

TENDER
FOR

SUPPLY, INSTALLATION, TESTING &
COMMISSIONING OF DIESEL GENERATOR,
SECRETARIAT, CAPITOL COMPLEX
NAYA RAIPUR, CHHATTISGARH

VOLUME I

CONTRACT CONDITIONS, AGREEMENT, ETC.
(To Be Submitted With Envelope #1)

NOVEMBER 2009

Tender No.____/CEO/NRDA/2009-10

NAYA RAIPUR DEVELOPMENT AUTHORITY (NRDA) RAIPUR, CHHATTISGARH

Tender for: Supply, Installation, Testing & Commissioning of Diesel Generator, Secretariat, Capitol Complex, Naya Raipur, Chhattisgarh

Tender No.: ____/CEO/NRDA/2009-10

Tender Copy No.:

Issued to M/s.: _____

Submitted by: _____

Due on: 16th December 2009, between 11.00 & 16:00 hours at the office of the Chief Executive Officer, NRDA, Raipur

Price: Rs. 10,000/- (Rupees Ten thousand only) i.e. Cost of documents

One set consisting of:

- Volume – I Contract Conditions, Agreement, etc.
- Volume – II Technical Specifications
- Volume – III Price Bid
- Addendum/ Corrigendum (if any)

Address:

Chief Executive Officer, NRDA
Naya Raipur Development Authority
Near Mantralaya Mahanadi Dwar
Raipur 492 001, Chhattisgarh
Tel: (0771) 4066011, Fax: (0771) 4066188, E-mail: ceo@nayaraipur.com

Cost of tender document paid vide M.R. No. _____ dated _____.

Tender copy issued by _____ on _____.

VOLUME I

CONDITIONS OF CONTRACT

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Signature of Tenderer

Chief Executive Officer, NRDA

Date:

Date:

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INVITATION OF BIDS
for
SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF DIESEL GENERATOR,
SECRETARIAT,
CAPITOL COMPLEX, NAYA RAIPUR

Ref. No.:

Date:

To,

M/s. _____

SUB.: TENDER FOR SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF DIESEL GENERATOR, SECRETARIAT, CAPITOL COMPLEX, NAYA RAIPUR, CHHATTISGARH

REF.: ____/CEO/NRDA/2009-10

Dear Sir,

With reference to your application, we have pleasure to invite you to take part in competitive bid for above referred work on item rate contract basis for the supply, installation, testing & commissioning of Diesel Generator at the Secretariat, Capitol Complex, Naya Raipur

Project contract includes the following:

1. Supply, installation, testing & commissioning of Diesel Generator at the Secretariat, Capitol Complex, Naya Raipur & related works as referred to herein.
2. Estimated cost Rs. 6.4 Crores (Rupees six crore and forty lacs)
(approx.)
3. E M D Rs. 6.4 Lacs (Rupees six lacs forty thousand)

Note: The EMD shall be payable in the form of a Bank Guarantee drawn on a nationalised bank and operating in Raipur, Chhattisgarh which will be valid for a period of 6 (Six) months from the last date of submission of the bid.
4. Period of Completion 4 (Four) months including monsoon from the date of issue of the Work Order.

The detailed documents comprises four volumes as under

- Volume – I Contract Conditions, Agreement, etc.
- Volume – II Technical Specifications & Drawings
- Volume – III Price Bid
- Addendum/ Corrigendum (if any)

5. The offer shall be submitted in two separate sealed envelopes as indicated in Section I (Method of Submission and opening of tenders) of Volume-I, in office of:

Chief Executive Officer, NRDA,
Near Mantralaya Mahanadi Dwar,
Raipur 492 001, Chhattisgarh.

6. Detailed Tendering Programme is enclosed with this letter for your reference.

7. NRDA reserves full rights to reject any or all the tenders without assigning any reason, seek any further information from the bidders and selection shall be at the entire discretion of NRDA and NRDA's decision in this respect shall be final and binding. Further NRDA reserves right to split each contract in two or more parts without any compensation for reducing the cost of project. This shall be at the entire discretion of NRDA and NRDA's decision in this matter shall be final and without appeal.

The offer shall remain open for 120 (One hundred twenty) days from the date of submission of the tenders.

Thanking you,

Yours faithfully,

Chief Executive Officer, NRDA
Near Mantralaya Mahanadi Dwar,
Raipur 492 001, Chhattisgarh

* * * * *

TENDERING PROGRAMME

The tender program for the above works as under:

Tender No.	_____/CEO/NRDA/ 2009-10
Estimated Cost	Rs. 6.4 Crores (Rupees six crore forty lacs only) (approx.)
EMD	Rs. 6.4 Lacs (Rupees six lacs forty thousand) Note: The EMD shall be payable in the form of a Bank Guarantee drawn on a nationalised bank or Scheduled bank notified by RBI and operating _____ (Bank name and address) in Raipur, Chhattisgarh which will be valid for a period of 6 (Six) months from the last date of submission of the bid.
Time Period	4 (Four) months including monsoon from the date of issue of the Work Order.

- 1) The intending contractors shall arrange to collect the blank tender documents priced at Rs. 10,000/- (Rupees ten thousand only) (Non-refundable) to be paid by Cash/ Demand Draft drawn in favour of 'Chief Executive Officer, NRDA' payable at Raipur, Chhattisgarh along with the application for issue of tender documents.
- 2) Blank tender documents shall be issued from 27th November 2009 to 7th December 2009. These documents shall be available for sale at NRDA's office on all working days upto 17:30 hrs. only.
- 3) The sealed tenders duly filled in all respects will have to be delivered to NRDA's office on 16th December 2009 upto 16:00 hrs only.
- 4) The Pre-Bid queries shall be submitted before 10th December 2009 upto 16:00 hours at NRDA's office.
- 5) Opening of the Envelope No. 1 i.e. Technical Bid at NRDA's office on the same day as the date of receipt of Sealed Tenders at 16.30 hours, if possible.
- 6) Opening of the Envelope No. 2 i.e. Price Bid, for qualified applicants, shall be intimated to the successful tenderers separately.
- 7) The detailed Notice Inviting Tender can be down-loaded from NRDA's website www.nayaraipur.com / www.cg.gov.in .

- 8) Amendment/ Addendum/ Corrigendum, if any, shall not be advertised in the newspapers, but shall be posted in the above website only.
- 9) Chief Executive Officer, NRDA, Raipur reserves the right to accept or reject any or all tenders without assigning any reason thereof.

Chief Executive Officer, NRDA
Near Mantralaya Mahanadi Dwar,
Raipur 492 001, Chhattisgarh

* * * * *

TENDER SUBMISSION FORM

Ref. No.

Date :

To,

Chief Executive Officer, NRDA,

Near Mantralaya Mahanadi Dwar,

Raipur 492 001, Chhattisgarh.

SUB : TENDER FOR SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF DIESEL GENERATOR, SECRETARIAT, CAPITOL COMPLEX, NAYA RAIPUR, CHHATTISGARH

REF : _____/CEO/NRDA/2009-10

Dear Sir,

1. Having obtained the bid documents for the work under reference and having examined the scope of work and Conditions of Contract, we hereby offer to perform, provide, execute, complete and maintain the work in conformity with the Articles of Agreement, General Conditions of Contract, Special Conditions of contract, for the item rate amounts as quoted in the accompanying bid in envelope No. 2, within the stipulated time.
2. We have satisfied ourselves as to the location of the site and working conditions, examined the requirements of NRDA and have obtained all the information necessary for the successful and timely supply/completion of the work.
3. We have submitted to you along with this offer a work programme to complete the supply, installation, testing & commissioning of Diesel Generator at the Secretariat, Capitol Complex, Naya Raipur & related works etc. in 4 (four) months including monsoon from the date of issue of the Work Order.
4. We have deposited as earnest money deposit with you as specified in Annexure 'A' which amount is not to bear any interest and shall be subjected to forfeiture on following defaults.
 - a) withdrawal of tender during the validity period of tender specified in Annexure 'A' and in point 6 hereunder.
 - b) Makes any change other than called upon to do so by the authority to tender documents.
 - c) Failure on our part to execute the contract, when called upon to do so, within stipulated time of ten days or as extended by the concerned authority.

- d) Failure on our part to deposit security deposit as specified in the tender together with tender provisions.
- e) Work is not commenced within specified period in the work order
- f) Obligations under terms of Contract for not fulfilling the followings within the stipulated period
- Insurances
 - Labour licences
 - Any other statutory obligation on the part of the contractor/ OEM/ channel partner prior to commencement of work
5. We understand that you are not bound to accept the lowest tender or bound to assign any reasons for rejecting our tender.
6. We agree to keep our offer open for 120 (One hundred and twenty) days from the last date of submission of tender.
7. Until the agreement is signed this will be treated as the agreement.
8. I/ We hereby pay the Earnest Money Deposit of Rs. 6.4 lacs (Rupees six lacs forty thousand) in the form of a Bank Guarantee drawn on a nationalised bank and operatable _____ (Bank Name and address) at Raipur in favour of the 'Chief Executive Officer, NRDA, Raipur' for the said amount is attached.
9. I/ We hereby agree to pay the Initial Security deposit in the manner prescribed in the clause no.9 of the General Conditions of the Contract in the event of the issuance of the acceptance to my / our offer.
10. I hereby declare that, the work as detailed in Annexure 'A' including Addendum/ Corrigendum, if any, shall be completed in all respect including monsoon within the time limit of 4 (four) months from the date of issue of the Work Order.
11. I/ we here by authorized to Chief Executive Office, Naya Raipur Development Authority, Raipur (C.G.) to get all bank guarantee/ fixed deposit receipt (Either normal security deposit and or for performs security) to get verified and got confirmed from concerned Bank. It will be only after getting such confirmation that Chief Executive Officer shall pay only amount accordingly or refund the equal amount for which Bank guarantee submitted has been duly verified and confirmed.

