



अरावली पावर कम्पनी प्राइवेट लिमिटेड
(एनटीपीसी, एचपीजीसीएल एवं आइपीजीसीएल का संयुक्त उद्यम)
Aravali Power Company Private Limited
(A JOINT VENTURE OF NTPC, HPGCL AND IPGCL)

General Conditions of Contract for Civil Works

(ARAVALI SUPER THERMAL POWER PROJECT, JHAJJAR)

(3X500MW UNITS)





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 verse.

Heading 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' / 'Company' shall mean the Aravali Power Company Private Limited having its registered offices at NTPC Bhavan, Scope Complex 7, Institutional Area, Lodi 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 there of and the formal agreement, if any, executed between the Aravali Power Company Private 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 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 mid-night irrespective of the number of hours worked in that day.
- g) “Engineer-in-Charge” shall mean the Engineering officer appointed by the Company or his duly authorized representative who shall direct, supervise and be in charge of the works for purposes of this Contract.
- h) “Excepted Risks” are risks due to riots (otherwise than among Contractor/employees) and civil commotion (in so far 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 'Company' 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-in-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 Company).
- j) Schedule (s) referred to in these conditions shall mean the relevant schedule(s) annexed to the tender papers issued by the Company or the Standard Schedule of Rates prescribed by the Company 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 Company 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 parts(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.

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, plants, 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 recognized 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 Drawing, the following order of preference, shall be observed.
 - a) Description in Schedule of Quantities.
 - b) Particular Specification and Special Conditions, if any.
 - c) Drawing.
 - 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 there from 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 drawing and specification or from any of his obligations under the Contract.
- 8.4 If on check there 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 should be regarded as firm and extension shall be amended on the basis of the rate.
 - c) All errors in totaling in the amount column and in carrying forward totals shall be corrected.
 - d) The totals of various section of Schedule of Quantities amended shall be carried over to 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 of Quantities or in sections of Schedule of Quantities or in General Summary, by the tender shall be ignored.

- e) In case of lump sum 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/- which ever is less then the errors shall be rectified and the rectification dealt with as for deviations variation under conditions 10&11 here of and the value there of shall be added or deducted from the Contract Sum, as the case may be provided that there shall be no rectification to 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 Company 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(c) of schedule A in cash or in the form of Government Securities or Fixed Deposit Receipts of Bank Guarantees furnished by any of the Nationalized Banks.
- 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 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(c) of Schedule A towards faithful performance of the Contract in the form of a bank guarantee issued by a Nationalized Bank, with in 15 days of acceptance of his tender. The aforesaid bank guarantee towards security deposit shall be kept valid up to 90 days after the completion of Defect liability Period. The earnest money furnished by the Contractor shall be returned/refunded to hem after 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 Company 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 Company 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 there from of from any sums which may be due or may become due to the Contractor by Company on any account whatsoever 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 here of etc.
- 9.7 On expiry of the Defects Liability Periods (referred to in Condition 33 hereof) of 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 Company.

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 by the Engineer-in-Charge and such alterations, omissions, additions or substitution shall from part of the Contract as if originally provided therein and any altered, additional of substituted work which the Contractor may be directed to do in the manner above specified as part of the Works, shall be carried out 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 rate to be paid therefore shall be resolved in accordance with Condition 56.

10.1 The time for completion of the Work 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 para(s) shall be determined by the Engineer-in-Charge on the basis of the purchase price has 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 for night following the date the order.
- (v) If the rate for any altered additional or substituted item of work cannot be determined in the manner specified in sub-para (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 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 Lump sum Contract, Measurement Contract 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 Lump-sum-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 item 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 (i) to (v) above shall not apply to.
- a) Item 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, and Contract-cum substituted item, or additional items that 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 rate 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 percent, inform the Engineer-in-Charge under the 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 5 per cent, the Contractor shall be paid in accordance with 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 Conditions 10, for 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 percent of 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, 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 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 there of 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 there of for reasons other than the default to the Contractor; or
 - (iii) For safety of the Works or part there of, 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 of part there of is suspended on the order 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, in 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 Condition 10 and 11 or where it affects the whole of the Works, as an abandonment of the works by the Company 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 Company, 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 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 utilized 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 should be the essence of the Contract. The execution of the works shall commence from the 15th day after the date on which the Company issued written orders to commence the work. If the Contractor commits default in commencing the execution of the work as aforesaid. Company 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 of or sections of the works 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 Document 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 3/4 before 3/4 such time has elapsed.

13.2 If the works be delayed by

- a) force majeure, or
- b) abnormally bad weather, or
- c) serious loss or damage by fire, or
- d) civil commotion, local combination, local combination of workmen, strike or lockout, affecting any of the trade employed on the work, or
- e) delay on the part of other Contractors of tradesmen engaged by Company in executing work not forming part of the Contract, or
- f) non-availability of stores, which are the responsibility of Company 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 hereof 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 Work.

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. Upon grant of time extension by the Engineer-in-Charge, the Contractor shall promptly furnish documentary evidence to Engineer-in-Charge towards extension of insurance policies for the period of time extension.

14. The Contractor shall arrange at his own expense all tools, plant and equipment (here in after 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 Company) by the Company at rates shown in that schedule. In case the Contractor does not require some or all items of the T&P listed in Schedule "C" he will indicate his requirement at the time of submitting his tender. Company 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 Company over and above the requirements indicated by him at the time of submitting his tender, the Company 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 up to 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 Company's T&P in question has remained intact idle with the Contractor because of the suspension, provided the Contractor, in case the period of suspension exceeds 11 days, return Company'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 hours (excluding a break of one hour) (one) working day.
- b) Every working hour or part there of in excess of 8 working hours at the rate of $1/8^{\text{th}}$ of the hire charges for a working day; provided however if the Company has paid more than at the rate of $1/8^{\text{th}}$ 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 $1/8^{\text{th}}$ of the wages shall also be charged to the Contractor.

