



NTPC TAMILNADU ENERGY COMPANY LIMITED
(A Joint Venture of NTPC Ltd. & TNEB)

VALLUR THERMAL POWER PROJECT

CHENNAI

AMENDMENT / ERRATA

(for clause No - 56 Arbitration)

TO

GENERAL CONDITIONS OF CONTRACT

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AMENDMENT / ERRATA
(for clause No - 56 Arbitration)
TO
GENERAL CONDITIONS OF CONTRACT

The existing Clause - 56 (Arbitration) of GCC of NTECL shall be Replaced with the following:

56. SETTLEMENT OF DISPUTES BY MEANS OF CONCILIATION AND ARBITRATION

56. A. SETTLEMENT OF DISPUTES BY MEANS OF CONCILIATION

CONCILIATION

1.0.0 Resolution of Dispute through Conciliation:

The parties if fail to resolve any dispute or difference arising out of this Contract, by good faith, discussions, the dispute if the parties agree, may be referred to Conciliation in cases involving disputed amount upto Rs 250 crores, which is to be arrived at considering the claim and counter claim of the parties to the dispute.

1.1.0 Invitation for conciliation:-

1.1.1 A party shall notify the other party in writing about such a dispute it wishes to refer for conciliation. Such Invitation for conciliation shall contain sufficient information as to the dispute to enable the other party to be fully informed as to the nature of the dispute, amount of the monetary claim, if any, and apparent cause of action.

1.1.2 Conciliation proceedings commence when the other party accepts the invitation to 'conciliate' and if the other party rejects the invitation, there will be no conciliation proceedings.

1.1.3 If the party initiating conciliation does not receive a reply within thirty days from the date on which it sends the invitation, or within such other period of time as specified in the invitation, it shall treat this as a rejection of the invitation to conciliate from the other party.

1.2 Conciliation through Expert Settlement Council (ESC):

1.2.1 Where Invitation for conciliation has been furnished under Article 1.1, the parties shall attempt to settle such dispute through **Expert Settlement Council (ESC)** which shall be constituted by Chairman, NTECL.

1.2.2 ESC will be formed from experts comprise of three members from the panel of conciliators maintained by NTECL. However, there will be single member ESC for disputes involving claim and counter claim (if any) upto Rs 1 crore Chairman, NTECL will have authority to reconstitute an ESC to fill any vacancy.

1.2.3 The eligible persons for consideration for empanelment in the panel of conciliators shall be amongst Retired Civil Servants of Govt. of India not below the rank of Additional Secretary, Retired Judges, Retired Directors/Chairman of any Maharatna / Navratna company in India other than NTPC Ltd / NTECL / TANGEDCO, Retired Independent Directors who have served on the Board of any Maharatna / Navratna company in India other than NTPC Ltd / NTECL / TANGEDCO and Independent experts in their respective fields preferably registered with the Indian Council of Arbitration or Delhi International Arbitration Centre or Federation of Indian Chambers of Commerce and Industry or SCOPE Arbitration Forum.

1.2.4 Proceedings before ESC:

a) The claimant shall submit its statement of claims along with relevant documents to ESC members, and to the party(s) indicated in the appointment letter of ESC within 30 days of the issue of the said appointment letter. The respondent shall file its reply and counter claim (if any) within 30 days of the receipt of the statement of claims. Parties may file their rejoinder/additional documents, if any in support of their claim/counterclaim within next 15 days. No documents shall be allowed thereafter, except with the permission of ESC.

b) The parties shall file their claim and counterclaim in the following format:

STATEMENT OF CLAIM(S) / COUNTER CLAIM(S)

1. Chronology of the dispute
2. Brief of the contract
3. Brief history of the dispute
4. Issues

S. No	Description of Claims/Counterclaims	Amount (in foreign currency / INR)	Relevant Contract Clause

5. Details of claims /Counter Claims
6. Basis/Ground of Claim/Counter Claim along with relevant clause of contract
Statement of claims shall be restricted to maximum limit of 20 pages.

c) In case of 3 members ESC, 2 members will constitute a valid quorum and the meeting can take place to proceed in the matter after seeking consent from the member who is not available. However, ESC recommendations will be signed by all the members.

d) The parties shall be represented by their in house employees. No party shall be allowed to bring any advocate of outside consultant/advisor/agent to contest on their behalf. NTECL's case in the ESC will be presented by an executive at the

level not below AGM and shall be nominated by Head of Project. Ex. officers of NTPC / NTECL / TANGEDCO who have handled the disputed matter in any capacity will not be allowed to attend and present the case before ESC on behalf of contractor. However, ex employees of parties may represents their respective organizations. Parties shall not claim any interest on claims/counter-claims from the date of notice invoking conciliation till execution of settlement agreement, if so arrived at. In case, parties are unable to reach a settlement, no interest shall be claimed by either party for the period from the date of notice invoking conciliation till the date of ESC recommendations and 30 days thereafter in any further proceeding.

- e) ESC will conclude its proceedings in maximum 10 meetings, and give its recommendations within 90 days of its first meeting. ESC will give its recommendations to both the parties recommending possible terms of settlement. Chairman, NTECL may extend the time/number of meetings, in exceptional cases, if ESC requests for the same with sufficient reasons.
- f) The venue of the ESC meeting shall be at conference room of NTECL, Chennai. If based on the requirements it can be at any place in Chennai as per the convenience of both the parties. All the expenditure incurred in ESC proceedings shall be shared by the parties in equal proportion.

1.2.5 The Fees & facilities to the members of the ESC shall be as detailed below in clause No. 2.2.C.

1.2.6 If decision of NTECL is acceptable to the contractor, a Settlement Agreement under section 73 of the Arbitration and Conciliation Act 1996 will be signed within 15 days of contractors acceptance and same shall be authenticated by all the ESC members. Parties are free to terminate conciliation proceedings at any stage as provided under the Arbitration and Conciliation Act 1996.

1.2.7 The parties shall keep confidential all matters relating to the conciliation proceedings. Parties shall not rely upon them as evidence in arbitration proceedings or court proceedings

1.2.8 If the Contractor has not consented for Conciliation through ESC, then dispute can refer to Arbitration.

2.0.0 Constitution of Expert Settlement Council (ESC) for resolution of Post Contractual issues/disputes with Contractors

1.0 Conciliation is a confidential, voluntary and private dispute resolution process in which a neutral person helps the parties to reach a "negotiated settlement".

2.0 Conciliation for commercial disputes was introduced in India for the first time in "The Arbitration and Conciliation Act, 1996". Part-III (Section 61 to 81) of the Act deals with conciliation of disputes and it provides a legal framework to encourage voluntary conciliation of disputes arising out of legal relationship connected with commercial contracts without observing too much of procedural laws like Evidence

Act, 1872 or the Code of Civil Procedure, 1908. This is cost effective and expeditious.

A. COMPETENT AUTHORITY TO ACCEPT THE RECOMMENDATION OF EXPERT SETTLEMENT COUNCIL (ESC) :

The recommendation of the Expert Settlement Council(ESC) shall be placed before the competent authority for acceptance/approval:

- a) Settlement up to Rs.15 Cr - Executive Committee on Dispute Resolution (ECDR) consisting of Chairman, NTECL and 2 Directors.
- b) Settlement above Rs.15 Cr - Board of NTECL through Committee on Dispute Resolution (CoDR). The Board of NTECL has to constitute a Committee for resolution of disputes above Rs. 15 Crore.

B. METHODOLOGY:

Submission of proposal for Expert Settlement Council (ESC)

1. Conciliation through ESC will be resorted in cases involving disputed amount up to Rs.250 Crores only. The disputed amount will be arrived at by considering the amount of claim and counter-claim of the parties whichever is higher.
2. Claimant shall give notice for conciliation to the other party, clearly mentioning out the points of dispute and the amount claimed with documents in support of the claim and the party concerned shall not raise any issue thereafter.
3. NTECL shall nominate an executive at the level not below AGM as Nodal Officer for dealing with ESC cases. Nodal Officer shall get the notice for conciliation examined in consultation with local Legal Dept. If the claim amount and the counter claim amount is up to Rs. 250 Crores, the claims will be examined on merits and the Nodal Officer will submit a proposal containing Engineer-in-Charge's (EIC) recommendations to local Law Department as per Annexure - IIA within 15 days of receipt of the notice from the contractor clearly bringing out the recommendations of the Project/Office on the desirability of referring the case to ESC.
4. The Legal Department will submit the proposal to Chairman, NTECL, through Head of Project, within 10 days of receipt of recommendations from the Nodal officer.

Constitution of ESC

5. Chairman, NTECL will have the sole discretion to constitute ESC. The ESC will be formed from experts comprise of three members from a Panel of Conciliators. However, there will be a single member ESC for disputes involving a claim and counter claim (if any) up to Rs 1 Crore. Chairman, NTECL, will have authority to reconstitute an ESC to fill any vacancy.
6. Upon constitution of the ESC by Chairman, NTECL, HOP (Head of Project) will issue the appointment letters to ESC members and inform the same to the parties concerned.

7. NTECL shall prepare and maintain list of Panel of Conciliators, with the approval of two Directors of NTECL & Chairman, NTECL.
8. The following persons are eligible for empanelment in the panel of Conciliators
 - a. Retired Civil Servants of Govt. of India not below the rank of Additional Secretary,
 - b. Retired Judges,
 - c. Retired Directors/Chairman of any Maharatna/ Navratna company in India other than NTPC Ltd / NTECL / TANGEDCO.
 - d. Retired Independent Directors who have served on the Board of any Maharatna / Navratna company in India other than NTPC Ltd / NTECL / TANGEDCO
 - e. Independent experts in their respective fields preferably registered with the Indian Council of Arbitration or Delhi International Arbitration Centre or Federation of Indian Chambers of Commerce and Industry or SCOPE Arbitration Forum.
9. In preparing the Panel of Conciliators due care shall be given to secure the appointment of independent and impartial conciliators who are neither employees nor Consultants nor Professionals or Advisors of NTECL / NTPC / TANGEDCO and also subsidiaries and joint ventures of NTPC.
10. A person shall be empanelled as a conciliator only after obtaining his consent to be so empanelled .
11. The Panel of Conciliators shall contain an Annexure , giving details of the qualifications of the Conciliator and his professional or technical experience and qualifications.
12. When a person is approached in connection with his possible appointment as Conciliator, he shall disclose any circumstances likely to give rise to justifiable doubts as to his impartiality or independence. A Conciliator, from the time of his appointment and throughout the conciliation proceedings, shall without delay disclose any such circumstances to the Parties unless they have already been informed of such circumstances. Such person shall not act or continue to act as Conciliator if a party objects to his so acting or continuing to act. Such circumstances shall include:
 - a. An interest in or connection with the subject matter of the dispute;
 - b. A relationship with a party or his representative, including a relationship of lawyer and client.
13. An appointment on the panel of Conciliators shall be for a period of 3 years from the date of appointment. Such period may be extended or curtailed at the discretion of Chairman, NTECL. The panel shall be reviewed on year to year basis by the Chairman, NTECL.
14. A person shall not cease to act as Conciliator in an existing ESC by virtue only of ceasing to be on the Panel of Conciliators.

15. The following persons shall be disqualified for being empanelled as Conciliators:-
 - a. A person who has been declared insolvent
 - b. A person against whom criminal charges involving moral turpitude are framed by a criminal court and the same are pending for final disposal
 - c. A person who has been convicted by a criminal court for an offence involving moral turpitude
 - d. A person against whom disciplinary proceedings initiated by the appropriate disciplinary authority are pending or have resulted in the imposition of a punishment .
 - e. A person in the Panel of Conciliators shall not be entitled to any monetary benefits or remuneration or fees or other facilities only by virtue of his name being in the Panel of Conciliators
16. The ESC members shall give a declaration of independence and impartiality (in the format at Annexure-II/C to both the parties before the commencement of the ESC proceedings. In case if it is found at any time that an ESC member indulges in acts of partiality during ESC proceedings assigned to them or gives false declaration to NTECL his empanelment shall be cancelled and shall be uploaded on NTECL website and the notification shall be brought in to notice of NTPC & other Maharatna / Navratna PSU's .

ROLE OF THE ESC

17. The ESC shall act as honest interlocutor and facilitator of a settlement by the Parties of their disputes. To this end the ESC shall encourage the Parties to meet and discuss amongst themselves the possible solutions.
18. The ESC may express its views on the merits of the dispute and/or of the defence thereto by a party, provided that the ESC shall on no count be entitled to impose its Will on the Parties or on a party or determines or decides any matter or dispute between the Parties.
19. The ESC may suggest to the Parties or any of them for their consideration the possible terms of a proposal for a settlement.
20. The ESC shall be guided by the principles of objectivity, fairness and justice and shall assist the Parties in an independent, impartial and dignified manner to reach an amicable settlement of the dispute.
21. The ESC may meet or communicate with Parties together or with each of them separately.

Proceedings before ESC

22. The claimant shall submit its statement of claims to ESC members, and to the party(s) prescribed in the appointment letter of ESC within 30 days of the issue of the said appointment letter. The claims shall be raised as per the format at Annexure II/D.

23. The respondent shall file its reply and counter claim (if any) within 30 days of the receipt of the statement of claims. (as per aforesaid Format at Annexure II/D)
24. Parties may file their rejoinder/additional documents, if any in support of their claim/counter claim within next 15 days. No documents shall be allowed thereafter, except with the permission of ESC.
25. ESC will commence its meetings only after completion of the pleadings.
26. In case of 3 members ESC, 2 members will constitute a valid quorum and the meeting can take place to proceed in the matter after seeking consent from the member who is not available. If necessary video conferencing may be arranged. However, ESC recommendations will be signed by all Members. Further, efforts must be made for unanimous recommendations.
27. The parties shall be represented by their in-house employees/executives. NTECL's case in the ESC will be presented by an executive at the level not below AGM and shall be nominated by Head of Project. No party shall be allowed to bring any advocate or outside consultant/advisor/agent to contest on their behalf. Ex-officers of NTPC / NTECL / TANGEDCO who have handled the disputed matter in any capacity will not be allowed to attend and present the case before ESC on behalf of Contractor. However, ex-employees of parties may represent their respective organizations.
28. NTECL's case in the ESC will be presented by an executive at the level not below AGM and shall be nominated by Project Head of NTECL.
29. Solicitation or any attempt to bring influence of any kind on either ESC Members or NTECL is completely prohibited in conciliation proceedings and NTECL reserves the absolute right to close the conciliation proceedings at its sole discretion if it apprehends any kind of such attempt made by the Contractor or its representatives.
30. Parties agree to rely only upon documentary evidence in support of their claims and not to bring any oral evidence in the ESC proceedings.
31. ESC will give full opportunity of hearing to the parties before giving its recommendations.
32. ESC will conclude its proceedings in maximum 10 meetings, and give its recommendations within 90 days of its first meeting. ESC will give its recommendations to both the parties recommending possible terms of settlement. Chairman, NTECL may extend the time/ number of meetings, in exceptional cases, if ESC requests for the same with sufficient reasons.
33. ESC will give its feedback on the ESC proceedings in prescribed Format along with its Recommendation to NTECL. (Format at Annexure-II/E). The recommendations submitted by ESC shall be item-wise/ issue-wise, which are speaking and duly supported with cogent reasons so as to arrive upon fair decision by the Competent Authority.

34. ESC members will be paid fees and provided facilities as detailed in para- C below, title 'Fees & facilities to the members of the ESC' subject to revision by NTECL from time to time and subject to Government guidelines on austerity measures, if any.
35. The venue of the ESC meeting shall be at Conference room of NTECL, Chennai. If based on the requirements it can be at any place in Chennai as per the convenience of both the parties.
36. All the expenditure incurred in the ESC proceedings shall be shared by the parties in equal proportion. The parties shall maintain account of expenditure and present to the other for the purpose of sharing on conclusion of the ESC proceedings.
37. Parties shall not claim any interest on claims/counterclaims from the date of notice invoking conciliation till execution of settlement agreement, if so arrived at. In case, parties are unable to reach a settlement, no interest shall be claimed by either party for the period from the date of notice invoking conciliation till the date of ESC recommendations and 30 days thereafter in any further proceeding.
38. Legally, parties are under no obligation to refer a dispute to conciliation or continue with conciliation proceedings. Parties are free to terminate the conciliation proceedings at any stage as provided under The Arbitration and Conciliation Act, 1996.

Actions after ESC Recommendations

39. Parties may decide to accept or not to accept the recommendations of ESC. Parties are at liberty to accept the ESC recommendation with any modification they may deem fit
40. The contractor shall give its response to NTECL within 7 days of receiving ESC Recommendation. If the recommendations are not acceptable to the contractor, the Nodal Officer will bring the same to the notice of Chairman, NTECL through Legal department & Head of Project.
41. If the Recommendations are acceptable to the contractor partly or fully, the Nodal Officer will submit an executive summary and chronology of the cases and Track Record of the contractor (as per the format at Annexure - II/G) along with the relevant documents to local Law Department within 15 days of the ESC Recommendations.
42. The Law section of HR Dept., NTECL shall submit draft Agenda for approval through Head of Project for decision of Executive Committee on Dispute Resolution (ECDR), if amount is upto 15 crore and if the amount is above 15 crore , for decision of Board, within 15 days of the receipt of the documents complete in all respect, from the Nodal Officer. The Agenda on the ESC Recommendations will not contain recommendations of the Nodal Officers.

43. Nodal Officer shall communicate the decision of NTECL to the contractor. If decision of NTECL is acceptable to the contractor, a settlement agreement under Section 73 of the Arbitration and Conciliation Act, 1996 & its amendments from time to time will be signed within 15 days of contractors acceptance and same shall be authenticated by all the ESC Members.
44. The parties shall keep confidential all matters relating to the conciliation proceedings including minutes of ESC meeting and Recommendations of ESC. Parties shall not rely upon them as evidence in any arbitration/court proceeding. Confidentiality extends also to the settlement agreement, except where its disclosure is necessary for purposes of implementation and enforcement (As per clause 75 of The Act). The confidentiality shall not apply, however, to disclosures made by NTECL to Government of India or its authorities/ statutory authorities, if required.
45. Subject to terms and conditions contained in the above paras, the provisions of the Part-III of The Arbitration and Conciliation Act, 1996 & its amendments from time to time shall be applicable to the conciliation proceedings and the parties and the ESC members shall be bound by the same.

C. Fees & facilities to the members of the ESC

The cost of conciliation proceedings including but not limited to fees for Conciliator, Airfare, Local transport, Accommodation, cost towards conference facility etc shall be as provided herein below:

No	Fees /facility	Entitlement
1	Fees	Rs. 20,000 per meeting. In addition each Conciliator to be paid Rs 10,000/-for attending meeting to authenticate the settlement agreement. - max. of Rs. 2,10,000 per case per Conciliator.
2	Secretarial Expenses	Rs. 10,000 lump sum (to 1 member only).
3	Transportation in the city of the meeting	By car with a limit of Rs. 2,000 per day
4	Venue for meeting	NTECL conference room, Chennai. If based on the requirements it can be at any place in Chennai as per the convenience of both the parties.

Facilities to be provided to the Out stationed member

No	Fees /facility	Entitlement
5	Travel from the city of residence to the city of meeting	Economy class air tickets/ first class AC train tickets/ Luxury car/ reimbursement of actual fare.
6	Transport to and fro airport / railway station in the city of residence	Actual fare with limit of Rs. 3,000
7	Stay for out stationed members	As per entitlement of Directors of NTECL
8	Transport in the city of meeting	Actual fare with limit of Rs. 2000 per day

Aforesaid fees is subject to revision by NTECL from time to time and subject to government guidelines on austerity measures, if any. All the expenditure incurred in the ESC proceedings shall be shared by the parties in equal proportions. The Parties shall maintain the account of expenditure and present to the other for the purpose of sharing on conclusion of the ESC proceedings.

D. TERMINATION OF CONCILIATION PROCEEDINGS

The conciliation proceedings are terminated on the occurrence of any one of the following:

- a. On the date of the signing of the Settlement Agreement by the Parties.
- b. On the date of written declaration by the ESC, after consulting with the Parties that no further efforts at Conciliation are justified.
- c. On the date of written declaration of a Party to the other Party and the ESC, if appointed, to the effect that the conciliation proceedings are terminated.
- d. On the expiration of any time set for the completion of conciliation proceedings, or any extension thereof by the Parties.
- e. On the non-payment of deposit by a Party as required to be made under these Rules.
- f. On the failure of a Party to appoint a Conciliator to constitute the ESC in accordance with these Rules.

E. PERSONAL EXEMPTION OF CONCILIATORS

A Conciliator shall neither be held liable for anything done or omitted to be done by him during the course of conciliation proceedings in civil or criminal action nor shall he be summoned by any Party as witness in any arbitration or Judicial proceedings in regard to any information received or action taken by him or in respect of or during the course of conciliation proceedings. No Conciliator shall be engaged by the parties in any arbitral or judicial proceedings in respect of a dispute which is the subject matter of the conciliation proceedings.

56. B. SETTLEMENT OF DISPUTES BY MEANS OF ARBITRATION.

ARBITRATION

- 1.0. Except where otherwise provided for in the contract all questions and disputes relating to the meaning of the specifications, designs, drawings and instructions herein before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, designs drawings, specifications, estimates, instructions, orders or these conditions of otherwise concerning the works, or the execution or failure to execute the same whether arising during the progress of the work or after the completion or abandonment thereof shall be referred to the sole arbitration of **Independent person** appointed by the **Chairman, NTECL**.

- 2.0 The Arbitrator to whom the matter is originally referred being vacating his office or being unable to act for any reason as aforesaid at the time of such vacation of office or inability to act, Chairman, NTECL shall appoint another person to act as arbitrator in accordance with the terms of the Contract. It is also a term of this Contract that no person other than a person appointed by Chairman, NTECL as aforesaid should act as Arbitrator and if for any reason, that is not possible, the matter is not to be referred to arbitration at all.
- 3.0. Subject as aforesaid the provision of the **Arbitration & Conciliation Act, 1996 & its amendments from time to time or any statutory modification or re-enactment thereof** and the rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause.
- 4.0. It is a term of the contract that the party invoking arbitration shall specify the dispute or disputes to be referred to arbitration under this clause together with the amount or amounts claimed in respect of each such dispute. The arbitrator(s) may from time to time with consent of the parties enlarge the time, for making and publishing the award.
- 5.0. The work under the Contract shall, if reasonably possible, continue during the arbitration proceedings and no payment due or payable to the Contractor shall be withheld on account of such proceedings.
- 6.0. The Arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties fixing the date of the first hearing. The Arbitrator shall give a separate award in respect of each dispute or difference referred to him.
- 7.0. The venue of arbitration shall be Chennai / Office of NTECL.**
- 8.0. The award of the arbitrator shall be final, conclusive and binding on all parties to this contract. The cost of arbitration shall be borne by the parties to the dispute, as may be decided by the Arbitrator(s).
- 9.0. In the event of disputes or differences arising between one public sector enterprise and a Govt. Department or between two public sector enterprises the above stipulations shall not apply, the provisions of B.P.E. office memorandum No. BPE/GL-001/76/MAN/2[110 - 75 - BPE(GMI - 1)] dated 1st January 1976 or its amendments for arbitration shall be applicable.