Thanking you,

Yours faithfully,

Date

Signature of Tenderer
with Seal and address.

* * * * *

NOTICE OF TENDER AND INSTRUCTIONS TO TENDERERS

- 1.0 The tender to be submitted by the tenderers shall consist of the following documents:
- 1.1 Tender Documents:
Complete set of documents along with addendum/ corrigendum, if any, issued duly filled in and initialled on each page and signed by the tenderers at prescribed places of the tender documents including signature of witness.
- 1.2 Information and particulars of the tenderers are to be furnished along with a declaration and an undertaking to execute the work within the time, all as detailed in the form given in clause no. 6.2, with requisite Annexure.
- 1.3 Service Tax Registration in original or attested copies should be furnished along with the tender.
- 2.0 **Not Applicable**
- 3.0 **Earnest Money Deposit**
The tenderer shall deposit and keep deposited (for the period specified hereafter) with NRDA a sum as shown in this tender notice as the Earnest Money Deposit. The Earnest Money Deposit shall be so deposited in one of the following form:
By an irrevocable and unconditional Bank Guarantee executed by a Nationalised bank or Scheduled bank notified by RBI located and operatable in Raipur in the form prescribed hereunder and valid for 6 (Six) months from the last date prescribed for submission of tender, to be submitted in Original.
- 3.1 The failure or omission to so deposit or keep deposited the Earnest Money Deposit shall disqualify the tenderer and NRDA shall exclude from its consideration such disqualified tender.
- 3.2 No interest shall be payable by NRDA in respect of such deposited Earnest Money Deposit.
- 3.3 The Earnest Money Deposit of an unsuccessful tenderer shall be refunded after the final decision on the tenders or on expiry of the validity period whichever is earlier on producing receipt thereof.
- 3.4 Invitation by NRDA to submit the tender shall be a proposal and the submission of a tender by the tenderer shall be an acceptance of such proposal to win the contract. The tenderer shall not revoke his tender or vary its terms and conditions without the consent of NRDA during the period of 120 (One hundred twenty) days counted from the last day appointed by NRDA for submission of tenders. If the tenderer shall revoke the tender or vary its terms and conditions contrary to his promises to abide by this condition, the Earnest Money Deposited by him shall stand forfeited to NRDA without prejudice to its other rights and remedies and without prejudice to the

foregoing clause, the tenderer shall be disentitled to submit a tender to NRDA for execution of any of the prescribed works during the next 12 (Twelve) months effective from the date of such recourse or variations of the terms and conditions of the tender.

- 3.5 If the tenderer has deposited the Earnest Money Deposit by a Bank Guarantee and he has been communicated the acceptance of his tender by NRDA and he fails or omits to furnish the initial Security Deposit within 15 (Fifteen) days in accordance with Condition no. 9 of the general conditions of contract, NRDA shall be entitled to encash the Bank Guarantee.
- 3.6 In case of the successful tenderer, on payment of the required amount of the initial Security Deposit, the Earnest Money Deposited in the form of Demand Draft/Bank Guarantee shall be refundable to the tenderer in the event of NRDA deciding the award of the contract.
- 3.7 The E.M.D. of the successful tenderer shall be forfeited/ cashed if:
- 3.7.1 After submitting the tender, the Contractor withdraws/ revokes his offer or modifies/ changes the same during the validity of the tender, or if after the acceptance of his tender, the Contractor fails or neglects to furnish the balance Initial Security Deposit within 15 (fifteen) days.
- 3.7.2 Fails to execute Contract Agreement within 15 (fifteen) days from the date of issue of Acceptance Letter.
- 3.7.3 Fails to commence the work within 15 (fifteen) days from the date of work order or handing over the site whichever is earlier.
- 3.8 The Tenderer may also be dis-qualified for tendering for further works in NRDA in such an event.

3.9 Visit to site by Tenderer

Tenderers are advised to visit the site sufficiently in advance of the date fixed for submission of tenders. The tenderers shall be deemed to have full knowledge of all the relevant documents, samples, site conditions, strata, availability of labour material, water and electricity etc. whether they inspect them or not.

4.0 Mandatory Eligibility Criteria:

Only the following Original Equipment Manufacturers (OEM) shall be eligible to apply for this Tender:

- A. CATERPILLAR – GMMCO
- B. CUMMINS – JACKSON
- C. EXCEL – MTU

The OEM shall meet following mandatory eligibility criteria:

- a. The OEM shall be in the field for similar rating products for last 5 years minimum.
- b. The OEM shall have average turnover of Rs. 400 Crs. for the last 3 years.
- c. The OEM shall have service set-up / service engineer / local office located at Raipur / Chhattisgarh State / Nagpur / Bhopal / Indore.
- d. Should the OEM wish to participate through Channel Partner; the said Channel Partner shall be associated with company for min. 2 years and shall have carried out similar transactions in the past in the same period.
- e. Should the OEM wish to quote through Channel Partner; the tender document (envelope no 1) shall be accompanied with authorisation letter (refer Annexure I) issued by OEM in the name of authorised channel partner. Additional letter (non-judicial stamp paper, where required) shall be submitted stating that all guarantees / warranties for the product supplied shall be of OEM until completion of the defect liability period and not of the channel partner. The tender submitted in this case shall be stamped and signed by OEM as well as Channel Partner.

5.0 Blank Tender Form

5.1 One set of Blank Tender Document comprising of the following:

- Volume – I Contract Conditions, Agreement, etc.
- Volume – II Technical Specifications & Drawings
- Volume – III Price Bid
- Addendum/ Corrigendum (if any)

shall be issued to the contractor. Any other information and/or clarifications can be had from the NRDA office during the office hours. Pre-tender meeting will be held as specified in the tendering programme. Attendance of this meeting is essential. The decision taken in this meeting and communicated in writing shall be binding on all tenderers irrespective of whether they have attended the meeting or not.

The minutes of the pretender meeting will form part of the tender and tenderer shall attach the same to the tender duly signed.

6.0 METHOD OF SUBMISSION OF TENDER

The complete tender in the manner specified in the forthcoming paragraph will be received in the office of

Chief Executive Officer, NRDA, Near Mantralaya Mahanadi Dwar, Raipur 492 001, Chhattisgarh.

As per the Tendering Programme the tender must be deposited personally with authorized representative of the Chief Executive Officer, NRDA, Near Mantralaya Mahanadi Dwar, Raipur 492 001, Chhattisgarh. Phone No (0771) 4066011, 4268643. Tenders received after the expiry of the specified time will either not be accepted or if inadvertently accepted, will not be opened.

6.1 The completed tender shall be submitted in two separate sealed envelopes, each envelope super scribed on the top as below:

"ENVELOPE NO. ____".

NAME OF WORK : SUPPLY, INSTALLATION, TESTING & COMMISSIONING
OF DIESEL GENERATOR, SECRETARIAT, CAPITOL
COMPLEX, NAYA RAIPUR, CHHATTISGARH

Tender No. : ____ /CEO/NRDA/ 2009-10

Both these Envelopes shall be put together in one common sealed envelope with the envelope super scribed as 'Tender for Supply, Installation, Testing & Commissioning of Diesel Generator, Secretariat, Capitol Complex, Naya Raipur, Chhattisgarh. Tender No. ____ /CEO/NRDA/2009-10'

Full Name and Address of the tenderer shall be written on the bottom left corner of each Envelope.

6.2 **ENVELOPE NO. 1**

The Envelope No. 1 shall contain the following Documents:

- a) Covering letter.
- b) List of all documents enclosed in the envelope.
- c) Volume-I Contract Conditions, Agreement, etc., Volume-II Technical Specifications & Drawings, Addendum/ Corrigendum, if any
- d) Receipt of Bank Guarantee (Original) towards Earnest Money Deposit.
- e) Copy of Service Tax Registration Certificate, with Government.
- f) Power of Attorney authorising the person to sign the tender document.
- h) N.A.
- i) All Proformas listed under Section II of Volume I of the Tender Document.
- j) Declaration for acquaintance of site and specification.
- k) Addendum/ Corrigendum (if any).
- l) Clarifications to the Pre-Bid queries, etc. issued by NRDA.
- m) Form of undertaking for completion of work.
- p) ISO Certificates
 - I. ISO 9001-2000 Quality Management System Standard
 - II. ISO 14001-2004 Environmental Management System Standard
 - III. OHSAS 18001-1999 Occupational Health & Safety Management System Standard
- p) All proformas listed under Section III of Volume I of the Tender Document.

- q) The latest brochure of the OEM

It should be noted that the Financial Offer shall not directly or indirectly be reflected anywhere in the Envelope No. 1

All the contents of this Envelope shall either be in original or copies attested by Notary / Magistrate except Bank Guarantee towards EMD which shall be submitted in original only.

ENVELOPE NO. 2

Envelope No.2 shall contain (unconditional) the following from the tender document:

- i) Volume – III Price Bid
- ii) Addendum/ Corrigendum, (if any).

