractor's permanent stores or to his other works whichever is less. If T&P are not transported to either of the said places, no cost of outward transportation shall be payable.
- 36.2 The Contractor shall, if required by the Engineer-in- charge, furnish to him books of account, wage books, time sheets and other relevant documents as may be necessary to enable him to certify the reasonable amount payable under this condition.

CLAUSE-37: TERMINATION OF CONTRACT ON DEATH:

If the Contractor is an individual or a proprietary concern and the individual or the proprietor dies, or if the Contractor is a partnership concern and one of the partners dies, then, unless the Engineer-in-Charge is satisfied that the legal representatives of the individual Contractor or of the proprietor of the proprietary concern and in the case of partnership, the surviving partners are capable of carrying out and completing the contract, the Engineer-in-Charge shall be entitled to terminate the Contract as to its uncompleted part without the Employer being in any way liable to payment of any compensation whatsoever on any account to the estate of the deceased Contractor and/or to the surviving partners of the Contractor's firm on account of termination of the Contract. The decision of the Engineer-in-Charge that the legal representatives of the

deceased Contractor or the surviving partners of the Contractor's firm cannot carry out and complete the Works under the Contract shall be final and binding on the parties. In the event of such termination, the Corporation shall not hold the estate of the deceased Contractor and/or the surviving partners of the Contractor's firm liable for damages for not completing the Contract. Provided that the power of the Engineer-in-charge of such termination of contract shall be without prejudice to any other right or remedy, which shall have accrued or shall accrue to him under the Contract.

CLAUSE-38: DEFAULT BY THE CONTRACTOR AND TERMINATION OF CONTRACT IN FULL OR IN PART:

38.1 If the Contractor:

- i) commits default in complying with or commits breach of any of the conditions of the Contract and does not remedy it or take effective steps to remedy it immediately after a notice in writing is given to him by the Engineer-in-Charge; or
- ii) fails to complete the Works or any item of Works within the time specified in Schedule 'C' or any extended time under the Contract and does not complete the Work(s) or any item of Work(s) within the period specified in a notice given in writing by the Engineer-in-Charge; or
- iii) is engaged in corrupt or fraudulent practices in competing for or in the execution of the Contract. For the purpose of this clause
 - a) 'Corrupt Practice' means offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement or execution of Contract.
 - b) 'Fraudulent Practice' means mis-representation of fact in order to influence the tendering process or the execution of a Contract and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial noncompetitive levels and to deprive the employer of the benefits of free and open competition.
- iv) being an individual, or if a firm, any partner thereof, shall at any time be adjudged insolvent or have a receiving order or order for administration of his estate made against him or shall take any proceedings for liquidation for the purpose of amalgamation or reconstruction under any insolvency Act for the time being in force or make any conveyance or assignment of his effective or composition or arrangement for the benefit of his creditors or purport as to do, or if any application be made under any insolvency Act for the time being in force for the sequestration of his estate or if a trust deed be executed by him for benefit of his creditors; or
- v) being a company shall pass a resolution or the Court shall make an order for the liquidation of its affairs or a receiver or manager on behalf of the debenture holders shall be appointed or circumstances shall arise which entitle the Court or debenture holders to appoint a receiver or manager; or
- vi) shall suffer an execution in an execution being levied on his goods; or
- vii) assigns, transfers, sublets (engagement of labour on a piece-work basis or of labour with materials not being incorporated in the work shall not be deemed to be subletting) or attempts to assign, transfer or sublet the entire works or any portion thereof without the prior written approval of the Engineer-in-Charge.

The Engineer-in-Charge shall have powers to terminate the Contract in full or in part as aforesaid without prejudice to any other right or remedy which shall have accrued or shall accrue of which cancellation notice in writing to the Contractor under the hand of the Engineer-in-charge shall be conclusive evidence.

38.2 The Engineer-in-Charge shall, on such termination of the contract, have powers to take possession of the site of work under the contract as well as the land/premises allotted to the contractor for his preliminary, enabling and ancillary works and any materials, constructional equipment, implements, stores, structures etc. thereon. The Engineer-in-Charge shall also have powers to carry out the incomplete work by any means or through any other agency or by himself at the risk and cost of the contractor. In such a case, the value of the work done through such agencies shall be credited to the Contractor at the contract rate and the Contractor shall pay the excess amount, if any, incurred in completing the work as aforesaid, as stipulated under sub-clause 38.4 hereunder.

- 38.3 On termination of the Contract in full or in Part, the Engineer-in-Charge may direct that a part or whole of such plant, equipment and materials, structures be removed from the site of the work as well as from the land/premises allotted to the contractor for his preliminary, enabling and ancillary works, within a stipulated period. If the Contractor shall fail to do so within the period specified in a notice in writing by the Engineer-in-Charge, the Engineer-in-Charge may cause them to be sold, holding the net proceeds of such sale to the credit of the Contractor, which shall be released after completion of works and settlement of amounts under the Contract.
- 38.4 If the expenses incurred or to be incurred by the Employer for carrying out and completing the incomplete work or part of the same, as certified by the Engineer-in-Charge, are in excess of the value of the work credited/to be credited to the Contractor, the difference shall be paid by the Contractor to the Employer. If the Contractor fails to pay such an amount, as aforesaid, within thirty days of receipt of notice in writing from the Engineer-in-Charge, the Engineer-in-Charge shall recover such amount from any sums due to the Contractor on any account under this or any other contract or from his Security Deposit or otherwise.
- 38.5 The Engineer-in-Charge shall have the right to sell any or all the Contractor's unused materials, constructional equipment, implements, temporary buildings/structures etc. and apply the proceeds of sale thereof towards the satisfaction of any sums due from the Contractor under the Contract and if thereafter there may be any balance outstanding from the Contractor, the Engineer-in-Charge shall have powers to recover the same as debt.
- 38.6 All decisions/actions of the Engineer-in-Charge under this clause, as aforesaid, shall be conclusive and binding on the contractor.

CLAUSE-39 : TIME FOR COMPLETION AND EXTENSIONS:

- 39.1 Time for Completion allowed for execution of the Works is as specified in Schedule 'D' of these conditions.
- 39.2 However, if the work is delayed on account of:
- i) Delay in handing over of site to the Contractor as per clause 12; or
 - ii) Increase in the quantity of work to be done under the contract as per clause 18; or
 - iii) Suspension of work as per clause 35; or
 - iv) Rebuilding of work as per clause 34; or
 - v) "Force Majeure" as per clause 32 or
 - vi) Any other cause which, in the opinion of the Engineer-in-Charge is beyond the Contractor's control;

then, immediately upon the happening of any such event as aforesaid, the Contractor shall inform the Engineer- in-charge accordingly, but the Contractor shall nevertheless use constantly his best endeavors to prevent and/or make good the delay and shall do all that may be required in this regard. No extension in time on account of rains shall be admissible. The Contractor shall request, in writing, for extension of time, to which he may consider himself eligible under the Contract, within fourteen days of the date of happening of any such events as indicated above.

Provided further that no monetary claims shall be admissible to the Contractor for such extension of Time for Completion except for reimbursement of cost of extension of bank guarantee for Security Deposit and Insurance Policy(ies). Provided further that such extensions is not caused by increase in Contract Price of Works.

- 39.3 In any such case as may have arisen due to any of the events, as aforesaid, and which shall be brought out by the Contractor in writing, the Engineer-in-Charge may give a fair and reasonable extension of Time for Completion, after taking into consideration the nature of the work delayed and practicability of its execution during the period of extension. Provided in the event of non-receipt of a request for such extensions from the Contractor for reasons whatsoever, the Engineer-in-Charge may, at his sole discretion and with due regard to the event, grant fair and reasonable extension of time sue motto.

Such extensions, if admissible, shall be communicated to the Contractor by the Engineer-in- Charge in writing.

Provided that Engineer- in – charge is not bound to make any determination unless the Contractor has;

- a) within 14 days after such event has first arisen notified the Engineer and
- b) within 28 days or such other reasonable time as may be agreed by the Engineer – in –charge detailed particulars of any extension of Time for Completion to which the Contractor may consider himself entitled .

CLAUSE-40 : COMPENSATION FOR DELAY:

- 40.1 If the Contractor fails to complete all items of work(s) in respect of any of the sub-group/group and/or work as a whole, as the case may be and as specified in Schedule `C' before the expiry of the period(s) of completion as stipulated in the aforesaid Schedule, or any extended period under Clause 39 as may be allowed, he shall without prejudice to any other right or remedy of the Employer on account of such default, pay as an ascertained/agreed compensation not by way of penalty; such amount as stipulated in the aforesaid Schedule `C'.
- 40.2 Should, however, the Contractor achieve the completion of the Works as a whole under the Contract within the time as stipulated in Schedule `D' or in the extended time as may be accorded, the Employer will refund to him the amount of compensation recovered from him, if any, in respect of delay in the non-completion of work(s) under the individual group/sub-group, as aforesaid in full.
- 40.3 The amount of compensation may be adjusted/withheld/ deducted or set-off against any sum due or payable to the Contractor under this or any other contract with the Employer. The payment or deduction of such damages shall not relieve the Contractor from his obligation to complete the Works or from any other obligations and liabilities under the Contract.

CLAUSE-41 : INSPECTION AND APPROVAL:

- 41.1 All works embracing more than one process shall be subject to examination and approval at each stage thereof and the Contractor shall give due notice to the Engineer-in-Charge or his authorised representative, when each stage is ready. In default of such notice, the Engineer-in-Charge shall be entitled to appraise the quality and extent thereof and the decision of the Engineer-in-Charge in this regard shall be final and binding.
- 41.2 No work shall be covered or put out of view without the approval of the Engineer-in-Charge or his authorised representative and the Contractor shall afford full opportunity for examination of foundations before permanent work is placed thereon. The Contractor shall give due notice to the Engineer-in-Charge or his authorised representative whenever any such work or foundation is ready for examination and the Engineer-in- charge or his representative shall, without unreasonable delay, unless he considers it unnecessary and advises the Contractor accordingly, examine and measure such work or such foundations. In the event of the failure of the contractor to give such notice, he shall, if required by the Engineer-in-Charge, uncover such work at the Contractor's expense.
- 41.3 The Engineer-in-Charge or his representative shall have powers at any time to inspect and examine any part of the works and Contractor shall give such facilities as may be required for such inspection and examination.
- 41.4 The Contractor shall uncover any part of the works and/or make opening in or through the same as the Engineer-in- charge may from time to time direct for his verification and shall reinstate and make good such part to the satisfaction of the Engineer-in-Charge. If any such part has been covered up or put out of view after being approved by the Engineer-in-Charge and is subsequently found, on uncovering, to be executed in accordance with the contract, the expenses of uncovering and/or making openings in or through, reinstating and making good the same, shall be borne by the Employer. In any other causes all such expenses shall be borne by the Contractor.