10.0 Fees Schedule for Arbitrators

The Arbitrators shall be paid fees at the following rates:

No:	Amount of Claims and Counter Claims (Excluding interest)	Lump sum fees (including fees for study of pleadings case materials, writings of the award, secretarial charges etc) payable to each Arbitrator/Sole Arbitrator (to be shared equally by the parties)
1	Upto to Rs. 50lakhs	Rs. 10,000/- per meeting subject to a ceiling of Rs. 1,00,000/-
2	Above Rs.50 lakhs to Rs. 1 crore	Rs. 1,35,000/- plus 1,800/- per lakh or a part thereof subject to a ceiling of Rs. 2,25,000/-
3	Above Rs.1Crore and upto Rs. 5 Crore	Rs.2,25,000/- plus Rs.33,750/-per crore or a part thereof subject to ceiling of Rs. 3,60,000/-
4	Above Rs. 5 crore and upto Rs. 10 crore	Rs.3,60,000/-plus Rs. 22,500/- per crore or a part thereof subject to ceiling of Rs. 4,72,500/-
5	Above 10 crore	Rs. 4,72,500/- plus Rs.18,000/- per crore or part thereof subject to a ceiling of Rs. 10,00,000/-

11.0 Each party shall pay its share of Arbitrator's fees in stages as under :-

- 1). 20 % of fees on filing of reply to the statement of claim
- 2). 40% of fees on completion of pleadings
- 3). 20 % of fees on conclusion of the final hearing
- 4). 20 % at the time when award is given to the parties

12.0. Where the proceedings are put in abeyance or terminated on account of the mutual settlement of the dispute by the parties, the fees payable to the Arbitrators shall be determined as under :-

- 1). 20 % of the fees if the claimant has not submitted statement of claim
- 2). 40% of the fees if the pleadings are complete
- 3). 60 % of the fees if the hearing has commenced
- 4). 80% of the fees if the hearing is concluded, but the award is yet to be passed

13.0.No person shall be appointed as Arbitrator, who does not accept the condition of arbitration clause including the fees schedule provided herein above.

Executive Summary for referring the case to ESC

1. Brief of the Contract

2. History of the dispute

3. Current Status of the Dispute (whether in litigation or Arbitration)

4. Claims of the Contractor

5. Present Stand of NTECL on Contractor's claim

6. Counterclaim of NTECL , if any

7. Final Recommendations of the Project/Station/Office

Signature of the Engineer in Charge

Name:

Designation:

Stamp:

Date:

(Note from EIC, NTECL to Law Section, HR, NTECL)

Declaration of independence and impartiality by ESC Member

Date :

To,

1. NTECL

2. Contractor

Subject: Declaration of independence and impartiality by ESC Member in the dispute between NTECL and under Contract No. Dt.. for.....

I, (name), hereby accept to act as a Member of the Expert Settlement Council (ESC) and conciliate in the disputes under reference between the parties above named.

I confirm that I am aware of the requirements of law particularly of the Arbitration and Conciliation Act, 1996, to act as a conciliator. I am able to act as conciliator and am available to act as Member of the ESC.

I hereby declare that I am independent of each of the parties and have no ownership interest in any part of the contract under reference or any financial interest in the said contract. I have no interest in the outcome of the dispute or its settlement.

I hereby affirm that I shall act with honesty, integrity, diligence, and will remain independent and impartial while discharging my duties as conciliator / ESC Member. I will disclose any interest or relationship with the parties or the subject matter which might compromise in any manner my ability or capacity to remain impartial and independent in the matter, immediately on occurrence of such interest/ relationship/ matter during the pendency of the conciliation proceedings assigned to me.

The fees and other facilities offered to me and the terms and conditions contained in the appoint letter and guidelines issued by NTECL are acceptable to me. I will not demand for enhancement of the same.

(Signature)

Name:

Address:

Email:

Contact No/s.

(from ESC to respective parties)

STATEMENT OF CLAIM(S) / COUNTER CLAIM(S)

1. Chronology of the dispute

2. Brief of the contract

3. Brief history of the dispute:

4. Issues

S.No	Description of claim(s)/Counter Claim	Amount (in Foreign Currency / INR)	Relevant contract Clause
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5. Details of Claim(s)/Counter Claim(s):

6. Basis/Ground of claim(s)/counter claim(s) (along with relevant clause of contract)

(Statement of Claims may kindly be restricted to maximum limit of 20 pages. Relevant documents may be compiled and submitted along with the statement of claims. The statement of claims is to be submitted to all ESC members, to other party and to the office of Legal dept, by post as well as mail.)

Signature

Name:

Designation:

Company Seal

(from respective parties to ESC)

Feedback form

Name of the Case:

Feedback format to be filled in by each ESC Member at the end of the ESC

ESC Members are requested to kindly record their feedback on following points after closure of the case while submitting their recommendations and address this feedback to Chairman, NTECL in a confidential cover through local legal department .

<u>s. No</u>	<u>Particulars</u>	<u>Feedback</u>
1	Whether the case was presented properly by parties. (Any shortcoming/ any suggestion for improvement in presentation)	a) <u>NTECL</u> b) <u>Contractor</u>
2	Any suggestion for improving the contract document	
3	Any guidance to improve contract/project management by NTECL	
4	Whether administrative support, secretarial assistance, venue and other requirements for conducting ESC proceedings were satisfactory	
5	Any suggestion/guidance to improve the system of ESC	

(Signature)

Name of ESC Member:-

Date:-

Place:-

(from ESC to NTECL's Nodal Officer)

Annexure - II/G

A short note from Nodal Officer having executive summary and chronology of the cases and Track Record of the contractor of M/s in execution of various contracts with NTECL including disputes raised by it / matters pending in ECDR / CoDR etc.

Signature:

Name :

Designation of Nodal Officer:

Date:

(NTECL's Nodal Officer to Law Section, HR, NTECL within 15 days of ESC recommendation)

NTPC Tamilnadu Energy Company Ltd
(A Joint Venture of NTPC Ltd & TNEB)

NTPC TamilNadu Energy Co. Ltd. Power Project (3 X 500 MW)

ITEM RATE TENDER

FOR

.....

.....

.....

(here insert the name of the Works)

To be submitted by hours on(date) to NTPC TamilNadu Energy Co. Ltd., Vallur Thermal Power Project, Site office: PO:Vellivoyal Chavadi, Ponneri Taluk, Thiruvallur District, Chennai - 600103

Tenders shall be opened in presence of tenderers who may be present, at hours on (date) in the office of :

NTPC Tamilnadu Energy Co Ltd
Vallur Thermal Power project
Site office: PO:Vellivoyal Chavadi
Ponneri Taluk,, Thiruvallur District
Chennai - 600103

Issued to M/s*

.....

Signature of Officer issuing the documents

Designation.....

Date

* Fill Name of Contractor

NTPC TamilNadu Energy Company Ltd

(A Joint Venture of NTPC Ltd & TNEB)

NTPC TamilNadu Energy Co. Ltd. Power Project (3 X 500 MW)

NOTICE INVITING TENDERS

1. Tenders are invited on behalf of the NTPC TamilNadu Energy Company Limited ,()for.....
..... The work is estimated to cost Rs. This estimate, however, is given merely as a rough guide.
2. The tender shall be in the prescribed Form.
3. The works are required to be completed within months from the date of issue of Letter of Intent, in accordance with the phasing, if any, indicated in the tender documents.
4. Normally contractors whose names are borne on the approved list of contractors of NTPC TamilNadu Energy Co. Ltd., for the areas in which the work lies and within whose financial category the estimated amount falls will be permitted to tender.
5. The CEO, NTECL, shall be the Accepting Officer hereinafter referred to as such for the purpose of this contract.
6. Applications for issue of tender documents shall be submitted to so as to reach his office not later than
7. A tenderer shall produce an Income Tax Clearance certificate before tender documents can be sold to him.
8. Tender documents consisting of plans, specifications, Schedule(s) of Quantities of the various classes of work to be done, the Conditions of Contract and other necessary documents will be open for inspection and sold on payment of Rs..... on or after and upto
9. Copies of other drawings and documents pertaining to the works signed for the purpose of identification by the Accepting Officer or his accredited representative will be open for inspection by tenderers at the following offices during working hours between the dates mentioned in clause 8 above:

.....
.....
.....

10. Tenderers are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders as to the nature of the ground and sub-soil (so far as is practicable), the form and nature of the site, the means of access to the site, the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or effect their tender. A tenderer shall be deemed to have full knowledge of the site, whether he inspects it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed.

11. Submission of a tender by a tenderer implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and of conditions and rates at which stores, tools and plant, etc., will be issued to him by the Corporation and local conditions and other factors bearing on the execution of the works.

12. A tenderer should quote in figures as well as in words rate (s) tendered. The amount for each item should be worked out and the requisite totals given. Special care shall be taken to write rates in figures as well as in words, and the amounts in figures only in such a way that interpolation is not possible. The total amount shall be written both in figures and in words. In case of figures the words 'Rs.' should be written before the figure of rupees and the words 'paise' after the decimal figures, e.g. Rs. 2.15P and in case of words, the words 'Rupees' should precede and the words 'paise' should be written at the end. Unless the rate is in whole rupees and followed by the word 'only' it should invariably be upto two places of decimal.

13. All rates shall be quoted on the tender form.

14. In the case of item rate tenders, only rates quoted shall be considered. Any tender containing percentage below/above the rates quoted is liable to be rejected. In case of lumpsum Contract, only Quoted Amount shall be considered.

15. The tender for the Works shall not be witnessed by a contractor or contractors 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 contractor tendering as well as of those witnessing the tender liable to rejection.

16. Tenders shall be received.....uptohours on the(date) and shall be opened at hours, on the same day in the presence of those tenderers who may be present.

17. The tender shall be accompanied by earnest money of Rs. The earnest money may be paid in any one of the following forms :

(a) A Term Deposit Receipt duly made in favour of NTECL A/C bidder's name or a crossed Demand Draft / Pay Order in favour of NTECL from any Nationalised or Scheduled Bank.

(b) An irrevocable Bank Guarantee from the banks listed at Annexure – VIII A in favour of NTECL Limited as per Proforma of Bank Guarantee as enclosed at Annexure – V. The Bank Guarantee verification check list duly filled in as per Annexure-VIIC shall also be submitted in this regard.

18. The earnest money of the successful tenderer i.e. whose tender is accepted, will be treated as part of the security deposit. However, if the earnest money deposit is in the form of a bank guarantee, the

successful tenderer will be required to replace it with with initial security deposit of equivalent value within 15 days of acceptance of tender. Further, the successful tenderer shall permit the Corporation at the time of making any payment to him for the work done under the Contract to deduct towards security deposit, sum as per clause 9.1 of General Conditions of Contract.

19. The successful tenderer, if he so desires, can also furnish the entire sum of security deposit towards faithful performance of the Contract in the form of bank guarantee issued by a bank as per the list enclosed at Annexure-VIII B, within 15 days of acceptance of his tender. The earnest money shall be returned/refunded to the successful tenderer after receipt of the aforesaid bank guarantee towards security deposit.

20. NTPC TamilNadu Energy Co. Ltd., shall return the earnest money where applicable, to every unsuccessful tenderer on production by the tenderer of a certificate of Contract Services that all tender documents have been returned.

21. A tenderer shall submit the tender which satisfies each and every condition laid down in this notice and other tender documents, failing which, the tender will be liable to be rejected.

22. NTPC TamilNadu Energy Company Limited, does not bind themselves to accept the lowest or any tender or to give any reasons for their decision.

23. NTPC TamilNadu Energy Company Limited, reserve to themselves the right of accepting the whole or any part of the tender and tenderer shall be bound to perform the same at his quoted rates.

24. Sales Tax or any other tax on materials in respect of this contract shall be payable by the contractor and the Corporation will not entertain any claim whater in this respect.

25. This notice of tender shall form part of the contract documents.

26. In consideration of the Owner opening and considering the tender for purpose of award of Contract, the Bidder shall keep his tender valid for a period of six (6) months from the date of opening of the tender, during which period the Bidder agrees not to vary, alter or revoke his tender either in whole or in part. If the Bidder, however, fails to keep his tender valid for 6 (six) months, the Owner shall be entitled to forfeit the EMD amount without any notice or proof of damage.

For and on behalf of

NTPC TamilNadu Energy Company Limited ,

Signature.....

Designation.....

Date :.....

GENERAL CONDITIONS OF CONTRACT :

INTERPRETATION AND DEFINITIONS

Singular & Plural:

1. Where the context so requires, words importing the singular only also include the plural and vice versa

Headings and Marginal Notes to Conditions:

2. Headings and marginal notes to these General Conditions shall not be deemed to form part thereof or be taken into consideration in the interpretation or construction thereof or of the Contract.

Definitions :

3. (a) 'Owner'/'Corporation' shall mean the NTPC TamilNadu Energy Company Limited , having its registered office at NTPC Bhawan, Core-7,SCOPE Complex, 7, Institutional Area, Lodhi Road, New Delhi - 110003 and shall include their legal representatives, successors and permitted assigns.

- (b) The "Accepting Authority" shall mean the authority mentioned in Schedule 'A'.

- (c) The "Contract" shall mean the notice inviting the tender, the tender and acceptance thereof and the formal agreement, if any, executed between the NTPC TamilNadu Energy Company Limited, and the contractor together with the documents referred to therein including these conditions with appendices and any special conditions, the specifications, designs, drawings, schedule of quantities with rates and amounts and schedule of rates. All these documents taken together shall be deemed to form one Contract and shall be complementary to one another.

- (d) The "Contractor" shall mean the individual or firm or company whether incorporated or not, undertaking the works and shall include legal representatives of such individual or persons composing such firm or unincorporated company, or successors of such firm or company as the case may be and permitted assigns of such individual or firm or company.

- (e) The "Contract Sum" shall mean;

- (i) in the case of Lump Sum Contracts the sum for which the tender is accepted;

- (ii) in the case of Percentage Rate Contracts the estimated value of the Works as mentioned in the tender adjusted by the Contractor's percentage;

- (iii) in the case of item Rate Contracts the cost of the Works arrived at after extension of the quantities shown in Schedule of Quantities by the item rates quoted by the tenderer for the various items

- (f) A "Day" shall mean a day of 24 hours from mid-night to midnight irrespective of the number of hours worked in that day.

- (g) "Engineer-in-Charge shall mean the Engineering Officer appointed by the Corporation or

his duly authorised representative who shall direct, supervise and be incharge of the works for purposes of this contract.

(h) "Excepted Risks" are risks due to riots (otherwise than among Contractor's employees) and civil commotion (in so far as both these are uninsurable), war (whether declared or not), invasion, act of foreign enemies, hostilities, civil war, rebellion, revolution, insurrection, military or usurped power any acts of Government, damage from aircraft, acts of God, such as earthquake lightning and unprecedented floods and other causes over which the Contractor has no control and accepted as such by the Accepting Authority or causes solely due to use or occupation by the 'Corporations' of the part of Works in respect of which a certificate of completion has been issued.

(i) "Market Rate" shall be the rate as decided by the Engineer Charge on the basis of the cost of materials and labour at the Site where the work is to be executed, plus the percentage mentioned in Schedule A to cover all overheads and profit. (No percentage shall be added for material issued by the Corporation).

(j) Schedule(s) referred to in these conditions shall mean the relevant schedule(s) annexed to the tender papers issued by the Corporation or the Standard Schedule of Rates prescribed by the Corporation and the amendments thereto issued from time to time.

(k) The "Site" shall mean the lands and/or other places on, under, in or through which the work is to be executed under the contract including any other lands or places which may be allotted by the Corporation or used for the purposes of the Contract.

(l) "Temporary Works" shall mean all temporary works of every kind required in or about the execution, completion or maintenance of the Works.

(m) "Urgent Works" shall mean any urgent measures which, in the opinion of the Engineer-in-Charge, become necessary during the progress of the work to obviate any risk of accident or failure or which become necessary for security.

(n) A "Week" shall mean seven days without regard to the number of hours worked in any day in that week.

(o) The "Works" shall mean the works to be executed in accordance with the Contract or part(s) thereof as the case may be and shall include all extra or additional, altered or substituted works or temporary and urgent works as required for performance of the Contract.

(p) The words 'Bid' & 'Tender'; 'Bidder' & 'Tenderer'; 'Bid Document' & 'Tender Document'; 'Schedule of Quantities' & 'Schedule of Items'; 'Engineer-in-Charge' & 'Engineer' appearing anywhere in tender documents shall have the same meaning and are synonymous to each other.

SCOPE AND PERFORMANCE

Contract Documents:

4. The Contractor shall be furnished, free of charge, two certified true copies of the Contract Documents except standard specification and the schedule of rates and of all further drawings which may

be issued during the progress of the Works. He shall keep one copy of these Documents on the Site in good order, and the same shall at all reasonable times be available for inspection and use by the Engineer-in-Charge, his representative or by other Inspecting Officers.

4.1 None of these Documents shall be used by the Contractor for any purpose other than that of this Contract.

4.2 The contractor shall take necessary steps to ensure that all persons employed on any work in connection with this Contract have noticed that the Indian Official Secrets Act 1923. (XIX of 1923) applies to them and shall continue to apply even after the execution of such works under the Contract.

Works to be carried out:

5. The work to be carried out under the Contract shall, except as otherwise provided in these conditions, include all labour, materials, tools, plant, equipment, and transport which may be required in preparation of and for and in the full and entire execution and completion of the Works. The descriptions given in the Schedule of Quantities shall, unless otherwise stated, be held to include waste on materials, carriage and cartage, carrying in return of empties, hoisting, setting, fitting and fixing in position and all other labour necessary in and for the full and entire execution and completion as aforesaid in accordance with good practice and recognised principles.

Inspection of Site:

6. The Contractor shall inspect and examine the Site and its surrounding and shall satisfy himself before submitting his tender as to the nature of the ground and subsoil (so far as is practicable), the form and nature of the Site, the quantities and nature of work and material necessary for the completion of the Works and the means of access to the Site, the accommodation he may require and in general shall himself obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect his tender. No extra charges consequent on any misunderstanding or otherwise shall be allowed.

Sufficiency of Tender:

7. The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rates and prices quoted in the Schedule of Quantities, which rates and prices shall, except as otherwise provided, cover all his obligations under the Contract and all matters and things necessary for the proper completion and maintenance of the Works.

Discrepancies and Adjustment of Errors:

8. The several documents forming the contract are to be taken as mutually explanatory of one another, detailed drawing being followed in preference to small scale drawing and figures dimensions in preference to scale and Special Conditions in preference to General Conditions.

8.1 In the Case of discrepancy between Schedule of Quantities the Specifications and/or the Drawings, the following order of preference shall be observed

(a) Description in Schedule of Quantities.

- (b) Particular Specification and Special Conditions, if any.
- (c) Drawings
- (d) General Specifications.

8.2 If there are varying or conflicting provisions made in any one documents forming part of the Contract, the Accepting Authority shall be the deciding authority with regard to the intention of the document.

8.3 Any error in description, quantity or rate in Schedule of Quantities or any omission therefrom shall not vitiate the Contract or release the Contractor from the 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.

8.4 If on check there are found to be differences between the rates given by the contractor in words and figures or in the amount worked out by him in the schedule of quantities and general summary, the same shall be adjusted in accordance with the following rules:

(a) In the event of a discrepancy between description in words and figures quoted by a tenderer, the description in words shall prevail.

(b) In the event of an error occurring in the amount column of Schedule of quantities as a result of wrong extension of the unit rate and quantity, the unit rate shall be regarded as firm and extension shall be amended on the basis of the rate.

(c) All errors in totalling in the amount column and in carrying forward totals shall be corrected.

(d) The totals of various sections of Schedule of Quantities amended shall be carried over to the General Summary and the tendered sum amended accordingly. The tendered sum so altered shall, for the purpose of tender, be substituted for the sum originally tendered and considered for acceptance instead of the original sum quoted by the tenderer. Any rounding off of Quantities or in sections of Schedule of Quantities or in General Summary, by the tenderer, shall be ignored.

(e) In case of lumpsum contracts based on Bills of Quantities (quantities not shown as provisions), should any error in quantities or any omissions of items be discovered, the cumulative effect of which varies the Contract sum by more than 5% or Rs. 20,000/- whichever is less, then the errors shall be rectified and the rectification dealt with as for deviations/ variations under conditions 10 & 11 hereof, and the value thereof shall be added or deducted from the Contract Sum, as the case may be; provided that there shall be no rectification of any errors, omissions, or wrong estimates in the prices inserted by the Contractor in the Bills of Quantities.

9. Security Deposit:

9.1 (i) The earnest money furnished by the Contractor will be treated as part of the security deposit. However, if the earnest money deposit is in the form of a bank guarantee, the Contractor will be required to replace it with initial security deposit of equivalent value in one of the forms given here-in-after, within 15 days of acceptance of tender. Further the Contractor shall permit the Corporation at the time of making any payment to him for the work done under the Contract to deduct towards the security deposit at the

rate of 10 percent of gross amount of each on account payment until the security deposit so deducted reaches the values mentioned in 9.1© of Schedule 'A' in cash or in the form of Government Securities of Fixed Deposit Receipts or Bank Guarantees furnished by any of the Banks as per the list enclosed at Annexure-VIII B.

(a) The security deposit reaches a limit of Rs. 1 lakh, the contractor, if he so desires may convert the amount into one of the Government securities or Bank guarantees as aforesaid.

(b) Provided that, if at the time of payment of the final bill, the deductions so made together with the earnest money already deposited, fall short of the security deposit mentioned in 9.1 (c) of Schedule A, the recovery of the balance amount of security deposit shall be deemed to have been waived.

(ii) The Contractor, if he so desires, can also furnish the entire sum of security deposit as specified in 9.1© of Schedule 'A' towards faithful performance of the Contract in the form of a Bank Guarantee issued by a Bank as per the list enclosed at Annexure-VIII B, within 15 days of acceptance of his tender. The aforesaid bank guarantee towards security deposit shall be kept valid upto 90 days after the completion of Defect liability Period. The earnest money furnished by the Contractor shall be returned/refunded to him after the receipt of the aforesaid bank guarantee.

9.2 The contract value for purposes of this clause shall be taken as the value of Contract awarded.

9.3 In case a Fixed Deposit Receipt of any bank is furnished by the Contractor to the Corporation as part of the Security Deposit and the bank goes into liquidation or for any other reasons is unable to make payment against the said Fixed Deposit Receipt, the loss caused thereby shall be borne by the Contractor and the Contractor shall forthwith or on demand furnish additional security to Corporation to make good the deficit.

9.4. All compensation or other sums of money payable by the Contractor under the terms of this Contract or any other Contract or any other account whatsoever may be deducted from or paid by the sale of a sufficient part of his security deposit or from the interest arising therefrom or from any sums which may be due or may become due to the Contractor by Corporation on any account whatever and in the event of his security deposit being reduced by reasons of such deduction or sale as aforesaid, the Contractor shall within fourteen days of receipt of notice of demand from the Engineer-in-Charge make good the deficit.

9.5. Government papers tendered as security shall be taken at 5% (five percent) below the market price or at their face value whichever is less.

9.6. Refund of Security Deposit: One half of the Security deposit refundable to the Contractor worked out on the basis of the value of work completed shall be refunded to the Contractor on the Engineer-in-Charge certifying in writing that the work has been completed as per condition 31 hereof etc.

9.7. On expiry of the Defects Liability Period (referred to in Condition 33 hereof) or on payment of the amount of the Final Bill payable in accordance with Condition 52 whichever is later, the Engineer-in-Charge shall on demand from the Contractor, refund to him the remaining portion of the security deposit provided the Engineer-in-Charge is satisfied that there is no demand outstanding against the Contractor.

9.8. No interest shall be payable to the contractor against the Security Deposit furnished/recovered from the contractor, by the Corporation.

Deviations/Variations Extent & Pricing:

10. The Engineer-in-Charge shall have power (i) to make alteration in, omissions, from, additions to, or substitutions for the original specifications, drawings, designs and instructions that may appear to him to be necessary or advisable during the progress of the work, and (ii) to omit a part of the works in case of non-availability of a portion of the Site or for any other reasons, and the Contractor shall be bound to carry out the Works in accordance with any instructions given to him in writing signed by the Engineer-in-Charge and such alterations, omissions, additions or substitution shall form part of the Contract as if originally provided therein and any altered, additional or substituted work which the Contractor may be directed to do in the manner above specified as part of the Works, shall be carried out by the Contractor on the same conditions in all respects including price on which he agreed to do the main work. Any alterations, Omissions additions or substitutions which radically change the original nature of the contract shall be ordered by the Engineer-in-Charge as a deviation and in the event of any deviation being ordered which in the opinion of the Contractor changes the original nature of the Contract, he shall nevertheless carry it out and the disagreement if any, as to the nature of work and the rate to be paid therefore shall be resolved in accordance with Condition 56.