14.4 If at any time Company's T&P has not been worked at all during a day except for a breakdown 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 Company'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 Company'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 Company's T & P in accordance with the provision therefore 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 Company) for purposes of repairs and for the duration of such repairs on hire charges shall be levied.

14.7 The Contractor shall be responsible for care and custody of Company's T&P (including employment of chowkidars) during the period Company's T&P remain with him and any damage (for 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 Company.



- 14.8 The Company gives 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 Company's T& P was not to the Contractor's expectation.
- 14.9 Company'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 Company as hereafter provided on written notice by the Engineer-in-Charge. The Company 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 Company's T&P by the Company.
- 14.10 A logbook for recording hours during which every item of Company's T & P issued to the Contractor has worked each day shall be maintained the member of the crew in charge there of any representative of the Engineer-in-Charge appointed on that behalf and shall be daily attested by the Contractor or his authorized 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 charge 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 the than those which are to be supplied the Company.
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 the approval fresh samples complying with the specification laid down in the Contract.
 3. The Engineer-in-Charge shall have full power 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 the means. The Engineer-in-Charge shall have powers to procure other proper materials to substitute 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 Company, its representatives or employee of the Company against any action, claim or proceeding relating to infringement or use of any patent or design or any alleged patent design right and shall pay any royalties or other charges which may be payable in respect of any article or materials or part thereof included in the Contract. In the event of any claim, being made or action being brought against the Company or any agent, servant or employee of the Company 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 Company, 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 drawing and/or specification issued after submission of the tender.
 5. Subject as hereinafter provided in condition 53/53-A all charge 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 Company) 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 Company except for the cost of materials used in such tests/samples.
15. (b) Material to be supplied by the Company
Materials to be supplied by the Company are shown in schedule "B" which also stipulates quantum place of issue and rate (s) to be charged in respect thereof.
1. If after acceptance of the tender the Contractor desires the Company to supply any other materials such materials may be supplied by the Company. If available, at rates to be fixed by the Engineer-in-Charge. The Company reserves 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 Company 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 railhead the cost of transportation only from such

- railhead to the Site will be borne by the Company 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 go down, storage etc till the materials are incorporated in the Work or returned to the Company shall be to the account of the Contractor.
- b) For the materials listed in Schedule B, which the Company 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 of 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 Company 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 consumption, 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 delivered at the place of issue, shall be borne by the Company.
5. The following are the allowable wastages on deferent 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 bending schedules.
- c) Structural steel :As stipulated in Technical Specification.
- d) Cut pieces of reinforcement rods of length 3.0 metres and above may be accepted by the Company 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 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 Company, 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 double the issue rates.

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 agent. 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 authorized 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:**

Material required for the works, whether brought by the Contractor or supplied by the Company, 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. Company'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 material brought to the Site shall become and remain the property of the Company 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. 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 fifteen 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 of damage and injury cause by them and (ii) the number of female workers who have been allowed Maternity Benefit as provided in the Maternity Benefit Act 1961, or Rules made there under 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 Contract 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 Contract 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 there under 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 Employee 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 the Employee State Insurance.
- 16.5 The Engineer-in-Charge shall on a report having been made by an Inspecting Officer as defined in the Contract Labour Regulations have the power to deduct from the money 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-fulfillment of the Condition 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 Contract labour regulations.
- 16.6 The Contractor shall indemnify the Company against any payment to be made under and for observance of the Regulation aforesaid 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 Contract 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 Contract. Labour Regulations the Contractor shall without prejudice to any other liability pay to the Company a sum not exceeding Rs 50.00 as liquidated damages for every default, breach for 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 Rs50.00 per day for each day of default subject to 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 arrangement to workers employed directly or indirectly on the Works. In case the Contractor fails to make arrangement as aforesaid the Engineer-in-Charge shall be entitled to do and recover the cost thereof from 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 Model Rules for Labour Welfare, Safety Code or the provisions relating to report on accidents and to grant of maternity benefits to female workers shall make the Contractor liable to pay to the Company 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 purpose) or taken 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 licensor:

- (i) that he shall pay nominal licensee fee of Rs.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 Company. The Contractor shall protect and preserved all benchmarks used in setting out the works till end of the Defects Liability Period unless the Engineer-in-Charge directs 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 Company 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 Company 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 directions as to the disposal of the same at the expense of the Company.



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 light, 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, Engineer-in-Charge shall have full power 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 authorized 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 authorized 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 Authorized representative wherever 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 foundation. 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 Company not 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 instructions 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 Company 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 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 Company. 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 Sunday or on authorized holiday 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 of 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 land drains, eased doors and sashes, oiled locks and fastenings labeled 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 requirements of the conditions as aforesaid, on or before the date of completion of the Works, the Engineer-in-Charge may at the expense of the Contractor fulfill such requirements and dispose of the scaffolding, 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 realized by the sale thereof less the cost of fulfilling the requirement and any other amount that may be due from Contractor, if the expense of fulfilling such requirements is more than the amount realized on such disposal as aforesaid, the Contractor shall forthwith on demand pay such excess.
- 31.2 If at any time before completion of entire work, item 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 of the same (any such part(s) being hereinafter in this condition referred to as the relevant part) then not withstanding anything expressed or implied elsewhere in this Contract.
- (a) Within thirty days of the date of completion of such item 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 34/34 A 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 Company 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 remain 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 the 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. @ 1/2 percent per week
- (c) Completion period (as originally stipulated) exceeding 2 years. @ 1/4percent per week.
- 32.1 Provided always that the total amount of compensation for delay to be paid under the condition shall not exceed the under noted 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 originally stipulated) exceeding 6 months and not exceeding 2 years. 7½ per cent
- (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 Company.