6.3 Method of Opening Tender

The tenders received on date specified for submission and before the schedule time and will be opened as per the tendering programme in the office of the Chief Executive Officer, NRDA, Near Mantralaya Mahanadi Dwar, Raipur 492 001, Chhattisgarh by the Chief Executive Officer, NRDA.

The tenders will be opened in the presence of tenderers or their authorized representative who chose to remain present on the opening day at the Schedule time.

Envelope No. 1 (Technical Bid) of all the tenderers will be opened first to verify its contents. If any short fall is noticed in this, a note to that effect will be recorded by the tender opening authority on the tenders.

The decision of the Chief Executive Officer, NRDA, shall be final and binding on all parties.

This Envelope No.2 shall contain the firm priced unconditional offer.

The price bids of only the eligible and qualified agencies will be opened.

NRDA is not bound to give any reason for not considering such offers.

6.4 **Instructions to Tenderers**

6.4.1 Tender is also open to channel partners only selected by OEM. Only OEM shall be issued tender which shall be quoted by channel partners along with necessary letters as per clause 4.0 of this section.

6.4.2 N.A.

6.4.3 To shortlist for opening of Envelope No. 2 (Price Bid), tenderers shall provide satisfactory evidence of possessing resources to carry out the work of similar nature and complexity in past.

6.4.4 Each sheet shall be duly signed by the applicant or a person or persons duly authorized to sign on behalf of the tenderer. Such authorization shall be given by a written power of attorney accompanying the tender. The corrections, if any, shall be made by striking off and shall be initialled with date.

- 6.4.5 The language for submission of all documents shall be English. Failure to comply with provisions will make the tender incomplete and is liable to be rejected.
- 6.4.6 All documents submitted by the tenderer shall be treated as confidential and will not be returned.
- 6.4.7 The tenderer is requested to enclose latest copies of brochure and technical documents upto-date information about the firm.
- 6.4.8 If the tender is made by a Limited Company, it shall be signed by a duly authorized person holding power of attorney for signing the tender in which case, a certified copy of the power of attorney shall accompany the tender. Such limited company or corporation may be required to furnish satisfactory evidence of its existence before the tender is submitted.
- 6.4.9 The tenderers shall submit the tender which satisfies each and every condition laid down in this notice. Incomplete tenders are liable to be rejected.
- 6.4.10 For any clarification, the tenderer may contact Office of the Chief Executive Officer, NRDA, Near Mantralaya Mahanadi Dwar, Raipur 492 001, Chhattisgarh.
- 6.4.11 Failure to provide information which is essential to evaluate the tenderer's qualification or to provide timely clarification or substantiate the information supplied may result in disqualification of the tender.
- 6.4.12 Financial data, works / project cost should be given in Indian Rupees only.
- 6.4.13 NRDA reserves the right to:
- a) Reject or accept any or all tenders.
 - b) NRDA shall neither be liable for any such actions nor be under any obligation to inform the tenderers about them.
- 6.4.14 On receipt of blank tender form, the tenderer should ensure that corrections, etc. are properly incorporated in the tender.
- 6.4.15 Price-Bid should be written both in words and figures in the tender form at all the places and in case of discrepancy the rates in words will be considered as final.
- 6.4.16 No alterations and additions anywhere in the tender document are permitted. If any of these are found, the tender may be summarily rejected. The tenderer should get his doubts cleared during pre-tender meeting only.
- 6.4.17a **Taxes:** The rate quoted by the contractor shall be deemed to be inclusive of all vat, sales tax, toll, duties, royalties, cess, Service Tax, other levies including new taxes and increase in the present/ existing taxes levied by central, state Government, local bodies and authorities during the agreement and extended period.
- The contract will have to pay the above taxes provision for the performance of this contract.
- The contractor shall pay the contract sales tax and turnover tax etc. directly to the Government, where applicable. NRDA shall not take any responsibility for any kind of tax payment to the Government at any point of time.

No separate reimbursement would be entertained on account of the above.

The Government will perform such duties in regards to the deduction such taxes at sources as per applicable law.

- 6.4.17b Royalty for minor minerals shall be deducted from the each running/ final bill of the contractor, as fixed by the Collector, Raipur which shall be released after submitting NOC from Collector, Raipur to Chief Executive Officer, NRDA
- 6.4.18 In case of partnership firm, each partner of Power of Attorney holder shall sign the tender and the signatures shall be attested as witness by a reputed person in the space provided for the purpose.
- Power of Attorney of person signing the tender shall be enclosed with the tender in original. The power of attorney shall be signed by all partners. In case of Private Limited/ Public Limited companies, the Power of Attorney shall be supported by Board Resolutions and appropriate and adequate evidence in support of the same shall be given.
- 6.4.19 All pages and pasted slips should be signed by the tenderer.
- 6.4.20 The tenderer shall be deemed to have studied all the specifications, terms and made himself / themselves acquainted with the site conditions, rivers, Nallas/ Pond levels, access to the site and availability of labour, basic materials, water, electricity, etc. before submitting the tender. A declaration to this effect should be signed by the tenderer in the form attached to the tender. Correction in the amount (Price-Bid) entered in tender form, if any, should be attested by the Tenderer.
- 6.4.21 Any change that will be made in the Tender papers by the Competent Authority after issue of the tender will be intimated to the Tenderer in the form of Addendum/ Corrigendum for incorporating the same in the tender before submitting the tender.
- 6.4.22 The successful tenderer will be required to produce to the satisfaction of the Engineer in charge a valid and concurrent license issued in his favour under the provisions of contract labour license (Regulation and Abolition) 1970, before starting the work. On failure to do so, the acceptance of the tender is liable to be withdrawn and also the earnest money and initial security deposit absolutely forfeited.
- 6.4.23 Under Inter-State Migrant Workmen act and/or contract Labour Act, the contractor should obtain requisite licence/registration certificates under the Act while engaging the migrant labour from other State
- 6.4.24 Wherever the tender is silent about the specifications the work shall be executed as per the standard specifications from PWD Standard Specifications (Latest version) for relevant items.
- 6.4.25 Notice of tender and instructions to tenderers shall form part of the contract.

7.0 Acceptance of Tender

NRDA is not bound to accept the lowest or any tender. NRDA reserves the right to reject any or all tenders received, without assigning any reason whatsoever.

Signature of Tenderer

Chief Executive Officer, NRDA,
Near Mantralaya Mahanadi Dwar,
Raipur 492 001, Chhattisgarh.

Date :

Date :

* * * * *

SECTION – II**PROFORMAS**

(To be submitted in Envelope no.1, except Proforma 1 which shall be submitted prior to each Pre-bid Meeting)

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(All proformas should be submitted on the Company's letterhead unless otherwise specified)

PROFORMA – A**General Information**

1.	Name of the firm	
2.	Address of the Head Office/ Registered Office	
3.	Telephone :	Contact :
4.	Fax :	E-Mail :
5.	Place of incorporation/registration	Year of incorporation :

DETAILS OF THE OFFICE CLOSEST TO RAIPUR (Mandatory as per clause 4.0 – Section 1)

1.	Address of Office	
2.	Telephone :	Contact :
3.	Fax :	E-Mail :

DETAILS OF THE SERVICE CENTRE CLOSEST TO RAIPUR (Mandatory as per clause 4.0 – Section 1)

1.	Address of Office	
2.	Telephone :	Contact :
3.	Fax :	E-Mail :

Note :- To be completed by all owners or partnerships or individually owned firms.

Signature of Tenderer

Date:

* * * * *

PROFORMA – B**Organisation and Structure**

(In case of company give complete information in respect of each partner)

1. The legal status of the applicant (individual/ proprietary firm/ firm in partnership/ limited company or Corporation group of firm (attached the organization chart showing the structure of the organization, including the names of the Directors and officers)
2. Year of inception:
3. Number of years of experience of firm:
4.
 - a) No. of years the organization has been in the business of similar work under its present name.
 - b) The fields of operation when the organization was established.
 - c) New fields added after the incorporation.
 - d) Date of addition of the above new fields.
5. Fields of electrical engineering the firm is specialized.
6. ISO Certification or equivalent
 - a) ISO 9001-2000 Quality Management System Standard
 - b) ISO 14001-2004 Environmental Management System Standard
 - c) OHSAS 18001-1999 Occupational Health & Safety Management System Standard

(Documentary evidence to be enclosed)
7. Details of experience in manufacturing & installation of similar equipments.
8. Have you ever left the work awarded to you incomplete (other than cancellation of order by purchaser / non-payment issues)? (If so, give name of project and reasons for not completing work).
9. Any other information relevant to this project the applicant may like to add.

Signature of Tenderer

Date:

* * * * *

PROFORMA – C**General Experience Record**

All individual firms and all partners of company are requested to complete the information in this form. The information supplied should be the annual turnover of the applicant/ company, in terms of the amounts billed to clients for each year for work in progress or completed, in Indian rupees, at the rate of exchange, at the end of period reported.

Applications may enclose testimonials, certificates and publicity material with their applications. However, they will not be taken into account in the evaluation of qualification.

Table 1

Annual Turnover (All works)			
Year	2006-07	2007-08	2008-09
Turnover in Indian Rupees (in Crores)			
Multiplying factor for Annual Turnover	1.21	1.10	1.00
Total Turnover			

Average Annual Turnover during the last 3 years – Rs. _____ Crores

Note :-

- 1) All information/ statements submitted under the above tables shall consist of audited statements/ be accompanied with C.A.'s Certificates.
- 2) Annual Turnover shall exclude works done as PMC or Sub-let works.