10.1 The time for completion of the Works shall, in the event of any deviations resulting in additional cost over the Contract Sum being ordered, be extended as follows if requested by the Contractor:

(a) in the proportion which the additional cost of the altered, additional or substituted work, bears to the original Contract sum; plus

(b) 25% of the time calculated in (a) above or such further additional time as may be considered reasonable by the Engineer-in-Charge.

Rates for such additional, altered or substituted work shall be determined by the Engineer-in-Charge as follows:

(i) If the rate for additional, altered or substituted item of work is specified in the Schedule of Quantities, the Contractor shall carry out the additional, altered or substituted item at the same rate. In the case of composite tenders, where two or more schedules of quantities may form part of the contract, the applicable rate shall be taken from the schedule of quantities of that particular part in which the deviation is involved, failing that at the lowest applicable rate for the same item of work in the other Schedules of Quantities.

(ii) If the rate for any altered, additional or substituted item of work is not specified in the schedule of Quantities, the rate for that item shall be derived from the rate for the nearest similar item specified therein. In case of composite tenders where two or more schedule of quantities form part of the contract, the rate shall be derived from the nearest similar item in the schedule of Quantities of the particular part of Works in which the deviation is involved failing that from the lowest of the nearest similar items in other schedule of quantities.

(iii) If the rate for any additional, altered or substituted item of work cannot be determined in the manner specified in sub-para(i) and (ii) above, then such item of Work shall be carried out at the rate entered in the Schedule of Rates mentioned in Schedule 'A' plus/minus the percentage by which the tendered amount of the works actually awarded is higher or lower than the estimated amount of the Works actually awarded.

(iv) If the rate for any altered, additional or substituted item of work cannot be determined in the manner specified in sub-para (i) to (iii) above, then the rate for such item of work shall be derived from the Schedule of Rates specified in sub-para (iii) above plus/minus the percentage mentioned in that sub-para. Provided always that if rate(s) for part(s) of an item(s) is/are not specified in the Schedule of

Rates the rate(s) for such part(s) shall be determined by the Engineer-in-Charge on the basis of the purchase price as supported by the vouchers unless the Engineer-in-Charge finds the purchase price unreasonable, In the latter event the price shall be determined on the basis of market rate(s) prevailing during the fortnight following the date of the order.

(v) If the rate for any altered, additional or substituted item of work cannot be determined in the manner specified in sub-paras (i) to (iv) above, the Contractor shall, within 14 days of the date of receipt of the order to carry out the said work, inform the Engineer-in-Charge under advice to the Accepting Authority of the rate which he proposes to claim for such item of work, supported by analysis of the rate claimed, and the Engineer-in-Charge shall, within three months thereafter, after giving due consideration to the rate claimed by the Contractor, determine the rate on the basis of market rate(s). In the event of the Contractor failing to inform the Engineer-in-Charge within the stipulated period of time, the rate which he proposes to claim, the rate for such item shall be determined by the Engineer-in-Charge on the basis of market rate (s).

(vi) (A) Except in case of items of work below ground surface, as it exists at the time of commencement of work (See (B) below), quantities of which may change due to site Conditions, provisions contained in sub-conditions (i) to (v) above shall not apply to.

(a) that value of any contract item, substituted item or contract-cum- substituted item as is in excess of the original value of the item plus the percentage mentioned in Schedule 'A'. (Applicable to Lumpsum Contracts, Measurement Contracts based on item rates and Percentage Rate Contracts).

(b) that value of deviations ordered on any individual trade item included in the contract as is in excess of the percentage mentioned in Schedule 'A'. (Applicable to Lumpsum-Contracts only)

(c) the value of all items not already included in the Contract, as is in excess of the percentage mentioned in Schedule 'A' of the Contract.

(B) In case of items of work below ground surface as it exists at the time of commencement of work, quantities of which may change due to site conditions, provisions contained in subconditions (i) to (v) above shall not apply to

(a) items of any individual trade which exceed by more than the percentage mentioned in Schedule A of the value of that trade included in the contract as a whole, unless the Contractor and the Engineer-in-Charge agree to a higher percentage for any particular item.

(b) the value of any item not included in the Contract in excess of 5% of the contract sum whichever is higher.

NOTE: Individual trade means sub-heads into which the Schedule of Quantities as provided in the Contract has been divided and in the absence of any such provision in the Contract, the sub-heads as given in the Schedule of Rates.

11. In the case of contract items, substituted items, contract-cum-substituted items, or additional items which exceed the limits laid down in sub-para (vi) of Condition 10 above, the contractor may, within fourteen days of receipt of order or occurrence of the excess claim revision of the rates, supported by proper analysis, for the work in excess of the above mentioned limits, provided that if the rates so

claimed are in excess of the rates specified in the Schedule of Quantities or of those derived in accordance with the provisions of sub-para (i) to (iv) of Condition 10 by more than five per cent, inform the Engineer-in-Charge under advice to the Accepting Authority and the Engineer-in-Charge shall, within three months of receipt of the claim supported by analysis, after giving consideration to the analysis of the rates submitted by the Contractor, determine the rates on the basis of market rates and if the rates so determined exceed the rates specified in the Schedule of Quantities or those derived in accordance with the provisions of sub-paras (i) to (iv) of Condition 10 by more than five per cent, the Contractor shall be paid in accordance with the rates so determined. In the event of the Contractor failing to claim revision of rates within the stipulated period, or if the rates determined by the Engineer-in-Charge within a period of three months of receipt of the claim supported by analysis are within five percent of the rates specified in the Schedule of Quantities or of those determined in accordance with the provisions of sub-paras (i) to (iv) of Condition 10, the Engineer-in-Charge shall make payment at the rates as specified in the Schedule of Quantities or those already determined under sub-paras (i) to (iv) of Condition 10 for the quantities in excess of the limits laid down in sub-para (vi) of Condition 10.

11.1 The provisions of the preceding paragraph shall also apply to the decrease in the rates of items, for the work in excess of the limits laid down in sub-para (vi) of Condition 10 provided that such decrease is more than five per cent of rates specified in the Schedule of Quantities or of those derived in accordance with the provisions or sub-paras (i) to (iv) of Condition 10, and the Engineer-in-Charge may after giving notice to the Contractor within two months of receipt of order by the Contractor or occurrence of the excess and after taking into consideration any reply received from him within fourteen days of receipt of the notice, revise the rates for the work in question within two months of expiry of the said period of 14 days having regard to the market rates.

Suspension of Works:

12. (a) The Contractor shall, on receipt of the order in writing of the Engineer-in-Charge, suspend the progress of the works or any part thereof for such time and in such manner as the Engineer-in-Charge may consider necessary for any of the following reasons:

(i) On account of any default on part of the Contractor; or

(ii) for proper execution of the Works or part thereof for reasons other than the default of the Contractor; or

(iii) for safety of the Works or part thereof, the Contractor shall, during such suspension, properly protect and secure the Works to the extent necessary and carry out the instructions given in that behalf by the Engineer-in-Charge.

(b) If the suspension is ordered for reasons (ii) and (iii) In sub-para (a) above:

(i) the Contractor shall be entitled to an extension of the time equal to the period of every such suspension plus 25%.

(ii) if the total period of all such suspension exceeds thirty days, the Contractor shall, in addition, be entitled to compensation, as the Accepting Authority may consider reasonable, in respect of salaries and/or wages paid by the Contractor to his employees and labour at site, remaining idle during the period of suspension, adding thereto the percentage mentioned in Schedule A to cover indirect expenses of the Contractor, provided the contractor submits his claim supported by details to the Engineer-in-Charge under advice to the Accepting Authority within 14 days of the expiry of the period of

30 days.

(c) If the Works or part thereof is suspended on the orders of the Engineer-in-Charge for more than three months at a time, except when suspension is ordered for reason, (i) in sub-para (a) above, the Contractor may after receipt of such order serve a written notice on the Engineer-in-Charge under advice to the Accepting Authority requiring permission within fifteen days from receipt by the Engineer-in-Charge of the said notice, to proceed with the works or part thereof in regard to which progress has been suspended and if such permission is not granted within that time, the Contractor, if he intends to treat the suspension, where it affects only a part of the Works as an omission of such part by the Conditions 10 and 11 or where it affects the whole of the Works, as an abandonment of the works by the Corporation shall within 10 days of expiry of such period of 15 days give notice in writing of his intention to Engineer-in-Charge under advice to the Accepting Authority. In the event of the Contractor treating the suspension as an abandonment of the Contract by Corporation, he shall have no claim to payment of any compensation on account of any profit or advantage which he may have derived from the execution of the work in full but which he could not derive in consequence of the abandonment. He shall, however, be entitled to compensation, as the Accepting Authority may consider reasonable, in respect of salaries and/or wages paid by him to his employees and labour at Site, remaining idle in consequence and of materials collected which could not be utilised on the works, adding to the total thereof the percentage mentioned in Schedule A to cover indirect expenses of the Contractor, provided the Contractor submits his claim supported by the details to the Engineer-in-Charge under advice to the Accepting Authority within 28 days of the expiry of the period of 3 months.

Time and Extension for Delay:

13. The time allowed for execution of the works as specified in the Schedule A or the extended time in accordance with these Conditions shall be the essence of the Contract. The execution of the works shall commence from the 15th day after the date on which the Corporation issues written orders to commence the work. If the Contractor commits default in commencing the execution of the work as aforesaid, Corporation shall without prejudice to any other right or remedy be at liberty to forfeit the earnest money absolutely.

13.1 As soon as possible after the Contract is concluded the Engineer-in-Charge and the Contractor shall agree upon a Time and Progress Chart. The Chart shall be prepared in direct relation to the time stated in the Contract documents for completion of items of the works. It shall indicate the forecast of the dates of commencement and completion of various trades or sections of the work and may be amended as necessary by agreement between the Engineer-in-Charge and the Contractor within the limitations of time imposed in the Contract Documents, and further to ensure good progress during the execution of the work, the contractor shall in all cases in which the time allowed for any work exceeds one month (Say for special jobs) complete 1/8th of the whole of the work before 1/4th of the whole time allowed in the contract has elapsed; 3/8th of the work before one half of such time has elapsed and 3/4th before 3/4th of such time has elapsed.

13.2 If the works be delayed by

- (a) force major, or
- (b) abnormally bad weather, or
- (c) serious loss or damage by fire, or

(d) civil commotion, local combination of workmen, strike or lockout, affecting any of the trades employed on the work, or

(e) delay on the part of other contractors or tradesmen engaged by Corporation in executing work not forming part of the Contract, or

(f) non-availability of stores, which are the responsibility of Corporation to supply, or

(g) any other cause which, in the absolute discretion of the authority mentioned in Schedule 'A', is beyond the Contractor's control;

then upon the happening of any such event causing delay, the Contractor shall immediately give notice thereof in writing to the Engineer-in-Charge but shall nevertheless use constantly his best endeavours to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the Engineer-in-Charge to proceed with the Works.

13.3 Request for extension of time, to be eligible for consideration, shall be made by the Contractor in writing within fourteen days of the happening of the event causing delay. The contractor may also if practicable, indicate in such a request the period for which extension is desired.

13.4 In any such case the authority mentioned in Schedule 'A' may give a fair and reasonable extension of time for completion of the work. Such extension shall be communicated to the Contractor by the Engineer-in-Charge in writing, within 3 months of the date of receipt of such request by the Engineer-in-Charge

14. The Contractor shall arrange at his own expense all tools, plant and equipment (hereinafter referred to as T & P) required for execution of the work, except the item listed in Schedule 'C' which will be given to him on hire (if the same can be spared by Corporation) by the Corporation at rates shown in that schedule. In case the Contractor does not require some or all items of T & P listed in schedule 'C' he will indicate his, requirements at the time of submitting his tender. Corporation's T & P hired to the contractor shall be conveyed by him at his expense from the place of issue to the site and back.

14.1 If the Contractor requires any item of T & P on hire from the Corporation over and above the requirements indicated by him at the time of submitting his tender, the Corporation will, if such item is available, hire it to the Contractor at a rate to be fixed by the Engineer-in-Charge.

14.2 The period of hire will be reckoned from the commencement of the day of issue upto the end of the day of return (including all holidays) irrespective of the actual hour of issue and return. The Contractor will be exempted from levy of any charges for the number of days he is called upon in writing by the Engineer-in- Charge to suspend execution of the work, provided Corporation's T & P in question has, in fact, remained idle with the Contractor because of the suspension, provided the Contractor, in case the period of suspension exceeds 11 days, returns Corporation's T & P to the place from where it was issued.

14.3 The hire charges shall be reckoned as under:

a) the first eight working hours (excluding a break of one hour) (one) working day

b) every working hour or part thereof in excess of 8 working hours, at the rate of 1/8th of the hire charges for a working day; provided however if the Corporation has paid more than at the rate of 1/8th of the wages of the crew for overtime under the Minimum Wages Act or any other law for the time

being, in force, the excess over 1/8th of the wages shall also be charged to the Contractor.

14.4 If at any time Corporation's T & P has not been worked at all during a day except for a break-down, or has been worked for less than eight hours during a day, the Contractor shall be charged for one working day.

14.5 If any item of Corporation's T & P has stopped working on account of a break-down before it has worked for four hours in a day, the Contractor will be charged for half a working day. If the item has stopped working after it has worked for more than four hours but less than eight hours, the Contractor will be charged for a full working day.

14.6 The hire charges shown in the Schedule cover financing cost, charges of crew, depreciation, stores for maintenance and cleaning purposes and fuel needed to start a machine at the time of issue. All other charges such as cost of fuel for running a machine, engine oil, kerosene oil, etc., for working Corporation's T&P, and all unskilled labour and water required for servicing/wash out shall be borne by the Contractor. The Contractor shall permit the Engineer-in-Charge to carry out periodical maintenance of Corporation's T & P in accordance with the provision therefor in the aforesaid Schedule, and there will be no deduction in hire charges for the period spent on such maintenance.

However, the contractor shall be allowed to return the tools and plants (issued by the Corporation) for purposes of repairs and for the duration of such repairs no hire charges shall, be levied.

14.7 The Contractor shall be responsible for care and custody of Corporation's T&P (including employment of chowkidars) during the period Corporation's T&P remain with him and any damage (fair wear and tear excepted) to any of the equipment (except for Excepted Risks provided always the Contractor has taken precautions necessary to protect it from such risks) shall be made good at the Contractor's expense to the satisfaction of the Engineer-in-Charge unless such damage is caused because of negligence of crew provided by the Corporation.

14.8 The Corporation give no guarantee in respect of output of its T & P hired to the Contractor and no reduction in rates or any compensation shall be allowed on the ground that out turn or performance of Corporation's T & P was not to the Contractor's expectation.

14.9 Corporation's T & P hired to the Contractor shall be returned at the place of issue (unless otherwise directed) by the Contractor to the Engineer-in-Charge on completion of the work or section of the work or earlier on termination of the hire by the Corporation as hereinafter provided on a written notice by the Engineer-in-Charge. The Corporation shall be entitled to terminate the hire on two days notice without assigning any reason whatsoever and the Contractor shall have no claim to any payment of compensation or otherwise whatsoever on account of termination of hire of Corporation's T & P by the Corporation.

14.10 A Log Book for recording hours during which every item of Corporation's T & P issued to the Contractor has worked each day shall be maintained by the member of the crew incharge thereof or any representative of the Engineer-in-Charge appointed on that behalf and shall be daily attested by the Contractor or his authorised representative. In case the Contractor contests correctness of any entry and/or fails to sign the Log Book the decision of the Engineer-in-Charge shall be final and binding on him. Hire charges shall be calculated in accordance with the entries in the Log Book.

14.11 The hire charges payable by the Contractor shall be recovered from the Contractor's bills.

Materials

15. (a) The Contractor shall at his own expenses, provide all materials required for the works other than those which are to be supplied by the Corporation.

1. All materials to be provided by the Contractor shall be in conformity with the specifications laid down in the contract and the Contractor shall, if requested by the Engineer-in-Charge, furnish proof to the satisfaction of Engineer-in-Charge that the materials so comply.

2. The Contractor shall, at his own expense and without delay, supply to the Engineer-in-Charge samples of materials proposed to be used in the Works. The Engineer-in-Charge shall within seven days of supply of samples or within such further period as he may require and intimate to the Contractor in writing, whether samples are approved by him or not. If samples are not approved, the Contractor shall forthwith arrange to supply to the Engineer-in-Charge for his approval fresh samples complying with the specifications laid down in the Contract.

3. The Engineer-in-Charge shall have full powers to require removal of any or all of the materials brought to site by the Contractor which are not in accordance with the Contract specifications or do not conform in character or quality to samples approved by him. In case of default on the part of the Contractor in removing rejected materials the Engineer-in-Charge shall be at liberty to have them removed by other means. The Engineer-in-Charge shall have full powers to procure other proper materials to be substituted for rejected materials and in the event of the Contractor refusing to comply, he may cause the same to be supplied by other means. All costs, which may attend upon such removal and/or substitution shall be borne by the Contractor.

4. The Contractor shall indemnify the Corporation, its representatives or employee of the Corporation against any action, claim or proceeding 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 Corporation or any agent, servant or employee of the Corporation 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 Corporation; 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.

5. Subject as hereinafter provided in Condition 53/53-A all charges on account of octroi, terminal or sales tax and other duties on materials obtained for the Works from any source (excluding materials supplied by the Corporation) shall be borne by the Contractor.

6. The Engineer-in-Charge shall be entitled to have tests carried out as specified in the Contract for any materials supplied by the Contractor other than those for which, as stated above, satisfactory proof has already been furnished, at the cost of the Contractor and the Contractor shall provide at his expense all facilities which the Engineer-in-Charge may require for the purpose. If no tests are specified in the Contract, and such tests are required by the Engineer-in-Charge, the Contractor shall provide all facilities required for the purpose and the charges for these tests shall be borne by the Contractor only if the tests disclose that the said materials are not in accordance with the provision of the Contract. The cost of materials consumed in tests shall be borne by the Contractor in all cases except when otherwise provided.

7. In addition the Contractor shall perform/submit at his own cost such tests/samples as may be required by the Engineer-in-Charge out of the materials issued by the Corporation, except for the costs of materials used in such tests/samples.

15. (b) Materials to be supplied by the Corporation :

Materials to be supplied by the Corporation are shown in schedule 'B' which also stipulates quantum, place of issue and rate (s) to be changed in respect thereof.

1. If after acceptance of the tender the Contractor desires the Corporation to supply any other materials, such materials may be supplied by the Corporation, if available, at rates to be fixed by the Engineer-in-Charge. The Corporation reserve the right not to issue any such materials. The non issue of such materials will not entitle the Contractor for any compensation whatsoever either in time or in cost.

2. (a) The Corporation may issue all the materials to be issued to the Contractor under the Contract, at its site stores, or nearest railhead. In case the materials are issued at the nearest rail head the cost of transportation only from such rail head to the Site will be borne by the Corporation subject to the reasonableness of such transportation cost being certified by the Engineer-in-Charge. All other costs such as loading, unloading, transportation to Contractor's godown, storage etc. till the materials are incorporated in the Works or returned to the Corporation shall be to the account of the Contractor.

2. (b) For the materials listed in Schedule-'B' which the Corporation has agreed to supply to the contractor, he shall give a reasonable notice in writing of his requirements to the Engineer-in-Charge in accordance with the agreed phased programme. Such materials shall be supplied for the purposes of the Contract only and the value of materials so supplied at the rates specified in the aforesaid schedule shall be set off or deducted, as and when materials are consumed in items of work for which payment is being made to the Contractor, from any sums then due or which may thereafter become due to the Contractor, under the Contract. 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, certify that balance of materials supplied is available at site.

3. The Contractor shall bear the cost of loading, transporting to site, unloading, storing under cover as required, assembling and joining the several parts together as necessary and incorporating or fixing materials in the Works including all preparatory work of whatever description as may be required.

4. All materials issued to the Contractor by the Corporation for incorporation of fixing in the works (including preparatory work) shall, on completion or on foreclosures of the Works, be returned by the Contractor at his expense, at the place of issue, after making due allowance for actual condition, reasonable wear and tear and/or waste. The reasonable wastage % shall however be mentioned in Sch. B indicating the issue of stores. If the Contractor is required to deliver such materials at a place other than the place of issue, he shall do so and the transportation charges from the Site to such place, less the transportation charges which would have been incurred by the Contractor had such materials been de erred at the place of issue, shall be borne by the Corporation.

5. The following are the allowable wastages on different materials:

- (a) Cement 3% of estimated quantity of cement to be used in various items of work.
- (b) Reinforcement steel 5% of estimated quantity based on bar banding schedules.
- (c) Structural Steel As stipulated in Technical Specification.
- (d) Cut pieces of reinforcement rods of length 3.0 meters and above may be accepted by the Corporation and credit given at the issue rates.

6. Surplus materials returned by the Contractor shall be credited to him by the Engineer-in-Charge at rates not exceeding those at which these were originally issued to him after taking into consideration any deterioration or damage which may have been caused to the said materials whilst in the custody of the Contractor.

7. If on completion of works the Contractor fails to return surplus materials out of those supplied by the Corporation, then in addition to any other liability which the Contractor would incur in, the Engineer-in-Charge may, by a written notice to the Contractor, require him to pay within a fortnight of receipt of the notice, for such unreturned surplus materials at the rates specified in special conditions of contract.

8. EMPTY CEMENT BAGS

The recovery rate of cement is inclusive of cost of jute or paper bags. The Contractor shall have to return at least 90% of the cement jute bags in good and acceptable condition to the Bag Collecting Agents. The payments for the cost of empty bags will be made to the contractor by the bag collecting agents. The contractor shall get the name of the bag collecting agent, from the Engineer-in-Charge in writing. The Contractor must produce the certificate on the printed letter head from the authorised bag collecting agents as proof for the number of bags returned by him while claiming payment against each running bill. In cases, the number of serviceable jute bags returned is less than 90% of the jute bags issued, compensation at the rate of Rs. 1/ per bag returned short of the minimum number shall be recovered from the Contractor. The Contractor should send intimation by registered post to the bag collecting agents of cement factories for collecting the bags within a period of 30 days. If the bag collecting agents fail to turn up within specified period, the contractor with prior approval of the Engineer-in-Charge shall be at liberty to dispose of the bags.

15. (c) General:

Materials required for the works, whether brought by the Contractor or supplied by the Corporation, shall be stored by the Contractor only at places approved by the Engineer-in-Charge. Storage and safe custody of material shall be the responsibility of the Contractor.

1. Corporation's officials concerned with the Contract 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 (s) where these are lying or from which these are being obtained and the Contractor shall give such facilities as may be required for such inspection and examination.

2. All materials brought to the Site shall become and remain the property of the Corporation and shall not be removed off the Site without the prior written approval of the Engineer-in-Charge. But whenever the Works are finally completed and advance, if any, in respect of any such material is fully recovered, the Contractor shall at his own expense forthwith remove from the Site all surplus material originally supplied by him and upon such removal, the same shall revert in and become the property of the Contractor

Labour:

16.0 The Contractor shall employ labour in sufficient numbers to maintain the required rate of progress and of quality to ensure workmanship of the degree specified in the Contract and to the satisfaction of the Engineer-in-Charge. The Contractor shall not employ in connection with the Works any person who has not completed his eighteen years of age.

16.1 The Contractor shall furnish to the Engineer-in-Charge at the intervals mentioned in Schedule A a distribution return of the number and description by trades of the work 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 at damage and injury caused by then, 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 and the amount paid to them.

16.2 The Contractor shall pay to labour employed by him either directly or through sub-contractors wages not less than fair wages as defined in the Contractors Labour Regulations.

16.3 The Contractor shall in respect of labour employed by him or his sub-contractors comply with or cause to be complied with the Contractors Labour Regulations in regard to all matters provided therein.

16.4 The Contractor shall comply with the provisions of the payment of Wages Act, 1936, Minimum Wages Act, 1948, Employers' Liability Act, 1938, Workmen's Compensation Act, 1923, Industrial Disputes Act, 1947, Maternity Benefit Act, 1961 and Mines Act, 1952, Contract Labour Regulation & Abolition Act, 1970 or any modifications thereof or any other law relating thereto and rules made thereunder from time to time.