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" here to from the certified date of completion and intimation of which has been sent to the Contract 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 work, the Contractor shall take full responsibility for the case there of and for taking precautions to prevent loss or damage and to minimize loss or damage to the greatest extent possible and shall be liable for any damage or loss that may happens to the works or any part thereof and all Company's T&P from any cause whatsoever (save and except Excepted Risks) and shall at his own cost repair and make good the same so that, at completion, the works and all Company's T&P shall be in good order and condition and in conformity in every respect with 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 work as shall have been damaged, taking to the Company store such Company's T&P, articles and/or material 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 Company T&P articles and/or materials to the Company's paid by him for any injury caused to him or to the workman's legal successors for loss of the workman's 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 minimize the amount of such loss or damage.



- 34.3 Where Company's building or a part there of is rented by the Contractor he shall insure the entire building if the building or any part there of is used by him for the purpose of storing or using materials of combustible, 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 Company against all losses and claims for injuries or damage to any persons or any properly whatsoever which may arise out of or in consequence of the construction and maintenance of works and against all claims, demands proceeding, 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 Company 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 Company but including the Company'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 Company) or by arising out of carrying out of the Contract.
- 34.6 The Contractor shall at all times indemnify the Company 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 modification thereof any other law relating thereto and rules made there under 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 Company, 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 there to .
- 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 expiry 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 Company resulting from their failure to obtain adequate insurance protection by his sub-contractors. 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 Company 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 Company from any moneys due or which may become due to the Contractor or recover the same as 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 there of and for taking precautions to prevent loss or damage and to minimize loss or 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 Company'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 Company's T&P shall be in good order and conditions and in conformity in every respect with the requirements of the Contractor 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 such of the works as shall have been damage, taking to Company store such Company 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 on damage occur and the removal by the Contractor as provided above of Company's T&P articles and/or materials to the Company'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 respects of so much loss or damage as has been occasioned by any failure on his part to perform his obligation under the Contractor or not taking precautions to prevent loss or damage or minimize 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 Company's T&P hired by the Contractor and all materials at Site, to their full value (as to Company'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 insurance policy shall also include a cross liability clause such that the insurance shall apply to the contractor and to the employer as separate insureds. The said insurance shall be in the joint names of Company 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 Company 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 utilized 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 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 Company, 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.
- 34.5.A Where the Company building or a part there of is rented by the Contractor he shall insure the entire building if the building or any part there of 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 Company 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 proceeding, 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 Company against any Compensation or damages 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 Conditions, insure against any damage, loss or injury which may occur to any property (Excluding that of the Company by including the Company'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 Company)by or arising out of carrying out of the Contract.
- 34.A-8 The Contractor shall at all time indemnify the Company against all claims, damages or compensation under the provisions of Payment of Wages Act,1936 Minimum Wages Act,1948, Employer's Liability Act 1938, Workmen's Compensation Act 1947, Industrial Deputes Act 1947 and Maternity Benefit Act 1961 or any modification there of any other law relating there of and rules made there under 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 Company, its agents, or servants and also against all costs, charges and expenses of any suit, action or proceeding arising out of such accident or injury and against sum or 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 Workman's Compensation Act, 1923 or any modification there of or any other law relating thereto.

- 34.A-9 The aforesaid insurance⁴ policy/policies shall provide that they shall not be cancelled till the Engineer-in-Charge has agreed to the 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 premium for keeping the policies alive till expiry of the Defect Liability Period.
- 34.A-11 The Contractor shall ensure that similar insurance policies are taken out by his sub-contractor (if any) and shall to be responsible for any claims or losses to the Company resulting from their failure to obtain adequate insurance protection in connection thereof. The Contractors 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 term of the Contract then and in any such case the Company 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 Company 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 Contractor engaged contemporaneously on separate Contracts in connection with the Works and for departmental labour and labour of any other properly authorized 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 Company may enter into in connection with or ancillary to the works.

Notices to Local bodies.

36. The Contractors shall comply with and give all notices required under any government authority, instrument rule or order made under any Act of Parliament, State laws or any regulation or byelaws of any local authority relating to the Works. He shall before making any variation from the Contract drawing 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 instructions thereon.
- 36.1 The Contractor shall pay and indemnify the Company 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 byelaws of any local authorities 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 Company 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 authorized 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 instructions(s).

Fore closure 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 Company 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 utilized 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 about huts, staff quarters and Site offices; storage accommodation and water storage tanks.



- b) (i) The Company shall have the option to take over Contractor's materials or any part thereof either brought to Site or which the Contractor is legally bound to accept delivery from suppliers (for Company in or incidental to the work), provided. However, the Company 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 Company, cost of such materials shall, however, take into account purchase price, cost of transportation and deteriorating 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 Company, 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 Company are rendered surplus, the same except normal wastage shall be returned by the Contractor to the Company 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 Company stores, if so required by the Company.
- 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 uncompleted part without the Company 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 Company 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 any person in Company'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 Company; or
- (e) shall enter into a Contract with the Company 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 Company as a result of ring tendering or other non-bonafide methods of competitive tendering; or
- (g) being 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 made under any insolvency Act for the time being in force for the sequestration of his estate or if a trust deed be executed by him for benefit of his creditors; or
- (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 piecework basis or of labour with materials not be incorporated in the work, shall not be deemed to be subletting) or attempts to assign, transfer or sublet the entire Works or any portion thereof without the prior written approval of the Accepting Authority. the accepting Authority may, without prejudice to any other right to remedy which shall have accrued or shall accrue thereafter to the Company 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:
- take possession of the Site and any materials, constructional plant, implements, stores, etc. thereon; and/or
 - 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 Work or in case the Works or part of the Works is not completed, the loss or damage suffered by the Company. 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 materials 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 Company in completing the Works or part of the Works or the excess loss or damages suffered or may be suffered by the Company 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 Company and unsold materials, constructional plant, etc., shall be returned to the Contractor, provided always that if cost or anticipated cost of completion by the Company 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 reconstruction or prior to the expiration of the Defects Liability period, that any work has been executed with unsound, imperfect or unskilled workmanship or that any materials or articles provided by the Contractor for execution of the work are unsound or of a quality inferior to that the 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 reconstruct 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, not with standing that the same may have