Signature of Tenderer

Date:

* * * * *

PROFORMA – D

Details of Man Power Resources Available for Contract Execution

Sr. No.	Particulars	Company Personnel	Sub-Contractor Personnel	Additional information if any
1.	Project Manager (Elect.) with minimum 20 years experience			
2.	Resident Engineer (Elect) with minimum 10 years experience			
3.	Senior Engineer (Elect.) with 5 years Ex.			
4.	Engineer ()			
5.	Engineer ()			
6.	Engineer (Cabling)			
7.	Engineer (Civil Work)			

Signature of Tenderer

Date:

PROFORMA – E

Details of Turnkey Projects Completed in the Last 3 Years

Sr. No.	Project Description	Date of Commencement	Date of Completion	Completion Certificate enclosed
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				

Signature of Tenderer

Date:

PROFORMA – F

Details of Contract Executed in the Last 3 Years

Sr. No.	Name of Project	No. of projects executed in last 3 years		
		2006-07	2007-08	2008-09
1.	With Govt. of Chhattisgarh/ NRDA			
2.	With other Central Government			
3.	With other State Government			
4.	With PSU's			
5.	With others			
6.				
7.				

Signature of Tenderer

Date:

PROFORMA – G**Details of Turnkey Contracts in Hand**

Sr. No.	Description of Project	Client	Date of Starting	Probable Completion Date
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				

Signature of Tenderer

Date:

SECTION – III
PROFORMAS

(To be submitted in Envelope no.1)

CONTENTS

SR.NO.	PARTICULARS	PAGE NO.
1.	Agreement	2
2.	Bank Guarantee in lieu of EMD	5
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3.	Performance Guarantee for Project	11
4.	Indemnity Bond	13
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8.	Declaration and undertaking by the Contractor for Completion of work	21
9.	Declaration and Undertaking regarding pre-tender submission Site Visit	22

(All proformas should be submitted on the Company's letterhead unless otherwise specified)

PROFORMA OF AGREEMENT

(On Rs. 100/- (Rupees hundred only) Stamp Paper duly Notarised)

AGREEMENT FOR _____

_____ Article of Agreement made at _____ this _____ day of _____ between Naya Raipur Development Authority of Chhattisgarh incorporated under Nagar Tatha Gram Nivesh Adhiniyam – 1973 (No. 23, Year 1973), having its registered office near Mantralaya Mahanadi Dwar, Raipur 492 001, Chhattisgarh (herein after called 'NRDA' which expression shall unless it be repugnant to the subject or context on meaning thereof include its successors and assign or assigns) of the one part and M/s _____ whose registered office is situated at _____ (hereinafter called the 'OEM / channel partner' of the other part.

WHEREAS:

The NRDA being desirous of providing and executing certain works listed in the Notice Inviting Tender Notice, Instruction to Tenderers, General Conditions of Contract, Special Condition of Contract, Additional Special Condition of Contract, Specifications, Technical Reports, Bills of Quantities for Works, Drawings and other documents constituting the 'TENDER' and acceptance thereof, copy thereto annexed, all of which are designed to form part of this contract and are included in the term 'CONTRACT' wherever herein used.

AND WHEREAS:

The NRDA accepted the tender of the contractor for the provision and the execution of the said work at the item rates stated in Bills of quantities for works (hereinafter called the schedule of Rates upon the terms and subject to the conditions of contract).

AND WHEREAS:

The contractor has deposited with the NRDA the sum of Rs. _____ (Rupees _____ only) being the initial security deposit payable by him at the rate of 5 % (five percent) of contract sum to be retained until the expiry of the defects liability period for the due observance and performance of this contract. NOW THIS AGREEMENT WITNESS AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AND DECLARED AS FOLLOWS:

1. The documents which form part of the contract will be the tender notice, general tender notice, including corrigendum to tender notice, instructions to tenderer, general conditions of contract, Additions and Deletions to general Conditions of contract, technical specifications, drawings, Bills of quantities for work, special conditions of contract, particular specification and other documents constituting a 'Tender' and acceptance thereof. It is further agreed and the works order No. _____ dated _____ shall constitute the contract between the parties.
2. In consideration of the payments to be made to the OEM / channel partner for the work to be executed by him the contractor shall and will duly provide, execute and complete the said work on or before the dates mentioned in the time schedule of completion of work attached to the tender documents and shall maintain the same at his own cost for the defects liability period thereafter, perform all such acts and things in the contract mentioned or described or which are to be implied there from or may be reasonably necessary for the completion of the said works and at the times and the manner subject to the terms and conditions or stipulations mentioned in the contract.
3. In consideration of the due provision, execution and completion of the said work, the NRDA does hereby agree with the OEM / channel partner that the NRDA will pay to the contractor the respective amount for the supply, installation, testing & commissioning actually done by him at the rates quoted and such other sums as may become payable to the contractor under the provisions of the contract, such payment to be made at such time and in such manner as provided for in the agreement.
4. In consideration of the due provision, execution and completion of the said work contractor does hereby agree to pay to the NRDA the amount as may be due to NRDA for the service if any rendered by the NRDA to the contractor and such other sum or sums as may become payable to the NRDA towards loss, damage to the NRDA's equipment, materials, construction plant and machinery, including those hired to the contractor, if any as set forth in the said conditions of contract, such payments to be made at such time and in such manner as provided in the contract.
5. All disputes arising out of or in any way connected with this agreement shall be deemed to have arisen in Raipur and only the courts in Raipur shall have jurisdiction to determine the same.
6. The several parts of this contract have been read by/ to us and fully understood by us.

IN WITNESS WHEREAS THE PARTIES HAVE EXECUTED THESE PRESENT IN DUPLICATE THE DAY AND YEAR FIRST MENTIONED ABOVE.

SIGNED AND DELIVERED FOR AND ON BEHALF OF THE WITHIN NAMED NRDA, NAYA RAIPUR DEVELOPMENT AUTHORITY.

Signature _____

Designation _____

In the presence of witness

1. _____ Address _____

2. _____ Address _____

SIGNED AND DELIVERED FOR & ON BEHALF OF

Signature _____

In the presence of witness

1. _____ Address _____

2. _____ Address _____

* * * * *

PROFORMA OF BANK GUARANTEE FOR EMD

(Valid for minimum period of 6 (six) months)

(On Rs.100/- (Rupees hundred only) Stamp Paper from a Nationalised or Scheduled bank notified by RBI and operatable ----- (Bank Name and address in Raipur, Chhattisgarh only)

To,

Chief Executive Officer, NRDA

Near Mantralaya Mahanadi Dwar

Raipur 492 001, Chhattisgarh.

1. In consideration of Naya Raipur Development Authority of Chhattisgarh incorporated under Nagar Tatha Gram Nivesh Adhinyam – 1973 (No. 23, Year 1973), having its registered office near Mantralaya Mahanadi Dwar, Raipur 492 001, Chhattisgarh (herein after called 'NRDA' which expression shall unless it be repugnant to the subject or context on meaning thereof include its successors and assign or assigns) having invited tenders in connection with Contract No. _____ dated _____ for the execution of _____.

And in future consideration of the NRDA having consented to permit M/s. _____ (Name of the tenderer) (hereinafter called "the Tenderer" which expression shall unless it be repugnant on the context and meaning thereof include his heirs, executors, administrators and assign/ assigns) to deposit the Earnest Money Deposit of Rs. _____ (Rupees _____) in the form of an unconditional and irrevocable Bank Guarantee furnished by a Nationalised or Scheduled bank notified by RBI and operatable in Raipur, Chhattisgarh, in accordance with the conditions of the said notice inviting the tenders.)

We the Bank of _____, constituted and established under the banking Companies Act. Acquisition and Transfer undertaking Act 1970 a company incorporated under Companies Act 1956 and Nationalised/ Scheduled Bank, within the meaning of Reserve Bank Act 1934, Clause (e) of Section 2 having our Head office at _____ do and hereby guarantee, undertake and agree to pay the NRDA a sum of Rs. _____ (Rupees _____) in the event of the tenderer revoking his tender or; offer or vary or modify any conditions stipulated in, more particularly specified in para 3.4 of the tender notice inviting tenders;

Or further, in the event of the tender failing or omitting to deposit the Initial Security Deposit in accordance with Condition No. 9 of the General Conditions of Contract, Special Conditions of Contract and Additional Special Conditions of Contract.

2. We, Bank of _____ further agree that the NRDA shall be sole judge of and as to whether the Tenderer has committed any breach or breaches of any of the terms and conditions of the said Tender 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 NRDA on account thereof and the decision of the Chief Executive Officer, NRDA that the Tenderer has committed such breach or breaches and as to the amount or amounts of losses, damage, costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the NRDA 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 the said tender shall be made valid for acceptance by the NRDA and till all the dues of the NRDA under the said Tender or by virtue of any of the terms and conditions governing the said Tender have been fully paid and it's claims satisfied or discharged and till Chief Executive Officer, NRDA certifies that the terms and conditions of the said Tender have been fully and properly carried out by the Tenderer and accordingly discharges this guarantee subject, however, that the NRDA shall have no claim under this Guarantee after completion of the work or from the date of cancellation of the said contract, as the case may be, unless a notice of the claim under this Guarantee has been served on the Bank before the expiry of the said period of 6 (six) months from the date of receipt of tender i.e. in which case the same shall be enforceable against the Bank notwithstanding the fact that the same is enforced after the expiry of the said period of 6 (six) month from the date of receipt of tender i.e. _____.
4. The Chief Executive Officer, NRDA shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee of Indemnity, from time to time to vary any of the terms and conditions of the said Tender or to extend time for performance by the contractor or to postpone for any time and from time to time any of the power exercisable by it against the tenderer and either to enforce or forbear from enforcing any of the terms and conditions governing the said Tender or securities available to the NRDA and the said Bank shall not be relieved from its liability under these presents by an exercise by the NRDA of the liberty with reference to the matters aforesaid or by reason of time being given to the Tenderer or any other forbearance act or omission on the part of the NRDA or by indulgence by the NRDA to the Tenderer or of any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of so releasing the Bank from its such liability.
5. It shall not be necessary for the NRDA to proceed against the Tenderer before proceeding against the Bank and the Guarantee herein contained shall be enforceable against the Bank, notwithstanding any security which the NRDA may have obtained or obtain from the Tenderer shall at the time when proceedings are taken against the Bank hereunder be outstanding or unrealized.