CLAUSE-42 : COMPLETION CERTIFICATE:

- 42.1 The work shall be completed to the entire satisfaction of the Engineer-in-Charge and in accordance with the time mentioned in Schedule 'D' and terms and conditions mentioned in clause-39. As soon as the Works under the Contract is completed as a whole, the Contractor shall give notice of such completion to the Engineer-in-Charge. The Engineer-in-Charge, within two week of receipt of such notice, shall inspect the work and shall satisfy himself that the Work(s) has been completed in accordance with the provisions of the Contract and then issue to the Contractor a certificate of completion indicating the date of completion. Should the Engineer-in-Charge notice that there are defects in the Works or the Works are not considered to be complete, he shall issue a notice in writing to the Contractor to rectify/replace the defective work or any part thereof or complete the work, as the case may be, within such time as may be notified and after the Contractor has complied with as aforesaid and gives notice of completion, the Engineer-in-Charge shall inspect the work and issue the completion certificate in the same manner as aforesaid.
- 42.2 No certificate of completion shall be issued as stipulated under 42.1 above nor Work be considered to be completed unless the Contractor shall have removed from the work site and/or premises all his belongings/temporary arrangements brought/made by him for the purpose of execution of the work and clean the site and/or premises in all respects and made the whole of the site and or premises fit for immediate occupation/use to the satisfaction of the Engineer-in-Charge. If the Contractor fails to comply with the above mentioned requirements on or before the date of completion of the Work, the Engineer-in-Charge, may, as he thinks fit and at the risk and cost of the Contractor, fulfill such requirements and remove/dispose off the Contractor's belongings/temporary arrangements, as aforesaid, and the Contractor shall have no claim in this respect except for any sum realized by the sale of Contractor's belongings/temporary arrangements less the cost of fulfilling the said requirements and any other amount that may be due from the Contractor. Should the expenditure on the aforesaid account exceed the amount realised by sale of such Contractor's belongings/temporary arrangements than the Contractor shall on demand, pay the amount of such excess expenditure.

CLAUSE-43: DEFECTS LIABILITY PERIOD:

- 43.1 The "Defect Liability Period" for the entire work under the Contract is 12 months from the certified date of completion as per clause 42.
- 43.2 If during the Defects Liability Period any portion of the Works is found defective or deficient in any manner and is repaired/rectified/replaced pursuant to the defects liability provisions of the Contract, the Defects Liability Period for such portion of the Works, shall, notwithstanding anything to contrary contained herein, be operative for a further period of 6 months from the date of such repair/rectification/ replacement but shall not in any case be operative for more than 18 months from the date of completion stated in the Completion Certificate.

CLAUSE-44: MEASUREMENTS:

- 44.1 The Engineer-in-Charge shall accept as otherwise stated ascertain and determine by measurement, the value of work done in accordance with the Contract.
- 44.2 Notwithstanding any provision in the relevant standard method of measurement or any general or local custom, measurement of work done under the Contract shall be taken in accordance with the procedure set forth in the Technical Specifications or Bill of Quantities under the Contract. In the case of items of work, which are not covered by the Technical Specifications or Bill of Quantities, measurement shall be taken in accordance with the relevant standard methods of measurements laid down by the Bureau of Indian Standards (BIS).
- 44.3 All items having a financial value shall be entered in measurement book, level book, etc., prescribed by the Employer so that a complete record is maintained of all work performed under the Contract.
- 44.4 Measurement shall be taken jointly by the Engineer-in- charge or his representative and by the Contractor or his authorised representative.
- 44.5 Before taking measurement of any works, the Engineer-in- charge or his representative, shall give a reasonable notice to the Contractor. If the Contractor fails to attend or send an authorised representative for measurement after such a notice or fails to countersign or to record the objection within a week from the date of taking the measurements, then in that event the measurements taken by the Engineer-in- charge shall be taken to be correct and final measurements of such work.

- 44.6 The Contractor shall, without extra charge, provide assistance with every appliance, labour and other appliances (theodolite, level etc.) and things necessary for measurement.
- 44.7 Measurement shall be signed and dated by both parties on the Site on completion of measurement. If the Contractor objects to any of the measurements recorded by the representative of the Engineer-in-Charge a note to that effect shall be made in the measurement book against the item objected to and such note shall be signed and dated by both parties engaged in taking the measurement. The decision of the Engineer-in-Charge on any such dispute or difference or interpretation shall be final and binding on the contractor in respect of all contract items, substituted items, extra items and deviations. Provided that items of work which are not susceptible to measurement at the later date must be measured jointly and signed accordingly by both the parties at the time of execution of such items.

CLAUSE-45 : PAYMENT ON ACCOUNT:

- 45.1 Running Account / Interim bills shall be submitted by the Contractor monthly on or before the date fixed by the Engineer-in-Charge for the work executed. The Engineer-in-Charge shall then verify the bills with reference to the measurements recorded in the measurement book(s).
- 45.2 Payment on account for amount admissible shall be made on the Engineer-in-Charge certifying the sum to which the contractor is considered entitled by way of interim payment for the work executed, after deducting there from the amounts already paid, the security deposit and such other amounts as may be withheld/deductable or recoverable in terms of the Contract.
- 45.3 Payment of the Contractor's bills shall be made by the Employer within 30 days from the date of submission of the bill subject to the acceptance of the Engineer-in- charge.
- 45.4 Payments due to the Contractor shall be made by RTGS/NEFT system by the Engineer-in-Charge or his representative. However, where RTGS/ NEFT system is no available at the contractor's bank, the payment shall be made by crossed cheque. Such cheques shall be issued direct to the Contractor on furnishing a stamped receipt for the amount of the cheque or to his constituted attorney duly authorised to receive such payments from the Engineer-in-charge.
- 45.5 Any interim bills given relating to work done or materials delivered, may be modified or corrected by any subsequent interim bills or by the final bill. No certificate(s) of the Engineer-in-Charge supporting an interim payment shall itself be conclusive evidence that any work or materials to which it relates is/are in accordance with the Contract.
- 45.6 Should there be a request for extension of Time for completion, pending its consideration, interim payments shall continue to be made as provided herein.
- 45.7 If the payment due to the Contractor for any undisputed amount for which interim bill has been approved by the Engineer – in – charge, is delayed more than 14 days from the due date of payment (i.e.44 days from date of submission of bill) an interest @ of Per annum (as mentioned in schedule 'D') shall be payable to the Contractor for the actual period of bill beyond the said period of 14 days.
- 45.8 In case of disputed items for which payment has been with held, the Engineer-in-charge will intimate to the Contractor in writing the details of such disputed items. The Contractor shall submit in writing the clarifications / modifications in regard to this disputed items to the Engineer-in-charge. After receipt of such clarifications / modifications and acceptance thereof by the Engineer-in-charge payment on receipt of such disputed items shall be released within 30 days thereafter.
- 45.9 With respect to material and Plant brought by the Contractor to the Site for incorporation in the Permanent Works, the Contractor shall receive a credit in the month in which these materials and Plant are brought to the Site and be charged a debit in the month in which they are incorporated in the Permanent Works, both such credit and debit to be determined by the Engineer-in-Charge in accordance with the following provisions:
- (a) no credit shall be given unless the following conditions shall have been met to the Engineer-in-Charge's satisfaction:
 - (i) the materials and Plant are in accordance with the Specifications for the Works.
 - (ii) the materials and Plant have been delivered to the Site and are properly stored and protected against loss, damage, or deterioration;

- (iii) the Contractor's record of the requirements, order, receipts and use of materials and Plant are kept in a form approved by the Engineer, and such records are available for inspection by the Engineer.
 - (iv) the Contractor has submitted a statement of his cost of acquiring and delivering the materials and Plant to the Site, together with such documents as may be required for the purpose of evidencing such cost ;
 - (v) the materials are to be used within a reasonable time.
 - (b) the amount to be credited to the Contractor shall be the equivalent of 75 percent of the Contractor's reasonable cost of materials and Plant delivered to the Site, as determined by the Engineer-in-Charge after review of the documents listed in sub-para (a)(iv) above;
 - (c) The amount to be debited to the Contractor for any materials and Plant incorporated into the Permanent Works shall be equivalent to the credit previously granted to the Contractor for such materials and Plant pursuant to Sub-Clause (b) above, as determined by the Engineer-in-Charge.
- 45.10 The Contractor shall be paid 75% of the admissible interim bill amount, after due recoveries within 14 days of submission of interim bill. The balance due amount under the interim bill shall be paid to the Contractor within 30 days of submission of bills after due certification by the Engineer-in-charge.

CLAUSE-46: PRICE ADJUSTMENT/VARIATIONS:

46.1 Payment to Contractor for work done shall be adjusted for increase or decrease in the cost of Labour, Materials (except for those materials supplied by the Employer) and Petrol, Diesel, Oil and Lubricants (POL) according to the procedure mentioned hereunder:-

A) LABOUR:

If after 28 days before the last date of submission of price bid and during the currency of the Contract, there is any increase or decrease in the cost of labour as reflected in the "All India Consumer Price Index", the corresponding increase or decrease in the payments to the Contractor on this account shall be calculated by the formula:-

$$V_1 = \frac{L}{100} \times \frac{R \times (I - I_0)}{I_0}$$

Where:-

- V₁ = Amount to be adjusted in Contractor's payment for the work done during the month under consideration.
- L = Percentage of Labour component in the value of work as mentioned in Schedule 'D'.
- R = Value of work done and paid during the month under review (excluding those Extra, Additional, Substituted and Deleted items of work, whose rates have been worked out and paid on the basis of actual analysis of costs or based on the current market rates).
- I₀ = All India Consumer Price Index for Industrial Workers, General Index (Base 2001 = 100) for the previous month in which price bids were submitted as published in the Indian Labour Journal of 'Labour Bureau', Ministry of Labour, Government of India.
- I = All India Average Consumer Price Index for Industrial Workers (General Index) with respect to the same base, as above, for the month under consideration.

B) MATERIALS:

If after 28 days before the last date of submission of price bid and during the currency of the Contract, there is any increase or decrease in the prices of materials (to be arranged by the Contractor) as reflected in the Index Numbers of Wholesale prices in India (Base 1993-94 = 100) under sub-group/group (as mentioned in schedule D), the corresponding increase or decrease in the payments to the contractor shall be made according to the following formula:-

$$V_2 = \frac{K}{100} \times \frac{R \times (M - M_0)}{M_0}$$

Where:-

- V_2 = Amount of variation payable to or recoverable from the Contractor during the month under review, based on monthly average and adjusted along with the bill.
- K = Percentage of material component (other than those materials supplied by the Corporation) in the value of work as mentioned in Schedule 'D'.
- R = Value of work done and payable during the month under review (excluding those Extra, Additional, Substituted and Altered items of work, whose rates have been worked out and paid, on the basis of actual analysis of costs or are based on the current market rates).
- M_o = Index Number of the Wholesale prices for sub-group/group----- (as mentioned in schedule D) (Base 1993-94 = 100) for the previous month in which price bids were submitted as published in the monthly Bulletin issued by the Office of Economic Adviser, Ministry of Industry, Government of India, New Delhi.
- M = The monthly Index Number of the Wholesale prices in India for ' sub- group/group, as above, for the month under consideration.