been inadvertently passed, certified and paid for and in the event of his falling 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 and 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 others 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 incurred on it by the Company 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 expenditure incurred in providing the pipelines, 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) Aravali Power Company Private Limited do not guarantee the maintenance of uninterrupted supply of water and in case of any interruptions of such supply 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 Aravali Power Company Private Limited on account of interruption of water supply for limitation of quantity of water as aforesaid or on account of the water so supplied being not fit for construction purposes or 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 purpose.
- (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 or 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 Contractor make available at Site, free of charges land for construction of Contractor's field office, workshop, stores, magazines for explosive in isolated locations, assembling yard etc. required for execution of the Contract. Leveling 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 the 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 made. The Contractor shall be made liable to pay for these and occupation at the rates to determined by the Engineer-in-Charge if the Contractor overstay 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, switch-gear, wiring, fixtures, bulbs and other temporary equipment for further distribution and utilization 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 purpose 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 accept as otherwise stated ascertain and determine by measurement the value in accordance with Contract work done accordance therewith.
- 49.1 All items having a financial value shall be entered in Measurement Book, level book, etc., prescribed by the Company so that a complete record is obtained of all work performed under Contractor.
- 49.2 Measurements shall be taken jointly by the Engineer-in-Charge or his authorized representative and by the Contractor or his authorized 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 any authorized representative for measurement after a 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 measurement of the work.
- 49.4. The Contractor shall without extra charges, 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 Company 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 or interpretation shall be final and binding on both the parties and shall be beyond the scope of the settlements of disputes by Arbitration in respect of all Contract items, substituted items, extra items and deviations.

Methods of Measurements:

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 prepared and measurements shall be taken in accordance with the procedure set forth in the Scheduled of Rates/Specification notwithstanding any provision in the relevant Standard Method of Measurements or any general or local custom. In the case of items, which are not covered



by the Schedule of Rates/Specifications, measurements shall be taken in accordance with the relevant Standard Method of Measurements issues 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 of which the Contractor is considered entitled by way of Interim payment for the following:
- all work executed, after deducting there from the amounts already paid, the security deposit and such other amounts as may be deductible or recoverable to terms of Contract.
 - 75 per cent of the cost (as assessed by the Engineer-in-Charge) of 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 and insurance cover for the full cost of perishable materials.
- 51.2 The advance payments under (b) above shall be adjusted as and when materials are utilized in the Works.
- 51.3 Payment of the Contractor's bills shall be paid by the Company 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 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.
- Contract amount not exceeding Rs. 5 lakhs Four Months.
 - 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.

Loans:

54. Loans will subject to availability of funds and if required by the Contractor be given as under within six weeks of submission of application by him subject to other conditions being fulfilled and the Engineer-in-Charge certifying the sum to which the Contractor is entitled by way of loan:

Incase of Contracts valued at over Rs.20 lakhs:

- a) for plant and equipment specially acquired for the work and brought to Site, at 75% of the purchase price of new machinery 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 favour of the Company in the form required by the Company. Interest on the 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 Contract sum.

- b) a lump sum advance not exceeding 4% of the Contract sum against a guarantee acceptable to the Company at the rate of interest mentioned in Scheduled A The advance shall be utilized for the purposes of this Contract only and for no other purpose.

Provided that if a request for loan is made by the Contractor against both the above-mentioned provisions of this condition, viz. (a) & (b) the total sum be given as loan shall not exceed 8% of the Contract Sum.

- 54.1 Recovery of the sums 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 there from, 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 Company under clause 54 (a) 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 Company for the amount of the outstanding loan granted under clause 54(a) 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 works. If such Plant and Equipment are not brought back, the Contractor shall forthwith repay the amount of the loan outstanding with interest.



Overpayments and Underpayments:

55. Wherever any claim for the payment of a sum of money to the Company arise out of or under this Contract against the Contractor the same may be deducted by the Company 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 Company or from any other sum due to the Contract from the Company with may be available with the Company or from his security deposit; or the shall pay the claim on demand.
- 55.1 The Company reserve the right to carry out post payment audit and technical examination of the final bill including all supporting vouchers, abstracts etc., the Company further reserve the right to enforce recovery and 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 not withstanding the fact that the amount of the final bill figures in the arbitration award.
- 55.2 If as 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 Company from the Contractor by any or all of the methods prescribed above if any underpayment is discovered, the amount shall be likely to be paid to the Contractor by the Company.
- 55.3 Provided that the aforesaid right of the Company to adjust over payments against amounts due to the Contractor under any other Contract with the Company 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 of 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 than due or which may at any time thereafter become due before payment is made to the Contractor, from him to the Company 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, design, drawings and instructions herein before mentioned and as to the quality to workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the Contract, designs drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works, or the executions or failure to execute the same whether arising during the progress of works or after the completion or abandonment thereof shall be referred to the sole arbitration of the General Manager of Aravali Power Company Private Limited and if the General Manager is unable or unwilling to act, to the sole arbitration of some other person appointed by the Chairman, Aravali Power Company Private Limited, willing to act as such arbitrator. There will be no objection if the arbitrator so appointed is an employee of Aravali Power Company Private Limited and that he had to deal with the matters to which the Contract relates and



that in the 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 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, Aravali Power Company Private Limited shall appoint another person to act a arbitrator in accordance with the terms or the Contract. It is also a term of this Contract that no person other than a person appointed by Chairman., APCPL as aforesaid should act as arbitrator and if for any reason, than is not possible, the matter is not to be referred to arbitration at all.

Subject as aforesaid the provisions of the Arbitration Act, 1940, 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.