16.4 (A) The contractor shall be liable to pay his contribution and the employees contribution to the State Insurance Scheme in respect of all labour employed by him for the execution of the contract, in accordance with the provision of "The Employees State Insurance Act, 1948" as amended from time to time. In case the contractor fails to submit full details of his account of labour employed and the contribution payable, the Engineer-in-Charge shall recover from the running bills of Contractor an amount of contribution as assessed by him. The amount so recovered shall be adjusted against the actual contribution payable for Employees State Insurance.

However, in case the ESI Act is not applicable to the area where the project site is located, as evidenced by the Certificate / Letter submitted to this effect by the Contractor from the local authorities, the Contractor shall be liable to arrange and pay for the expenses towards medical treatment in respect of all labour employed by him for execution of the contract.

16.5 The Engineer-in-Charge shall on a report having been made by an Inspecting Officer as defined in the Contractors Labour Regulations have the power to deduct from the moneys due to the Contractor

any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfilment of the Conditions of the Contract for the benefit of workers, non-payment of wages or of deductions made from his or their wages which are not justified by the terms of the Contract or non-observance of the said Contractors Labour Regulations.

16.6 The Contractor shall indemnify the Corporation against any payments to be made under and for observance of the Regulations afore said without prejudice to his right to claim indemnity from his sub-contractors.

16.7 In the event of the Contractor committing a default or breach of any of the provisions of the aforesaid Contractors Labour Regulations as amended from time to time or furnishing any information or submitting or filling any Form/ Register/Slip under the provisions of these Regulations which is materially incorrect then on the Report of the Inspecting Officers as defined in the Contractors Labour Regulations the Contractor shall without prejudice to any other liability pay to the Corporation a sum not exceeding Rs. 50.00 as liquidated damages for every default, breach or furnishing, making, submitting, filling materially incorrect statement as may be fixed by the Engineer-in-Charge and in the event of the Contractor's default continuing in this respect, the liquidated damages may be enhanced to Rs. 50.00 per day for each day of default subject to a maximum of ten percent of the estimated cost of the Works put to tender. The Engineer-in-Charge shall deduct such amount from bills or security deposit of the Contractor and credit the same to the Welfare Fund constituted under Regulations. The decision of the Engineer-in-Charge in this respect shall be final and binding.

16.7.1 Model Rules for Labour Welfare: The Contractor shall at his own expense comply with or cause to be complied with Model Rules for Labour Welfare as appended to these Conditions or rules framed by Government from time to time 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.

16.7.1 (i) Failure to comply with Model rules for Labour Welfare and/or provisions relating to report on accidents and/or to grant of maternity benefits to female workers shall make the Contractor liable to pay to the Corporation as Liquidated Damages an amount of Rs.1000/- (Rs. One thousand only) for each default or materially incorrect statement. The decision of the Engineer-in-Charge in such matters based on reports from the Inspecting Officers as defined in the Contractors labour Regulations as appended to these conditions shall be final and binding and deductions for recovery of such liquidated damages will be made from any amount payable to the Contractor.

16.7.2 Safety Code : The Contractor shall at his own expense arrange for the safety provisions as appended to these conditions or 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.

(i) Failure to comply with Safety Code shall make the Contractor liable to pay to the Corporation as liquidated damages an amount not exceeding Rs. 50.00 for each default or materially incorrect statement. The decision of the Engineer-in-Charge in such matters based on reports from the Inspecting Officers as defined in the Contractor's Labour Regulation as appended to these conditions shall be final and binding and deductions for recovery of such liquidated damages may be made from any amount payable to the Contractor.

17. The contractor shall not be permitted to enter on (other than for inspection purposes) or take possession of the site until instructed to do so by the Engineer-in-charge in writing. The portion of the site to be occupied by the contractor shall be defined and/or marked on the site plan, failing which these shall be indicated by the Engineer-in-Charge at site and the contractor shall on no account be allowed to extend his operations beyond these areas. In respect of any land allotted to the contractor for purposes of or in connection with the contract, the contractor shall be a licensee subject to the following and such other terms and conditions as may be imposed by Licencer :

(i) that he shall pay a nominal licence fee of Re. 1 per year or part of a year for use and occupation, in respect of each and every separate areas of land allotted to him.

(ii) that such use or occupation shall not confer any right of tenancy of the land to the Contractor.

(iii) that the contractor shall be liable to vacate the land on demand by the Engineer-in-Charge.

(iv) that the Contractor shall have no right to any construction over this land without the written permission of the Engineer-in-Charge. In case, he is allowed to construct any structure he shall have to demolish and clear the same before handing over the completed work unless agreed to the contrary.

17.1 The Contractor shall provide, if necessary or if required on the site, all temporary access thereto and shall alter, adapt and maintain the same as required from time to time and shall take up and clear them away as and when no longer required and as and when ordered by the Engineer-in-Charge and make good all damage done to the Site.

Setting out the Works:

18. The Engineer-in-Charge shall supply dimensioned drawings, levels and other information necessary to enable the Contractor to set out the Works and the Contractor shall set out the works and be responsible for the accuracy of the same. He shall amend at his own cost and to the satisfaction of the Engineer-in-Charge any error found at any stage which may arise through inaccurate setting out unless such error is based on incorrect data furnished in writing by the Engineer-in-Charge, in which case the cost of rectification shall be borne by the Corporation. The Contractor shall protect and preserve all bench marks used in setting out the Works till end of the Defects Liability Period unless the Engineer-in-Charge direct their earlier removal.

Site Drainage:

19. All water which may accumulate on the Site during the progress of the works, or in trenches and excavations, from other than the excepted Risks shall be removed from the Site to the satisfaction of the Engineer-in-Charge and at the Contractor's expense.

Nuisance:

20. The Contractor shall not at any time do, cause or permit any nuisance on Site or do anything which shall cause unnecessary disturbance or inconvenience to owners, tenants or occupiers of other properties near the Site and to the public generally.

Materials obtained from Excavation;

21. Materials of any kind obtained from excavation on the Site shall remain the property of the Corporation and shall be disposed of as the Engineer-in-Charge may direct.

Treasure, Trove, Fossils, etc:

22. All fossils, coins, articles of value or antiquity and structures and other remains or things of geological or archaeological interest discovered on the Site shall be the absolute property of the Corporation and the Contractor shall take reasonable precautions to prevent his workmen or any other person from removing or damaging any such article or thing, shall immediately upon 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 Corporation.

Protection of Trees:

23. Trees designated by the Engineer-in-Charge shall be protected from damage during the course of the Works and earth level within 1 meter of each such tree shall not be charged. Where necessary, such trees shall be protected by providing temporary fencing.

24. The contractor shall provide and maintain at his own expense all lights, guards, fencing and watching when and where necessary or 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.

Contractor's Supervision:

25. The Contractor shall either himself supervise the execution of the Works or shall appoint a competent agent approved by the Engineer-in-Charge if the Contractor has himself not sufficient knowledge and experience to be capable of receiving instructions or cannot give his full attention to the Works, the Contractor, shall at his own expense, employ as his accredited agent an engineer approved by the Engineer-in-Charge. Orders given to the Contractor's agent shall be considered to have the same force if these had been given to the Contractor himself. If the Contractor fails to appoint a suitable agent as directed by the Engineer-in-Charge, the Engineer-in-Charge shall have full powers to suspend the execution of the Works until such date as a suitable agent is appointed and the Contractor shall be held responsible for the delay so caused to the Works.

Inspection and Approval:

26. 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.

26.1 No work shall be covered up 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 and measurement of any work which is about to be covered up or put out of view and 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, attend for the purpose of examining and

measuring such work or of examining 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.

26.2 The Engineer-in-Charge or his representative shall have powers at any time to inspect and examine any part of the Works and the Contractor shall give such facilities as may be required for such inspection and examination.

Duties and Powers of Engineer-in-Charge's Representative:

27. 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. He shall have no authority to order any work involving any extra payment by the Corporation nor to make any variation in the works.

27.1 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 Corporation as though It has been given by the Engineer-in-Charge.

27.2 Failure of the Representative of the Engineer-in Charge to disapprove any work or materials shall not prejudice 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.

27.3 If the Contractor shall be dissatisfied with any decision of the Representative of the Engineer-in-Charge he shall be entitled to refer the matter to the Engineer-in-Charge who shall there upon confirm, reverse or vary such decision.

Removal of Workmen:

28. The Contractor shall employ in and about the Execution of the Works only such persons as are skilled and experienced in their several trades and the Engineer-in-Charge shall be at liberty to object to and require the Contractor to remove from the Works any person employed by the Contractor in or about 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 and such person shall not be again employed upon the Works without permission of the Engineer-in-Charge.

Uncovering and Making Good

29. The Contractor shall uncover any part of the Works and/or make openings 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 opening in or through, reinstating and making good the same shall be borne by the Corporation. In any other case all such expenses shall be borne by the Contractor.

Work during Night or on Sundays and Holidays:

30. Subject to any provisions to the contrary contained in the Contract, none of the permanent works shall be carried out during night or on Sundays or on authorised holidays without the permission in writing of the Engineer-in-Charge.

Completion Certificate:

31.1 As soon as the work is completed, the contractor shall give notice of such completion to the Engineer-in-Charge and within thirty days of receipt of such notice the Engineer-in-Charge shall inspect the work and shall furnish the Contractor with a certificate of completion indicating (a) date of completion (b) defects to be rectified by the Contractor and/or (c) items for which payment shall be made at reduced rates. When separate periods of completion have been specified for items or groups of items, the Engineer-in-Charge shall issue separate completion certificates for such item or groups of items. No certificate of completion shall be issued nor shall the work be considered to be complete till the Contractor shall have removed from the premises on which the work has been executed all scaffolding, sheds and surplus materials except such as are required for rectification of defects, rubbish and all huts and sanitary arrangements required for his workmen on the Site in connection with the execution of the work, as shall have been erected by the Contractor or the workmen and cleaned all dirt from the parts of building (s) in upon or about which the work has been executed or of which he may have had possession for the purpose of the execution thereof and cleaned floors, gutters and drains, eased doors and sashes, oiled locks and fastenings labelled keys clearly and handed them over to the Engineer-in-Charge and made the whole premises fit for immediate occupation or use to the satisfaction of the Engineer-in-Charge. If the Contractor shall fail to comply with any of the requirement of this conditions as aforesaid, on or before the date of completion of the Works. The Engineer-in-Charge may at the expense of the Contractor fulfil such requirements and dispose of the scaffoldings, surplus materials and rubbish etc. as he thinks fit and the Contractor shall have no claim in respect of any such scaffolding or surplus materials except for any sum actually realised by the sale thereof less the cost of fulfilling the requirements and any other amount that may be due from the Contractor. If the expense of fulfilling such requirements is more than the amount realised on such disposal as aforesaid, the Contractor shall forthwith on demand pay such excess.

31.2 If at any time before completion of the entire work, items or groups of Items for which separate periods of completion have been specified, have been completed, the Engineer-in-Charge can take possession of any part or parts of the same (any such part(s) being hereinafter in this Condition referred to as 'the relevant part') then notwithstanding anything expressed or implied elsewhere in this Contract:

(a) Within thirty days of the date of completion of such items or groups of items or of possession of the relevant part the Engineer-in-Charge shall issue completion certificate for the relevant part as in condition 31 (1) above provided the Contractor fulfils his obligations under that Condition for the relevant part.

(b) The Defects Liability Period in respect of such items and the relevant part shall be deemed to have commenced from the certified date of completion of such items or the relevant part as the case may be.

(c) The Contractor may reduce the value insured under Condition 34/34A by the full value of the completed items or relevant part as estimated by the Engineer-in-Charge for this purpose. This estimate shall be applicable for this purpose only and for no other.

(d) For the purposes of ascertaining compensation for delay under Condition 32 in respect of Any period during which the Works are not complete the relevant part will be deemed to form a separate item or group, with date of completion as given in the Contract or as extended under Condition 13 and

actual date of completion as certified by the Engineer-in-Charge under this Condition.

Compensation for Delay:

32. If the contractor fails to maintain the required progress in terms of condition 13 or to complete the work and clear the site on or before the contract or extended date period of completion, he shall, without prejudice to any other right or remedy of the Corporation on account of such breach, pay as agreed compensation amount calculated as stipulated below or such smaller amount as be fixed by the authority mentioned in Schedule-'A' on the contract value of the work for every week that the progress remains below that specified in condition 13 or that the work remains incomplete.

This will also apply to items or groups of items for which separate period of completion has been specified. (Refer Special Conditions of Contract)

For this purpose the term 'Contract Value' shall be the value at contract rates of the work as ordered.

- (a) Completion period (as originally stipulated) not exceeding 6 months. @ 1 percent per week.
- (b) Completion period (as originally stipulated) exceeding 6 months and not exceeding 2 years. @ ½ percent per week.
- (c) Completion period (as originally stipulated) exceeding 2 years. @ 1/4 percent per week.

32.1 Provided always that the total amount of compensation for delay to be paid under this Condition shall not exceed the undernoted percentage of the Contract value or of the Contract value of the item or group of items of work for which a separate period of completion is given:

- (a) Completion period (as originally stipulated) not exceeding 6 months. 10 per cent
- (b) Completion period (as generally stipulated) exceeding 6 months and not exceeding 2 years. 7½ percent
- (c) Completion period (as originally stipulated) exceeding 2 years. 5 per cent

32.2 The amount of Compensation may be adjusted or set-off against any sum payable to the Contractor under this or any other contract with the Corporation.

Defects Liability Period:

33. The Contractor shall be responsible to make good and remedy at his own expense within such period as may be stipulated by the Engineer-in-Charge, any defect which may develop or may be noticed

before the expiry of the period mentioned in Schedule 'A' hereto from the certified date of completion and intimation of which has been sent to the Contractor within seven days of the expiry of the said period by a letter sent by hand delivery or by registered post.

Contractor's Liability and Insurance:

34. From commencement to completion of the works. The Contractor shall take full responsibility for the case thereof and for taking precautions to prevent loss or damage and to minimise loss or damage to the greatest extent possible and shall be liable for any damage or loss that may happen, to the Works or any part thereof and all Corporation's T & P from any cause whatsoever (save and except the Excepted Risks) and shall at his own cost repair and make good the same so that, at completion, the Works and all Corporation's T & P shall be in good order and condition and in conformity in every respect with the requirements of the Contract and instructions of the Engineer-in-Charge.

34.1 In the event of any loss or damage to the Works or any part thereof or to any T & P or to any material or articles at the Site from any of the Excepted Risks the following provisions shall have effect :

(a) The Contractor shall, as may be directed in writing by the Engineer-in-Charge, remove from the Site any debris and so much of the works as shall have been damaged, taking to the Corporation's store such Corporations T & P, articles and/or materials as may be directed;

(b) 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 provisions and Conditions of the Contract; and

(c) These will be added to the Contract sum, the net amount due, ascertained in the same manner, as for deviations, or as prescribed for payment, in respect of the re-execution of the works lost or damaged; the replacement of any T & P and of any materials and articles lost or damaged, but not incorporated in the Works on the day when the loss or damage occurred and the removal by the Contractor as provided above of Corporation's T&P articles and/or materials to the Corporation's store and of debris and damaged Works referred to therein and the compensation paid by him under any law for the time being in force, to any workman employed by him for any injury caused to him, or to the workman's legal successors for loss of the workmans life.

34.2 PROVIDED always that the Contractor shall not be entitled to payment under the above provisions in respect of so much loss or damage as has been occasioned by any failure on his part to perform his obligations under the Contract or not taking precautions to prevent loss or damage or minimise the amount of such loss or damage.

34.3 Where Corporation's building or a part thereof is rented by the Contractor he shall insure the entire building if the building or any part thereof is used by him for the purpose of storing or using materials of combustible nature, as to which the decision of the Engineer-in-Charge shall be final and binding.

34.4 The Contractor shall indemnify and keep indemnified the Corporation against all losses and claims for injuries or damage to any persons or any property whatsoever which may arise out of or in consequence of the construction and maintenance of Works and against all claims, demands proceedings, damages, costs, charges and expenses whatsoever in respect of or in relation thereto. PROVIDED always that nothing herein contained shall be deemed to render the Contractor liable for or in respect of or to indemnify the Corporation against any compensation or damage caused by the Excepted Risks.

34.5 Before commencing execution of the work, the Contractor shall, without in any way limiting his obligations and responsibilities under this condition, insure against any damage, loss or injury which may occur to any property, (excluding that of the Corporation but including the Corporation's building rented by the Contractor wholly or in a part and any part of which is used by him for storing combustible materials), or to any person (including any employee of the Corporation) by or arising out of carrying out of the Contract.

34.6 The Contractor shall at all times indemnify the Corporation against all claims, damages or compensation under the provisions of Payment of Wages Act, 1936, Minimum Wages Act, 1948, Employer's Liability Act, 1938, the Workmen's Compensation Act, 1923, Industrial Disputes Act, 1947 and the Maternity Benefit Act, 1961 or any modifications thereof or any other law relating thereto and rules made thereunder from time to time or as a consequence of any accident or injury to any workman or other persons in or about the Works, whether in the employment of the Contractor or not, save and except where such accident or injury has resulted from any act of the Corporation, his agents or servants, and also against all costs, charges and expenses of any suit, action or proceedings arising out of such accident or injury and against all sum or sums which may with the consent of the Contractor be paid to compromise or compound any claim. Without limiting his obligations and liabilities as above provided, the Contractor shall insure against all claims, damages or compensation payable under the Workmen's Compensation Act, 1923 or any modification thereof or any other law relating thereto.

34.7 The aforesaid insurance policy/policies shall provide that they shall not be cancelled till the Engineer-in-Charge has agreed to their cancellation.

34.8 The Contractor shall prove to the Engineer-in-Charge from time to time that he has taken out all the insurance policies referred to above and has paid the necessary premiums for keeping the policies alive till expire Of the Defects Liability Period.

34.9 The Contractor shall ensure that similar insurance policies are taken out by his sub-contractors (if any) and shall be responsible for any claims or losses to the Corporation resulting from their failure to obtain adequate insurance protection in connection thereof. The contractor shall produce or cause to be produced by his sub-contractors (if any) as the case may be, the relevant policy or policies and premium receipts as and when required by the Engineer-in-Charge.

34.10 If the Contractor and/or his sub-contractors (if any) shall fail to effect and keep in force the insurance referred to above or any other insurance which he/they may be required to effect under the terms of the Contract then and in any such case the Corporation may, without being bound to, effect and keep in force any such insurance and pay such premium or premiums as may be necessary for that purpose and from time to time deduct the amount so paid by the Corporation from any moneys due or which may become due to the Contractor or recover the same as a debt due from the Contractor.

OR

Contractor's Liability and Insurance (To be incorporated in those contracts only in which execution of work involves considerable risk of loss or damage).

34-A From commencement to completion of the Works, the Contractor shall take full responsibility for the care thereof and for taking precautions to prevent loss or damage and to minimise loss or damage to

the greatest extent possible and shall be liable for any damage or loss that may happen to the Works or any part thereof and all Corporation's T & P from any cause whatsoever save and except the Excepted Risk and shall at his own cost repair and make good the same so that at completion, the Works and all Corporation's T & P shall be in good order and conditions and in conformity in every respect with the requirements of the Contract and instructions of the Engineer-in-Charge.

34-A.1 In the event of any loss or damage to the Works or any part thereof or to any T & P or to any material or articles at the Site from any of the Excepted Risks the following provisions shall have effect:

(a) The Contractor shall, as may be directed in writing by the Engineer-in-Charge, remove from the Site any debris and so much of the Works as shall have been damaged, taking to Corporation's store such Corporation's T & P, articles and/or materials as may be directed.

(b) 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 provisions and conditions of the Contract; and

(c) These will be added to the Contract Sum, the rest amount due, ascertained in the same manner as for deviations, or as prescribed for payment, in respect of the re-execution of the Works lost or damaged, the replacement of any T & P and of any materials and articles lost or damaged but not incorporated in the Works on the day when the loss or damage occur and the removal by the Contractor as provided above of Corporation's T & P, articles and/or materials to the Corporation's store and of debris and damaged Works referred to therein and the compensation paid by him, under any law for the time being in force, to any workman employed by him for any injury cause to him or to the workman's legal successors for loss of the workman's life.

34-A.2 PROVIDED always that the Contractor shall not be entitled to payment under the above provisions in respect of so much loss or damage as has been occasioned by any failure on his part to perform his obligations under the Contract or not taking precautions to prevent loss or damage or minimise the amount of such loss or damage.

34-A.3 Without limiting the obligations and responsibilities under this Condition the Contractor shall insure the Works (from commencement to completion), the Corporation's T & P hired by the Contractor and all materials at Site, to their full value (as to Corporation's T & P according to the value indicated in Schedule C), against the risk of loss or damage from whatever cause arising other than the Excepted Risks. The said insurance shall be in the joint names of Corporation and the Contractor and' the Contractor shall deposit with the Engineer-in-Charge the said policy or policies. All money payable by the insurers under such policy or policies shall be recovered by the Corporation and shall be paid to the Contractor in installments by the Engineer-in-Charge for the purpose of rebuilding or replacement or repair of the Works and/or goods destroyed or damaged as the case may be. Provided however if the amount payable by the insurers in respect of any claim under such a policy is not in excess of the amount mentioned in Schedule A the same may be recovered by the Contractor directly from the insurers and shall be utilised by him for the purpose of rebuilding or replacement or repair of the Works and/or goods destroyed or damaged as the case may be.

34-A.4 If the Contractor has a blanket insurance policy for all his Works and the policy covers all the items to be insured under this Condition, the said policy shall be assigned by the Contractor in favour of the Corporation; provided however if any amount is payable under the policy by the insurers in respect of Works other than the work under this Contract the same may be recovered by the Contractor directly from the insurers.

34-A.5 Where the Corporation building or a part thereof is rented by the Contractor he shall insure the entire building if the building or any part thereof is used by him or the purpose of storing or using materials of combustible nature, as to which the decision of the Engineer-in-Charge shall be final and binding.

34.A-6 The Contractor shall indemnify and keep indemnified the Corporation against all losses and claims for injuries or damage to any person or any property whatsoever which may arise out of or in consequence of the construction and maintenance of the Works and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect of or in relation thereto; Provided always that nothing herein contained shall be deemed to render to Contractor liable for or in respect of or to indemnify the Corporation against any Compensation or damage caused by the Excepted Risks.

34.A-7 Before commencing execution of the work, the Contractor shall, without in any way limiting this obligations and responsibilities under this Condition, insure against any damage, loss or injury which may occur to any property, (Excluding that of the Corporation but including the Corporation's building rented by the Contractor wholly or in part and any part of which is used by him for storing combustible materials), or to any person (including any employee of the Corporation) by or arising out of carrying out of the contract.

34.A-8 The Contractor shall at all times indemnify the Corporation against all claims, damages or compensation under the provisions of Payment of Wages Act, 1936, Minimum Wages Act, 1948, Employer's Liability Act, 1938, the workman's compensation Act, 1947, Industrial Disputes Act, 1947, and Maternity Benefit Act, 1961, or any modifications thereof or any other Law relating thereof and rules made thereunder from time to time or as consequence of any accident or injury to any workman or other persons in or about the Works, whether in the employment of the Contractor or not, save and except where such accident or injury has resulted from any act of the Corporation, its agents, or servants, and also against all costs, charges and expenses of any suit, action or proceedings arising out of such accident or injury and against all sum of sums which may with the consent of the Contractor be paid to compromise or compound any such claim. Without limiting his obligations and liabilities as above provided, the Contractor shall insure against all claims, damages or compensation payable under the Workmen's Compensation Act 1923 or any modification thereof or any other law relating thereto.

34.A-9 The aforesaid insurance policy/policies shall provide that they shall not be cancelled till the Engineer-in-Charge has agreed to their cancellation.

34.A-10 The Contractor shall prove to the Engineer-in-Charge from time to time that he has taken out all the insurance policies referred to above and has paid the necessary premiums for keeping the policies alive till expiry of the Defects Liability Period.