C) PETROL, DIESEL, OIL AND LUBRICANTS:

If after 28 days before the last date of submission of price bid and during the currency of the contract, there is any price variation (increase or decrease) in the cost of Petrol, Diesel, Oil and Lubricants, the same shall be paid to or recovered from the Contractor in accordance with the following formula: -

$$V_3 = \frac{P}{100} \times \frac{R \times (X - X_0)}{X_0}$$

Where: -

- V_3 = the increase or decrease in the total payment to be made to the Contractor during the month under review, based on monthly average and adjusted along with the bills.
- P = component of POL as percentage in the value of work as indicated in Schedule 'D'.
- R = Value of work done and payable during the month under review (excluding those Extra, Additional, Substituted and Altered items of work, whose rates are based on actual analysis or the current market rates).
- X_o = Actual all inclusive price of Diesel at (as mentioned in schedule D) as fixed by Indian Oil Corporation 28 days before the last date of submission of price bids.
- X = Actual all inclusive price of Diesel at (as mentioned in schedule D) as fixed by Indian Oil Corporation calculated as the average price for the month under consideration.

46.2 Provided further that adjustments on account of above as provided in sub-clause 46.1 shall be subject to the following:

- (a) In the case of material brought to site for which any secured advance is included in the Interim Bill according to Clause 45.9, the amount of such secured advance considered as a credit shall be added to the value of work done (R) for operation of this clause. Similarly, when such material are incorporated in the work and the secured advance is debited, the amount of secured advance originally considered for operation of this clause should be deducted from the value of work done (R).
- b) Price Escalation shall be applicable only for the work that is carried out within the Time for Completion as in Schedule 'D' or extended time if any under clause 39 of GCC for which no damages are leviable on the Contractor.
- c) Price Escalation shall not be operable during the period for which extension of Time for Completion is not granted under Clause 39.

- d) Variations arising on account of payment related to rates for Extra, Altered and Substituted items whose cost has been worked out on actual analysed cost or on market price basis as envisaged in Clause 18.2 shall be regulated with reference to such variations in cost as are subsequent to the date of settlement of the rates, instead of the date of submission of price bids.
- e) No separate escalation whatsoever shall be payable or reimbursement of any statutory or otherwise, increase in customs duty, excise duty, sales tax, octroi, Dharat etc. on materials and on labour under Clause 47.2 required for the execution of the work over and above the provisions made in this clause.
- f) No claims whatsoever for the Price Adjustments/Variations other than those stipulated above shall be entertained.
- 46.3 To the extent that full compensation for any rise or fall in costs to the Contractor is not covered by the provisions of this or other Clauses in the Contract, the unit rates and prices included in the Contract shall be deemed to include amounts to cover the contingency of such other rise or fall of costs.
- 46.4 Subject to provisions of sub-para 46.1 and 46.2 above, provisional monthly payments on account of Price Variation on contract rates will be made to the Contractor alongwith the monthly bill for works on the basis of latest available provisional price indices and the same shall be adjusted as and when the final indices of that period are available.
- 46.5 If the Contractor fails to complete whole of the works within the Time for Completion, adjustment of prices thereafter until the date of completion of the Works shall be made using either the indices or prices relating to the prescribed Time for Completion, or the current indices or prices, whichever is more favourable to the Employer, provided that if an extension of time is granted pursuant to Clause 39 the above provision shall apply only to adjustments made after the expiry of such extension of time.
- 46.6 In case of government of India stops publishing Price Indices of Labour and Wholesale Price Indices as per clause 46.1 above at any time and announces a new series with a linking factor for conversion of index of new series to the old series, regulation of price variation will be done using the indices of new series along with linking factor from the period the indices of old series becomes unavailable. However, if the new series released by the relevant source does not have the linking factor the new series shall be used without use of linking factor and current as well as base indices of new series shall be used from the date, indices of old (contractual) series becomes unavailable.

CLAUSE-47: TAXES, DUTIES AND LEVIES ETC:

- 47.1 All existing customs duty, Import duty, business taxes, sales tax, service tax or works contract tax, Income tax or any other tax or duty or levy such as Octroi, Dharat, Royalty, Terminal tax that may be levied in accordance with laws and regulation in force as on 28 days before the last date of submission of price bid that the Contractor has to pay on the Contractor's Equipment, Plant, materials and supplies (permanent, temporary and consumables) acquired for the purpose of the Contract and for the services performed under the Contract shall be payable by the Contractor, and the Employer shall not entertain any claim in this regard. The rate quoted by the Contractor shall be deemed to be inclusive of all such taxes, duties, levies duties, levies etc. Any statutory variation in the rate of aforesaid taxes if any, during the currency of the Contract including extension thereof shall be to the account of Employer provided the amount thus claimed is not paid under price variation clause 46.
- 47.2 "However, if a new tax or duty or levy, other than those existing on 28 days before the last date of submission of price bid i.e.----- (date to be entered in Agreement) is imposed in India under a statute or law during the currency of the Contract and the Contractor becomes legally liable thereunder to and actually pays the same for bonafide use on the Works contracted, then the Contractor shall immediately inform the Engineer-in-Charge in this regard. The Employer will reimburse the same to the Contractor on production of satisfactory proof of payment, provided that the amount thus claimed is not paid under Price variation clause 46 of General Conditions of the Contract. Changes in the advance tax rates of Income Tax and Sales Tax (Works Contract Tax) payable to appropriate authorities shall not be construed as a change in the rate(s) of taxes and will not be subject to adjustment.

- 47.3 The Contractor's staff and labor will be liable to pay personal income taxes in respect of such of their salaries and wages as are chargeable under the laws and regulations for the time being in force, and the Contractor shall perform such duties in regard to such deductions thereof as may be imposed on him by such laws and regulations.
- 47.4 Provided further that, the contractor shall not be entitled for reimbursement under Sub – clause 47.1 & 47.2 if the changes in the existing tax or duty or levy or imposition of new tax or duty or levy as mentioned in Sub-clause 47.1 & 47.2 pertains to indirect transactions between Contractor and any third party (e.g. Service Tax on Insurance Premium, Taxes/ Duties/ Levies on the cost of inputs/ materials to be incorporated in the Works).

CLAUSE-48 : PAYMENT OF FINAL BILL:

The final bill shall be submitted by the Contractor within one month of the date fixed for completion of the Work or of the date the Certificate of Completion furnished by the Engineer-in-Charge. No further claim in this regard unless as specified herein under shall be entertained. Payment shall be made within 6 months, of the submission of Final bill. If there shall be any dispute about any item or items of the work then the undisputed item or items only shall be paid within the said period of six months. The Contractor shall submit a list of the disputed items within thirty days from the disallowance thereof and if he fails to do so, his claim shall be deemed to have been fully waived and absolutely extinguished. Provided further the Employer shall not be liable to the Contractor for any matter or thing arising out of or in connection with the Contract or execution of the Works, unless the Contractor shall have included a claim in respect thereof in his Final Bill.

CLAUSE-49: OVER PAYMENT AND UNDER PAYMENT:

- 49.1 Whenever any claim whatsoever for the payment of a sum of money to the Employer arises out of or under this Contract against the Contractor, the same may be deducted by the Employer from any sum then due or which at any time thereafter may become due to the Contractor under this Contract and failing that under any other contract with the Employer or from any other sum whatsoever due to the contractor from the Employer or from his security deposit, or he shall pay the claim on demand.
- 49.2 The Employer reserve the right to carry out post- payment audit and technical examination of the final bill including all supporting vouchers, abstracts, etc. The Employer further reserves the right to enforce recovery of any overpayment when detected, notwithstanding the fact that the amount of the final bill may be included by one of the parties as an item of dispute before an arbitrator appointed under clause 55 of this Contract and notwithstanding the fact that the amount of the final bill figures in the arbitration award.
- 49.3 If as a result of such audit and technical examination any overpayment is discovered in respect of any work done by the Contractor or alleged to have been done by him under the Contract, it shall be recovered by the Employer from the Contractor by any or all of the methods prescribed above, and if any under-payment is discovered, the amount shall be duly paid to the Contractor by the Employer .
- 49.4 Provided that the aforesaid right of the Employer to adjust overpayments against amounts due to the Contractor under any other contract with the Employer shall not extend beyond the period of two years from the date of payment of the final bill or in case the final bill is a MINUS bill, from the date the amount payable by the Contractor under the MINUS final bill is communicated to the Contractor.
- 49.5 Any sum of money due and payable to the Contractor (including the security deposit returnable to him) under the Contract may be withheld or retained by way of lien by the Engineer-in-Charge or Employer against any claim of the Employer or such other person or persons in respect of payment of a sum of money arising out of or under any other contract made by the Contractor with the Engineer-in-Charge or Employer or with such other person or persons.

The sum of money so withheld or retained under this clause by the Engineer-in-Charge or Employer will be kept withheld or retained as such by the Engineer-in- Charge or Employer or till his claim arising out of in the same Contract or any other contract is either mutually settled or determined by the arbitrator under Clause 55 hereof , or by the competent court .

CLAUSE-50 : TRAINING OF APPRENTICES:

The Contractor shall, during the currency of the Contract, engage and also ensure engagement by his sub-contractor and other employed by the Contractor in connection with the Works, such number of apprentices and in such categories for such periods as may be required under the Apprenticeship Act 1961 and he shall be responsible for all obligations of the Employer under the aforesaid Act, including the liability to make payment to Apprentices as required under the Act.

CLAUSE-51 : CONTRACT MATTERS TO BE TREATED AS CONFIDENTIAL:

- 51.1 All documents, correspondence, decisions and orders concerning the Contract shall be considered as confidential and/or restricted in nature by the Contractor and he shall not divulge or allow access to them by any unauthorised person.
- 51.2 The Contractor shall take necessary steps to ensure that all persons employed on any work in connection with this Contract have noted that the Indian Official Secret Act, 1923 (XIX of 1923) applies to them and shall continue so to apply even after the execution of such Works under the Contract.

CLAUSE-52 : LAWS GOVERNING THE CONTRACT:

Unless otherwise hereinafter provided, this Contract shall be construed, interpreted and governed by laws of India.

CLAUSE-53 : PROCEDURE FOR CLAIMS :

- 53.1 Except as otherwise provided in any other provision of the Contract, if the Contractor intends to claim any additional payment pursuant to any Clause of these Conditions or otherwise, he shall give notice of his intention to the Engineer, within 28 days after the event giving rise to the claim has first arisen.
- 53.2 Upon the happening of the event referred to in Sub-Clause 53.1, the Contractor shall keep such contemporary records as may reasonably be necessary to support any claim he may subsequently wish to make. Without necessarily admitting the Employer's liability, the Engineer-in-Charge shall, on receipt of a notice under Sub-Clause 53.1, inspect such contemporary records and may instruct the Contractor to keep any further contemporary records as are reasonable and may be material to the claim of which notice has been given. The Contractor shall permit the Engineer-in-Charge to inspect all records kept pursuant to this Sub-Clause and shall supply him with copies thereof as and when the Engineer so instructs.
- 53.3 Within 28 days, or such other reasonable time as may be agreed by the Engineer-in-Charge, of giving notice under Sub-Clause 53.1, the Contractor shall send to the Engineer-in-Charge an account giving detailed particulars of the amount claimed and the grounds upon which the claim is based. Where the event giving rise to the claim has a continuing effect, such account shall be considered to be an interim account and the Contractor shall, at such intervals as the Engineer-in-Charge may reasonably require, send further interim accounts giving the accumulated amount of the claim and any further grounds upon which it is based. In cases where interim accounts are sent to the Engineer-in-Charge, the Contractor shall send a final 'account within 28 days of the end of the effects resulting from the event. The Contractor shall, if required by the Engineer-in-Charge so to do, copy to the Employer all accounts sent to the Engineer-in-Charge pursuant to this Sub-Clause.
- 53.4 The Contractor shall be entitled to have included in any interim payment certified by the Engineer-in-Charge pursuant to Clause 45 such amount in respect of any claim as the Engineer-in-Charge, after due approval of the Employer, may consider due to the Contractor provided that the Contractor has supplied sufficient particulars to enable the Engineer-in-Charge to determine the amount due. If such particulars are insufficient to substantiate the whole of the claim, the Contractor shall be entitled to payment in respect of such part of the claim as such particulars may substantiate to the satisfaction of the Engineer-in-Charge. The Engineer-in-Charge shall notify the Contractor of any determination made under this Sub-Clause.