6. We, the said Bank lastly undertake not to revoke this Guarantee during the currency except with the previous consent of the NRDA in writing and agree that any change in the constitution of the Tenderer or the said Bank shall not discharge liability hereunder.
7. Our liability under this Bond is restricted to Rs. _____ and it will remain till the _____. Unless a claim under this guarantee is made within 6 (six) months from _____ before that date all your rights under the said Guarantee shall be forfeited and we shall be relieved and discharged from all liability thereunder.

Dated this _____ the day of _____

For and on behalf of the Bank
the above Guarantee is accepted by

Date: _____

For
(Name and designation)

* * * * *

**FORM OF BANK GUARANTEE IN LIEU OF SECURITY DEPOSIT
IN INDIVIDUAL CONTRACTS**

(On Rs.100/- (Rupees hundred only) Stamp Paper from a Nationalised or Scheduled bank notified by RBI and operatable ----- (Bank Name and address in Raipur, Chhattisgarh only)

To

Chief Executive Officer, NRDA

Near Mantralaya Mahanadi Dwar

Raipur 492 001, Chhattisgarh

1. In consideration of the Naya Raipur Development Authority of Chhattisgarh incorporated under Nagar Tatha Gram Nivesh Adhinyam – 1973 (No. 23, Year 1973), having its registered office near Mantralaya Mahanadi Dwar, Raipur 492 001, Chhattisgarh (hereinafter called "NRDA" which expression shall unless repugnant to the subject or context include its successor and assigns) having agreed under the terms and conditions of Contract No. _____ dated _____ made between _____ (hereinafter called "the OEM / channel partner " which expression shall unless repugnant to the subject or context include his heirs, executors administrators and assigns/its successors and assigns) and the NRDA in connection with _____ (hereinafter called "the Said Contract") to accept a Deed of Guarantee as herein provided for Rs. _____ from a Nationalised or Scheduled bank notified by RBI and operatable in Raipur, Chhattisgarh in lieu of the initial security deposit to be paid by the OEM / channel partner for the due fulfillment by the OEM / channel partner of the terms and conditions contained in the said Contract, We the Bank _____ constituted and established under the Banking Companies Acquisition and Transfer of Undertaking Act 1970 (hereinafter referred to as "the said Bank") and having our Head Office at _____ at the request of _____ (OEM / channel partner do hereby undertake to pay to the NRDA an amount not exceeding Rs. _____ against any loss or damage caused to or suffered or would be caused to or suffered by the NRDA by reason of breach or breaches by the said OEM / channel partner of any of the terms and conditions contained in the said agreement, and to unconditionally pay the amount claimed by the NRDA on demand and without demur to the extent expressed.

2. We _____ (indicate the name of Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the NRDA stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the NRDA by reason of breach by the said OEM / channel partner of any of the terms or conditions contained in the said Agreement or by reason of the OEM's / channel partner's failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____.
3. "We _____ (name of Bank) further agree that the Chief Executive Officer, NRDA shall be the sole judge of and as to whether the 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 NRDA on account thereof and the decision of the Chief Executive Officer, NRDA that the OEM/ channel partner has committed such breach or breaches and as to the amount or amounts of loss, damage, costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the NRDA from time to time shall be final and binding on us'.
4. We undertake to pay to the Chief Executive Officer, NRDA any money so demanded notwithstanding any dispute or disputes raised by the OEM/ channel partner in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this present being absolute and unequivocal.
The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the OEM/ channel partner shall have no claim against us for making such payment.
5. We, _____ (indicate the name of 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 Agreement and that it shall continue to be enforceable till all the dues of the NRDA under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the Chief Executive Officer, NRDA certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said OEM / channel partner and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the _____ we shall be discharged from all liability under this guarantee thereafter.
6. We _____ (indicate the name of the Bank) further agree with the Chief Executive Officer, NRDA shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and condition of the said Agreement or to extend time of performance by the said OEM / channel

partner from time to time or to postpone for any time or from time to time any of the powers exercisable by the NRDA against the said OEM / channel partner and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said OEM / channel partner or for any forbearance, act or commission on the part of the NRDA or any indulgence by the NRDA to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provisions have effect of so relieving us.

7. This guarantee will not be discharged due to the change in the constitution of the Bank or the OEM / channel partner .
8. We, _____ (indicate the name of Bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the NRDA in writing.
9. This guarantee is valid till _____ unless a suitable action to enforce the claim under this guarantee is made within 6 (six) months from _____ all your rights under this guarantee shall be forfeited and we shall be relieved and discharged from all liabilities thereunder.

Dated this _____ day of _____ 2009 for
and on behalf of the Bank

The above Guarantee is accepted by the NRDA.
For and on behalf of the NRDA

Dated _____

(Name and Designation)

* * * * *

PERFORMANCE GUARANTEE OF THE PROJECT

(On Rs.100/- (Rupees hundred only) Stamp Paper from a Nationalised or Scheduled bank notified by RBI and operatable ----- (Bank Name and address in Raipur, Chhattisgarh only)

In consideration of Naya Raipur Development Authority of Chhattisgarh incorporated under Nagar Tatha Gram Nivesh Adhiniyam – 1973 (No. 23, Year 1973), having its registered office near Mantralaya Mahanadi Dwar, Raipur 492 001, Chhattisgarh (hereinafter referred to as the 'NRDA', which expression shall unless it be repugnant to the context or meaning awarded to M/s. _____ a partnership/ proprietorship/ Pvt. Ltd./ Ltd. firm carrying in such name and style the business of manufacturing, supplying & installing equipments specified in this tender (hereinafter referred to as the 'OEM / channel partner' which expression shall, unless it be repugnant to the context or meaning thereof, include its partners or partner/ proprietor for the time being or its surviving partner or his heirs and executors) for the execution of the aforesaid works at the Secretariat, Capitol Complex, Naya Raipur, Chhattisgarh at an estimated cost of Rs. _____ crores and in compliance with the terms and conditions of the said contract.

We, M/s _____, being the contractor do hereby furnish guarantee of the performance of the entire project for the purpose for which it has been constructed. We further guarantee the performance of the equipments, all types of services, etc. as per Annexure – A of Section - IV after the certified completion of the Project by NRDA.

It is hereby agreed and declared that the GM (PW) of the NRDA or any officer acting as such GM (PW) of the NRDA shall be the Competent Authority to decide upon the question as to the defects in the execution of the aforesaid works and the remedy to be applied by the contractor for their rectification at their cost and the decision of GM (PW) shall be final, conclusive and binding upon both the NRDA and the Contractor.

We hereby agree and undertake irrevocably and unconditionally to carry out duly each and every decision, order, direction or instruction as may be issued by the said GM (PW) or as the case may be, the officer of the NRDA in this behalf and to rectify properly and promptly the defect found by him at Contractors cost and expenses irrespective of the fact that, NRDA and/or Project Manager have checked, supervised and approved the work. In the event of failure of OEM / channel partner to carry out the repairs and rectifications as per the decision of GM (PW), the NRDA will be at liberty to carryout the repairs and rectification works at the risk and cost of the contractor.

FOR AND ON BEHALF OF M/s. _____

RAIPUR

Date _____

SEAL

Notary Chhattisgarh State

BEFORE ME

Noted and Registered at Serial Number _____

Accepted By

For and on Behalf of
Chief Executive Officer, NRDA,
Near Mantralaya Mahanadi Dwar,
Raipur 492 001, Chhattisgarh.

* * * * *

INDEMNITY BOND

(On Rs.100/- (Rupees hundred only) Stamp Paper from a Nationalised or Scheduled bank notified by RBI and operatable ----- (Bank Name and address in Raipur, Chhattisgarh only)

In consideration of Naya Raipur Development Authority of Chhattisgarh incorporated under Nagar Tatha Gram Nivesh Adhinyam – 1973 (No. 23, Year 1973), having its registered office near Mantralaya Mahanadi Dwar, Raipur 492 001, Chhattisgarh (hereinafter referred to as 'the NRDA', which expression shall unless it be repugnant to the context or meaning awarded to M/s. _____ a partnership/ proprietorship/ Pvt. Ltd./ Ltd. firm carrying in such name and style the business of manufacturing, supplying & installing equipments specified in this tender (hereinafter referred to as OEM / channel partner' which expression shall, unless it be repugnant to the context or meaning thereof, include its partners or partner/ proprietor for the time being or its surviving partner or his heirs and executors) for the execution of the aforesaid works at the Secretariat, Capitol Complex, Naya Raipur, Chattisgarh at an estimated cost of Rs. _____ crores and in compliance with the terms and conditions of the said contract.