34.A-11 The Contractor shall ensure that similar insurance policies are taken out by his sub-contractors (if any) and shall be responsible for any claims or losses to the Corporation resulting from their failure to obtain adequate insurance protection in connection thereof. The Contractor shall produce or cause to be produced by his sub-contractor (if any) as the case may be, the relevant policy or policies and premium receipts as and when required by the Engineer-in-Charge.

34.A-12 If the Contractor and/or his sub-contractors (if any) shall fail to effect and keep in force the insurance referred to above or any other insurance which he/they may be required to effect under the terms of the Contract then and in any such case the Corporation may, without being bound to, effect and

keep in force any such insurance and pay such premium or premiums, as may be necessary for that purpose and from time to time deduct the amount so paid by the Corporation from any moneys due or which may become due to the Contractor or recover the same as a debt due from the Contractor.

Facilities to other Contractors

35. The Contractor shall, in accordance with the requirements of the Engineer-in-Charge afford all reasonable facilities to other contractors engaged contemporaneously on separate contracts in connection with the Works and for departmental labour and labour of any other properly authorised authority or statutory body which may be employed at the Site on execution of any work not included in the Contract or of any contract which the Corporation may enter into in connection with or ancillary to the Works.

Notices to Local Bodies

36. Contractor shall comply with and give all notices required under any Governmental authority, instrument, rule or order made under any Act of Parliament, State Laws or any regulation or bye-laws of any local authority relating to the Works. He shall before making any variation from the contract drawings necessitated by such compliance give to the Engineer-in-Charge a written notice giving reasons for the proposed variation and obtain the Engineer-in-Charge's instructions thereon.

36.1 The Contractor shall pay and indemnify the Corporation against any liability in respect of any fees or charges payable under any Act of Parliament, State laws or any Government instrument, rule or order and any regulations or bye-laws of any local authority in respect of the Works.

Sub Contracts :

37. The Contractor shall not sub-contract any portion of the contract without the prior written approval of the Accepting Authority. Employment of piece rate workers shall not be deemed as sub-contracting.

Instructions and Notices :

38. Subject as otherwise provided in this Contract, all notices to be given on behalf of the Corporation 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.

38.1 All instructions, notices and communications, etc., under the Contract shall be given in writing and if sent by registered post to the last known place of abode or business of the Contractor shall be deemed to have been served on the date when in the ordinary course of post these would have been delivered to him.

38.2 The Contractor or his Agent shall be in attendance at the Site(s) during all working hours and shall superintend the execution of the Works with such additional assistance in each trade as the Engineer-in-Charge may consider necessary. Orders given to the Contractor's Agent shall be considered to have the same force as if they had been given to the Contractor himself.

38.3 The Engineer-in-Charge shall communicate or confirm the instructions to the Contractor in respect of the execution of work in a 'Works Site Order Book' maintained in the office of the Engineer-in-Charge 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).

Foreclosure of Contract in Full or in Part due to Abandonment or Reduction in Scope of Work.

39. If at any time after acceptance of the tender the Corporation shall decide to abandon or reduce the scope of the Works for any reason whatsoever and hence 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 did not derive in consequence of the foreclosure of the whole or part of the Works.

39.1 The Contractor shall be paid at Contract rates full amount for 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 work to the full extent because of the foreclosure :

(a) Any expenditure incurred on preliminary site work, e.g. temporary access roads, temporary labour huts, staff quarters and site offices; storage accommodation and water storage tanks.

(b) (i) The Corporation 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 Corporation shall be bound to take over the materials or such portions thereof as the Contractor does not desire to retain. For materials taken over or to be taken over by the Corporation, cost of such materials 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 Corporation, 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 supplied by the Corporation are rendered surplus, the same except normal wastage shall be returned by the Contractor to the Corporation at rates not exceeding those at which these were originally issued less allowance for any deterioration or damage which may have been caused whilst the materials were in the custody of the Contractor. In addition, cost of transporting such materials from Site to the Corporation stores, if so required by the Corporation.

(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 transportation shall be payable.

39.2 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.

Termination of Contract for Death

40. If the Contractor is an individual or a proprietary concern and the individual or the proprietor dies and if the Contractor is a partnership concern and one of the partners dies then unless the Accepting Authority 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 Accepting Authority shall be entitled to cancel the Contract as to its incompleting part without the Corporation being in any way to payment of any compensation to the estate of the deceased Contractor and/or to the surviving partners of the Contractor's firm on account of the cancellation of the Contract. The decision of the Accepting Authority that the legal representatives of the deceased Contractor or the surviving partners of the Contractor's firm cannot carry out and complete the Contract shall be final and binding on the parties. In the event of such cancellation 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.

Cancellation of Contract in Full or in Part :

41. If the Contractor :

(a) at any time makes default in proceeding with the Works with due diligence and continues to do so after a notice in writing of 7 days from the Engineer-in-Charge; or

(b) commits default in complying with any of the terms and conditions of Contract and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is given to him in that behalf by the Engineer-in-Charge; or

(c) fails to complete the works or items of work with individual dates of completion, on or before the date(s) of completion, and does not complete them within the period specified in a notice given in writing in that behalf by the Engineer-in-Charge; or

(d) shall offer, or give or agree to give to any person in Corporation's service or to any other person on his behalf any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or having done or forborne to do any act in relation to the obtaining or execution of this or any other Contract for the Corporation; or

(e) shall enter into a contract with the Corporation in connection with which commission has been paid or agreed to be paid by him or to his knowledge, unless the particulars of any such commission and the terms of payment thereof have previously disclosed in writing to the Accepting Authority / Engineer-in-Charge; or

(f) shall obtain a Contract with the Corporation as a result of ring tendering or other non-bonafide methods of competitive tendering; or

(g) 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 or composition (other than a voluntary 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 affective or composition or arrangement for the benefit of his creditors or purport so to do, or if any application be make 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

(h) 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

(i) shall suffer an execution being levied on his goods and allow it to be continued for a

period of 21 years; or

(j) assigns, transfers, sublets (engagement of labour on a piece-work basis or of labour with materials not be incorporated in the work, shall not be deemed to be subletting) to attempts to assign, transfer or sublet the entire Works or any portion thereof without the prior written approval of the Accepting Authority;

the Accepting Authority may, without prejudice to any other right to remedy which shall have accrued or shall accrue thereafter to the Corporation by written notice cancel the contract as a whole or only such items of work in default from the Contract.

41.1 The Accepting Authority shall on such cancellation have powers to :

(a) take possession of the Site and any materials, constructional plant, implements, stores, etc., thereon; and/or

(b) carry out the incomplete work by any means at the risk and cost of the Contractor.

41.2 On cancellation of the Contract in full or in part the Accepting Authority shall determine what amount, if any, is recoverable from the Contractor for completion of Works or part of the Works or in case the Works or part of the Works is not completed, the loss or damage suffered by the Corporation. In determining the amount, credit shall be given to the Contractor for the value of the work executed by him up to the time of cancellation, the value of Contractors material taken over and incorporated in the work, and use of tackle and machinery belonging to the Contractor.

41.3 Any excess expenditure incurred or to be incurred by the Corporation in completing the Works or part of the Works or the excess loss or damages suffered or may be suffered by the Corporation as aforesaid after allowing such credit shall be recovered from any money due to the Contractor on any account, and if such money are not sufficient the Contractor shall be called upon in writing to pay the same within 30 days.

41.4 If the Contractor shall fail to pay the required sum within the aforesaid period of 30 days, the Engineer-in-Charge shall have the right to sell any or all of the Contractors' unused materials, constructional plant, implements, temporary buildings 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 be any balance outstanding from the Contractor, it shall be recovered in accordance with the provisions of the Contract.

41.5 Any sums in excess of the amounts due to the Corporation and unsold materials, constructional plant etc., shall be returned to the Corporation, provided always that if cost or anticipated cost of completion by the Corporation of the Works or part of the Works is less than the amount which the Contractor would have been paid had he completed the Works or part of the Works, such benefit shall not accrue to the Contractor.

Liability for Damage, Defects or Imperfections and Rectification thereof :

42. If the Contractor or his workman or employees shall injure or destroy any part of the building in which they may be working or any building, road, fence etc. contiguous to the premises on which the

work or any part of it is being executed, or if any damage shall happen to the work while in progress the Contractor shall upon receipt of a notice in writing in that behalf make the same good at his own expense. If it shall appear to the Engineer-in-Charge or his Representative at any time during construction or re-ccnstruction 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 work are unsound or of a quality inferior to that contracted for, or otherwise not in accordance with the Contract, or that any defect, shrinkage or other faults have appeared 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 re-construct the work so specified in whole or in part, as the case may require or as the case may be, and/or remove the materials or articles so specified and provide other proper and suitable materials or articles at his own expense, notwithstanding that the same may have been inadvertently passed, certified and paid for and in the event of his failing to do so within the period to be specified by the Engineer-in-Charge in his notice aforesaid, the Engineer-in-Charge may rectify or remove and re-execute the work and/or remove and replace with others the materials or articles complained of, as the case may be, by other means at the risk and expense of the Contractor.

42.1 In case of repairs end maintenance works, splashes and droppings from white-washing, printing etc., shall be removed and surfaces cleaned simultaneously with completion of these items of work in individual rooms, quarters or premises etc., where the work is done, without waiting for completion of all other items of work in the Contract. In case the Contractor fails to comply with the requirements of this condition, the Engineer-in-Charge shall have the right to get the work done by other means at the cost of the Contractor. Before taking such action, however, the Engineer-in-Charge shall give three days notice in writing to the Contractor.

Urgent Works :

43. If any Urgent Work (in respect whereof the decision of the Engineer-in-Charge shall be final and binding) becomes necessary and the Contractor is unable or unwilling at once to carry it out, the Engineer-in-Charge may by his own or other work people, carry it out as he may consider necessary. If the Urgent work shall be such as the Contractor is liable under the Contract to carry out at his expenses all expenses incurred on it by the Corporation shall be recoverable from the Contractor and be adjusted or set off against any sum payable to him.

Changes in Constitution :

44. Where the Contractor is a partnership firm, prior approval in writing of the Accepting Authority 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 hereby undertaken by the Contractor. If prior approval as aforesaid is not obtained the Contract shall be deemed to have been assigned in contravention of Condition 41(i) hereof and the same action may be taken and the same consequences shall ensure as provided for in the said Condition 41.

Training of Apprentices :

45. The Contractor shall during the currency of the Contract when called upon by the Engineer-in-Charge engage and also ensure engagement by sub-contractors and other employed by the Contractor in connection with the Works, such number of Apprentices in the categories mentioned in Schedule A and

for such periods as may be required by the Engineer-in-Charge. The Contractor shall train them as required under the Apprentices Act, 1961 and shall be responsible for all obligations of the employer under the Act including the liability to make payment to Apprentices as required under the Act.

Supply of Unfiltered Water for Construction Purposes only :

46. (a) The contractor shall draw water from the water supply mains provided in the project at suitable points to be indicated by the Engineer-in-Charge. All pipe lines, pumps and other accessories required for taking the water from the mains to the site of work shall be provided by the contractor at his own cost. He shall not be entitled to any payment on account of the expenditure incurred in providing the pipe lines, pumps, etc. No charges will be levied on the Contractor for the water drawn by him for the purpose of the construction work. Should the water, however, be used for either the colony or for manufacture, the same shall be chargeable at a rate to be fixed by the Engineer-in-Charge whose decision in this regard shall be final and shall have to be taken through a metered connection.

(b) The NTPC TamilNadu Energy Company Limited, do not guarantee the maintenance of uninterrupted supply of water and in case of any interruptions of such supply of water the Contractor shall be responsible for making at his own cost alternative arrangements for water. The Engineer-in-Charge also reserves the right to limit the quantity of water to be allowed to be drawn by the Contractor.

(c) No claim for damages will be entertained by the NTPC TamilNadu Energy Company Limited, on account of interruption of water supply or limitation of quantity of water as aforesaid or on account of the water so supplied being not fit for construction purposes or on any other account in connection with such water supply.

(d) It will be the responsibility of the Contractor to satisfy himself that the water drawn by him is fit for construction and to adequately treat such water at his cost when it is not found fit for the said purposes.

(e) Where the Contractor makes his own arrangements for water required for the work, nothing extra shall be paid for the same. He should make arrangements for storage of sufficient quantity of water required at least for a day's work.

Land for Contractor's Office, Store, Workshop etc.

47. (a) The Engineer-in-Charge shall at his discretion and for the duration of execution of the Contract make available at site, free of charge land for construction of contractor's field office, workshop, stores, magazines for explosives in isolated locations, assembling yard etc. required for execution of the contract. Levelling and dressing of site, any construction of temporary roads, offices, workshop etc., as per plan approved by the Engineer-in-Charge shall be done by the Contractor at his own cost.

(b) On completion of work the Contractor shall handover the land duly cleaned to the Engineer-in-Charge. Until and unless the Contractor has handed over the vacant possession of land allotted to him for the above purpose, the payment of his final bill shall not be made. The Contractor shall be made liable to pay for the use and occupation at the rates to be determined by the Engineer-in-Charge if the Contractor overstays in the land after the contract is completed.

Power Supply :

48. (a) Engineer-in-Charge will provide without charge electricity consumed at the job site at one point of the distribution system as per requirement as may be decided by the Engineer-in-Charge, Electricity furnished will be 440 volts, 3 phase, 50 cycles and 230 Volts, 1 phase 50 cycles. Each Contractor shall provide and install all necessary transformers, switchgear, wiring, fixtures, bulbs and other temporary equipment for further distribution and utilisation of energy for power and lighting and shall remove same on completion of the work. Should, however, electricity be used in the Contractors labour/staff colony, the power so consumed shall be charged at the prevailing tariff rate of State Electricity Board as prevalent for that area at the time of award of work; the supply may be withdrawn if the power is used for purposes other than for the work of the project and the Contractor shall not be entitled to any claim whatsoever on account of any such action taken by the Engineer-in-Charge.

(b) The Contractor shall indicate in his proposal his requirements of the above facilities.

VALUATION AND PAYMENT

Records and Measurement :

49. The Engineer-in-Charge shall except as otherwise stated ascertain and determine by measurement the value in accordance with the contract work done in accordance therewith.

49.1 All items having a financial value shall be entered in Measurement Book, level book, etc. prescribed by the Corporation so that a complete record is obtained of all work performed under the Contract.

49.2 Measurements shall be taken jointly by the Engineer-in-Charge or his authorised representative and by the Contractor or his authorised representative.

49.3 Before taking measurements of any work the Engineer-in-Charge or the person deputed by him for the purpose 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 measurement, then in any such event measurements taken by the Engineer-in-Charge or by the person deputed by him shall be taken to be correct measurements of the work.

49.4 The Contractor shall, without extra charge, provide assistance with every appliance, labour and other things necessary for measurements.

49.5 Measurements shall be signed and dated by both parties each day on the Site on completion of measurement. If the Contractor objects to any of the measurements recorded on behalf of the Corporation 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 Accepting Authority on any such dispute or difference of interpretation shall be final and binding on both the parties and shall be beyond the scope of the settlement of disputes by Arbitration in respect of all contract items, substituted items, extra items and deviations.

Methods of Measurement :

50. Except where any general or detailed description of the work in Quantities expressly shows to the contrary, Schedule of Quantities shall be deemed to have been prepared and measurements shall be taken in accordance with the procedure set forth in the Schedule of Rates/Specification notwithstanding any provision in the relevant Standard Method of Measurement or any general or local custom. In the case of items which are not covered by the Schedule of Rates/Specification, measurements shall be taken in accordance with the relevant Standard Method of Measurement issued by the Indian Standard Institution.

Payment On Account :

51. Interim bills shall be submitted by the Contractor at intervals mentioned in Schedule A on or before the date fixed by the Engineer-in-Charge for the work executed. The Engineer-in-Charge shall then arrange to have the bill verified by taking or causing to be taken, where necessary, the requisite measurements of the work.

51.1 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 following:

(a) all work executed, after deducting therefrom the amounts already paid, the security deposit and such other amounts as may be deductible or recoverable in terms of the Contract;

(b) 75 % of the cost, as assessed by the Engineer-in-Charge or 75% of the material component of the item rate or 75% of the item rate whichever is lowest for any materials which are in the opinion of the Engineer-in-Charge reasonably required in accordance with the Contract and have been brought to Site for incorporation in the Works and are safeguarded against loss due to any cause whatsoever to the satisfaction of the Engineer-in-Charge, but have not been so incorporated; provided the contractor provides an insurance cover for the full cost of perishable materials. For the purpose of this clause, the material component is defined as follows :

“ The sum total of all the percentages for various factors stipulated in price adjustment clause except the percentage stipulated for the labour component and fixed component”.

51.2 The advance payments under (b) above shall be adjusted as and when materials are utilised in the Works.

51.3 Payment of the Contractor's bills shall be paid by the Corporation within 21 days from the date of submission of the bill subject to the acceptance of the Engineer-in-Charge.

51.4 Any interim certificate given relating to work done or materials delivered, may be modified or corrected by any subsequent interim certificate or by the final certificate. No certificate 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.

51.5 Pending consideration of extension of date of completion interim payments shall continue to be made as herein provided.

Time Limit for Payment of Final Bill :

52. The final bill shall be submitted by the Contractor within three months of physical completion of the Works. No further claims shall be made by the Contractor after submission of the final bill and these shall be deemed to have been waived and extinguished. Payment of those items of the bill in respect of which there is no dispute and of items in dispute, for quantities and at rates as approved by Engineer-in-Charge, shall be made within the period specified hereunder, the period being reckoned from the date of receipt of the bill by the Engineer-in-Charge:

- | | | |
|-----|--|-------------|
| (a) | Contract amount not exceeding Rs.5 lakhs | Four months |
| (b) | Contract amount exceeding Rs.5 lakhs | Six months |

52. After payment of the amount of the final bill payable as aforesaid has been made, the Contractor may, if he so desires, reconsider his position in respect of the disputed portion of the final bill and if he fails to do so within 90 days, his disputed claim shall be dealt with as provided in the Contract.

53. CONTRACT PRICE ADJUSTMENT

53.1 The rates quoted by the tenderer shall be the Base Price, which will be subjected to PRICE ADJUSTMENTS in accordance with the conditions and formula prescribed herein and further subject to satisfying the requirements specified in this clause only.

53.2 The "Contract Price" (for definition please refer clause No.3 (e) of G.C.C. - "Definitions") as awarded shall be the Base Price, unless other wise specified.

A certain fixed percentage of the base price shall not be subject to any price adjustment. The balance percentage to be specified shall be of Identified Components towards Labour, Material(s) and H.S. Diesel Oil (F.O.L;) and shall be subjected to Price Adjustment.

The fixed component and the identified components shall vary from contract to contract depending upon the scope of work(s) and shall be furnished in the Special Conditions to Contract, which will be attached to the tender documents.

53.3 The actual amount of price adjustment shall be determined by satisfying the conditions specified herein and shall not exceed the maximum limit as specified in sub-clause 53.6 herein below.

53.4 The price adjustment, formula for the various components of the Contract Price, shall be construed as stipulated hereinafter. The formula designed for governing and calculating the price adjustment to be applied to the contract price shall be as follows :

$$ACV1 = CV F + \frac{l.L1}{Lo} + \frac{m.M1}{Mo} + \frac{d.D1}{Do}$$

Where :

ACV1 = adjusted contract price i.e., value of work done after application of above price adjustment formula.

CV = base contract price, subject to price adjustment, i.e., the value of the work done in the given period for which the Price Adjustment is to be calculated.

F = Fixed component portion of contract price which will not be subjected to any adjustment under this formula or otherwise (and will be quantified from contract to contract in the Special Conditions of Contract).

l = Labour component of the contract price which will be subjected to adjustment; (to be quantified from contract to contract in the Special Conditions of Contract).

m = material component (excluding owner issue materials) of the contract price which will be subject to adjustment; (and will be quantified from contract to contract, in the Special Conditions of Contract).

d = High Speed Diesel/P.O.L. Component of the contract price which will be subject to adjustment; (and will be quantified from contract to contract, in the Special Conditions of Contract). The variation in this component will be available to contract(s) as defined in 53.6 (i) (a) OR (b) as the case may be.

L = Labour Index, which shall be the "Index Number" of "Consumer Price Index" for Industrial Workers : (All India) (General)" as published by Labour Bureau, Simla in their monthly bulletin entitled "Indian Labour Journal"

M = Material Index, which will be the "Index Number" of "Index Numbers of Wholesale Prices" under Group "All Commodities" as published by Ministry of Industry in their monthly bulletin entitled "Index Number of Wholesale Prices".

D = High Speed Diesel Price per litre; which will be the price of High Speed Diesel Oil at the Indian Oil Corpn. retail outlet nearest to the project (selling price inclusive of taxes and duties, if any, per litre of high speed diesel oil).

SUBSCRIPT

'0' = refers to the values of the above mentioned labour / material indices or diesel price as on 7 days prior to the date of opening of tenders.

'1' = refers to the values of corresponding labour / material indices or diesel price as applicable for the month prior to the month in which the work is executed for which adjustment is applicable, respectively.

53.5 The value of 'F' as specified in Bid Documents / Special Conditions of Contract will remain unchanged and fixed and shall not be disputed.

53.6 The total Price Adjustment(s) in any Contract Price of any Contract shall not exceed the maximum limit(s) specified herein below :

(i) For Contract(s) where completion period as stipulated is less than and upto 12 (Twelve) months :

In such contracts with completion period upto 12 months only price variation due to diesel component is permitted and no variation due to labour or material(s) component will be allowed in any circumstances.

(a) 2.5% (Two point five percent) of the Contract Price as awarded: when the diesel component is upto five percent of the contract price (for all types of contract other than (b) below

OR

(b) 5% (five percent) of the contract price as awarded when the diesel component is above five percent upto ten percent of the Contract price for the contracts involving earth works with equipments deployment like site levelling.

(ii) For Contract(s) where completion period as stipulated is more than 12 months but not more than 24 months;

12% (Twelve percent) of the contract price as awarded.

(iii) For Contract(s) where completion period as stipulated is more than 24 months but not more than 36 months

15% (Fifteen percent) of the contract price as awarded.

(iv) For Contract(s) where completion period as stipulated is more than 36 months.

20% (Twenty percent) of the contract price as awarded.

53.7 Price Adjustment(s) shall be calculated for the quantum of works executed for the month or the period of the bill as per agreed work schedule. For the purposes of payment/recovery of price variation provisions, the Contractor would be eligible for such claims or shall be liable for refund on the quantum of work scheduled to have been executed in the month or period as per the agreed work schedule or the actual quantum of work done provided always that such quantum of work done is more than or equal to the scheduled quantum of work as per the agreed work schedule. In other words the Contractor shall not be eligible for these claims not liable for payment/refund under these provisions if the work has been delayed beyond the scheduled date(s) for reason attributable to contractor. However, the Contractor would be eligible for claim or liable for refund for Price Adjustment(s) for quantities of work executed beyond the scheduled dates based on the value of indices as applicable to the scheduled dates of execution, for such delayed work provided that if the indices during the extended period are lower than the indices during scheduled dates of execution, then lower indices shall be applicable.

53.8 Additional, altered or substituted items of work, derived from the agreed schedule of Rate (attached in Award letter) will also attract price adjustment as per this clause no. variation adjustment is payable for the rate/amount of the additional, altered or substituted items of work when derived from or based on Market Rates as per Clause 10.1 (iv) & (v). No price adjustment for the cost of Owner Issue Material (viz.) steel & cement or any other item(s) issued from Owner's stores shall be applicable, which are issued at fixed rates to the Contractor.

53.9 Every month after the award of Contract, the Contractor shall submit to the Engineer-in-Charge, a written notice of the changes, if any, that have occurred in the specified indices of Material(s), and Labour or that of Diesel price, during the previous reporting period containing the effective date of such change, the amount of change for the claim of the amount of contract price Adjustment with authenticated documentary evidence of the relevant published indices/diesel price to substantiate the price adjustment.

53.10 Provided further that such payment/refund shall not be operative and payable after the Schedule expiry of the Contract Period or authorised extended contract period or extended date of completion of works or Items of Works in question, whichever is earlier.