CLAUSE-54: SUM PAYABLE BY WAY OF COMPENSATION TO BE CONSIDERED AS REASONABLE WITHOUT REFERENCE TO ACTUAL LOSS:

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

CLAUSE-55: ARBITRATION:

55.1 Except as otherwise provided in clause-53.1 above, All questions, dispute or difference in relation to or in connection with the Contract shall be referred for arbitration in the manner provided as under:

- (a) Either of the parties may give to the other a notice in writing of the existence of such question, dispute or difference,
- (b) In case of dispute or difference, such dispute or difference shall be settled in accordance with the Arbitration and conciliation Act, 1996. The arbitral tribunal shall consist of 3 arbitrators one each to be appointed by the Employer and the Contractor. The third Arbitrator shall be chosen by the two Arbitrators so appointed by the Parties and shall act as presiding arbitrator. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus in choosing the presiding Arbitrator within a period of 30 days from the appointment of the arbitrators, the Presiding Arbitrator shall be nominated by the president of the Institution of Engineers (India).
- (c) If one of the parties fails to appoint its arbitrator in pursuance of sub-clause (b) above within 30 days after receipt of the notice of the appointment of its arbitrator by the other party, then in the first instance the Presiding arbitrator shall be nominated by President of the Institution of Engineers (India). A certified copy of the order of the President of the Institution of Engineers (India), making such nomination shall be furnished to each of the parties. This presiding Arbitrator shall then call upon the defaulting party to nominate its arbitrator within 30 days and on his failure to do so shall appoint the Arbitrator since left to be appointed.

55.2 Arbitration proceedings shall be held at Bhopal and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English. The arbitrators award shall be written speaking award.

55.3 The decision of the majority of arbitrators shall prevail. The cost and expenses of Arbitration proceedings will be paid as determined by the arbitral tribunal. However, the expenses incurred by each party in connection with the preparation, presentation etc. of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself.

55.4 Performance under the Contract shall continue during the arbitration proceedings and payments due to the contractor by the owners shall not be withheld, unless they are the subject matter of the arbitration proceedings.

Note: In case of contract with another Public Sector Undertaking/Govt. Department, the above said clause shall stand deleted and the following Arbitration clause shall apply:-

55.1 All questions, disputes or differences arising between the Contractor and the Corporation, in relation to or in connection with the Contract shall be referred to arbitration in the manner provided as under:

In the event of any dispute or difference relating to the interpretation and application of the provisions of the Contract, such dispute or difference shall be referred by either party to the Arbitration of one of the Arbitrators in the Department of Public Enterprises to be nominated by the Secretary to the Government of India in charge of the Bureau of Public Enterprises. The Arbitration and Conciliation Act 1996 shall not be applicable to the arbitration under this clause. The award of the Arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law and Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary/Additional Secretary when so authorised by the Law Secretary whose decision shall bind the parties finally and conclusively. The parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator.

- 55.2 A notice in writing of the existence of question, dispute or difference in relation to, or in connection with the contract shall be served by either party within 90 (Ninety) days of the first occurrence of any event upon which the said question, dispute or difference is based, failing which all rights and claims of the parties under this contract in relation to or in connection with such question, dispute or difference shall be deemed to have been waived off and thus, forfeited and absolutely barred. The decision of the Engineer-in-Charge with regard to the first occurrence of such event for the purpose of reckoning the said period of limitation shall be final and binding.
- 55.3 The arbitrator shall make a speaking award.
- 55.4 The work under this contract shall continue during Arbitration proceedings and no payments due from or payment by the Corporation shall be withheld on account of such proceedings except to the extent which may be in dispute."

CLAUSE 56: BREAKDOWN OF LUMP SUM ITEMS:

For the purposes of statements submitted in accordance with Sub-Clause 45, the Contractor shall submit to the Engineer-in-Charge, a breakdown for each of the lump sum items contained in the Tender. Such breakdowns shall be subject to the approval of the Engineer-in-Charge.

CLAUSE 57 : DEFECTS LIABILITY PERIOD & UNFULFILLED OBLIGATIONS:

The Contract shall not be considered as completed until a Defects Liability Certificate shall have been signed by the Engineer-in-Charge and delivered to the Contractor, stating the date on which the Contractor shall have completed his obligations to execute and complete the Works and remedy any defects therein to the Engineer-in-Charge's satisfaction. The Defects Liability Certificate shall be given by the Engineer-in-Charge within 28 days after the expiration of the Defects Liability Period Notwithstanding the issue of the Defects Liability Certificate the Contractor and the Employer shall remain liable for the fulfillment of any obligation incurred under the provisions of the Contract prior to the issue of the Defects Liability Certificate which remains unperformed at the time such Defects Liability Certificate is issued and, for the purposes of determining the nature and extent of any such obligation, the Contract shall be deemed to remain in force between the parties to the Contract.

CLAUSE 58 : ECOLOGICAL BALANCE:

The Contractor shall be required to ensure that there shall be no indiscriminate felling of trees by him or his labourers or their family members and he will be solely responsible for their acts in this regard. The Contractor shall try to maintain ecological balance by preventing deforestation, water pollution and defacing of natural landscape in the vicinity of work areas. The Contractor shall so conduct his construction operations as to prevent an unnecessary destruction of, scarring or defacing the natural surroundings in the vicinity of the work area. In order to maintain the ecological balance, the Contractor shall specifically observe the following instructions:

- a) Where unnecessary destruction, scarring, damage or defacing may occur as a result of the Contractor's operation, the same shall be repaired, replanted or otherwise corrected at the Contractor's expense. The Contractor will prevent scattering of rocks and other debris outside the work areas. All work areas shall be smoothed and graded in a manner to conform to the natural appearance of the landscape as directed by the Engineer-in-Charge.
- b) All trees and shrubs, which are not specifically required to be cleared or removed for construction purposes, shall be preserved and shall be protected from any damage that may be caused by the Contractor's construction operation and equipment. The removal of trees or shrubs will be permitted only after prior approval by the Engineer-in-charge. Special care shall be exercised where trees or shrubs are exposed to injuries by construction equipment, blasting, and excavating, dumping, chemical damage or other operation and the Contractor shall adequately protect such trees by use of protective barriers or other methods approved by the Engineer-in-Charge. Trees shall not be used for anchorage.
- c) The Contractor's construction activities shall be performed by methods that will prevent entrance or accidental spillage of solid matter contaminants, debris and other objectionable pollutants and wastage into river. Pollutants and wastes shall be disposed of in a manner and at sites approved by the Engineer in-Charge. The Contractor shall fully comply with Water (Prevention and Control of Pollution) Act, 1974 section -33(A).

- d) In the Conduct of construction activities and operation of equipment, the Contractor shall utilise such practicable methods and devices as are reasonably available to control, prevent and otherwise minimize air pollution. The contractor shall fully comply with Air (Prevention and Control of Pollution) Act, 1981 section -31(A).
- e) Burning of materials resulting from clearing of tree, bush, combustible construction materials and rubbish may be permitted only when atmospheric conditions for burning are considered favourable.
- f) The contractor shall be required to prevent flowing of debris and muck in to the river. Necessary retaining structures like walls/crates etc shall be constructed for the purpose. The Contractor shall also stabilize the muck fully i.e. consolidation and compaction of the muck shall be carried out in the muck dumpsites before handing it over to the Employer at the end of construction period.
- g) All the equipment which are likely to generate high noise levels are to be fully equipped (with noise reduction measures) to meet the ambient noise control standards. Except for clause 58 f) no separate payment will be admissible to the Contractor for complying with the provisions of this clause and all costs shall be deemed to have been included in the items mentioned in the Bill of Quantities. The payment for work done to meet the requirement of clause 58 f) shall be made as per provisions of Contract. If any provision(s) is not complied with, within a reasonable time even after issue of a notice in this respect, the necessary operations would be carried out by the Engineer-in-charge at the cost of the Contractor.

59. GENERAL:

Save and except as expressly provided elsewhere in this Contract all costs, expenses, charges and liabilities for the completion of the Works in accordance with the Contract and/or for the due and faithful performance and/or the fulfillment of all of the Contractor's obligations under the Contract including furnishing of bank guarantees to the Employer pursuant to the Contract shall be to the account of and be borne by the Contractor and shall be deemed to be included in the unit rates provided for in the Bill of Quantities and the Employer shall not be liable in any manner whatsoever therefore. Whenever any claim whatsoever for the payment of a sum of money to the Employer arises out of or under this contract against the Contractor, the same may be deducted by the Employer from any sum then due or which at any time thereafter may become due to the Contractor under this Contract and failing, that under any other contract between the Employer and the Contractor or from any other sum whatsoever due to the Contractor from the Employer or from his Security Deposit or he shall pay the claim on demand.

60.0 FRAUD POLICY:

It is expected from the Bidders / Contractors that they will observe the highest standard of ethics during the tendering process and execution of the contract and would adhere to the Corporation Fraud Policy as per ANNEXURE-I

SECTION-V
SPECIAL CONDITIONS OF CONTRACT

SPECIAL CONDITIONS OF CONTRACT

In addition to General conditions of Contract as given in the Section-IV, the following Special Conditions of contract shall also be the part of tender document/Contract and will be binding on both the parties of the Contract, wherever any clause of the Special conditions of contract is contradictory of the General Conditions of contract, Clause of the Special Conditions of contract shall be taken as have been issued in super cession of the General Conditions of contract.