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 Arbitrators 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 of difference 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 Conditions 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 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) "Fare 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 neighborhood but shall not be less than 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 Assistance Labour Commissioner of the Chief Labour Commissioner's Organization.
 - 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 subcontractors 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 of work 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 of the weekly rest day unless he has or will have a substituted rest day, on one of five days immediately before or after a 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 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 wages 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 the 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 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 Cards with relevant entrtrie. 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 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, form 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 deductions shall be proportion to the period for which he was absent:
- (c) Deductions for damages 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 Company 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 and opportunity of showing cause against such fines and 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 impose. 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 local Indian language a list approved by the Chief Labour Commissioner, clearly stating the acts and omission for which penalty or fine may be imposed on a 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 damages or loss in Forms appended to these regulations, which should be kept at the place of work.
11. **Register of Accidents:** The Contractors shall maintain a register of accidents in such form as may be convenient at the work place but the same 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 Register:** 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 investigation 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 thereof 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 worker 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, with in 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 workers, etc, and also, amounts recovered as penalty, shall be credited to a Fund to be kept

- under the custody of the Company for such benefit and welfare of workmen employed by Contractors.
16. **Appeal against decision of Inspecting Officer:** Any person agreed 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:**
- A workmen 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.
 - 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.
 - 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 authorized 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 Regulations 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.



WAGE SLIP
(Regulation 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 of which overtime worked
 7. Overtime Wages
 8. Gross Wages Payable
 9. Total Deductions (including nature of deductions)
 10. Net Wages Payable
-
-

Contractor's Signature/

Employees Signature/

Thumb impression

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 readily accessible place first aid appliances including an adequate supply of sterilized dressings 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 workplaces; they shall be placed under the charge of a responsible person who shall be readily available during working hours.

At large workplace, 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.

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 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.

Washing and Bating Places, Adequate washing and bathing places shall be provided separately for men and women. Such places shall be kept in clean and drained condition.

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 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 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.

Latrines and urinals: Except in workplaces provided with water flushed 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 working hours and strictly kept in a 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 letter "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 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 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 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. Crèches: At a place at which 20 or more woman 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 dais 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 crèche (s) shall vary according to the number of women workers employed.

Crèche shall be property maintained and necessary equipment like toys, etc. provided.

12. Canteen: A cooked food canteen on a moderate scale shall be provided for the benefit of 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 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 Site.

On completion of the works the whole of such temporary structure 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-Malarial precautions: The Contractor shall, at his own expense, conform to all anti-malarial 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 condition.
16. Interpretations act: On any question as to the application, interpretational 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

such direction 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 holing 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 $\frac{1}{4}$ to 1 ($\frac{1}{4}$ horizontal and 1 vertical).
2. Scaffolding 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 standing extending along the entire length of the outside and ends thereof strong 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 or unevenly, 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 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 meters in length. Width between side rails in a rung ladder shall in no case be less than 30 cm for ladders up to and including 3 meters in length. For longer ladders this width shall be increased at least 6mm, for each additional 30 cm, of length, uniform step spacing shall not exceed 30cm.

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 trenching, 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 suitably 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 of fire or explosion of 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 leading 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 facemasks 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 workmen and adequate facilities shall be provided to enable working painters to wash during and on cessation oil work.

9. When work is done near any place where there is risk of drawing, 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 treatment of a 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:-
- (i) These shall be of good mechanical construction, sound material and adequate strength and free from patent defect 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 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 lead shall be ascertained by adequate means. Every hoisting machine and all gear referred to above shall be mainly marked with safe working load. In case of a hosting 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 Company's machine safe working load shall be notified by the Engineer-in-Charge. As regards Contractor's machine 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 energized, insulating mats, working apparel such as gloves, sleeve and boots, as may be necessary, shall be provided. Workers shall not wear any ring, 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 work spot. 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

Aravali Power Company Private Limited
(Aravali Super Thermal Power Project, Jhajjar)
(Hereinafter referred to as the Company)

I/We have read and examined the following documents relating to.....
.....
.....
(Name of the works)

- a) Notice inviting tender.
- b) Schedules A, B, C, D, and F.
- c) Technical Specifications.
- d) Drawings.
- e) General Conditions of Contract including Contractor Labour Regulations. Model Rules for Labour Welfare and Safety Code appended to these conditions together with the amendments thereto Nos. 1 toif any.
- f) Special Conditions of Contract.
- g) Delhi-CPWD-DSR-2012 Schedule of Rates) together with Amendment Nos. 1 to ----- (referred to in General Conditions of Contract as Schedule of Rates)

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 on Schedule 'A'.

In consideration of I/We being invited to tender, I/we agree to keep the tender open for acceptance for Days from the due date of submission there of and not to make any modification in its terms and conditions which are not acceptable to the Company.



A sum of Rs..... is hereby forwarded in Cash/Demand Draft payable at Deposit at Call Receipt of State Bank of India or a Nationalized 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 Company, I/We agree that the Company 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 Company 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 authorized to sign the tender on behalf of the (in
block
capitals.....
.....

Dated.....
.....

Postal
Address.....
....

Telegraphic
Address.....

Telephone
No.....

Witness.....

Date

Address.....



SCHEDULE 'A'

REFERENCE TO GENERAL CONDITIONS OF CONTRACT

Condition No

- 3(b) Accepting Authority Chairman, A.P.C.P.L
- 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. _____
- (i) 2% of the estimated cost of the works if the estimated cost is up to & including Rs. 500 lakh
- (ii) 1% of the estimated cost of the works subject to a minimum of Rs.10 lakh if the estimated cost is more than Rs. 500 lakh."