53.11 In case, the Works, or items of work, or group of items of work, are delayed beyond the schedule date for the work, for reasons attributable to the Contractor, the price adjustment provisions shall not be applicable for the period of time between the schedule date and the actual date, but for as provided above in sub-clause 53.7.

53.12 For this purpose, the schedule date of works shall be as identified in line with provisions of clause entitled "Time and Extension for Delay" and/or "The Bar Chart" (which will be discussed and finalised before Award of Work) where in the separate period of completion has been specified/agreed to, for items, or groups of items, or works.

53.13 TOTAL ADJUSTED CONTRACT PRICE (with ceiling as per Sub-clause 53.6)

The total adjusted contract price shall be :

(Sigma) ACV1 + other elements of Contract Price, if any.

53.14 Except as provided herein, no other expenditure incurred by the Contractor, due to levy of additional/increase in taxes, duties, octroi, royalty, levies, insurance premium(s), benefits to Workers / Labours or any other Clause(s)/item(s) due to any reason whatsoever, shall be payable to the Contractor.

53.15 Tenders specifying provisions other than those specified above run the risk of rejection.

Loans :

54. A) Mobilisation Advance
- i) A lumpsum mobilization advance not exceeding 2% of the Contract value as awarded shall be paid to the Contractor at the rate of interest mentioned in Schedule-A of General Conditions of Contract for Civil Works subject to fulfillment of the following conditions
 - (a) On unconditional acceptance of Letter of Award by the Contractor.
 - (b) Acceptance and Finalisation of detailed work schedule and finalization of equipment mobilization schedule.
 - (c) Submission of an irrevocable bank guarantee for the amount of advance from any bank as per list enclosed at Annexure-VIII B in accordance with the provisions of of the General Conditions of Contract. Such bank guarantee shall be sent by the Owner to the issuing

bank for verification and the advance shall be released only after the bank guarantee is duly verified by the issuing bank.

- (d) Finalisation of Quality Assurance Programme
- (e) Submission of an unconditional, irrevocable bank guarantee against Initial Security Deposit from any bank as per list enclosed at Annexure-VIII B in the proforma of bank guarantee attached to General Conditions of Contract for Civil Works Or Crossed demand Draft for Rs. _____ /- (Rupees _____ only) drawn in favor of NTECL payable at Chennai towards Initial Security Deposit.
- (f) In case of Joint Deed of Undertaking by the Contractor alongwith his Associate forms part of the Contract then submission of an unconditional Bank Guarantee from such Associate towards faithful performance of the Joint Deed of Undertaking for an amount equal to five percent (5%) of that part of Contract Price for which the Associate has been associated by the Contractor. This Bank Guarantee shall be furnished from from any Bank as per list enclosed at Annexure-VIII B in the proforma of Bank Guarantee, Annexure-X.
- ii) A further lumpsum mobilization advance not exceeding 2% of the contract value as awarded shall be paid to the Contractor from Project Site at the rate of interest mentioned in Schedule-A of General Conditions of Contract for Civil Works subject to fulfillment of the following conditions :
 - a) Fulfilment of conditions mentioned at para 54 A i) a, b, d & e.
 - b) On certification of the Engineer-in-Charge of NTECL that the Contractor has opened his office at site and mobilized the plant and equipment specifically identified in Letter of Award of the Contract for releasing this advance.
 - c) Submission of an irrevocable bank guarantee from any bank as per list enclosed at Annexure-VIII B for the amount of advance in accordance with the provisions of the General Conditions of Contract for Civil Works. Such bank guarantee shall be sent by the Owner to the issuing bank for verification and the advance shall be released only after the bank guarantee is duly verified by the issuing bank.

B) Equipment Advance

For new plant and equipments specifically acquired for the work and brought to site, at 75% of the purchase price of the new plant and equipments against production of documents in support thereof and subject to the condition that the Engineer-in-Charge considers the price reasonable and that such plant and equipment are necessary for the works and not in excess of requirements and are hypothecated in favor of the NTECL in the form required by NTECL. Interest on sum outstanding shall be levied at the percentage mentioned in Schedule-A. Loan against plant and equipment shall in no case exceed 6% of the total contract value as awarded. Provided that if a request for loan is made by the Contractor against both the aforementioned provisions of this condition Viz A and B, the total sum be given as loan shall not exceed 8% of the total Contract value as awarded.

54.1 Recovery of the sum loaned against (A) and (B) above and of interest thereon shall be made by deduction from the on account payments referred to in Condition 51 and as mentioned in Schedule 'A' in suitable percentages in relation to the progress, as fixed by the Engineer-in-Charge, so that all the sums loaned with interest thereon shall be fully recovered by the time work amounting to nearly 80% of the Contract Sum is completed. If the amount payable under any interim bill is not sufficient to cover all deductions to be made for sums loaned and other sums deductible therefrom, the balance outstanding shall be deducted from subsequent interim bill/bills, as may be necessary, failing that, as otherwise provided for in the Contract.

54.2 If for any reason, except a default of the Contractor, the work under the Contract is suspended or is to be suspended for more than 15 days, the Contractor shall be at liberty to remove the plant and equipment or any part thereof hypothecated to the Corporation under clause 54(B) above to any other works site of the Contractor for carrying on his other Works, on his furnishing prior to such removal a bank guarantee acceptable to the Corporation for the amount of the outstanding loan granted under clause 54(B) above with interest and undertaking to bring back to the Site, before expiry or the period of suspension, the Plant and Equipment as may be necessary for completion of the Works. If such Plant and Equipment are not brought back, the Contractor shall forthwith repay the amount for the loan outstanding with interest.

Overpayments and Underpayments :

55. Wherever any claim for the payment of a sum of money to the Corporation arises out of or under this Contract against the Contractor the same may be deducted by the Corporation 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 Corporation or from any other sum due to the Contractor from the Corporation which may be available with the Corporation or from his security deposit; or he shall pay the claim on demand.

55.1 The Corporation reserves the right to carry out post payment audit and technical examination of the final bill including all supporting vouchers, abstracts, etc., the Corporation further reserve 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 Condition 56 of this Contract and notwithstanding the fact that the amount of the final bill figures in the arbitration award.

55.2 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 Corporation from the Contractor by any or all of the methods prescribed above if any underpayment is discovered, the amount shall be duly paid to the Contractor by the Corporation.

55.3 Provided that the aforesaid right of the Corporation to adjust overpayments against amounts due to the Contractor under any other Contract with the Corporation 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.

55.4 Any amount due to the Contractor under this Contract for underpayment may be adjusted against any amount then due or which may at any time thereafter become due before payment is made to the Contractor, from him to the Corporation on any other Contract or account whatsoever.

ARBITRATION AND LAWS

Arbitration :

56. Except where otherwise provided for in the contract all questions and disputes relating to the meaning of the specifications, designs, drawings and instructions herein before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, designs drawings, specifications, estimates, instructions, orders or these conditions of otherwise concerning the works, or the execution or failure to execute the same whether arising during the progress of the work or after the completion or abandonment thereof shall be referred to the sole arbitration of the Project Incharge of the Project concerned of NTECL, and if the Project Incharge is unable or unwilling to act, to the sole arbitration of some other person appointed by the Chairman , NTPC TamilNadu Energy Company Limited , willing to act as such arbitrator. There will be no objection if the arbitrator so appointed is an employee of NTPC TamilNadu Energy Company Limited , and that he had to deal with the matters to which the contract relates and that in the course of his duties as such he had expressed views on all or any of the matters in dispute or difference. The arbitrator to whom the matter is originally referred being transferred or vacating his office or being unable to act for any reason as aforesaid at the time of such transfer, vacation of office or inability to act, Chairman , NTPC TamilNadu Energy Company Limited, shall appoint another person to act as arbitrator in accordance with the terms of the Contract. It is also a term of this Contract that no person other than a person appointed by Chairman., NTPC TamilNadu Energy Co. Ltd. as aforesaid should act as arbitrator and if for any reason, that is not possible, the matter is not to be referred to arbitration at all.

Subject as aforesaid the provision of the Arbitration & Conciliation Act, 1996, or any statutory modification or re-enactment thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceeding under this clause.

It is a term of the contract that the party invoking arbitration shall specify the dispute or disputes to be referred to arbitration under this clause together with the amount or amounts claimed in respect of each such dispute.

The arbitrator(s) may from time to time with consent of the parties enlarge the time, for making and publishing the award.

The work under the Contract shall, if reasonably possible, continue during the arbitration proceedings and no payment due or payable to the Contractor shall be withheld on account of such proceedings.

The Arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties fixing the date of the first hearing. The Arbitrator shall give a separate award in respect of each dispute or difference referred to him.

The venue of arbitration shall be such place as may be fixed by the Arbitrator in his sole discretion.

The award of the arbitrator shall be final, conclusive and binding on all parties to this contract.

The cost of arbitration shall be borne by the parties to the dispute, as may be decided by the arbitrator(s).

In the event of disputes or differences arising between one public sector enterprise and a Govt. Department or between two public sector enterprises the above stipulations shall not apply, the provisions

of B.P.E. office memorandum No. BPE/GL-001/76/MAN/2[110—75—BPE(GMI—1)] dated 1st January 1976 or its amendments for arbitration shall be applicable.

Laws governing the Contract :

57. This contract shall be governed by the Indian Laws for the time being in force.

CONTRACTOR'S LABOUR REGULATIONS

(See Condition 16)

1. Definition : In these regulations, unless otherwise expressed or indicated, the following words and expression shall have the meaning hereby assigned to them:

(a) "Labour" means workers employed by a contractor directly, or indirectly through a sub-contractor, or by an agent on his behalf on a payment not exceeding Rs.1000/- per month.

(b) "Fair Wage" means wages, which shall include wages for weekly day of rest and other allowances, whether for time or piece work, after taking into consideration prevailing market rates for similar employments in the neighbourhood but shall not be less than the minimum rates of wages fixed under the payment of Minimum Wages Act.

(c) "Contractor" for the purpose of these regulations shall include an agent or sub-contractor employing labour on the work taken on contract.

(d) "Inspecting Officer" means any Labour Enforcement Officer, or Assistant Labour Commissioner of the Chief Labour Commissioner's Organisation.

(e) "Form" means a form appended to these Regulations.

2. Notice of commencement : The Contractor shall, within SEVEN days of commencement of the work, furnish in writing to the Inspecting Officer of the area concerned the following information :

(a) Name and situation of the work.

(b) Contractor's name and address

(c) Particulars of the Department for which the work is undertaken,

(d) Name and address of sub-contractors as and when they are appointed.

(e) Commencement and probable duration of the work.

(f) Number of workers employed and likely to be employed.

(g) 'fair wages' for different categories of workers.

3. (i) Number of hours of work which shall constitute a normal working day:-

The number of hours which shall constitute a normal working day for an adult shall be NINE hours. The working day of an adult worker shall be so arranged that inclusive of intervals, if any, for rest it shall not spread over more than twelve hours on any day, when an adult worker is made to work for more than NINE hours on any day or for more than FORTY EIGHT hours in any week he shall, in respect of overtime work, be paid wages at double the ordinary rate of wages.

(ii) Weekly day of rest : Every worker shall be given a weekly day of rest which shall be fixed and notified at least TEN days in advance. A worker shall not be required or allowed to work on the weekly rest day unless he has or will have a substituted rest day, on one of the five days immediately before or after the rest day. Provided that no substitution shall be made which will result in the worker working for more than ten days consecutively without a rest day for a whole day.

Where in accordance with the foregoing provisions a worker works on the rest day and has been given a substituted rest day he shall be paid wages for the work done on the weekly rest day at the overtime rate of wages.

Note: The expression 'ordinary rate of wages' means the fair wage the worker is entitled to.

4. Display of notice regarding Wages, Weekly Day of Rest etc. : The Contractor shall before he commences his work on contract, display and correctly maintain and continue to display and correctly maintain in a clean and legible condition in conspicuous places on the works, notice in English and in the local Indian Language, spoken by majority of workers, giving the rate of fair wages, the hours of work for which such wages are payable, the weekly rest days workers are entitled to and name and address of the Inspecting Officer. The Contractor shall send a copy each of such notices to the Inspecting Officers.

5. Fixation of Wage Periods : The Contractor shall fix wage periods in respect of which wages shall be payable. No wage period shall normally exceed one week.

6. Payment of Wages : (i) Wages due to every worker shall be paid to him direct. All wages shall be paid in current coins or currency or in both.

(ii) Wages of every worker employed on the contract shall be paid where the wage period is one week, within THREE days from the end of the Wage period; and in any other case before the expiry of the 7th day or 10th day from the end of the wage period according as the number of workers does not exceed 1,000 or exceeds 1,000.

(iii) When employment of any worker is terminated by or on behalf of the contractor, the wages earned by him shall be paid before expiry of the day succeeding the one on which his employment is terminated.

(iv) Payment of wages shall be made at the work site on a working day except when the work is completed before expiry of the wage period, in which case final payment shall be made at the work site within 48 hours of the last working day and during normal time.

NOTE : The term "working day" means a day on which the work on which labour is employed, is in progress.

7. Register of Workmen : A register of workmen shall be maintained in the Form appended to these regulations and kept at the work site or as near to it as possible, and the relevant particulars of every

workman shall be entered therein within THREE days of his employment.

8. Employment Card : The contractor shall issue an employment card in the Form appended to these regulations to each worker on the day of work or entry into his employment. If a worker already has any such card with him issued by the previous employer, the contractor shall merely endorse that Employment Card with relevant entries. On termination of employment the Employment Card shall again be endorsed by the Contractor and returned to the worker.

9. Register of Wages etc. : (i) A Register of Wages-Cum-Muster Roll in the Form appended to these regulations shall be maintained and kept at the work site or as near to it as possible.

(ii) A wage slip in the Form appended to these regulations shall be issued to every worker employed by the Contractor at least a day prior to disbursement of wages.

10. Fines and deductions which may be made from Wages :

(i) Wages of a worker shall be paid to him without any deductions of any kind except the following :

(a) fines;

(b) deductions for absence from duty; i.e. from the place of his employment he is required to work. The amount of deduction shall be in proportion to the period for which he was absent;

(c) deduction for damage to or loss of goods expressly entrusted to the employed person for custody, or for loss of money which he is required to account for, where such damage or loss is directly attributable to his neglect or default;

(d) deductions for recovery of advances or for adjustment of overpayment of wages; Advance granted shall be entered in a register; and

(e) any other deduction which the Corporation may from time to time allows.

(ii) No fines shall be imposed on any worker say in respect of such acts and omissions on his part as have been approved by the Chief Labour Commissioner.

(iii) No fine shall be imposed on a worker and no deductions for damage or loss shall be made from his wages until the worker has been given an opportunity of showing cause against such fines or deductions.

(iv) The total amount of fines which may be imposed in any one wage period on a worker shall not exceed an amount equal to three paise in a rupee of the wages payable to him in respect of that wage period.

(v) No fine imposed on a worker shall be recovered from him in installments, or after expiry of sixty days from the date on which it was imposed. Every fine shall be deemed to have been imposed on the day of the act or omission in respect of which it was imposed.

(vi) The contractor shall maintain both in English and the local Indian language a list, approved by the Chief Labour Commissioner, clearly stating the acts and omissions for which penalty

or fine may be imposed on workman and display it in good condition in a conspicuous place on the work site.

(vii) The Contractor shall maintain a register of fines and the register of deductions for damage or loss in the Forms appended to these regulations which should be kept at the place of work.

11. Register of Accidents : The Contractor shall maintain a register of accidents in such form as may be convenient at the work place but the same shall include the following particulars:--

- (a) Full particulars of the labourers who met with accident.
- (b) Rate of Wages.
- (c) Sex.
- (d) Age.
- (e) Nature of accident and cause of accident.
- (f) Time and date of accident.
- (g) Date and time when admitted in hospital.
- (h) Date of discharge from the hospital.
- (i) Period of treatment and result of treatment.
- (j) Percentage of loss of earning capacity and disability as assessed by Medical Officer.
- (k) Claim required to be paid under Workmen's Compensation Act.
- (l) Date of payment of compensation.
- (m) Amount paid with details of the person to whom the same was paid.
- (n) Authority by whom the compensation was assessed.
- (o) Remarks.

12. Preservation of Registers : The Register of workmen and the Register of Wages-cum-Muster Roll required to be maintained under these Regulations shall be preserved for 3 years after the date on which the last entry is made therein.

13. Enforcement : The Inspecting Officer shall either on his own motion or on a complaint received by him carry out investigations, and send a report to the Engineer-in-Charge specifying the amounts representing Workers' dues and amount of penalty to be imposed on the Contractor for breach of these Regulations, that have to be recovered from the Contractor, indicating full details of the recoveries proposed and the reasons therefor. It shall be obligatory on the part of the Engineer-in-Charge on receipt of such a report to deduct such amounts from payments due to the Contractor.

14. Disposal of amounts recovered from the Contractor : The Engineer-in-Charge shall arrange payment to workers concerned within FORTY FIVE days from receipt of a report from the Inspecting Officer except in cases where the Contractor had made an appeal under Regulation 16 of these Regulations. In cases where there is an appeal, payment of workers dues would be arranged by the Engineer-in-Charge, wherever such payments arise, within THIRTY days from the date of receipt of the decision of the Regional Labour Commissioner (R.L.C.).

15. Welfare Fund : All moneys that are recovered by the Engineer-in-Charge by way of workers dues which could not be disbursed to workers within the time limit prescribed above, due to reasons such as whereabouts of workers not being known, death of a worker etc. and also amounts recovered as penalty, shall be credited to a Fund to be kept under the custody of the Corporation for such benefit and welfare of workmen employed by Contractors.

16. Appeal against decision of Inspecting Officer : Any person aggrieved by a decision of the Inspecting Officer may appeal against such decision to the Regional Labour Commissioner concerned within THIRTY days from the date of the decision, forwarding simultaneously a copy of his appeal to the Engineer-in-Charge. The decision of the Regional Labour Commissioner shall be final and binding upon the Contractor and the workmen.

17. Representation of Parties :

(i) A workman shall be entitled to be represented in any investigation or enquiry under these Regulations by an officer of a registered trade union of which he is a member or by an officer of a Federation of Trade Unions to which the said trade union is affiliated or where the workman is not a member of any registered trade union, by an officer of a registered trade union, connected with, or by any other workman employed in, the industry in which the worker is employed.

(ii) A contractor shall be entitled to be represented in any investigation or enquiry under these Regulations by an officer of an association of contractors of which he is a member or by an officer of a Federation of associations of contractors to which the said association is affiliated or where the contractor is not a member of any association of contractors, by an officer of association of employers, connected with, or by any other employer engaged in, the industry in which the contractor is engaged.

(iii) No party shall be entitled to be represented by a legal practitioner in any investigation or enquiry under these Regulations.

18. Inspection of Books and other Documents : The Contractor shall allow inspection of the Registers and other documents prescribed under these Regulations by Inspecting Officers and the Engineer-in-Charge or his authorised representative at any time and by the worker or his agent on receipt of due notice at a convenient time.

19. Interpretation, etc. : On any question as to the application interpretation or effect of these Regulations, the decision of the Chief Labour Commissioner or Deputy Chief Labour Commissioner (Central) shall be final and binding.

20. Amendments : Central Government may, from time to time, add to or amend these Regulation and issue such directions as it may consider necessary for the proper implementation of these Regulations or for the purpose of removing any difficulty which may arise in the administration thereof.

REGISTER OF WORKMEN

(Regulation 7)

- (i) Name and address of the Contractor
- (ii) Number and date of the Contract
- (iii) Name and address of the Department awarding the contract
- (iv) Nature of the Contract and location of the work
- (v) Duration of the Contract

Sl. No.	Name and surname of the workers	Age & Sex	Father's/ Husband's name	Nature of employment Designation	Permanent/ Home Address of Employee (Village, Distt. Thana)	Present Address	Date of commencement of employment	Date of termination or leaving of employment	Signature or thumb impression of the employee	Remarks
1.	2.	3.	4.	5.	6.	7.	8.	9.	10.	11.

EMPLOYMENT CARD

(Regulation 8)

- (i) Name and Sex of the Worker.....
- (ii) Father's/Husband's name
- (iii) Address.....
- (iv) Age or Date of Birth
- (v) Identification marks

Particulars of next of kin (wife/husband and children, if any, or of dependent next of kin in case the worker has no wife/husband or child) :-

Name.....

Full address of Dependents

(Specify Village, Distt and State)

Sl. No.	Name and Address of employer (specify whether a contractor or a sub-contractor)	Particulars of location of work site and description of work done	Total period for which the worker is employed (from..... to.....)	Actual number of days worked	Leave taken (No. of days should be specified)	Nature of work done by the worker	Wage period	Wage rate with particulars of unit in case of piece work	Total wages earned by the worker during the period shown under Col.5	Remarks	Signature of the employer
1.	2.	3.	4.	5.	6.	7.	8.	9.	10.	11.	12.

N.B: For a worker employed at one time on piece work basis and at another on daily wages, relevant entries in respect of each type of employment should be made separately.

REGISTER OF FINES

[Regulation No. 10 (vii)]

Sl. No.	Name	Father's/ husband's name	Sex	Depart- ment	Nature and date of the offence for which fine imposed.	Whether workman showed cause against fine or not, if so, enter date	Rate of wages	Date & amount of fine imposed	Date on which fine realised	Remarks
1.	2.	3.	4.	5.	6.	7.	8.	9.	10.	11.

REGISTER OF DEDUCTIONS FOR DAMAGES OR LOSS CAUSED TO THE CORPORATION BY THE NEGLIGENCE OR DEFAULT OF THE EMPLOYED PERSONS

[Regulation No. 10 (vii)]

Sl. No.	Name	Father's/ husband's name	Sex	Depart- ment	Damage or loss caused with date	Whether worker showed cause against deduction, if so, enter date	Date & amount of deduction imposed	Number of instalment, if any	Date on which total amount realised	Remarks
1.	2.	3.	4.	5.	6.	7.	8.	9.	10.	11.

WAGE SLIP

(Regulation No.9)

(i) Name of the Contractor

(ii) Place

1. Name of the Workers with father's/husband's name

2. Nature of Employment

3. Wage Period

4. Rate of Wages Payable

5. Total attendance/Unit of work done

6. Dates on which overtime worked

7. Overtime Wages

8. Gross Wages Payable

9. Total Deductions (indicating nature of deductions)

10. Net Wages Payable.

Contractor's Signature/
Thumb Impression

Employee's Signature/
Thumb Impression

MODEL RULES FOR LABOUR WELFARE

(See Condition 16)

1. Definitions : (a) 'Workplace' means a place at which, on an average, twenty or more workers are employed.

(b) 'Large Workplace' means a place at which, on an average, 500 or more workers are employed.

2. First Aid : At every workplace, there shall be maintained in a readily accessible place first aid appliances including an adequate supply of sterilized dressing and sterilized cotton wool as prescribed in the Factory Rules of the State in which the work is carried on. The appliances shall be kept in good order and, in large work-places, they shall be placed under the charge of a responsible person who shall be readily available during working hours.

At large workplaces, where hospital facilities are not available within easy distance of the Works First Aid Posts shall be established and be run by a trained compounder.

Where large workplaces are remotely situated and far away from regular hospitals, an indoor ward shall be provided with one bed for every 250 employees.

Where large workplaces are situated in cities, towns or in their suburbs and no beds are considered necessary owing to proximity of city or town hospitals, suitable transport shall be provided to facilitate removal of urgent cases to these hospitals. At other workplaces, some conveyance facilities shall be kept readily available to take injured person or persons suddenly taken seriously ill, to the nearest hospital.

At large workplaces there shall be provided and maintained an ambulance room of the prescribed sizes, containing the prescribed equipment and in the charge of such medical and nursing staff as may be prescribed. For this purpose the relevant provisions of the Factory Rules of the State Government of the area where the work is carried on may be taken as the prescribed standard.

3. Accommodation for Labour : The Contractor shall during the progress of the Works provide, erect and maintain necessary temporary living accommodation and ancillary facilities for labour at his own expense and to standards and scales as approved by the Engineer-in-Charge.