1. **Time is the essence of the contract. The work shall be carried out round the clock in three shifts. However relevant clauses of GCC shall be adhered.**
2. **The progress of work shall be monitor on weekly basis. In case of non achievement of proportionate progress of the work, the work shall be got completed in part or whole through other agency at contractor's risk and cost without any prior intimation or notice.**
3. **For delay of the work, the penalty as per schedule –C shall be levied.**
4. **No price escalation, variation, revision of rates shall be made under this contract.**
5. **Supply of free fuel to workers :** The contractor shall ensure adequate free supply of fuel to each of the workers engaged on the works under the contracts throughout the contract period for their daily needs. The contractor shall also ensure that none of his workers of family members cut any trees in the area of the site failing which contractor shall be held liable for the act of such worker or the family members.
6. **Employment of local labour :** The contractor shall always give preference to the employment of un-skilled labour and workmen from the local submergence area.
7. **Labour laws and Taxation :** The contractor shall adhere all the Indian Labour laws and Act. The contractor shall adhere to provisions of Indian labour laws. The contractor must be well conversant with the various statutory obligations prevailing in the area. The Contractor shall indemnify and keep the operations free from any liability arising out of any statutory provisions. In addition to above, Income Tax, Sales Tax, Octoroi, Royalty, Commercial Tax and cess shall be deducted as per latest guideline of State/Central Government. *As per statutory requirement, agency should have Workmen Compensation policy & Labour Licence etc., before commencement of work.*
8. **Registration with the Labour Commissioner :** The Contractor shall register with the Labour Commissioner and produce registration certificate before signing of agreement.
9. **Statutory Rules and Regulation of Madhya Pradesh :** The contractor shall be well conversant with the statutory rules and regulations as may be prevalent in the State of Madhya Pradesh and contractor shall indemnify and keep the operation free from and against such liabilities.
10. **Law and order :** The contractor will provide suitable conditions and atmosphere and maintain law and order during execution of work.
11. **Safety Codes :**
The contractor shall comply with the provision of relevant I.S. codes (current editions) and shall own liabilities on account of default, if any. The contractor should ensure that local inhabitants or structures falling in the vicinity of work area are not disturbed. Damage, if any occurred due to negligence of the contractor shall be to his account.
12. **Natural Water Sources :** The contractor shall not obstruct or damage any lines of natural or constructed drains without approval of the Engineer-in-Charge.
13. **Quarry for materials required in the construction :** Corporation do not undertake any responsibility to provide any quarry. Contractor shall have to make his own arrangement for the same. All materials required for the completion of work shall have to be brought from outside the work area.
14. **Excavated spoil material :** In case the material excavated is declared spoil it shall be disposed off in private/revenue land at contractor's own cost including cost of disposal land.

15. The progress of work shall be monitored on weekly basis. In case of non achievement of proportionate progress of the work, the work shall be got completed in part or whole through other agency at contractor's risk and cost with express information or notice.
16. If the contractor fails to execute the agreement within the time prescribed in the NIT or abandons the work after executing the agreement, or do not shows the proportionate progress to execute the work within stipulated time period, he shall be debarred from participating in any tender in any Project of NHDC for a period of 2 years from the date of termination of the contract, apart from the action(s) as stipulated in the agreement including these special conditions.
17. **Rate of progress of work :** If for any reason, which does not entitle the Contractor to an extension of time, the rate of progress of the works or any section at any time, in the opinion of Engineer-in-Charge, is too slow to ensure completion by the prescribed time or extended time, the Engineer-in-Charge shall so notify the Contractor in writing and the Contractor shall there upon take such steps as are necessary and the Engineer-in-Charge may approve to expedite the work in original prescribed time or extended time as the case may be. The contractor shall not be entitled to any additional payment for taking such steps. The contractor shall have to show proportionate progress as per construction schedule submitted by the contractor and accepted by the Corporation.
18. **Defect Liability period :-** 12 (Twelve) months from the certified date of final completion of entire work under the contract.
19. Service Tax as applicable shall be reimbursed separately on production of documentary proof of payment.
20. **TAX DEDUCTION AT SOURCE :-** Taxes like Income Tax, Commercial Tax, Building and other Construction Workers Welfare Cess, 1996 and other taxes as applicable shall be deducted at source as per prevalent rates in force and shall have to be borne by the contractor. TDS Certificate shall be issued to the contractor as per prevalent norms.
21. **TAXES, DUTIES AND LEVIES ETC :-** All existing sales tax or any other tax or duty or levy such as Octroi, Dharat, Royalty, Terminal Tax on all materials, that the contractor has to purchase for the performance of the contract shall be payable by the contractor and the corporation will not entertain any claim for compensation whatsoever, in this regard. The rates quoted by the contractor shall be deemed to be inclusive of all such taxes, duties, levies etc. and any increase thereon.
22. As per instruction laid down in the circular of Govt. of M.P. Energy Department bearing No. 66/7800/13/81 dated 05.01.82, the work will be executed by the contractor granted license by Govt. of M.P. in 'A' class only. Contractor will get work carried out by the staff granted permit/capacity/certificated by the Govt. of M.P.
23. In view of security the work of external electrification must be executed with confirming to Indian standard and electricity regulation and license limit of electric establishment must be of 'A' class licensed contractor.
24. The external electrification work shall be executed under the supervision of M.P.P.K.V.V.C.Ltd.
25. The material procured shall be approved by AE/EE of the **M.P.P.K.V.V.C.Ltd.** and earthing, shall be as per **M.P.P.K.V.V.C.Ltd.** drawings and specification.
26. The Contractor shall obtain 'No Objection Certificate' from electrical inspector, Govt. of M.P. by depositing necessary fees on lines and assets and hand over the entire external electrification system executed within the purview of the contract, to the **M.P.P.K.V.V.C.Ltd.** Khargone and produce the necessary certificate in all respects.
27. The term **M.P.P.K.V.V.C.Ltd.** means Madhya Pradesh Paschim Kshetra Vidyut Vitaran Company Ltd.
28. **The material/ equipments shall conform to the relevant technical specification / technical particular of the M.P.P.K.V.V.C.Ltd., Khargone. Randomly selected sample of all line material/ equipment will have to be tested at N.A.B.L. accredited testing Lab at the cost of the contractor shall have to be complied. The test certificates of all**

line material/ equipment shall be produced by the contractor to M.P.P.K.V.V.C.Ltd., before commencement of the work.

29. The contractor shall conduct all the necessary tests and follow all the instructions of M.P.P.K.V.V.C.Ltd., as the supervision of the work shall be conducted by them. Also a certified copy of all the test reports shall be submitted to the Engineer-in-Charge.
30. Electric conductor crossing road shall have proper clearance as per the guidelines and as per the instructions of representative of M.P.P.K.V.V.C.Ltd.
31. All required shutdown from **M.P.P.K.V.V.C.Ltd.** for connection, installation or for any other required work what so ever shall be the responsibility of the contractor.
32. Excavation required for any work of erection of poles, stay, substation or any other work excavation in all type of strata shall be checked/ explored by the contractor before bidding and suitable provision of excavation in all type of strata shall be made in bid, no extra cost/ time is admissible at the time of work execution.
33. All the supervision of work shall be carried out by **M.P.P.K.V.V.C.Ltd.** It is the responsibility of contractor to make suitable arrangement of handing over of the work of **M.P.P.K.V.V.C.Ltd.** after successful completion of the work and handing over note shall be submitted with the office of Engineer-in-charge, NHDC Ltd.
34. The contractor shall adhere all the rules and regulations of Forest Department or any other Govt. Department. The contractor shall obtain requisite permission from Forest Department or any other Govt. Department for execution of work and if any deviations is noticed in adhering rules/ regulations of other Govt. Department, the contractor shall be held responsible for that and any penalty imposed by other Govt. Department shall be borne by the contractor.
35. **Order of precedence :** In the event of any ambiguity or conflict between various sections of the contract document, the following order of precedence shall prevail :
 1. Letter of award.
 2. Special Conditions of Contract.
 3. Technical Specifications.
 4. Specification Drawings.
 5. General Conditions of Contract.
 6. Information & Instructions for tenderer.
36. For compliance of EPF Act, Contractor should submit copy of ECR downloaded from EPFO website, with details of EPF/EPS deducted/deposited in respect of each employee who are engaged for that particular work, along with the bill for payment.
37. Under Ground Railway Crossing :- It is sole responsibility of contractor to get the work completed in all respect under inspection of Railway obtaining necessary drawing/estimate and its approval, depositing/ payment of all types of charges payable to Railway for this work, clearance from electrical safety, inspector, connecting the underground railway crossing with overhead line handing over to Railway/ MPPKV Co. Ltd. for this work all liasionings with all concerned departments is to be done by contractor. NHDC Ltd shall assist as and when/ where required.

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SECTION- VI

**FORMS OF BANK GUARANTEES AND
HYPOTHECATION DEED**

**1. Bid Security Forms
Bank Guarantee**

Date: _____

(Name of Contract)

To: (Name and address of Employer)

WHEREAS (name of Bidder) (hereinafter called "the Bidder") has submitted its Bid dated (date of bid) for the performance of the above-named Contract (hereinafter called "the Bid")

KNOW ALL PERSONS by these present that WE (name of Bank) of (address of bank) (hereinafter called "the Bank"), are bound unto (name of Employer) (hereinafter called "the Employer") for the sum of: (amount), for which payment well and truly to be made to the said Employer, the Bank binds itself, its successors and assigns by these presents.

THE CONDITIONS of this obligation are as follows:

1. If the Bidder withdraws its Bid during the period of bid validity specified by the Bidder in the Bid Form, or adopts corrupt and fraudulent practices.
2. If the Bidder, having been notified of the acceptance of its Bid by the Employer during the period of bid validity
 - a) fails or refuses to sign the Contract Agreement when required, or
 - b) fails or refuses to submit the performance security in accordance with the bidding documents or.
 - c) adopts corrupt or fraudulent practices.

WE undertake to pay to the Employer up to the above amount upon receipt of its first written demand, without the Employer having to substantiate its demand, provided that in its demand the Employer will mention that the amount claimed by it is due, owing to the occurrence of one or both of the two above-named CONDITIONS, and specifying the occurred condition or conditions.

This guarantee will remain in force up to and including (date 90 days after the period of bid validity), and any demand in respect thereof must reach the Bank not later than the above date.

For and on behalf of the Bank

in the capacity of Common Seal of the Bank

NOTE:

"The issuing bank shall write the name of bank's controlling branch/office alongwith contact details like telephone/fax and full correspondence address, in order to get the confirmation of BG from that branch/office, if so required."

2. FORM OF BANK GUARANTEE IN LIEU OF INITIAL SECURITY DEPOSIT

(on Bank's letter head with adhesive stamp)

To

In consideration of the NHDC Limited, NHDC Parisar, Shyamla Hills, Bhopal (M.P.)-462013. (hereinafter referred to as the 'Owner' which expression shall unless repugnant to the context or meaning thereof, called the 'Corporation' which expression shall unless repugnant to the subject or context include its administrators, successors and assigns) having agreed under the terms and conditions of Contract No. _____ dated _____ made between * _____ and the Corporation in connection with _____ (hereinafter called "the said contract") to accept a Deed of Guarantee as herein provided for Rs. _____ from a Nationalised Bank/Scheduled Bank in lieu of the security deposit to be made by the contractor or in lieu of the deduction to be made from the Contractor's bill, for the due fulfillment by the said contractor of the terms and conditions contained in the said contract. We, the _____ Bank (hereinafter referred to as "the said Bank") having our registered office at _____ do hereby undertake and agree to indemnify and keep indemnified the Corporation from time to time to the extent of Rs. _____ (Rupees _____ only) against any loss or damage, costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the Corporation by reason of any breach or breaches by the said contractor of any of the terms and conditions contained in the said Contract and to unconditionally pay the amount claimed by the Corporation on demand and without demur to the extent aforesaid.