(C)"Security Deposit shall be calculated as under :

Contract Value	Security Deposit
(i) Up to & including Rs. 2 lakh	10% of Contract Value
(ii) More than Rs. 2 lakh but not exceeding Rs. 20 lakh	7.5% of Contract Value subject to a minimum of Rs.20,000/-
(iii) More than Rs. 20 lakh	5% of Contract Value Subject to a minimum of Rs.1.5 lakh"
10. (iii) Schedule of Rates applicable.	CPWD-DSR-2002
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.
10. (vi) (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. ASTPP
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., APCPL
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)	
(d)	
etc.	
51. Interim bills.	Monthly
54. Loans-	
a) Interest per annum on sum advanced for purchase of Plant & Equipment	12% (twelve per cent.)
b) Ditto-as lump sum advance Recovery of Loans to be effected. Monthly	12% (twelve per cent.)
56. Authority for appointment of arbitrator.	Chairman APCPL



SCHEDULE 'B'

MATERIAL FOR ISSUE TO THE CONTRACTOR

(See Condition 15)

Sl. No.	Particulars	Unit	Rate at which material will be issued Rs.	Quantity	Place of Issue
1.	Cement	MT			Project Stores or nearest Railhead
2.	Reinforcing Steel				
	(a) Mild Steel up to 12 mm dia (Rounds)	MT			Project Stores or nearest Railhead
	(b) Mild Steel up to 12 mm dia (Rounds)	MT			Project Stores or nearest Railhead
	(a) Tor Steel of all dia	MT			Project Stores or nearest
3.	Structural Steel (Plates and rolled sections only)	MT			Project Stores or nearest Railhead

Signature of issuing Officer.....

Signature of Contractor

Date

Date.....



SCHEDULE 'C'

TOOLS AND PLANT TO BE HIRED TO THE CONTRACTOR

(See Condition 14 & 34A)

Sl. No.	Particulars	Number available	Hire Charges per unit per working 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 Company reserves the right not to hire out any T&P or withdraw at any time such T&P hired out.

The contractor shall ask Engineer-in-Charge the value of tools and plants for which these have to be insured and carry out the insurance accordingly in case insurance is not available with APCPL.

Signature of issuing Officer.....

Signature of Contractor

Date

Date.....



FORM OF BANK GUARANTEE IN LIEU OF EARNEST MONEY

(On Non-Judicial Stamp Paper to be stamped in accordance with
Stamp Act, the stamp paper to be in the name of
Executing Bank)

Ref.....

Date.....
Bank Guarantee No.....

To

Aravali Power Company Private Limited
Aravali Super Thermal Power Project, Jhajjar
Post. Jharli, District- Jhajjar (Haryana)
Pin No. 124125

Dear Sir,

In consideration of the Aravali Power Company Private Limited, having its Registered Office at NTPC Bhawan, Scope Complex, 7, Institutional area, Lodhi Road, New-Delhi-110 003 (hereinafter called the "Owner" which expression shall unless repugnant to the subject or context include its successors and assigns) having issued Notice Inviting Tender under the Specification to..... M/s.....having its Registered/Head Office at(hereinafter called the "Tenderer") who wishes to participate in the said tender for.....and you, as a special favour, have agreed to accept an irrevocable and unconditional Bank Bid Guarantee for an amount of Rs.....valid up to.....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 atand having our Registered Office/Head Office at

(ADDRESS)

do hereby unconditionally irrevocable guarantee and under take 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 differences raised by the tenderer.

This guarantee shall be irrevocable and shall remain valid up to.....if any further extension of this guarantee is required, the same shall be extended to such required period on



receiving instruction from M/s.....on whose behalf this guarantee is issued.

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 tenderer or the said bank shall not discharge out liability hereunder.

In witness whereof the Bank, through its authorised officer, has set its hand and stamp on this.....day of 20.....at

WITNESS:

(Signature)

(Signature)

(Name)

(Name)

Official Address)

Designation with Bank stamp)

Attorney as per

Power of Attorney No.....

.....

Date.....

NOTE: The stamp papers of appropriate value shall be purchased in the name of "Bid Guarantee issuing bank"



**FORM OF BANK GUARANTEE LIEU OF SECURITY DEPOSIT
IN INDIVIDUAL CONTRACT
(On Non-Judicial Stamp Paper)
(Condition No. 9)**

To
Aravali Power Company Private Limited
Aravali Super Thermal Power Project, Jhajjar
Post. Jharli, District- Jhajjar (Haryana)
Pin No. 124125

1. In consideration of the Aravali Power Company Private Limited (Aravali Super Thermal Power Project, Jhajjar), having its Registered Office at NTPC Bhawan, Scope Complex, 7, Institutional area, Lodhi Road, New-Delhi-110 003 (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 bearing No..... dated issued by APCPL, which has been unequivocally accepted by the Contractor for the work of..... (hereinafter called the said Contract) to accept a deed of Guarantee as herein provided for Rs..... (Rupees.....only.) from a Nationalized 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 fulfillment by the said Contractor of the terms and conditions contained in the said Contract. We, the..... Bank (hereinafter referred to as "the said Bank" and having our registered office at..... do hereby undertake and agree to indemnify and keep indemnified the Company from 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 or that may be caused to or suffered by the Company 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 Company on demand and without demur to the extent aforesaid.
2. We.....Bank, further agree that the Company shall be that sole judge of and as to whether the said Contractor has committed any breach or breaches of any of the terms and conditions of the said Contract and the extent of loss, damage, costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the Company on account thereof and decision of the Company that the said Contractor had 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 Company from time to time shall be final and binding on us.
3. We, the said Bank, further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract and till all the dues of the Company 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 terms -----

* Refer Note at the end of Proforma.

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 Company shall have not 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 Company shall have the fullest liberty with out 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 the 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 Company and the said Bank shall not be released from its liability under these presents by any exercise by the Company of the liberty with reference to the matters aforesaid or by reason of time being given to the said Contractor or any forbearance, act or omission on the part of the Company or any indulgence by the Company 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 Company 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 Company 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 Company in writing and agree that any change in the Constitution of the said Contractor or the said Bank shall not discharge out 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:

For and on behalf of (the Bank)

Signature.....

WITNESS

Name

&

designation.....





1..... Authorisation
No.....

2..... Date and Place.....

Bank's
Seal.....

The above guarantee is accepted by the Aravali Power Company Private Limited (Aravali Super Thermal Power Project, Jhajjar.)

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.....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 name of the 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.)