We, M/s _____, being the contractor do hereby agree and undertake and indemnify and save harmless the NRDA in consequence of the manufacturing defect, latent manufacturing defect and construction defect found in the executed works of supply, installation, testing & commissioning for Diesel Generator at the Secretariat, Capitol Complex, Naya Raipur at any time in a period of 3 years commencing with the grant of date of supply/completion certificate by the NRDA to the OEM / channel partner in accordance with and subject to the provision of the said contract.

It is hereby agreed and declared that the GM (PW) of the NRDA or any officer acting as such GM (PW) of the NRDA shall be the Competent Authority to decide upon the question as to the defects in the execution of the aforesaid works and the remedy to be applied by the OEM / channel partner for their rectification at their cost and his decision shall be final, conclusive and binding upon both the NRDA and the OEM / channel partner, provided that the GM (PW) shall so decide after giving an opportunity to the OEM / channel partner to represent his case.

We hereby agree and undertake irrevocably and unconditionally to carry out duly each and every decision, order, direction or instruction as may be issued by the said GM (PW) or as the case may be, the officer of the NRDA in this behalf and to rectify properly and promptly the defect found by him irrespective of the fact that, NRDA and/or Project Manager have checked, supervised and approved the work.

In the event of failure of OEM / channel partner to carry out the repair and rectifications as per the decision of GM (PW), the NRDA will be at liberty to carry out the repair and rectification works at the risk and cost of the Contractor.

FOR AND ON BEHALF OF M/s. _____
RAIPUR

Date _____

SEAL

Notary Chhattisgarh State BEFORE ME

Noted and Registered at Serial Number _____

Accepted By

For and on Behalf of
Chief Executive Officer, NRDA,
Near Mantralaya Mahanadi Dwar,
Raipur 492 001, Chhattisgarh.

* * * * *

INDENTURE BOND

(On Rs.100/- (Rupees hundred only) Stamp Paper from a Nationalised or Scheduled bank notified by RBI and operatable ----- (Bank Name and address in Raipur, Chhattisgarh only)

To,

Chief Executive Officer, NRDA
Near Mantralaya Mahanadi Dwar
Raipur 492 001, Chhattisgarh

THIS INDENTURE made on the _____ day of _____. _____
_____ between M/s _____
(hereinafter called the OEM / channel partner which expression shall where the context as admits or implies be deemed to include his heirs, executors, administrators and assigns) of the One Part and Naya Raipur Development Authority of Chhattisgarh incorporated under Nagar Tatha Gram Nivesh Adhinyam – 1973 (No. 23, Year 1973), having its registered office near Mantralaya Mahanadi Dwar, Raipur 492 001, Chhattisgarh (hereinafter called the NRDA, which expression shall where the context so admits or implies be deemed to include its successors and assigns) of the Other Part.

WHEREAS

1. The OEM / channel partner have entered into a contract dated _____ with the NRDA for the supply, installation, testing & commissioning of "Diesel Generator, Secretariat, Capitol Complex, Naya Raipur, Chhattisgarh." on conditions set out therein.
2. The OEM / channel partner have applied to the NRDA that he be allowed advance on the security of materials absolutely belonging to him and brought by them to the site of the work for use in the construction of such of the works as he had undertaken to execute at stipulated rates and aforesaid nature. The quantities and other particulars of the materials on the security of which the advance or advances are made being detailed in Part-II of the Running Account Bill for the said works.

NOW THIS INDENTURE WITNESSTH :

That in pursuance of the said contract and in consideration of the sum of Rs. _____/- (Rupees _____ only) paid on or before the execution of these presents to the OEM / channel partner both hereby acknowledge) and of such further advance (if any) as may be made to him as aforesaid the OEM / channel partner both hereby covenant and agree with NRDA and declare as follows :-

1. That the said sum of Rs. _____/- (Rupees _____ only) advanced by NRDA to the OEM / channel partner aforesaid and all or any further sum or sums advanced as aforesaid shall be employed by the OEM / channel partner in or towards expenditure the execution of the said works and for no other purpose whatsoever.
2. That the materials detailed in the said Running Account Bill which have been offered to and accepted by the NRDA as security are absolutely the OEM / channel partner own property and free from encumbrances of any kind and the OEM / channel partner shall not make any application for or receive a further advance from the NRDA on the security of materials which are not absolutely his own property and free from encumbrances of any kind and the contractor indemnifies the NRDA against all claims to any materials in respect of which an advance has been made to him as aforesaid.
3. That the materials detailed in the said Running Account bill and all other materials on the security of which any further advance or advances may hereinafter be made as aforesaid (hereinafter called the said 'materials') shall be used by the contractor solely in the execution of the said works in accordance with the directions of the Manager of NRDA/ Engineer and the terms of the said contract.
4. That the contractor shall make at their own cost all necessary and adequate arrangement for the proper watch, safe, custody and protection against all risks of the said materials and that until used in construction as aforesaid the said materials shall remain at the site of the said works in the contractor's custody and on their own responsibility and shall at all time be open to inspection by the Manager or any officer authorised by him/ Engineer. In the event of the said materials or any part thereof being stolen, destroyed or damaged, the contractor shall forthwith replace or repair the same as required by the Manager of NRDA/ Engineer.

5. That the said materials shall not on any account be removed from the site of works except with the written permission of the Engineer or an officer authorised by him in that behalf.
6. That the advance shall be repayable in full when or before the contractor received payment from the NRDA of the price payable to him for the said works under the contract provided that if any intermediate payments are made to the contractor on account of work done then on the occasion of each such payment the NRDA will be at liberty to make a recovery from the contractor's bill for such payment by deducting there from the value of the said materials then actually used in the construction and in respect of which recoveries has not been made previously the value for this purpose being determined in respect of each description of materials at the rate of which the accounts of the advance made under these presents were calculated.
7. That if the contractor shall at any time make any default in the performance or observance in any respect of any of the terms and provision of the said contract or of these presents, the total amounts of the advance or advances that may still be owing in the NRDA shall be immediately on happening of such default be repayable by the contractor to the NRDA together with interest thereon at 12 % (twelve percent) per annum from the date of repayment and with all costs, charges, damages and expenses incurred by the NRDA in or for the recovery thereof on the enforcement of this security or otherwise by reason of the default of the contractor and the contractors hereby covenants and agree with the NRDA to repay and pay the same respectively to the NRDA accordingly.
8. That the OEM / channel partner hereby hypothecates all the said materials with the repayment to the NRDA of the said sum of Rs. _____ (Rupees _____ only) and any further sum or sums advanced as aforesaid and all costs, charges, damages, and expenses payable under these presents PROVIDED ALWAYS and it is hereby agreed and declared that notwithstanding anything in the said Agreement and without prejudice to the powers contained therein if and whenever the convenient for payment or repayment herein before contained shall become enforceable and the money owing shall become enforceable and the money owing shall not be paid in accordance herewith the NRDA may at any time thereafter adopt all or any of the following courses as it may deem fit.
 - a) Seize and utilize the said materials or any part thereof in the completion of the said works on behalf of the contractor in accordance debiting the contractor with the actual cost of the effecting such completion and the amount due in respect of advance under these presents and crediting the contractor with the value of work done as if he had carried it out in accordance with the

said contract and the rates hereby provided. If the balance is against the contractor he is to pay same to the NRDA on demand.

- b) Remove and sell by public auction the seized materials on any parts thereof and out of the moneys arising from the sale retain all the sums aforesaid repayable to the NRDA under these presents and pay over the surplus (if any) to the contractor.
- c) Deduct all or any part of the money owing out of the security deposit or any sum due to the contractor under the said contract.
- d) Recovery through Revenue Recovery Certificate (RRC) issued by NRDA to respective collector of the District.

9. That except in the event of such default on the part of the contractor as aforesaid interest on the said advance shall be payable.

10. The contractor shall execute a promissory note for the sum of Rs. _____/- (Rupees _____ only) in favour of the CEO, NRDA to provide a collateral security for the payment of the advance made or to be made to the contractor.

IN WITNESS WHEREOF THE SAID M/s _____ AND NAYA RAIPUR DEVELOPMENT AUTHORITY. HAVE HEREUNTO SET THEIR RESPECTIVE HANDS THE DAY AND YEAR FIRST ABOVE WRITTEN ;

SIGNED SEALED AND DELIVERED BY THE
SAID CONTRACTOR IN THE PRESENCE OF:

1. _____

2. _____

SIGNED SEALED AND DELIVERED BY THE ENGINEER
WITHIN NAMED NAYA RAIPUR DEVELOPMENT AUTHORITY
BY THE HAND OF SHRI
NRDA IN THE PRESENCE OF:

1. _____

2. _____

PROMISSORY NOTE

(On Rs.100/- (Rupees hundred only) Stamp Paper from a Nationalised or Scheduled bank notified by RBI and operatable ----- (Bank Name and address in Raipur, Chhattisgarh only)

In terms of para 10 of indenture bond I/ we promise to pay a sum of Rs._____/-(Rupees _____ only) as a collateral security for Contract Agreement # _____ for the work of "Diesel Generator, Secretariat, Capitol Complex, Naya Raipur, Chhattisgarh".

Signature _____

for _____

* * * * *

PROFORMA AGREEING TO GENERAL CONDITIONS OF CONTRACT

It is hereby agreed that the General Conditions of Contract comprising conditions Nos. 1 to 83 and Annexure 'A', 'B' & 'C' along with Section V and VI of Volume – I along with latest amendments forms part of this contract and I/ we agree to abide by the conditions therein.