2. We _____ Bank, further agree that the Corporation shall be made the sole judge of and as to whether the said contractor has committed any breach or breaches of any of the terms and conditions of the said Contract and the extent of loss, damage, costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the Corporation on account thereof and the decision of the Corporation that the said Contractor has committed such breach or breaches and as to the amount or amounts of loss, damage, costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the Corporation from time to time shall be final and binding on us.

3. We, the said Bank, further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract and till all the dues of the Corporation under the said contract or by virtue of any of the terms and conditions governing the said Contract have been fully paid and its claims satisfied or discharged and till-----certified that the terms and conditions of the said contract have been fully and properly carried out by the said Contractor and accordingly discharges this Guarantee subject, however, that the Corporation shall have no claim under this Guarantee after-----years, from the date of expiry of the Defects Liability Period as provided in the said contract or from the date of cancellation of the said Contract, as the case may be, unless a notice of the claim under this Guarantee has been served on the said Bank before the expiry of the said period of ----- years in which case the same shall be enforceable against the said Bank notwithstanding the fact, that the same is enforced after the expiry of the said period of -----years.

4. The Corporation shall have the fullest liberty without effecting in any way the liability of the said Bank under this Guarantee or Indemnity, from time to time, to vary any of the terms and conditions of the said Contract or to extend time of performance by the said Contractor or to postpone for any time and from time to time any of the powers exercisable by it against the said contractor and either to enforce or forbear from enforcing any of the terms and conditions governing the said contract or securities available to Corporation and the said Bank shall not be released from its liability under these presents by any exercise by the Corporation of the liberty with reference to the matters aforesaid or by reasons of time being given to the said contractor or any other forbearance, act or omission on the part of the Corporation or any indulgence by the Corporation to the said Contractor or of any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of so releasing the said Bank from its such liability.

5. It shall not be necessary for the Corporation to proceed against the said contractor before proceeding against the said Bank and the Guarantee herein contained shall be enforceable against the said Bank, notwithstanding any security which the Corporation may have obtained or obtain from the Contractor shall, at the time when proceedings are taken against the said Bank hereunder, be outstanding or unrealised.

6. We, the said Bank, lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the Corporation in writing and agree that any change in the constitution of the said contractor or the said Bank shall not discharge our liability hereunder. If any further extension of this Guarantee is required the same shall be extended to such required periods on receiving instruction from M/s.-----

on whose behalf this guarantee is issued.

In the presence of:

For and on behalf of the Bank

Witness-----

Bank's common seal.

The above Guarantee is accepted by Corporation.

For and on behalf of Corporation

Signature-----

Name and Designation-----

Date-----

Note:

1. "Bank Guarantee is required to be submitted directly to the Engineer-In-Charge by the issuing bank (on behalf of Contractors/Suppliers) under registered post (A.D.). The Supplier/Contractor can submit an advance copy of Bank Guarantee to the Engineer-In-Charge. However, in case of exceptional circumstances where efficient postal services are not in force, the Bank Guarantee may be submitted by the Contractor/supplier directly to the Engineer-In-Charge and the issuing Bank shall submit an unstamped duplicate copy of Bank Guarantees directly by registered post (A.D.) to the Engineer-In-Charge, with a forwarding letter."
2. "The issuing bank shall write the name of bank's controlling branch/office alongwith contact details like telephone/fax and full correspondence address, in order to get the confirmation of BG from that branch/office, if so required."

3. FORM OF BANK GUARANTEE FOR THE CONVERSION OF CASH AMOUNT OF SECURITY DEPOSIT

(On Bank's letter head with adhesive stamp)

To

We, the-----Bank (hereinafter referred to as "the said Bank") and having our registered office at -----do hereby undertake and agree to indemnify and keep indemnified the NHDC Limited; represented by- -----(hereinafter referred to as "the said Corporation" which expression shall, unless repugnant to the subject or context, include its administrators, successors and assigns), to the extent of Rs.----- (Rupees -----) on behalf of *-----in lieu of an equal cash amount of security deposit deposited by the said contractor and/or deducted by the said corporation from the bills of the said contractor and which the said Corporation has agreed to convert against a bank guarantee as hereunder, under the provisions of Contract No.----- dt.-----which the said contractor has entered into with the said Corporation in connection with the construction of- -----at a total cost of Rs.----- (Rupees-----) (hereinafter called the `said contract').

2. We, the said Bank also do hereby agree to pay unequivocally and unconditionally within 48 hours on demand, in writing, from the said Corporation, of any amount upto and not exceeding Rs._____(Rupees _____) to the said Corporation for any purpose or cause or on any account whatsoever under the provisions of the said contract in which respect the decision of the said Corporation shall be final and binding on us.

3. Provided that it shall not be necessary for the said Corporation to proceed against the said contractor before proceeding against us and the guarantee herein contained shall be enforceable against us, notwithstanding any security which the Corporation may have obtained or obtain from the said contractor shall, at the time when proceedings are taken against us as hereunder, be outstanding or unrealised.

4. We, the said Bank, further agree that this guarantee shall be valid and binding on us upto and including -----and shall not be terminable by notice or any change in the constitution of the said Bank or the said contractor or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations made, given conceded, or agreed with or without our knowledge or consent, by or between the parties to the said contract.

5. We also undertake not to revoke this guarantee during its currency except with the previous consent, in writing, of the said Corporation.

6. Our liability under this guarantee is restricted to Rs.---- -----(Rupees-----). Our guarantee shall remain in force until-----unless a suit or action to enforce a claim under the guarantee is filed against us within six months from that date, all your rights under this guarantee shall be forfeited and we shall be relieved and discharged from all liabilities thereunder:

In the presence of

Witness

Dated this-----day of -----

For and on behalf of the Bank

Bank's common seal

The above Guarantee is accepted by the Corporation

For and on behalf of the Corporation

Signature-----

Name and designation-----

Name of Project/Unit-----

Date-----

Note:

1. "Bank Guarantee is required to be submitted directly to the Engineer-In-Charge by the issuing bank (on behalf of Contractors/Suppliers) under registered post (A.D.). The Supplier/Contractor can submit an advance copy of Bank Guarantee to the Engineer-In-Charge. However, in case of exceptional circumstances where efficient postal services are not in force, the Bank Guarantee may be submitted by the Contractor/supplier directly to the Engineer-In-Charge and the issuing Bank shall submit an unstamped duplicate copy of Bank Guarantees directly by registered post (A.D.) to the Engineer-In-Charge, with a forwarding letter."
2. "The issuing bank shall write the name of bank's controlling branch/office alongwith contact details like telephone/fax and full correspondence address, in order to get the confirmation of BG from that branch/office, if so required."

4. FORM OF BANK GUARANTEE TO SECURE A LUMP SUM ADVANCE

(On Bank's Letter head with Adhesive Stamp)

To

In consideration of the NHDC Ltd., represented by-----

(Name of the Project/Unit)

(hereinafter called the "Corporation" which expression shall unless repugnant to the subject or context include its successors and assigns) having agreed under the terms and conditions of Contract No.----- dated-----made between*----- and the Corporation in connection with----- (hereinafter called the 'said contract') to make at the request of----- (hereinafter called the 'contractor') a lump sum advance of Rs.----- (Rupees----- only) for utilising it for the purpose of the contract on his furnishing a guarantee as herein provided from a Nationalised Bank/Scheduled Bank, we----- Bank (hereinafter referred to as the 'the said Bank') having our registered office at----- do hereby guarantee the due recovery by the Corporation of the said advance with interest thereon as provided, according to terms and conditions of the Contract. If the said contractor fails to utilise the said advance for the purpose of the said contract and/or the said advance together with interest thereon is not fully recovered by the Corporation, we ----- Bank hereby unconditionally and irrevocably undertake to pay to the Corporation on demand and without demur to the extent of the said sum of Rs. ----- (Rupees----- only) any claim made by the Corporation on us for the loss or damage caused or suffered by the Corporation by reason of the Corporation not being able to recover in full the said sum of Rs.----- (Rupees----- only) with interest as aforesaid.

2. We----- Bank further agree that the Corporation shall be sole judge of and as to whether the said Contractor has not utilised the said advance or any part thereof for the purpose of the said contract and the extent of loss or damage caused to or suffered by the Corporation on account of the said advance together with interest not being recovered in full and the decision of the Corporation that the said contractor has not utilised the said advance or any part thereof for the purpose of the said Contract and as to the amount of loss or damage caused to or suffered by the Corporation shall be final and binding on us.

3. We, the said Bank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said contract and till the said advance with interest has been fully recovered and its claim satisfy or discharged and till corporation certifies that the said advance with interest has been fully recovered from the said Contractor, and accordingly shall have no claim under this Guarantee after _____ days/months from the date of satisfactory completion of the said Contract (as per certificate issued by the Corporation) whichever is earlier unless a notice of the claim under this Guarantee has been served on the said Bank before the expiry of the said period of _____ days/months, in which case the same shall be enforceable against the said Bank notwithstanding the fact, that the same is enforced after the expiry of the said period of _____ days/months.

4. The Corporation shall have the fullest liberty without effecting in any way the liability of the Bank under this Guarantee or indemnity, from time to time, to vary any of the terms and conditions of the said contract or the advance or to extend time of performance by the said contractor or to postpone for any time and from time to time any of the powers exercisable by it against the said contractor and either to enforce or forbear from enforcing any of the terms and conditions governing the said contract or the securities available to the Corporation and the said Bank shall not be released from its liability under these presents by any exercise by the Corporation of the liberty with reference to the matters aforesaid or by reason of time being given to the said Contractor or any other forbearance, act or omission on the part of the Corporation or any indulgence by the Corporation to the said contractor or of any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of so releasing the Bank from its such liability.

5. It shall not be necessary for the Corporation to proceed against the Contractor before proceeding against the Bank and the Guarantee herein contained shall be enforceable against the Bank, notwithstanding any security which the Corporation may have obtained or obtain from the contractor shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealised.

6. We the said Bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Corporation in writing and agree that any change in the Constitution of the said Contractor or the said Bank shall not discharge our liability hereunder.

If any further extension of this Guarantee is required the same shall be extended to such required periods on receiving instruction from M/s.-----on whose behalf the guarantee is issued.

Witness-----

Dated-----day of-----

For and on behalf of the Bank

Common seal of the bank

The above Guarantee is accepted by the Corporation

For and on behalf of the Corporation

Signature-----

Name and Designation-----

Date-----

Note:

1. "Bank Guarantee is required to be submitted directly to the Engineer-In-Charge by the issuing bank (on behalf of Contractors/Suppliers) under registered post (A.D.). The Supplier/Contractor can submit an advance copy of Bank Guarantee to the Engineer-In-Charge. However, in case of exceptional circumstances where efficient postal services are not in force, the Bank Guarantee may be submitted by the Contractor/supplier directly to the Engineer-In-Charge and the issuing Bank shall submit an unstamped duplicate copy of Bank Guarantees directly by registered post (A.D.) to the Engineer-In-Charge, with a forwarding letter."

2. "The issuing bank shall write the name of bank's controlling branch/office alongwith contact details like telephone/fax and full correspondence address, in order to get the confirmation of BG from that branch/office, if so required."