PROFORMA BANK GUARANTEE FOR LUMPSUM ADVANCE

(On Non-Judicial Stamp Paper of Appropriate Value)

To
Aravali Power Company Private Limited
Aravali Super Thermal Power Project, Jhajjar
Post. Jharli, District- Jhajjar (Haryana)
Pin No. 124125

1. In consideration of the Aravali Power Company Private Limited (Aravali Super Thermal Power Project, Jhajjar), having its Registered Office at NTPC Bhawan, Scope Complex, 7, Institutional area, Lodhi Road, New-Delhi-110 003 (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 utilising it for the purpose of the Contract on his furnishing a guarantee acceptable to the Owner. We.....Bank incorporated underand 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.



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 full 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. up to 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.....

*Refer Note at the end of proforma.
 (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 in any way the liability of the Bank under this Guarantee or indemnity form time to vary any of the terms and conditions of the said Contractor or the said advance or to extend time of performance by the said Contractor or to postpone for any time and form 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 advance available to Owner and the said Bank shall not be released from its liability under these present by any exercise by the Owner of the liberty with reference to the matters aforesaid or by reason of time being given to the said Contractor or any other forbearance, act or omission on the part of the Owner or any indulgence by the Company to the said Contractor on 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 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 Constitution of the said Contractor or the said Bank shall not discharge out 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 up to.....

Dated this.....day of20

In presence of: For and on behalf of (the Bank)
Signature.....





WITNESS

Name & designation.....

1.....
 No.....

Authorisation

2.....

Date and Place.....

Bank's

Seal.....

The above guarantee is accepted by the Owner

For and On behalf of
 Aravali Power Company Private Limited
 (Aravali Super Thermal Power Project, Jhajjar.)

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.....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 name of the 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





अरावली पावर कम्पनी प्राइवेट लिमिटेड
(एनटीपीसी, एचपीजीसीएल एवं आइपीजीसीएल का संयुक्त उद्यम)
Aravali Power Company Private Limited
(A JOINT VENTURE OF NTPC, HPGCL AND IPGCL)

.....(hereinafter called "the said Contractor" which expression shall unless the context requires otherwise include its administrators, successors and assigns.)





**FORM OF BANK GUARANTEE FOR REMOVAL OF PLANT AND
EQUIPMENT FROM THE SITE
(ON NON-JUDICIAL STAMP PAPER)
(Condition No.54)**

To
Aravali Power Company Private Limited
Aravali Super Thermal Power Project, Jhajjar
Post. Jharli, District- Jhajjar (Haryana)
Pin No. 124125

1. In consideration of the Aravali Power Company Private Limited (ASTPP, Jhajjar) hereinafter called "The Owner" which expression shall unless repugnant to the subject or context include his successors and assigns) having agreed under the terms and conditions of Contract No.....datedmade between.....*..... Bank (hereinafter referred to as " the said Bank ") and having our registered office at..... 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 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 damages, 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 or demand and without demur to the extent aforesaid.
2. We.....Bank further agree that the Owner shall be the sole judge of and as to whether the said Contractor as failed to bring the said plant and equipment or any part hereof 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 here of land 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.
3. We, the said bank further agree that the Guarantee herein contained shall remain in full force and effect till the Owner certifies that the said plant and equipment have been brought back to the Site or the said loan of Rs.....with interest has been repaid to the Owner in full and accordingly discharges this Guarantee subject, however, that the Owner shall have no claim under Guarantee after.....years of the date of completion of the Contract or from the date of cancellation of the said Contract, as the case may be unless a notice of the claim under this Guarantee has been served on the Bank before the expiry of the said period 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 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 or obtain 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 this.....Day of20.....

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

In presence of

Common Seal of the Bank.....

Witness:

1.

Signature:

Name:

2.

Designation:.....

Authorisation No:

The above Guarantee is accepted by the Aravali Power Company Private Ltd. (Aravali Super Thermal power Project, Jhajjar)

For and on behalf of the Aravali Power Company Private Limited./ (Aravali Super Thermal Power Project, Jhajjar)

Dated.....

(Name and Designation)

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.....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 name of the 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.)



FORM OF HYPOTHECATION DEED

(ON NON – JUDICIAL PAPER ON APPROPRIATE VALUE)

(Condition No.54 (a))

THIS INDENTURE made this day of 20 BETWEEN.*..... of the one part and Aravali Power Company Private Limited (Aravali Super Thermal Power Project) here in after called "the Company" which expression shall unless the context requires otherwise include its successors and assigns of the other part:

WHEREAS under Condition 54 (a) of the General Condition of Contract relating to the terms and conditions of Award letter No..... datedwhich have been unequivocally accepted by the Contractor, the Contractor has applied to the Company 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 Company to the Contractor is that the Contractor shall hypothecate the plant and equipment described in the Schedule hereto in favour of the Company as Security for the Company for the due repayment of the said loan.

AS WHEREAS the Contractor has represented that he is the Owner of the plant and equipment described in the Schedule hereto and the same is free from encumbrances.

NOW THIS INDENTURE WITNESSETH THAT in pursuance of the said agreement and in consideration of the premises the Contractor do hereby hypothecate, assign and transfer to the Company the Plant and equipment described in the Schedule hereto the intent that the same shall remain and form security for repayment to the Company of the said loan of Rs..... together with the interest thereon at% per annum.

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

(a) The Contractor shall repay to the Company the said loan of Rs..... (Rupees..... only) together with interest thereon as aforesaid by and agrees that the said loan be recovered by the Company 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 Company for "on account payment".

(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 Company 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.

* Refer Note at the end of proforma

(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 whatsoever belonging to the Contractor has been sold or attached for a period of not less than 21 days in execution of the decree of any court for payment of money, the whole of the said loan of Rs..... or such part thereof as may have remained unpaid or un recovered together with interest thereon shall forthwith become due and payable.