I/ We have read and understood the said General Conditions of Contract and my/ our signature(s) hereunder amounts to my/ our having signed the above referred General Conditions of Contract and Annexure 'A', 'B' & 'C' as forming part of this contract.

This is to confirm that I have read all the General Conditions of the Contract and understood the same.

Signature of Tenderer

For

General Manager (PW), NRDA

Date:

Date:

* * * * *

FORM – IV**(Declaration and Undertaking by the Contractor for completion of work)****Time Schedule for Completion of work/ works**

I / We hereby declare and give undertaking that, the work covered under Volume I to Volume III including Addendum/ Corrigendum (if any) of the Contract Document shall be completed in all respect including monsoon within the time limit of 4 (four) months from the date of issue of the Work Order.

Signature of Tenderer

Date:

* * * * *

FORM - V**(Declaration and Undertaking regarding site visit before submission of tender)**

I/ We hereby declare that I/ We have studied all the specifications, terms and made myself/ ourselves acquainted with site conditions, rivers, nallas/ ponds, surrounding level, access to the site and availability of labour, basic material, water, electricity, etc. and all other existing circumstances relevant to the performance of this contract before submitting the tender.

Signature of Tenderer

Date:

* * * * *

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GENERAL CONDITIONS OF CONTRACT
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PART – I
PROJECT INFORMATION

Purchaser/ Client:	Chief Executive Officer Naya Raipur Development Authority (NRDA) Near Mantralaya Mahanadi Dwar, Raipur 492 001, Chhattisgarh Tel: (0771) 4066011, Fax: (0771) 4066188, E-mail: ceo@nayaraipur.com
Project:	Supply, Installation, Testing & Commissioning of Diesel Generator, Secretariat, Capitol Complex, Naya Raipur.
Architect:	UCJ architecture & environment 408, Regent Chambers 208, Nariman Point, Mumbai 400 021. India Phone: +91 22 4002 0658 / 2284 0284 Fax: +91 22 4002 1658 E-mail: ucjain@ucjain.com
Electrical Consultant:	Trans Energy Electrical Consultants 713-714, Shiromani Complex Opp. Ocean Park Nehrunagar Ahmedabad 380 015 India Phone: +91 79 30028118 / 30028117. E-mail: shashinshah@transenergy.co.in
Project Management Consultant (PMC):	Hospitech Management Consultants Pvt. Ltd., Ravi Nagar, Near Collectorate, Raipur Chhattisgarh E-mail: hospitech.nrda@gmail.com

PART – II
INTERPRETATIONS AND DEFINITIONS

1.0 Singular and Plural :

Where the context so requires, words importing the singular shall also mean the plural and vice versa.

2.0 Headings and Marginal notes to conditions :

Headings and Marginal notes to these general conditions shall not be deemed to form thereof or be taken into consideration in the interpretation or construction thereof of the contract.

3.0 Gender :

Words importing the masculine gender shall also include the feminine gender.

4.0 Definitions :

4.1 The **'Project'** shall mean supply, installation, testing & commissioning of Diesel Generator and related works at the Secretariat, Capitol Complex, Naya Raipur.

4.2 The **'Purchaser/ Client'** shall mean the Chief Executive Officer of the Naya Raipur Development Authority, Raipur

4.3 The **'Architect'** shall mean UCJ architecture & environment, Mumbai.

4.4 The **'Associate Electrical Consultant'** shall mean Transenergy Electrical Consultants, Ahmedabad.

4.5 The **'Project Management Consultant'** shall mean Hospitech Management Consultants Pvt. Ltd., Raipur

4.6 The **'Chief Executive Officer'** shall mean the Chief Executive Officer of the Naya Raipur Development Authority, Raipur for the time being holding that office and also his successors and shall include any officer authorized by him.

4.2 The **'Contract'** shall mean the notice inviting the tender, the tender and acceptance thereof and the formal agreement, if any, executed between the Chief Executive Officer, NRDA and the Contractor together with the documents referred to therein including these conditions and appendices, and any special conditions, the specifications, designs, drawings, price schedules, bill of quantities and schedule of rates. All these documents taken together shall be deemed to form one contract and shall be complementary to one another.

4.3 The **'OEM / channel partner /Contractor'** shall mean the individual or a firm or company, registered under the relevant Act, undertaking the works and shall include legal representatives of such individual or persons comprising such firm or

company or successors of such firm or company, as the case may be and permitted assigns of such individual or firm or company.

- 4.4 The '**Contract Sum**' shall mean:-
In the case of item rate contract the cost of the works arrived at after multiplication of the quantities shown in schedule of items/ quantities by the item rates quoted by the tenderer for the various items.
- 4.5 The '**Executive Engineer (EE)**' shall mean the Executive Engineer of the NRDA or any other officer notified as such to the contractor from time to time by the Chief Executive Officer.
- 4.6 The '**Engineer**' is the consultant appointed by NRDA or the person nominated or appointed by NRDA from time to time and shall include any person duly authorised by them to act as Engineer for the purposes of the contract.
- 4.7 The '**Engineer's representative**' shall be the team leader assigned to the contract, by the consultant, with the approval of NRDA and with written notice to the contractor.
- 4.8 The '**Chief Engineer (CE), NRDA**' or '**General Manager, Public Works (GM (PW))**' means the officer, so designated in the NRDA or any other officer who is for the time being entrusted with his functions, duties and powers by the Chief Executive Officer, NRDA and notified to the contractor.
- 4.9 The '**Inspecting Officers**' shall mean the Chief Engineer, NRDA or any other officer or officers for the time being exercising their functions, duties and powers.
- 4.10 '**Excepted risks**' are risks due to riots (otherwise than among contractor's employees) and civil commotion (in so far as both these are uninsurable), war (whether declared or not), invasion, act of foreign enemies, hostilities, civil war, rebellion, revolution, insurrection, military or usurped power, any act 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 Chief Executive Officer, NRDA or causes solely due to use or occupation by the NRDA of the works in respect of which a certificate of completion has been issued or a cause solely due to NRDA's faulty design of works.
- 4.11 The '**NRDA**' shall mean the Naya Raipur Development Authority, Raipur constituted under Chhattisgarh Nagar Tatha Gram Nivesh Adhiniyam – 1973 (No. 23, Year 1973).
- 4.12 The '**Annexures**' referred to in these conditions shall mean the relevant annexure referred and appended to the tender papers issued by the NRDA.
- 4.13 The '**Site**' shall mean the land 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 NRDA or used for the purposes of contract.
- 4.14 '**Urgent works**' shall mean any urgent measures which in the opinion of the **Engineer** become necessary during the progress of the work to prevent any risk of accident or failure or which become necessary for security.

- 4.15 The **'works'** shall mean the works to be executed in accordance with the contract and shall include all extra or additional, altered or substituted works as required for performance of the contract.
- 4.16 **'Erection'** shall mean installation of **Equipment** covered under this specification, under supervision of OEM / channel partner as per approved drawings in coordination with NRDA project team.
- 4.17 **Mechanical Completion:** The Plant/ unit/ system is considered mechanically complete when all the construction work is completed in accordance with the drawings, specifications, instructions, codes & regulations all equipments and machines erected and aligned, all Electrical & Instruments installed and pipelines hooked-up.

When plant/ unit/ system is declared mechanically complete, it will mean that w.r.t. that particular plant/unit/system:

- a) All the mechanical erection work is completed and a preliminary check is made in accordance with all engineering drawings.
- b) Supplied Equipments are firmly grouted.
- c) All permanent gaskets are installed unless specified otherwise.
- d) Initial charge of lubricants is filled, as required.
- e) All electrical fittings and connections are installed, completed and tested.
- f) All instruments are installed; calibrations and loop checking are completed.
- g) No load trial run of all electrical motors in decoupled condition.
- h) All painting and thermal insulation work is completed.

After Mechanical completion is declared by Contractor, NRDA & PMC will prepare a checklist, check list to be attended by respective Contractors for Pre-Commissioning.

- 4.18 **'Start up'** shall mean start of the **Commissioning**, which shall occur after completion of **Erection**.
- 4.19 **Pre-Commissioning:** The state when the plant/ unit/ system have been erected in accordance with the drawings, specifications, instructions and applicable codes and regulations; all other specific contractual construction activities are completed with respect to the plant/ unit/ system including compliance of check list and all the relevant technical documents are handed over to NRDA. Pretests/ Dry tests for the installed units are completed and certified by the OEM/channel partner.

The Plant/ Unit/ system is considered ready for pre-commissioning when all the construction activities (including but not limited to the activities mentioned under "mechanical completion") are completed, all the check list points are attended and all the relevant technical documents like alignment record/ test reports/ fabrication drawings etc. are handed over to the NRDA.

However, with prior agreement with NRDA, construction may continue completion of check list points including residual area grading, paving, clean up, removal of temporary construction facilities, painting, insulation and correction of

miscellaneous errors or omissions etc. that do not interfere with pre-commissioning activities.

Pre-commissioning activities are operational activities performed in order to make the plant/ unit/ system ready for commissioning.

- 4.20 **'Commissioning'** shall mean putting the total Erected equipment supplied and erected as per the specifications has been put at full operating load and all the performance parameters has been established and the system has been operating satisfactorily at least for 60 days.
- 4.21 **Equipment** shall mean all equipment & their ancillaries and package units of the **Project & Plant**.