5. FORM OF HYPOTHECATION DEED

(On Non-judicial Stamp Paper of Requisite Value)

THIS INDENTURE made this-----day of----- between*-----of the one part and the NHDC Ltd; represented by----- (Name of Project/Unit) hereinafter called "the Corporation" which expression shall unless the context requires otherwise include its successors and assigns of the other part:

WHEREAS under clause-----of the General Conditions of Contract relating the Contract No.----- dated----- entered into between the Corporation and the Contractor, the Contractor has applied to the Corporation for a loan of Rs,----- (Rupees-----only) for plant and equipment described in the Schedule hereto as specifically acquired by the Contractor for the works and brought to site.

AND WHEREAS one of the conditions on which the said loan of Rs.-----is to be granted by the Corporation to the Contractor is that the Contractor shall hypothecate the plant and equipment described in the Schedule hereto in favour of the Corporation as security for the due repayment of the said loan.

AND WHEREAS the contractor has represented that he is the owner of the plant and equipment described in the Schedule hereto and the same is free from encumbrances.

NOW THIS INDENTURE WITNESSETH THAT in pursuance of the said agreement and in consideration of the promises the Contractor do hereby hypothecate, assign and transfer to the Corporation the plant and equipment described in the Schedule hereto, the intent that the same shall remain as security for repayment to the Corporation of the said loan of Rs.-----together with the interest thereon @ _____% per annum.

1. The Contractor hereby agrees, declares and covenants with the Corporation as follows:

- (a) The Contractor shall repay to the Corporation the said loan of Rs.----- (Rupees ----- only) together with interest thereon as aforesaid and agrees that the said loan be recovered by the Corporation by making deductions in the manner provided in clause-----of the General Conditions of Contract and other conditions of the contract from the claims made by the contractor against the Corporation on account of payment.
- (b) The Contractor has paid in full the purchase price of the plant and equipment described in the Schedule hereto and each and every one of them are the absolute property of the Contractor and that the same have not been sold, pledged, mortgaged or transferred or in any way dealt with by the Contractor.
- (c) So long as any amount remains payable to the Corporation by the contractor, in respect of the said loan of Rs.-----the contractor shall not sell, pledge, hypothecate, transfer, part with or in any way deal with the plant and equipment described in the schedule hereto.
- (d) If the said loan of Rs.-----shall not be repaid by the contractor or recovered in the manner described above by the said-----day of -----due to any reason whatsoever or the said Contract has been determined earlier or cancelled or if the Contractor shall sell, pledge, mortgage, transfer, part with or in any way deal with the said plant and equipment or any part thereof or the Contractor or any of the partners is adjudged insolvent or the contract is to be wound up or makes any composition or agreement with its creditors or the contractor shall commit breach of any of the terms and conditions or covenants as herein contained or if any other property whatsoever belonging to the contractor has been sold or attached for a period of not less than 21 days in execution of the decree of any court for payment of money, whole of the said loan of Rs.----- or such part thereof as may have remained unpaid or unrecovered together with interest thereon shall forthwith become due and payable.
- (e) The Corporation may on the happening of any of the events mentioned in the preceding clause(s) or in the event of the said loan or any part thereof becoming due and payable and has not been paid or recovered or cannot be recovered as provided in the said conditions, seize and take possession of the said plant and equipment (and either remain in possession thereof without removing the same or else may remove the same) and sell the said plant and equipment or any of them either by public auction or private contract and may out of the sale proceeds, retain the balance of the said loan and interest thereon remaining unpaid and unrecovered and all cost, charges and expenses and payments incurred or made in maintaining, defending or protecting the rights of the Corporation hereunder and shall pay over the surplus, if any, to the contractor.

- (f) The Contractor shall at all times during the continuance of the security and at the expense of the Contractor insure and keep insured the plant and equipment described in the Schedule hereto for the full value thereof in the joint names of the Contractor and the Corporation with an insurance company to be approved by the Engineer-in-charge against the risk of loss or damage from whatever cause. During the continuance of the security the Contractor shall pay all premia and sums of money necessary for keeping such insurance on foot and the insurance policy and receipts in original for premia paid shall be deposited with the Engineer-in-charge. The Contractor shall assign all his right, title and interest in the policy of the Corporation.
- (g) The Contractor shall not permit or suffer the said plant and equipment or any part thereof to be destroyed or damaged or used or to be used or to deteriorate in a greater degree than it would deteriorate by reasonable wear and tear thereof in the performance of the Contract.
- (h) In the event of any damage or loss happening to the said plant and equipment or any part thereof from whatever cause, the Contractor shall forthwith have the same repaired or replaced as the case may be or arrange for payment of the entire amount recovered or to be recovered from the insurance company to the corporation towards the payment of the said loan of Rs._____.

2. Upon repayment of recovery in full of the amount secured on account of this hypothecation deed the said plant and equipment secured hereunder shall stand released from hypothecation but this is without prejudice to the right of the Corporation under any other Conditions of the Contract.

SCHEDULE ABOVE REFERRED TO

SL.NO	Particulars of plant and equipment	Nos.	Purchase price/price considered reasonable by Engineer-in-Charge	Total price	Advance (90% for new machinery only)
1	2	3	4	5	6

IN WITNESS WHEREOF the parties hereto have executed these present on the day and year first above written.

Signed and delivered by the

Signed by Shri

Within named-----

(Name & Designation)

For and on behalf of the Contractor

For and on behalf of Corporation

In the presence of

In the presence of

(1) -----

(1)-----

(2)-----

(2)-----

(Name of Project/ Unit)

6. FORM OF BANK GUARANTEE FOR REMOVAL OF TOOLS AND EQUIPMENT FROM THE SITE

(On Bank's letter head with Adhesive Stamp)

To

In consideration of the NHDC Ltd; represented by.....(hereinafter called "the Owner" which expression shall unless repugnant to the subject or context include its successors and assigns) having agreed under the terms and conditions of Contract No.....dated.....made between.....and the Corporation (Owner) in connection with.....(hereinafter called "the said Contract") to permit the Contractor to remove the plant and equipment mentioned in the Schedule hereto hypothecated to the Owner as security against a loan of Rs.....with interest as provided in the Contract granted to the Contractor by the Owner from the site to any other works of the Contractor on his furnishing an acceptable Bank Guarantee, we theBank (hereinafter referred to as "the said Bank") and having our registered office at.....do hereby undertake and agree to indemnify and keep indemnified the Owner from time to time to the extent of Rs.....(Rupees.....only) against any loss or damage, costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the Owner by reason of the Contractor failing to bring back to the site the said plant and equipment or any part thereof and to unconditionally pay the amount claimed by the Owner on demand and without demur to the extent aforesaid.

2. We.....Bank further agree that the Owner shall be the sole judge of and as to whether the said contractor has failed to bring the said plant and equipment or any part thereof back to the site and the extent of loss, damage, costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the Owner on account thereof and the decision of the Owner that the said Contractor has so failed and as to the amount or amounts of loss, damage, costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the Owner from time to time shall be final and binding on us.

3. We, the said Bank further agree that the Guarantee herein contained shall remain in full force and effect till the Owner certifies that the said plant and equipment have been brought back to the site or the said loan of Rs.....with interest has been repaid to the Owner in full, and accordingly discharges this Guarantee subject, however, that the Owner shall have no claim under this Guarantee after.....years of the date of completion of the Contract or from the date of cancellation of the said Contract, as the case may be unless a notice of the claim under this Guarantee has been served on the Bank before the expiry of the said period of.....years in which case the same shall be enforceable against the Bank notwithstanding the fact that the same is enforced after the expiry of the said period of.....years.

4. The Owner shall have the fullest liberty without effecting in any way the liability of the Bank under this Guarantee or Indemnity, from time to time, to vary any of the terms and conditions of the said Contract or the loan or to extend time of performance by the said Contractor or to postpone for any time and from time to time any of the powers exercisable by it against the said Contractor and either to enforce or forbear from enforcing any of the terms and conditions governing the said contract or securities as available to the Owner and the said Bank shall not be released from its liability under these presents by any exercise by the Owner of the liberty with reference to the matters aforesaid or by reason of time being given to the said Contractor or any other forbearance, act or omission on the part of the Owner or any indulgence by the Owner to the said Contractor or of any matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of so releasing the Bank from its such liability.

5. It shall not be necessary for the Owner to proceed against the Contractor before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any security which the Owner may have obtained or obtain from the Contractor shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealised.

6. We, the said Bank, lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the Owner, in writing and agree that any change in the Constitution of the said Contractor or of the said Bank shall not discharge our liability hereunder.

Witness..... For and on behalf of the Bank
Common Seal of Bank

Dated this.....day of.....

The above Guarantee is accepted by the
Corporation
Signature.....
Name and Designation.....
Dated.....

Note:

1. "Bank Guarantee is required to be submitted directly to the Engineer-In-Charge by the issuing bank (on behalf of Contractors/Suppliers) under registered post (A.D.). The Supplier/Contractor can submit an advance copy of Bank Guarantee to the Engineer-In-Charge. However, in case of exceptional circumstances where efficient postal services are not in force, the Bank Guarantee may be submitted by the Contractor/supplier directly to the Engineer-In-Charge and the issuing Bank shall submit an unstamped duplicate copy of Bank Guarantees directly by registered post (A.D.) to the Engineer-In-Charge, with a forwarding letter."
3. "The issuing bank shall write the name of bank's controlling branch/office alongwith contact details like telephone/fax and full correspondence address, in order to get the confirmation of BG from that branch/office, if so required."

*NOTE:

**INSERT ONE OF THE FOLLOWING SENTENCES WHICHEVER IS APPROPRIATE.
FOR PROPRIETARY CONCERNS**

Shri.....son of.....resident of.....carrying on business under the name and style of----- at.....(hereinafter called "the said Contractor" which expression shall unless the context requires otherwise include his heirs, executors, administrators and legal representatives).

**OR
FOR PARTNERSHIP CONCERNS**

M/s-----, a partnership firm with its office at -----(hereinafter called "the said Contractor" which expression shall unless the context requires otherwise include their respective heirs, executors, administrators and legal representatives); the name of partners being

(i)Shri-----s/o-----

(ii)Shri-----s/o-----etc.

**OR
FOR COMPANIES**

M/s-----a company registered under the Companies Act, 1956, and having its registered office at----- in the state of----- (hereinafter called "the said contractor" which expression shall unless the context requires otherwise include its administrators, successors and assigns).