4. Drinking Water : In every workplace, there shall be provided and maintained at suitable places, easily accessible to labour, a sufficient supply of cold water fit for drinking.

Where drinking water is obtained from an intermittent public water supply each workplace shall be provided with storage where drinking water shall be stored.

Every water supply storage shall be at a distance of not less than 15 meters from any latrine, drain or other source of pollution. Where water has to be drawn from an existing well, which is within such proximity of latrine, drain or any other source of pollution, the well shall be properly chlorinated before water is drawn from it for drinking. All such wells shall be entirely closed in and be provided with a trap door which shall be dust and waterproof.

A reliable pump shall be fitted to each covered well, the trap door shall be kept locked and opened only for cleaning or inspection which shall be done at least once a month.

5. Washing and Bathing Places : Adequate washing and bathing places shall be provided separately for men and women. Such places shall be kept in clean and drain condition.

6. Scale of Accommodation in Latrines and Urinals : There shall be provided within the precincts of every workplace latrines and urinals in an accessible place, and the accommodation, separately for each of these, shall not be less than at the following scales :-

		No. of seats
(a)	Where number of persons does not exceed 50.	... 2
(b)	Where number of persons exceeds 50 but does not exceed 100	... 3
(c)	For additional persons	... 3 per 100 or part thereof.

In particular cases, the Engineer-in-Charge shall have the power to increase the requirement, where necessary.

7. Latrines and Urinals; Except in workplaces provided with waterflushed latrines connected with a water-borne sewage system, all latrines shall be provided with receptacles on dry-earth system which shall be cleaned at least four times daily and at least twice during working hours and kept in a strictly sanitary condition. Receptacles shall be tarred inside and outside at least once a year.

If women are employed, separate latrine and urinals, screened from those for men and marked in the vernacular in conspicuous letters "For women only" shall be provided on the scale laid down in rule 6. Those for men shall be similarly marked "For Men Only" A poster showing the figure of a man and of a woman shall also be exhibited at the entrance to latrines for each sex. There shall be adequate supply of water close to latrines and urinals.

8. Construction of Latrines : Inside walls shall be constructed of masonry or other non-absorbent material and shall be cement-washed inside and outside at least once a year. The dates of cement washing shall be noted in a register maintained for the purpose and kept available for inspection. Latrines shall have at least thatched roof.

9. Disposal of Excreta : Unless otherwise arranged for by the local sanitary authority, arrangement for proper disposal of excreta by incineration at the workplace shall be made by means of a suitable incinerator approved by the local medical, health and municipal or cantonment authorities. Alternatively excreta may be disposed off by putting a layer of night soils at the Bottom of pucca tank prepared for the purpose and covering it with a 15 cm layer of waste or refuse and then covering it with a layer of earth for a fortnight (when it will turn into manure).

The Contractor shall, at his own expense, carry out all instructions issued to him by the Engineer-in-Charge to effect proper disposal of soil and other conservancy work in respect of Contractor's work-people or employees on the Site. The Contractor shall be responsible for payment of any charges which may be levied by municipal or cantonment authority for execution of such work on his behalf.

10. Provision of shelters during rest : At every workplace there shall be provided, free of cost, four suitable sheds, two for meals and two others for rest, separately for use of men and women Labour. Height of each shelter shall not be less than 3 meters from floor-level to lowest part of roof. Sheds shall be kept clean and the space provided shall be on the basis of at least 0.5 sq.m. per head.

11. Creches : At a place at which 20 or more women workers are ordinarily employed, there shall be provided at least one hut for use of children under the age of 6 years belonging to such women. Huts shall not be constructed to a standard lower than that of thatched roof. mud floor and wall with wooden planks spread over mud floor and covered with matting.

Huts shall be provided with suitable and sufficient openings, for light and ventilation. There shall be adequate provision of sweepers to keep the places clean. There shall be two dias in attendance. Sanitary utensils shall be provided to the satisfaction of local medical, health and municipal or cantonment authorities, Use of huts shall be restricted to children, their attendants and mothers of children.

Where the number of women workers is more than 25 but less than 50, the Contractor shall provide at least one hut and one Dai to look after children of women workers.

Size of creche(s) shall vary according to the number of women workers employed.

Creche(s) shall be properly maintained and necessary equipment like toys, etc. provided.

12. Canteen : A cooked food canteen on a moderate scale shall be provided for the benefit for workers wherever it is considered necessary.

13. Planning, setting and erection of the above mentioned structures shall be approved by the Engineer-in-Charge, and the whole of such temporary accommodation shall at all times during the progress of the works be kept tidy and in a clean and sanitary condition to the satisfaction of the Engineer-in-Charge and at the Contractor's expense. The Contractor shall conform generally to sanitary requirements of local medical, health and municipal or cantonment authorities and at all times adopt such precautions as may be necessary to prevent soil pollution of the Site.

On completion of the Works the whole of such temporary structures shall be cleared away, all rubbish burnt, excreta or other disposal pits or trenches filled in and effectively sealed off and the whole of site left clean and tidy to the entire satisfaction of the Engineer-in-Charge and at the Contractor's expenses.

14. Anti-material precautions : The Contractor shall, at his own expense, conform to all anti-material instructions given to him by the Engineer-in-Charge, including filling up any borrow pits which may have been dug by him.

15. Enforcement : The Inspecting Officer mentioned in the Contractors Labour Regulations or any other officer nominated in his behalf by the Engineer-in-Charge shall report to the Engineer-in-Charge all cases of failure on the part of the Contractor and or his sub-contractors to comply with the provisions of these Rules either wholly or in part and the Engineer-in-Charge shall impose such fines and other penalties as are prescribed in the conditions.

16. Interpretations, etc : On any question as to the application, interpretation or effect of these Rules, the decision of the Chief Labour Commissioner or Deputy Chief Labour Commissioner (Central) shall be final and binding.

17. Amendments : Government may, from time to time, add to or amend these Rules and issue such directions as it may consider necessary for the proper implementation of these Rules or for the purpose of removing any difficulty which may arise in the administration thereof.

SAFETY CODE
(See Condition 16)

1. Suitable scaffolds shall be provided for workmen for all work that cannot safely be done from the ground, or from solid construction except such short period work as can be done safely from ladders. When a ladder is used an extra mazdoor shall be engaged for holding the ladder and if the ladder is used for carrying materials as well, suitable footholds and hand-holds shall be provided on the ladder and the ladder shall be given an inclination not steeper than 1/4 to 1 (1/4 horizontal and 1 vertical).
2. Scaffolding or staging more than 3.25 meters above the ground or floor, swing or suspended from an overhead support or erected with stationary support, shall have a guard rail properly attached, bolted, braced and otherwise secured at least 1 meter high above the floor or platform of such scaffolding or staging and extending along the entire length of the outside and ends thereof with only such openings as may be necessary for the delivery of materials. Such scaffolding or staging shall be so fastened as to prevent it from swaying from the building or structure.
3. Working platform, gangways and stairways shall be so constructed that they do not sag unduly or unequally, and if a height of a platform or gangway or stairway is more than 3.25 meters above ground level or floor level, it shall be closely boarded, have adequate width and be suitably fenced, as described in 2 above.
4. Every opening in floor of a building or in a working platform shall be provided with suitable means to prevent fall of persons or materials by providing suitable fencing or railing with a minimum height of 1 meter.
5. Safe means of access shall be provided to all working platforms and other working places. Every ladder shall be securely fixed. No portable single ladder shall be over 9 metres in length. Width between side rails in a rung ladder shall in no case be less than 30 cm for ladders upto and including 3 meters in length. For longer ladders this width shall be increased at least 6 mm for each additional 30 cm. of length. Uniform step spacing shall not exceed 30 cm.

Adequate precautions shall be taken to prevent danger from electrical equipment. No materials on any of the Sites shall be so stacked or placed as to cause danger or inconvenience to any person or the public. The Contractor shall provide all necessary fencing and lights to protect public from accidents and shall be bound to bear expenses of defence of every suit, action or other proceedings at law that may be brought by any person for injury, sustained owing to neglect of the above precautions and to pay any damages and costs which may be awarded in any such suit, action or proceedings to any such person or which may with the consent of the Contractor be paid to compromise any claim by any such Person.

6. Excavation and Trenching : All trenches, 1.5 meters or more in depth, shall at all times be supplied with at least one ladder for each 20 meters in length or fraction thereof Ladder shall be extended from bottom of trench to at least 1 meter above surface of the ground. Sides of a trench which is 1.5 meters or more in depth shall be stepped back to give suitable slope or securely held by timber bracing, so as to avoid the danger of sides collapsing. Excavated material shall not be placed within 1.5 meters of edge of trench or half of depth of trench, whichever is more. Cutting shall be done from top to bottom. Under no circumstances shall undermining or undercutting be done.

7. Demolition : Before any demolition work is commenced and also during the process of the work :-

- (a) All roads and open areas adjacent to the work Site shall either be closed or suitable protected;

(b) No electric cable or apparatus which is liable to be a source of danger over a cable or apparatus used by operator shall remain electrically charged;

(c) All practical steps shall be taken to prevent danger to persons employed, from risk or fire or explosion, or flooding. No floor, roof, or other part of a building shall be so overloaded with debris or materials as to render it unsafe.

8. All necessary personal safety equipment as considered adequate by the Engineer-in-Charge shall be available for use of persons employed on the Site and maintained in a condition suitable for immediate use; and the Contractor shall take adequate steps to ensure proper use of equipment by those concerned.

(a) Workers employed on mixing asphaltic materials cement and lime mortars/concrete shall be provided with protective footwear and protective goggles.

(b) Those engaged in handling any material which is injurious to eyes shall be provided with protective goggles.

(c) Those engaged in welding works shall be provided with welder's protective eye-shields.

(d) Stone breakers shall be provided with protective goggles and protective clothing and seated at sufficiently safe intervals.

(e) When workers are employed in sewers and manholes, which are in use the Contractor shall ensure that manhole covers are opened and manholes are ventilated at least for an hour before workers are allowed to get into them. Manholes so opened shall be cordoned off with suitable railing and provided with warning signals or boards to prevent accident to public.

(f) The Contractor shall not employ men below the age of 18 and women on the work of painting with products containing lead in any form. Whenever men above the age of 18 are employed on the work of lead painting, the following precautions shall be taken :

(i) No paint containing lead or lead products shall be used except in the form of paste or ready made paint.

(ii) Suitable face masks shall be supplied for use by workers when paint is applied in the form of spray or a surface having lead paint dry rubbed and scrapped.

(iii) Overalls shall be supplied by the Contractor to workmen and adequate facilities shall be provided to enable working painters to wash during and on cessation of work.

9. When work is done near any place where there is risk of drowning, all necessary equipment shall be provided and kept ready for use and all necessary steps taken for prompt rescue of any person in danger and adequate provision made for prompt first aid and treatment of all injuries likely to be sustained during the course of the work.

10. Use of hoisting machines and tackle including their attachments, anchorage and supports shall conform to the following :-

(a) (i) These shall be of good mechanical construction, sound material and adequate strength and free from patent defects and shall be kept in good working order and properly maintained.

(ii) Every rope used in hoisting or lowering materials or as a means of suspension shall be of durable quality and adequate strength, and free from patent defects.

(b) Every crane driver or hoisting appliance operator shall be properly qualified and no person under the age of 21 years shall be in charge of any hoisting machine including any scaffold or give signals to operator.

(c) In case of every hoisting machine and of every chain ring hook, shackle swivel and pulley block used in hoisting or lowering or as means of suspension, safe working load shall be ascertained by adequate means. Every hoisting machine and all gear referred to above shall be plainly marked with safe working load. In case of a hoisting machine a variable safe working load, each safe working load and the conditions under which it is applicable shall be clearly indicated. No part of any machine or of any geared referred to above in the paragraph shall be loaded beyond safe working load except for the purpose of testing.

(d) In case of a Corporation's machine, safe working load shall be notified by the Engineer-in-Charge. As regard Contractor's machines the Contractor shall notify safe working load of each machine to Engineer-in-Charge whenever he brings it to Site of work and get it verified by the Engineer-in-Charge.

11. Motors gearing, transmission, electric wiring and other dangerous parts of hoisting appliance shall be provided with efficient safeguards; hoisting appliances shall be provided with such means as will reduce to the minimum risk of accidental descent of load. Adequate precautions shall be taken to reduce to the minimum risk of any part of a suspended load becoming accidentally displaced. When workers are employed on electrical installations which are already energised, insulating mats, working apparel such as gloves, sleeves and boots, as may be necessary, shall be provided. Workers shall not wear any rings, watches and carry keys or other materials which are good conductors of electricity.

12. All scaffolds, ladders and other safety devices mentioned or described herein shall be maintained in a safe condition and no scaffold, ladder or equipment shall be altered or removed while it is in use. Adequate washing facilities shall be provided at or near places of work.

13. These safety provisions shall be brought to the notice of all concerned by display on a notice board at a prominent place at the workspot. Persons responsible for ensuring compliance with the Safety Code shall be named therein by the Contractor.

14. To ensure effective enforcement of the rules and regulations relating to safety precautions, arrangements made by the Contractor shall be open to inspection by the Engineer-in-Charge or his representatives and the Inspecting Officers as defined in the Contractor's Labour Regulation.

15. Notwithstanding the above conditions 1 to 14, the Contractor is not exempted from the operation of any other Act or Rule in force.

TENDER

To

NTPC TamilNadu Energy Company Ltd
Vallur Thermal Power Project. Power Project (2 X 500 MW)

I/We have read and examined the following documents relating to

.....
(Name of the Works)

- (a) Notice inviting tender.
- (b) Schedules A, B, C,
- (c) Technical Specifications
- (d) Drawings
- (e) General Conditions of Contract including Contractors, Labour Regulations, Model Rules for Labour Welfare and Safety Code appended to these conditions together with the amendments thereto Nos. 1 to if any.
- (f) Special Conditions of Contracts.
- (g) CPWD-DSR-2002 Schedule of Rates (referred to in the General Conditions of Contract as Schedule of Rates) together with Amendment Nos. 1 to

I/We hereby tender for execution of the works referred to in the aforesaid documents upon the terms and conditions contained or referred to therein and in accordance in all respects with the specifications, designs, drawings and other relevant details at the rates contained in Schedule 'F' and within the period(s) of completion as stipulated in Schedule 'A'.

In consideration of I/We being invited to tender, I/We agree to keep the tender open for acceptance fordays from the due date of submission thereof and not to make any modifications in its terms and conditions which are not acceptable to the Corporation.

A sum of Rs..... is hereby forwarded in Cash/Demand Draft payable at New Delhi/Deposit at Call Receipt of State Bank of India or a Nationalised Bank or any Scheduled Bank as earnest money. If I/We fail to keep the tender open as aforesaid or make any modifications in the terms and conditions of the tender which are not acceptable to the Corporation, I/We agree that 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 hereby agree to abide by and fulfill all the terms, conditions and provisions of the aforesaid documents.

If, after the tender is accepted, I/We fail to commence the execution of the works as provided in the Conditions, I/We agree that the Corporation shall without prejudice to any other right or remedy be at liberty to forfeit the said earnest money absolutely.

Signature in the capacity of

Duly authorised to sign the tender on behalf of
the (in block capitals).....

.....

Dated

Postal Address.....

Telegraphic Address.....

Telephone No.

Witness

Date

Address.....

REFERENCE TO GENERAL CONDITIONS OF CONTRACT

Condition No.		
3(b)	Accepting Authority	CEO, NTPC TamilNadu Energy Co. Ltd., or his authorized executive
3(i)	Market Rate-percentage addition to cover overheads and profit	10 per cent
9.1	Earnest money/Security deposit–	
(a)	Estimated cost of the Works	Rs. _____
(b)	Earnest money	Rs. _____
(c)	Security Deposit shall be calculated as under.	
	<u>Contract Value</u>	<u>Security Deposit</u>
(i)	Up to & including Rs.2 lakh,	10% of Contract Value
(ii)	More than Rs.2 lakh but not exceeding Rs.20 lakhs,	7.5% of Contract value subject to a minimum of Rs.20,000/-
(iii)	More than Rs.20 lakhs	5% of Contract Value subject to a minimum of Rs. 1.5 lakh
10.(iii)	Schedule of Rates applicable	CPWD-DSR-2000
10.(iv)	DEVIATION LIMIT FOR ITEMS OF WORK OTHER THAN THOSE BELOW GROUND SURFACE–	
10(vi)A(a)	Permissible deviation limit for any contract item, substituted item or contract-cum-substituted item in excess of the original value of item.	20 per cent
(b)	Permissible deviation limit for items of work not already included in the Contract	20 per cent

DEVIATION LIMIT FOR ITEM OF WORK
BELOW GROUND SURFACE

10(vi)B	Permissible deviation limit for an individual trade item.	100 per cent
12.	Suspension of work.	
(b)(ii)	Percentage payable to cover Contractor's indirect expenses for suspension exceeding thirty days and not exceeding 3 months	5 per cent
(c)	Percentage payable to cover Contractor's indirect expenses for suspension exceeding 3 months	5 per cent
13.	Time allowed for execution of work or Time Schedule	_____months
13.(h)	Authority competent to decide if "any other cause" of delay is beyond Contractor's control.	G.M.(_____)
16.	Distribution return of number and description by trades of workmen employed on Works to be submitted to Engineer-in-Charge.	FORTNIGHTLY
32.	Authority competent to reduce compensation amount	Chairman., NTPC TamilNadu Energy Co. Ltd., or his authorized executive
33.	Defects Liability Periods	12 Months.
45.	Training of apprentices.	Maximum number to be engaged, as per the Apprentice Act, 1961.
	Category	
	(a)	
	(b)	
	(c)	
	etc.	
51.	Interim bills.	Monthly

54. Loans—
- (a) Interest per annum on sum advanced for purchase of plant & Equipment. 14% (Fourteen percent)
 - (b) Ditto-as lumpsum advance Recovery of Loans to be effected 14% (Fourteen percent) Monthly
56. Authority for appointing arbitrator Chairman, NTPC TamilNadu Energy Co. Ltd.

SCHEDULE 'B'

MATERIAL FOR ISSUE TO THE CONTRACTOR
(See Condition 15)

Sl.No.	Particulars	Rate at which material will be issued		Quantity	Place of issue
		Unit	Rs.		
1.	2	3	4	5	6
1	Cement	MT		—	Project Stores or nearest Railhead
2	Reinforcing Steel				
	(a) Mild Steel upto 12 mm dia (Rounds)	MT		—	Project Stores or nearest Railhead
	(b) Mild Steel above 12 mm dia (Rounds)	MT			Project Stores or nearest Railhead
	(c) Tor steel of all dia	MT			Project Stores or nearest Railhead
3	Structural Steel (plates and rolled sections only)	MT			Project Stores or nearest Railhead

Signature of Issuing Officer Signature of Contractor.....

Date Date.....

TOOLS AND PLANT TO BE HIRED TO THE CONTRACTOR
(See Conditions 14 & 34A)

Sl. No.	Particulars	Number available	Hire Charges per unit per work-ing day Rs.	Frequency of Maintenance	Value per unit	Place of issue	Number Reqd. by the Contractor
1.	2	3	4	5	6**	7	8*

Tools and Plants are not expected to be hired out to the Contractor. If, however, any tools and plants are available at the time of performing the work the same may be hired out at rates to be decided by the Engineer-in-Charge. The Contractor reserves the right not to hire out any T&P or withdraw at any time such T&P hired out.

The Contractor shall ask the Engineer-in-Charge the value of Tools & Plants for which these have to be insured and carry out the insurance accordingly in case insurance not available with NTPC TamilNadu Energy Co. Ltd..

Signature of Issuing Officer Signature of Contractor.....

Date Date.....

PROFORMA BANK GUARANTEE FOR EARNEST MONEY DEPOSIT

(The Non Judicial Stamp Paper of appropriate value in the name of issuing bank to be stamped in accordance with Stamp Act)

Ref.....

Date

Bank Guarantee No.

To
NTPC TamilNadu Energy Company Limited,
Vallur Thermal Power Project
Site Office : Vallur Camp
NCTPS Post, Chennai -120

Dear Sir,

In consideration of NTECL, having its Registered Office at NTPC Bhawan, Core-7, Scope Complex, 7, Institutional Area, Lodi road, New Delhi – 110003 (hereinafter called the “Owner” which expression shall unless repugnant to the subject or context include its successors and assigns) having issued Notice Inviting Tenders under Bidding Document No. _____ M/s _____ having its Registered / Head Office at _____ (hereinafter called the “Tenderer”) who wishes to participate in the said tender for _____ an irrevocable and unconditional Bank Bid Guarantee for an amount of Rs. _____ valid upto _____ on behalf of the tenderer in lieu of cash deposit required to be made by the tenderer, as a condition precedent for participation in the said tender.

We, the _____ bank incorporated under _____ law and having one of our branches at _____ and having our Registered Office / Head Office at _____ do hereby unconditionally and irrevocably _____ (address) guarantee and undertake to pay to the “Owner” immediately on demand without any demur, reservation, protest, contest and recourse to the extent of the said sum of Rs. _____ (Rupees _____ only). Any such claim/demand made by the said “Owner” on us shall be conclusive and binding on us irrespective of any dispute or difference raised by the tenderer.

This guarantee shall be irrevocable and shall remain valid upto _____. If any further extension of this guarantee is required, the same shall be extended to such required period(s) on receiving instructions from M/s _____ on whose behalf this guarantee is issued.

FORM OF BANK GUARANTEE IN LIEU OF SECURITY DEPOSIT
IN INDIVIDUAL CONTRACT

(On Non-Judicial Stamp Paper)

(Condition No. 9)

To
NTPC TamilNadu Energy Company Ltd
Vallur Thermal. Power Project (2 X 500 MW)

In consideration of the NTPC TamilNadu Energy Company Limited, having its registered office at NTPC Bhawan, Core-7, SCOPE Complex, 7, Institutional Area, Lodi Road, New Delhi (hereinafter 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 the Award Letter bearing No. _____ dated _____ issued by NTPC TamilNadu Energy Co. Ltd., which has been unequivocally accepted by the Contractor M/s _____* _____ work of _____ (hereinafter called the said Contract) to accept a Deed of Guarantee as herein provided for Rs. _____ (Rupees _____ only) from a Nationalised 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 bills, for the due fulfilment by the said Contractor of the terms and conditions contained in the said Contract. 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 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 the sole judge of and as to whether the said Contractor has committed any breach or breach es 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.

* Refer Note at the end of proforma.

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 the owner certifies 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 the Guarantee after 90 (Ninety) days from the date of expiry of the Defects Liability Period as provided in the said Contract, i.e. _____(date) 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 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.

4. The Corporation shall have the fullest liberty without affecting 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 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 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 any other matter or thing whatsoever which under the law relating to sureties would but for this provision have 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 or liability hereunder. If any further extension of this Guarantee is required the same shall be extended to such required periods on receiving instructions from M/s _____ on whose behalf this guarantee is issued.

In presence of

WITNESS

For and on behalf of (the Bank)

1. _____

Signature _____

2. _____

Name & Designation _____

Authorisation No. _____

Date and Place _____

Bank's Seal _____

The above guarantee is accepted by the NTPC TamilNadu Energy Company Limited,

NOTES

*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).

*FOR PARTNERSHIP CONCERNS

M/s. _____ a partnership firm with its office _____ (hereinafter called "the said Contractor" which expression shall unless the context requires otherwise include their heirs, executors, administrators and legal representatives); the names of their partners being (i) Shri _____ S/o _____ (ii) Shri _____ S/o _____ etc.

*FOR COMPANIES

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

* Bidder to fill up the check list as per the proforma enclosed as Annexure-VIIC for submitting the Bank Guarantee.