(e) The Company may on the happening of any of the event mentioned in the preceding clause(d) or in the event of the said loan or any part thereof becoming due and payable and has not been paid or recovered or cannot be recovered as provided in the said conditions, seize and take possession of the said plant and equipment (and either remain in possession thereof without removing the same or else may remove the same) and sell the 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 there on remaining unpaid and unrecovered and all cost, charges and expenses and payments incurred or made in maintaining, defending or protecting the rights of the Company 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 Company 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 Company.

(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 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 Company 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 prejudices to the right of the Company under any other conditions of the contract.

SCHEDULE ABOVE REFERRED TO

Sl. No.	Particulars of PLANT and EQUIPMENT	Nos.	Purchase price/ price considered reasonable by Engineer-in-Charge	Total price	Advance (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.....

in the presence of:

(1)

(2)

Signed by Shri.....
(Name and Designation)

.....
For and behalf of
the Aravali Power Company Private Limited
(Aravali Super Thermal Power Project, Jhajjar)
in the presence of:

(1)

(2)

***NOTE:**

For Proprietary Concerns

Shri.....son of resident of carrying on business under the name and style ofat (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 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 representative); the partners of the firm being

(I)

Shri.....S/o.....

(II)

Shri.....S/o.....

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.)



ANNEXURE A

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

A. SBI AND ASSOCIATES

State Bank of India	State Bank of Bikaner & Jaipur	State Bank of Hyderabad
State Bank of Indore	State Bank of Mysore	State Bank of Patiala
State Bank of Saurashtra	State Bank of Travancore	

B. NATIONALIZED BANKS

Allahabad Bank	Andhra Bank	Bank of India
Bank of Maharashtra	Canara Bank	Central Bank of India
Corporation Bank	Dena Bank	Indian Bank
Indian Overseas Bank	Oriental Bank Of Commerce	Punjab National Bank
Punjab & Sind Bank	Syndicate Bank	Union Bank Of India
United Bank of India	UCO Bank	Vijaya Bank
Bank of Baroda		

C. SCHEDULED PRIVATE BANKS(INDIAN BANKS)

Bank of Rajasthan	Bharat Overseas bank Limited	Catholic Syrian Bank Ltd.
City Union Bank	Dhanalakshmi Bank	Federal Bank
Jammu & Kashmir Bank Ltd.	Karnataka Bank Ltd.	Karur Vyasa Bank Ltd.



Lakshmi Vilas Bank Ltd.	Lord Krishna Bank Ltd.	Nainital Bank Ltd.
Kotak Mahindra Bank	Ratnakar Bank Ltd.	Sangli Bank Ltd.
South Indian Bank Ltd.	Tamilnad Mercantile Bank Ltd.	United Western Bank Ltd.
ING Vyasa Bank Ltd.	UTI Bank Ltd.	SBI Commercial & International Bank Ltd.
Ganesh Bank of Kurundwad Ltd.	INDUSSIND Bank Ltd.	Centurion Bank of Punjab Ltd.
ICICI Bank	HDFC Bank Ltd.	
Development Credit Bank Ltd.	Yes Bank	

D. SCHEDULED PRIVATE BANKS (FOREIGN BANKS)

Abu Dhabi Commercial Bank Ltd.	ABN Amro Bank Limited	American Express Bank Ltd.
Bank of America NA	Bank of Bahrain & Kuwait	Mashreq Bank
Bank of Nova Scotia	Bank of Tokyo Mitsubishi UFJ Ltd.	BNP Paribas
Calyon Bank	Barclays Bank	Citi Bank
Deutsche Bank	The Hongkong & Shanghai Banking Corporation Ltd.	Oman International Bank
Societe Generale	J.P.Morgan Chase Bank	Sonali Bank
Standard Chartered Bank	Bank of Ceylon	State Bank of Mauritius
Development Bank of Singapore	Cho Hung Bank	Bank International Indonesia
Arab Bangladesh Bank	Krung Thai Bank	China Trust Bank
Mizuho Corporate Bank Ltd.		Antwere Diamond Bank NV Belgium
ING Bank NV		

ANNEXURE B

LIST OF BANKS FROM WHICH BANK GUARANTEES FOR ADVANCE/ SECURITY DEPOSIT CAN BE ACCEPTED.

A. SBI AND ASSOCIATES

State Bank of India	State Bank of Bikaner & Jaipur	State Bank of Hyderabad
State Bank of Indore	State Bank of Mysore	State Bank of Patiala
State Bank of Saurashtra	State Bank of Travancore	

B. NATIONALIZED BANKS

Allahabad Bank	Andhra Bank	Bank of India
Bank of Maharashtra	Canara Bank	Central Bank of India
Corporation Bank	Dena Bank	Indian Bank
Indian Overseas Bank	Oriental Bank Of Commerce	Punjab National Bank
Punjab & Sind Bank	Syndicate Bank	Union Bank Of India
United Bank of India	UCO Bank	Vijaya Bank
Bank of Baroda (Up to 31.10.2008)		

C. FOREIGN BANKS

Bank of America NA	ABN Amro Bank N.V.	Bank of Novascotia
Bank of Tokyo Mitsubishi UFJ Ltd.	The Hongkong & Shanghai Banking Corporation Ltd.	Development Bank of Singapore (Up to 06.07.2008)
BNP Paribas	Barclays Bank	Citi Bank N.A.



अरावली पावर कम्पनी प्राइवेट लिमिटेड
(एनटीपीसी, एचपीजीसीएल एवं आइपीजीसीएल का संयुक्त उद्यम)
Aravali Power Company Private Limited
(A JOINT VENTURE OF NTPC, HPGCL AND IPGCL)

Deutsche Bank A.G.

Societe Generale

Standard Chartered Bank

D. SCHEDULED PRIVATE BANKS (INDIAN BANKS)

ING Vyasa Bank Ltd.

ICICI Bank Ltd.

HDFC Bank Ltd.

UTI Bank Ltd.

Yes Bank (Up to 30.09.07)

Karur Vyasa Bank (Up to 31.12.07)

E. PUBLIC SECTOR BANKS

IDBI Ltd. (Up to 31.08.07)