SECTION – VII
TECHNICAL SPECIFICATION

TECHNICAL SPECIFICATIONS

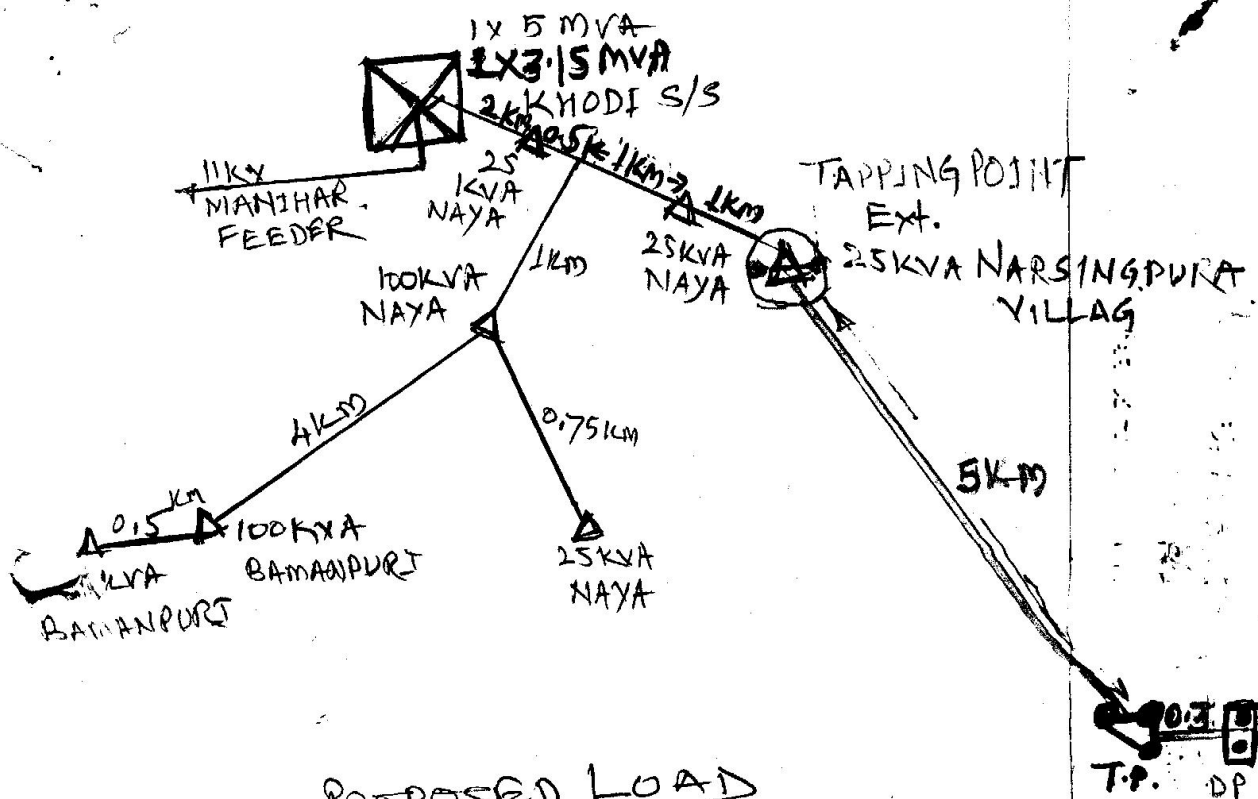
A. BRIEF DESCRIPTION :

So many villages are coming under submergence due to construction of Omkareshwar dam over river Narmada. The work for which tenders are called, are to be carried out External electrification work at resettlement site Sirlay under OSP, under Supervision of M.P.P.K.V.V.Co.Ltd. O&M Division, Barwaha district Khargone (M.P.).

B. TECHNICAL SPECIFICATION :

All works shall be carried out as per specification of M.P.P.K.V.V.Co.Ltd. and latest I.S. specifications, with up to date amendments.

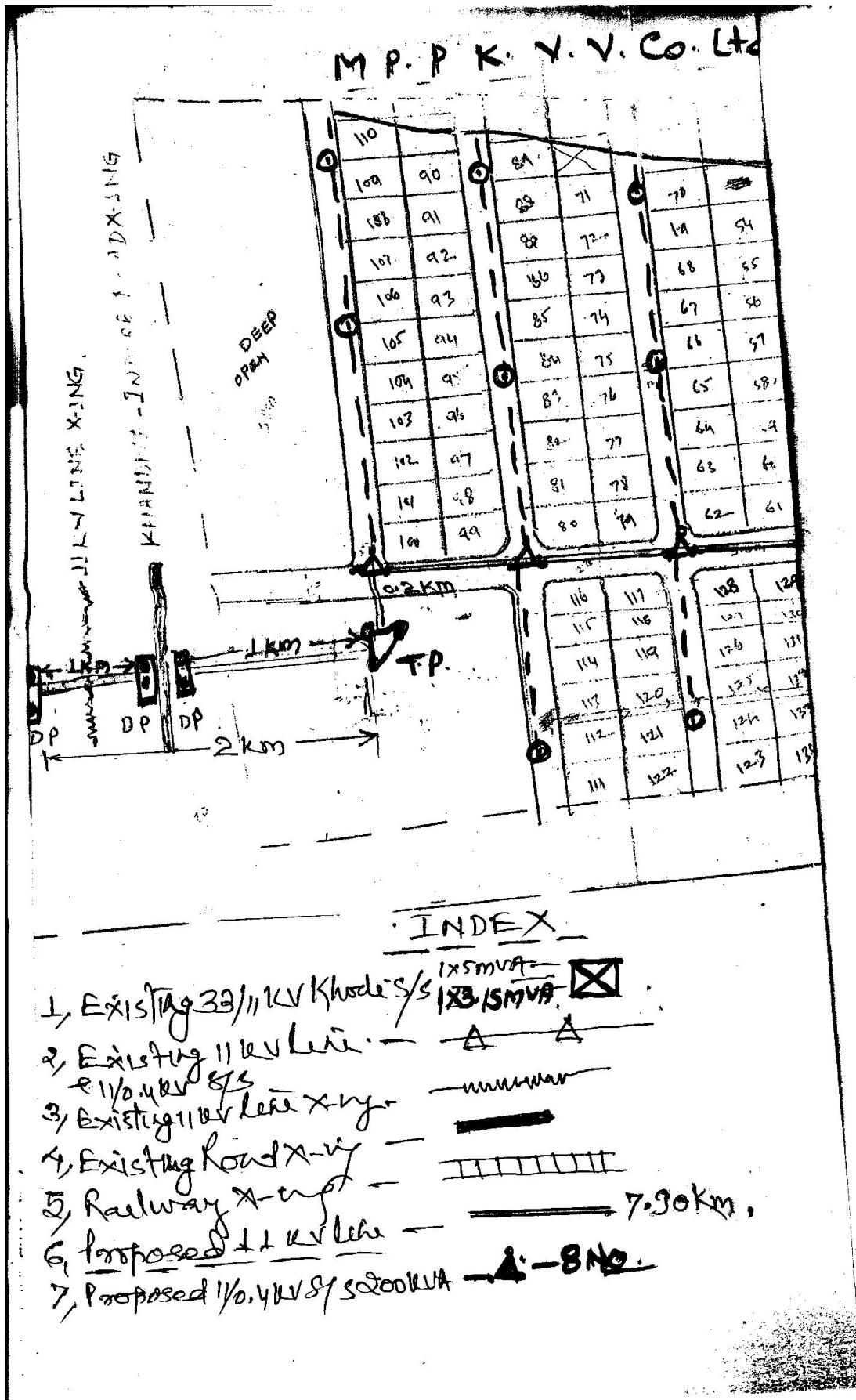
SECTION – VIII
TENDER DRAWINGS



PROPOSED LOAD

1, Nos of Plots (Load)	-	170 x 5KW	-	850KW
2, W/W 2 NB @ 15KW	-	-	-	30KW
3, STREET LIGHT	-	-	-	20KW
4, EMENITIES	-	-	-	30KW
5, OTHERS	-	-	-	20KW

Proposed Total load - 950KW.



BARWAH (C&M) D.M.

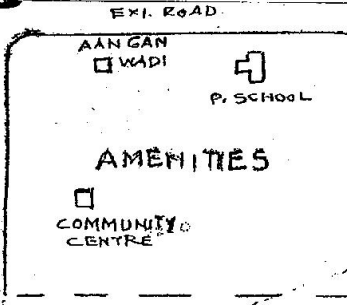
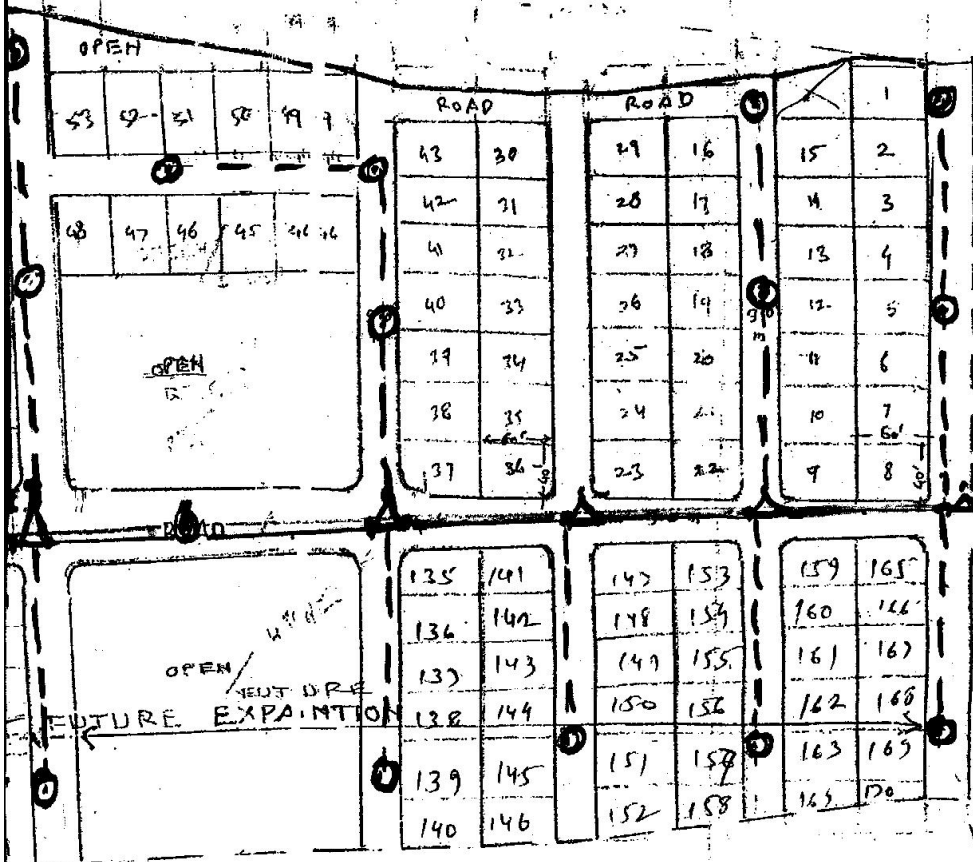


पुनर्वास रकम वितरण

प्लॉट नं. 134

40' x 60' प्लॉट

SCALE: 1 CM = 10 M



37/54
Sr Manager (C&M)

135/136
m

135/136
+ 11/16

- 8 Post. 3PSWAT line — 0...0...0 — 1.20km
- 9 Post 11KV T.P. — — 2 No. On H-Beam
- 10 Post 11KV D.P. — — 2 No Road X-119, 2 on H-Beam, 2 No Railway X-119.
- 11 Post 11KV line DP for 5km line — 4 No On Recipde.

EXECUTIVE ENGINEER (O&M)
M.P.P.K.V.Co.Ltd, BARWAHA

Assistant Engineer (O & M)
M.P.P.K.V.Co.Ltd, BARWAHA

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