PROFORMA BANK GUARANTEE FOR LUMPSUM ADVANCE

(On Non-Judicial Stamp Paper of Appropriate Value)

To

NTPC TamilNadu Energy Company Limited,
Vallur Thermal Power Project
Site Office : Vallur Camp
NCTPS Post, Chennai -120

In consideration of the NTPC TamilNadu Energy Company Limited, _____
_____ having its registered office at NTPC Bhawan, Core-7, SCOPE Complex,
7, Institutional Area, Lodi Road, New Delhi-110 033 (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 the Award Letter No. ----- dated _____ issued by the
Owner which have been unequivocally accepted by _____* _____ in connection
with the work of _____

_____ Specification No. _____ (hereinafter called "the said Contract") to make at the
request of the Contractor a lumpsum advance of Rs. _____/- (Rupees _____
_____ only) for utilizing it for the purpose of the Contract on his furnishing
a guarantee acceptable to the Owner. We, _____
_____ Bank incorporated under _____ and
having one of our branches at _____ (hereinafter
referred to as "the said Bank") do hereby guarantee the due recovery by the Owner of this said advance
with interest thereon as provided according to the terms and conditions of the Contract. If the said
Contractor fails to utilize the said advance for the purpose of the Contract and/or the said advance
together with Interest thereon as aforesaid is not fully recovered by the Owner, We,
_____ Bank hereby
unconditionally and irrevocably undertake to pay to the Owner on demand and without demur to the
extent of the said sum of Rs. _____/- (Rupees _____ only), any
claim made by the Owner on us for the loss or damage caused to or suffered by the Owner by reason of
the Owner 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 Owner shall be the sole
judge of and as to whether the said Contractor has not utilized the said advance or any part thereof for the
purpose of the Contract and the extent of loss or damage caused to or suffered by the Owner on account
of the said advance together with interest not being recovered in full and the decision of the Owner that
the said Contractor has not utilized the said advance or any part thereof for the purpose of the Contract
and as to the amount or amounts of loss or damage caused to or suffered by the Owner shall be final and
binding on us.

*Refer Note at the end of Proforma.

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 claims satisfied or discharged and till Owner 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 30 (thirty) days from the date of satisfactory completion of the said Contract (as per the mutually agreed Work schedule) i.e. upto and inclusive of _____(date) unless a notice of the claim under this Guarantee has been served on the Bank before the expiry of the said period i.e. _____ (date) 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.

4. The Owner shall have the fullest liberty without effecting 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 advance 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 reasons 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 on 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 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 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 instructions from M/s. _____, on whose behalf this Guarantee is issued.

Notwithstanding anything contained herein before our liability under this Guarantee is restricted to Rs. _____/- (Rupees _____ only) together with interest. Our undertaking shall commence from the date of execution and shall remain in force upto _____

Dated this _____ day of _____ 20__

In presence of

For and on behalf of (the Bank)

WITNESS

Signature _____

1. _____

Name _____

2. _____

Designation _____

Authorisation No. _____

Seal of the Bank _____

The above guarantee is accepted by the Owner

For an On behalf of
NTPC TamilNadu Energy Company Limited

NOTES :

*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).

* For Partnership Concerns

*M/s. _____ a partnership firm with its office _____ (hereinafter called "the said Contractor" which expression shall unless the context requires otherwise include their heirs, executors, administrators and legal representatives); the names of their partners being (i) Shri _____ S/o _____ (ii) Shri _____ S/o _____ etc.

* For Companies

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

* Bidder to fill up the check list as per the proforma enclosed as Annexure-VIIC for submitting the Bank Guarantee.

FORM OF BANK GUARANTEE FOR REMOVAL OF PLANT AND EQUIPMENT FROM THE SITE

(ON NON JUDICIAL STAMP PAPER)

(Condition No. 54)

To

NTPC TamilNadu Energy Company Limited,

In consideration of the NTPC TamilNadu Energy Co. Ltd., (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 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 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 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.

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 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.

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

* Refer Note at the end of proforma.

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 ofyears 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 ofyears.

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 matter 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 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.

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 from the Contractor shall at the time when proceedings are taken against the Bank hereunder be outstanding or unrealised.

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 the said Bank shall not discharge our liability hereunder.

Dated thisday of20.....

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

Signature.....

Name.....

In presence of

Witness :

Designation.....

1. Authorisation No.
2.

The above Guarantee is accepted by
the NTPC TamilNadu Energy Company Limited,

For and on behalf of the
(NTPC TamilNadu Energy Company Limited,)

Date
(Name and Designation)

Note :

* For Proprietary Concerns

Shri.....son ofresident 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).

* 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.

* For Companies

M/sa 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).

* Bidder to fill up the check list as per the proforma enclosed as Annexure-VIIIC for submitting the Bank Guarantee.

FORM OF HYPOTHECATION DEED

(ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)

[Condition No. 54 (a)]

THIS INDENTURE made this _____ day of _____ 20_____
_____ BETWEEN _____* _____ of the one part
and NTPC TamilNadu Energy Company Limited, hereinafter called "the Corporation" which expression
shall unless the context requires otherwise include his successors and assigns of the other part :

WHEREAS under Condition 54 (B) of the General Conditions of Contract relating to the terms and
conditions of its Award letter No. _____ dated _____ which have been
unequivocally accepted by 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 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 equip
ment 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 premises the Contractor both hereby hypothecate, assign and transfer to the
Corporation the Plant and equipment described in the Schedule hereto the intent that the same shall
remain and form security for repayment to the Corporation of the said loan of Rs. _____
together with the interest thereon at _____% per annum.

1. The Contractor hereby agrees, declares and covenants with the Corporation as fol
lows:-

(a) The Contractor shall repay to the Corporation the said loan of Rs. _____
(Rupees _____ only) together with interest thereon as
aforesaid by and agrees that the said loan be recovered by the Corporation by making deductions in the
manner provided in Condition 54 of the General Conditions of Contract and other conditions of the
Award letter from the claims made by the Contractor against the Corporation for on account payment.'

* Refer Note at the end of proforma.

(b) The Contractor has paid in full the purchase price of the Plant & Equipment described in the
Schedule hereto and each and every one of them and that the same 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 Contractor is to be wound up or makes any composition or arrangement with its creditors or the Contractor shall commit breach of any of the terms and conditions or covenants as herein contained or if any of the said plant and equipment or if any other property what-so-ever 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, the 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 (d) or in the event of the said loan or any part thereof being 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 and 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 costs, 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 arising other than the Excepted Risks. 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 rights, title and interest in the policy to 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 other than the Excepted Risks 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 or 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	Advance (75% of Col.5)
1	2	3	4	5	6

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

Signed and delivered
by the within named _____
_____(Contractor)_____

Signed by Shri _____
(Name & Designation)

In the presence of :

(1) _____
(2) _____

For and on behalf of the NTPC TamilNadu
Energy Co. Ltd. In the presence of:

(1) _____
(2) _____

NOTE :

* 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 in

clude his heirs, executors, administrators and legal representatives).

* For Partnership Concerns

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

(i) Shri _____ s/o _____

(ii) and Shri _____ s/o _____ etc.

* For Companies

M/s _____ a company 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 successors and assigns).

PROFORMA FOR EXTENSION OF BANK GUARANTEE
(On non-judicial stamp paper of appropriate value)

Ref : _____ dated : _____

NTPC TamilNadu Energy Company Limited
NTPC Bhawan, Core-7, SCOPE Complex,
7, Institutional Area, Lodhi Road,
New Delhi – 110003

Dear Sirs,

Sub : Extension of Bank Guarantee No _____ dated _____ for Rs.
_____ favouring yourselves, expiring on
_____ on account of M/s _____ in respect of Bid
Document No. _____ dated _____ (hereinafter called Original
Bank Guarantee)

At the request of M/s _____, We _____ Bank branch office at
_____ and having its head office at _____ do hereby extend
our liability under the above mentioned Guarantee No. _____ dated _____ for a
further period of _____ years/month from _____ to expire on
_____.

Except as provided above, all other terms and conditions of the original Bank Guarantee No.
_____ dated _____ shall remain unaltered and binding.

Please treat this as an integral part of the original guarantee to which it would be attached.

Yours faithfully,

For _____
Manager / Agent / Accountant
Name
Power of Attorney No.:
Dated :

Seal of bank

Note : The non-judicial stamp papers of appropriate value shall be purchased in the name of the bank who has issued the Bank Guarantee.

PROFORMA OF "CONTRACT AGREEMENT"
(to be executed on proper non-judicial stamp paper)

This Contract Agreement made this _____ day of _____ two thousand _____ between NTPC Tamil Nadu Energy Company Limited, a company incorporated under the Companies Act, 1956, having its registered office at NTPC Bhawan, Core 7, SCOPE Complex, 7, Institutional Area, Lodhi Road, New Delhi – 110003 (hereinafter referred to as "Owner" or "NTECL" which expression shall include its administrators, successors, executors and assigns) on the one part : And ., _____ a company incorporated under the Companies Act 1956 having its registered office at _____

(OR)

*M/S _____ (Partnership Firm) registered under the Indian Partnership Act 1932 having its Head Office at _____ and consisting of _____ Partners namely _____

(OR)

*M/S _____ a proprietary concern having its Principal Place of Business at _____ and owned and controlled by its Sole Proprietor namely _____ (hereinafter referred to as the "Contractor" which expression shall include its administrators, successors, executors and permitted assigns) of the other part.

WHEREAS NTECL desirous of setting up its Thermal Power Project at _____ District _____ with an ultimate capacity of _____ MW (hereinafter called the "Project") has invited bids for _____ (briefly describe scope of work as per LOA) for the _____ stage of the Project with the capacity of _____ MW as per its Bid Specification No. _____

AND WHEREAS the Contractor had participated in the above referred bidding vide their proposal No _____ dt _____ including its amendments, if any and NTECL after examining the said proposal accepted their aforesaid proposal and awarded the Contract to the Contractor on terms and conditions more specifically contained in its Letter of Award No. _____ dt _____ and the documents referred to therein, which have been unequivocally accepted by the Contractor resulting into a concluding "Contract", hereinafter called the "Contract".

NOW THEREFORE THIS DEED WITNESSETH AS UNDER:

1.0 AWARD OF CONTRACT

1.1 The Owner has already awarded the CONTRACT to the Contractor for the work _____ on the terms and conditions contained in its Letter of Award No _____ dtd _____ the documents referred to therein and under these presents. The contract has taken effect from _____ i.e. the date of issue of the aforesaid Letter of Award. The terms and expressions used in this Agreement shall have the same meaning as are assigned to them in the "Contract" referred to in the succeeding Article.

2.0 CONTRACT

The Contract shall be performed strictly as per the terms and conditions stipulated herein, in the Contract Documents and in the Letter of Award (hereinafter collectively referred to as "Contract").

2.1 Contract Documents Shall Mean :-

A. NTECL Notice Inviting Tender No. _____ dtd _____ and Tender Documents in respect of Specification No. _____ issued vide Letter No. _____ dtd _____ consisting of :

- i) General Conditions of Contract for Civil Works including all amendments issued vide its letter(s) No(s) _____ dtd _____
- ii) Special Conditions of Contract including Annexures
- iii) NTECL's Technical Specification including amendments issued vide its Letter No. _____ dtd _____
- iv) Following Tender Drawings

S. No.	Drawing	Title
--------	---------	-------

The above drawings are tentative and are meant for bidding purpose only and are not the final drawings nor show the full range of the work under scope of work. Work has to be executed according to the Final drawings with latest additions, alterations and modifications if any from time to time as required or approved by the Engineer-in-Charge and also according to any other relevant drawing that would be supplied to the Contractor progressively during the execution of the Contract.

- v) Schedule of Items
- vi) Letter of Declaration

B. Contractor's Proposal No. _____ dtd _____ including its amendments if any received and opened on _____

C. Agreed Minutes of Meeting held on _____ between NTECL and the Contractor.

2.2 LETTER OF AWARD : The Letter of Award shall mean the Owners letter no. _____ dated _____ together with its amendments, if any.

All the aforesaid Contract Documents and Letter of Award shall form an integral part of this Contract Agreement, in so far as the same or any part thereof is not in conflict with the Documents in Para 2.1 and 2.2 above and what has been specifically agreed to by the Owner and brought out in its Letter of Award and subsequent amendment if any. Any matter in the Contractor's Proposal referred to in sub-clause B of Para 2.1 above inconsistent therewith, contrary or repugnant thereto or any deviations taken by the Contractor in its "Proposal" but not agreed to specifically by the Owner in its Letter of Award shall not be given effect to and shall be deemed to have been withdrawn by the Contractor without any cost implication to NTECL. For the sake of brevity, this Contract Agreement alongwith its aforesaid Contract Documents and the Letter of Award shall be referred to as the "Contract".

3.0 CONDITIONS & COVENANTS

3.1 The scope of work under the Contract shall include _____

- 3.2 The scope of work under the Contract as specified above, consideration, terms of payment, loans and advances, price variation, security deposit, taxes wherever applicable, insurance, agreed time schedule, compensation for delay and all other terms and conditions are contained in the Contract and the Contract shall be duly performed by the Contractor strictly and faithfully in accordance with the terms of this Contract.
- 3.3 The scope of works shall also include all such items which are not specifically mentioned in the Contract, but which are necessary for the satisfactory completion of the entire scope of works envisaged under this contract unless otherwise specifically excluded from the scope in the Contract.
- 3.4 The progress of work shall conform to the agreed work schedule.
- 3.5 This Contract Agreement constitutes full and complete understanding between the parties and terms of these presents. It shall supersede all prior correspondence to the extent of inconsistency or repugnancy to the terms and conditions contained in the Contract Agreement. Any modifications of the Contract Agreement shall be effected only by written instruments signed by the authorized representatives of both the parties.
- 3.6 Time is the essence of the Contract and it shall be strictly adhered to.
- 3.7 **It is expressly understood and agreed by and between the Contractor and the Owner that the Owner is entering into this agreement solely on its own behalf and not on behalf of any other person or entity. In particular, it is expressly understood and agreed that the Govt. of India is not a party to this Agreement and has no liabilities, obligations or rights hereunder. It is expressly understood and agreed that the Owner is an independent legal entity with power and authority to enter into Contracts solely on its own behalf under the applicable laws of India and the general principles of Contract Law. The Contractor expressly agrees, acknowledges and understands that the Owner is not an agent, representative or delegate of the Govt. of India. It is further understood and agreed that the Govt. of India is not and shall not be liable for any acts, omissions, commissions, breaches or other wrongs arising out of the Contract. Accordingly, Contractor expressly waives, releases and foregoes any and all actions or claims, including cross claims, impleader claims, or counter claims against the Govt. of India arising out of this Contract and covenants not to sue the Govt. of India as to any manner, claim, cause of Action or thing whatsoever arising of or under this agreement.
- 4.0 The total contract price for the entire scope of this contract as detailed in Clause No. _____ of Letter of Award is Rs. _____ (Rupees _____)
- 5.0 The Terms of Payment is governed by Clause _____ of GCC.
- 6.0 NO WAIVER OF RIGHTS :
- 6.1 Neither the inspection by the Owner or the Engineer-in-Charge or any of the officials, employees or agents nor any order by the Owner or the Engineer-in-Charge for payment of money or any payment for or acceptance of, the whole or any part of the works by the Owner or the Engineer-in-Charge nor any extension of time nor any possession taken by the Engineer-in-Charge shall operate as Waiver of any provisions of the contract, or of any power herein reserved to the Owner, or any right to damages herein provided, nor shall any waiver of any breach in the contract be held to be a waiver of any other or subsequent breach.
- 7.0 SETTLEMENT OF DISPUTES
- 7.1 It is specifically agreed by and between the parties that all the differences or disputes arising out of the Contract or touching the subject matter of the Contract shall be decided by process of Settlement & Arbitration as specified in Clause 56 and 57 of the General Conditions of the

Contract as amended and the provisions of the Arbitration & Conciliation Act, 1996 shall apply and Delhi Courts alone shall have exclusive jurisdiction in all matters arising under this Contract. The arbitrator shall give reasoned/speaking award.

7.2 Governing Laws

The laws applicable to this contract shall be the laws in force in India.

7.3 Notice of Default

Notice of default given by either party to the other party under the Contract shall be in writing and shall be deemed to have been duly and properly served upon the parties hereto if delivered against acknowledgement or by telex or by registered mail with acknowledgement or by telex or by registered mail with acknowledgement due addressed to the signatories at the addresses mentioned herein above.

IN WITNESS WHEREOF, the parties through their duly authorized representatives have executed these presents (execution thereof has been approved by the competent authorities of both the parties) on the day, month and year first above mentioned at _____#_____

FOR AND BEHALF OF NTECL

WITNESSES :

1.	_____	:	_____
	(Signature)		(Owner's Signature)
	_____	:	_____
	(Name)		(Printed Name)
	_____	:	_____
	(Designation)		(Designation)
		:	_____
			(Company's Stamp)

FOR AND ON BEHALF OF
M/S _____

1.	_____	:	_____
	(Signature)		(Contractor's Signature)
	_____	:	_____
	(Name)		(Printed Name)
	_____	:	_____
	(Designation)		(Designation)
		:	_____
			(Company's Stamp)

Note :

* Strike out whichever is not applicable.

Here mention the place where contract is signed.

** Applicable in cases of Global Tenders invited for Civil Works.

ANNEXURE-VIIIA

THE BANKS FROM WHICH BANK GUARANTEES FOR
EARNEST MONEY DEPOSIT CAN BE ACCEPTED

SCHEDULED COMMERCIAL BANKS

A. SBI AND ASSOCIATES

- a. State Bank of India
- b. State Bank of Bikaner and Jaipur
- c. State Bank of Hyderabad
- d. State Bank of Indore
- e. State Bank of Mysore
- f. State Bank of Patiala
- g. State Bank of Saurashtra
- h. State Bank of Travancore

B. NATIONALISED BANKS

- i. Allahabad Bank
- j. Andhra Bank
- k. Bank of India
- l. Bank of Maharashtra
- m. Canara Bank
- n. Central bank of India
- o. Corporation Bank
- p. Dena Bank
- q. Indian bank
- r. Indian Overseas Bank
- s. Oriental Bank of Commerce
- t. Punjab National Bank
- u. Punjab & Sind Bank
- v. Syndicate Bank
- w. Union Bank of India
- x. United Bank of India
- y. UCO Bank
- z. Vijaya Bank
- aa. Bank of Baroda

C. SCHEDULED PRIVATE BANKS (INDIAN BANKS)

1. Bank of Rajasthan
2. Bharat Overseas Bank Ltd.
3. Catholic Syrian Bank Ltd.
4. City Union Bank
5. Dhanalakshmi Bank
6. Federal Bank
7. Jammu & Kashmir Bank Ltd.
8. Karnataka Bank Ltd.
9. Karur Vysya Bank Ltd.
10. Lakshmi Vilas Bank Ltd.
11. Lord Krishna Bank Ltd.
12. Nainital Bank Ltd.
13. Kotak Mahindra Bank
14. Ratnakar Bank Ltd.
15. Sangli Bank Ltd.
16. South Indian Bank Ltd.
17. Tamilnad Mercantile Bank Ltd.
18. United Western Bank Ltd.
19. ING Vysya Bank Ltd.
20. AXIS Bank Ltd.
21. S.B.I. Commercial & International Bank Ltd.
22. Ganesh Bank of Kurundwad Ltd.
23. INDUSIND Bank Ltd.
24. ICICI Bank
25. HDFC Bank Ltd.
26. Centurion Bank of Punjab Ltd.
27. Development Credit Bank Ltd.
28. Yes Bank

D. SCHEDULED PRIVATE BANKS (FOREIGN BANKS)

1. Abu Dhabi Commercial Bank Ltd.
2. ABN Amro Bank Ltd.
3. American Express Bank Ltd.
4. Bank of America NA
5. Bank of Behrain & Kuwait
6. Mashreq Bank
7. Bank of Nova Scotia
8. Bank of Tokyo Mitsubishi UFJ Ltd.
9. Calyon Bank
10. BNP Paribas
11. Barclays Bank
12. Citi Bank
13. Deutsche Bank
14. The Hongkong and Shanghai Banking Corporation Ltd.
15. Oman International Bank
16. Societe Generale
17. Sonali Bank
18. Standard Chartered Bank
19. J.P.Morgan Chase Bank
20. State Bank of Mauritus
21. Development Bank of Singapore
22. Bank of Ceylon
23. Bank International Indonesia
24. Arab Bangladesh bank
25. Cho Hung bank
26. China Trust Bank
27. Mizuho Corporate Bank Ltd.
28. Krung Thai Bank
29. Antwere Diamond Bank NV Belgium
30. ING Bank NV

E.OTHER PUBLIC SECTOR BANKS

1. IDBI Ltd.

ANNEXURE-VIII B
THE BANKS FROM WHICH BANK GUARANTEES
FOR ADVANCE /SECURITY DEPOSIT CAN BE ACCEPTED

SCHEDULED COMMERCIAL BANKS

A. SBI AND ASSOCIATES

1. State Bank of India
2. State Bank of Bikaner and Jaipur
3. State Bank of Hyderabad
4. State Bank of Indore
5. State Bank of Mysore
6. State Bank of Patiala
7. State Bank of Saurashtra
8. State Bank of Travancore

B. NATIONALISED BANKS

1. Allahabad Bank
2. Andhra Bank
3. Bank of India
4. Bank of Maharashtra
5. Canara Bank
6. Central bank of India
7. Corporation Bank
8. Dena Bank
9. Indian bank
10. Indian Overseas Bank
11. Oriental Bank of Commerce
12. Punjab National Bank
13. Punjab & Sind Bank
14. Syndicate Bank
15. Union Bank of India
16. United Bank of India
17. UCO Bank
18. Vijaya Bank
19. Bank of Baroda (ACCEPTABLE UPTO 31.10.2008)

C. FOREIGN BANKS

1. Bank of America NA
2. Bank of Tokyo Mitsubishi UFJ Ltd.
3. BNP Paribas
4. Ceylon Bank
5. Citi Bank N.A
6. Deutsche Bank A.G
7. The Hongkong and Shanghai Banking Corporation Ltd.
8. Standard Chartered Bank
9. Societe Generale
10. Barclays Bank
11. ABN Amro Bank N.V
12. Bank of Nova Scotia
13. Development Bank of Singapore ie., DBS Singapore
(Acceptable upto 06.07.2008)

D SCHEDULED PRIVATE BANKS

1. ING Vysya Bank Ltd
2. ICICI Bank Ltd
3. HDFC Bank Ltd
4. UTI Bank Ltd
5. YES Bank (Acceptable upto 30.09.2007)
6. Karur Vysya Bank Ltd (Acceptable upto 31.12.2007)

E OTHER PUBLIC SECTOR

1. IDBI BANK LTD (Acceptable upto 31.08.2007)

ANNEXURE-VIIC
CHECK LIST FOR BANK GUARANTEE

(To be submitted, Duly Filled & Signed by Tenderer)

Sr/No	Check List	Yes	No
I	Does the Non Judicial Stamp Paper of appropriate value purchased in the name of the Issuing Bank or bidder		
II	Does the Bank Guarantee Compare Verbatim with Standard NTECL Proforma for BG.		
III	Has the Executing Officer of BG indicated his name, designation & Power of Attorney No. / signing Power Number etc., on BG		
a)			
b)	Is each page of BG duly signed / initialled by the executant, & last page is signed with full particulars as required in the NTPC's standard proforma of BG & under the seal of the Bank.		
c)	Does the last page of the BG carry the signatures of two witnesses alongside the signature of the executing Bank Manager?		
IV	a) Is the BG on Non-Judicial Stamp paper of appropriate Value?		
b)	Is the date of sale of Non-Judicial Stamp Paper shown on the BG & the Stamp Paper is issued not more than six months prior to date of execution of BG.		
V	a) Are the factual details such as Invitation to Bid no. etc. Correct?		
b)	Whether overwriting / cutting if any on the BG authenticated under signature & seal of executant.		
VI)	Is the amount & validity of BG in line with Bid documents provisions?		
VII)	Is the foreign bank guarantee, confirmed by a Nationalised / Scheduled Bank in India (as Applicable)		
VIII)	Whether the BG has been issued by a Nationalised Bank / Non-Nationalised Bank acceptable to NTPC / Scheduled Bank in India (the applicability of the Bank should be in line with the provisions of bidding documents)		