PART – III**SCOPE AND PERFORMANCE****5.0 Contract Documents:**

- 5.1 The Contractor shall execute contract agreement, within a period of 15 (fifteen) days counted from the issue of the letter of acceptance from the NRDA, in a formal agreement on a stamp paper in the form, more particularly provided in the tender documents.
- 5.2 The Contractor shall be furnished with, free of charge, three certified true copies of the contract documents and all further drawings which may be issued during the progress of the work. He shall, keep one of these documents on site in good order and the same shall at all reasonable time be available for inspection and use by the Engineer, Chief Engineer/ Executive Engineer, NRDA, his representative or his inspecting officer.
- 5.3 None of these documents shall be used by the Contractor for any purpose other than that of this contract.

6.0 Official Secrecy:

The contractors shall comply and take necessary steps to ensure that all persons employed on any work in connection with this contract comply with the provisions of the Indian Official Secrets Act 1923 (XIX of 1923) and shall continue so to apply even after execution of such work under the contract.

7.0 Works to be carried out:

The work to be carried out under the contract shall, except as otherwise provided in these conditions, include all labour, material, 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 description given in the schedule of works/ items/ quantities, and the Bills 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.

8.0 Notices to Local Bodies:

The Contractor shall comply with and give all notices required under any Governmental authority, instrument; rule or order made under any Act of Parliament, State laws or any regulation or Bye-laws of any local authority or Public utility concern relating to works. He shall before making any variation from the Contract drawings necessitated by such compliance give to the CE, NRDA a notice giving reasons for the proposed variations and obtain CE, NRDA instructions thereon.

- 8.1 The contractor shall pay and indemnify the NRDA against any liability in respect

of any fees or charges payable under any Act of Parliament, State Laws or any Governmental instrument, rule or order any regulations or Bye-laws of any local authority or public utility concern in respect of the works.

9.0 Security Deposit:

On acceptance of tender, the tenderer shall deposit as security an amount equal to 5% of the tendered value of work (to be retained until the expiry of the defect liability period) as detailed in the special conditions of the contract which shall be deposited in the form of Bank Guarantee or in the form of Demand Draft within 15 days of acceptance of tender.

10.0 Inspection of Site and Sufficiency of Tender:

- a) 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 sub-soil (so far as is practicable), the form and nature of the site, the quantities and nature of the work and materials necessary for the completion of the works and means of access to the site, the accommodation he may require and in general, shall himself obtain all necessary information as to risk, contingencies and other circumstances which may influence or affect his tender.
- b) 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 work/ items/ quantities or in Bill 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 proper completion and maintenance of the works
- c) No extra charges consequent on any misunderstanding or otherwise shall be allowed.
- d) If the NRDA shall not deliver to the contractor the site of the contract work for any reason whatsoever at the agreed time, delaying the commencement of the contract work or part thereof not beyond 50 % (fifty percent) of the contracted period for completion such omission of the NRDA shall not be a breach of any of its obligations under the contract and the contractor shall not be entitled to claim from the NRDA compensation for loss or damage, if any, caused thereby, but shall be entitled to a rateable extension of the period agreed for the completion of the contract work. If the contractor shall claim to have been obstructed in the execution of the contract work by any act of lawlessness on the part of any person other than an agent or servant of the NRDA, the contractor shall exclusively deal with such act by the due process of law but shall not be entitled to attribute thereby the breach of any obligation under the contract to the NRDA and to claim from the NRDA compensation for damage or loss, if any thereby suffered, but shall only be entitled to an appropriate extension of period agreed for the completion of the contract work. Provided that the contractor has reported to the local police authorities and the NRDA, every such act of Obstruction with particulars soon after its occurrence and the NRDA has, after enquiry, found the same to be substantially true and has determined the duration of such obstruction.

11.0 Not Applicable

12.0 Contractor's office near works:

The contractor shall have an office near the works at which notice from the Inspecting Officers or the Engineer may be served, and shall between the hours of sunrise and sunset on all working days have a clerk or some other authorised person always present at such office, upon whom such notices may be served/ and service of any notices left with such clerk or other authorised person or at such office shall be deemed good service upon the contractor.

13.0 Instructions and notices:

Subject as otherwise provided in this contract all notices to be given on behalf of the NRDA and all other actions to be taken on its behalf may be given or taken by the Engineer or any officer for the time being entrusted with the functions, duties and power of the Engineer.

- 13.1 All instructions, notices and communications, etc., under the contract shall be given in writing and if sent by registered post shall be deemed to have been served on the date when in the ordinary course of post these would have been served on or delivered to him.
- 13.2 The contractor or his authorized representative 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 may consider necessary. Orders given to the contractor's authorized representative shall be considered to have the same force as if they had been given to the contractor himself.
- 13.3 The Engineer shall communicate or confirm his instructions to the contractor in respect of the execution of work in a 'WORKS SITE ORDER BOOK' maintained in the office of the Engineer 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 a certified true copy of such instruction(s) shall be given.
- 13.4 If the contractor fails to comply with instructions of the Engineer, the Chief Executive Officer, NRDA may impose such penalty for each of such default. The maximum penalty for each of such default shall not exceed Rs. 1,000/- (Rupees one thousand only) and this penalty will not prejudice the right of the NRDA or the Engineer to claim compensation under any other condition of the contract.

14.0 Use of NRDA's land:

The contractor shall not be permitted to enter (other than for inspection purposes) or take possession of site until instructed to do so by the Engineer in writing. The portion of the site to be (occupied by the contractor shall be defined and/or marked on the site plan, or these shall be indicated by the Engineer and the contractor shall on no account be allowed to extend his operations beyond these areas. The contractor will be allowed to use such land free of charge for the purpose of sheds, offices thereon for themselves and for the NRDA/ Engineer and his subordinates, and shall remove the same from the ground at the completion of the works or when required to do so by the NRDA/Engineer after receiving 7 (seven) days notice. He shall make good any damage which may have been done and restore to good condition anything which may have been disturbed during the period of his occupation.

14.1 He shall not use or allow others to use any such ground, sheds or offices, or any portion of the site of the works, for any other purpose than the carrying out of works under this contract. In the event of there being no plot or ground or insufficiency of ground belonging to the NRDA, available for the above purposes, the contractor shall provide other such ground at his own cost. The contractor shall, in any case, pay all taxes, which have to be paid in respect of all ground sheds or offices used as above, and all the licence fees, etc., that may be demanded for the storage or otherwise of the various articles as per rules in force. The Contractor shall provide, if necessary or if required, on the site, all temporary access thereto and shall alter, adopt 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 make good all damage done to the site.

15.0 Water Supply for works:

15.1 Contractor shall arrange for the supply of required quantity and quality of water for construction works, site office & labour hutment camp at his own cost.

16.0 Not Applicable

17.0 Contractor's Staff:

The contractor shall employ, in and about the execution of works only such persons as are skilled and are experienced in their several trades and the Engineer shall be at liberty to object to and require the contractor to remove from the work any person, employed by the contractor in or about the execution of the works, who in the opinion of the Engineer 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.

18.0 Contractor's Supervision:

The contractor shall supervise the execution of works or shall appoint a competent agent approved by the Engineer to act in his stead. The contractor shall at his own expense, employ as his authorized agent an Engineer or a suitably qualified and experienced person approved by the Engineer. The name of the agent so appointed, along with the qualifications, experience and address shall be communicated to the Engineer. The agent shall be a responsible person adequately authorised by the contractor to take decision on site and to spend money if required for procuring material and labour etc., to carry out emergency work in the interest of the contract work, if so required by the Engineer. Orders given to contractor's agent shall be considered to have the same force as if these had been given to the contractor himself, if the contractor fails to appoint a suitable agent as directed by the Engineer, the Chief Engineer, NRDA shall have full powers to suspend the execution of the works until such date as a suitable agent is appointed and the contractor shall be held responsible for the delay so caused to the works. The OEM (in case of supply items) shall depute his supervising engineer to the site for a minimum of 3 working days as and when the Electrical contractor installs and commissions the goods supplied by OEM.

19.0 Duties and powers of the Authorised Person of NRDA/ Engineer:

The duties of the Authorised Person of NRDA/ Engineer are to monitor the progress with respect to agreed time period, check the quality of the work at site, and also to test, and examine any material to be used on work, workmanship employed in connection with the works. He shall have no authority to order any work involving any extra payment by the NRDA or to make any variation in the works unless otherwise directed by the CEO, NRDA.

- 19.1 Failure of the Authorised Person of NRDA/ Engineer to disapprove any work or material shall not prejudice the power of the Inspecting Officer or the Authorized Person of NRDA thereafter to disapprove such work or material and to order the pulling down, removal or breaking up thereof.
- 19.2 If the contractor shall be dissatisfied with any decision of the Authorized Person of NRDA/ Engineer, he shall be entitled to refer the matter to the Engineer who shall there upon confirm, reverse or vary such decision.

20.0 Chief Engineer's decision:

The whole of the work shall be under the general direction of the Chief Engineer, NRDA whose decision shall be final, conclusive and binding on all questions relating to the construction procedure and management and interpretation of plans, working drawings, sections, and specifications connected with the work.

21.0 Not Applicable**22.0 Rates for extra items:**

Rates for such additional, altered or substituted work shall be determined as follows:

- i) If rates for additional, altered or substituted item of work are specified in the bill of quantities and rates, the contractor shall carry out the additional altered or substituted item at the same rate.
- ii) If the rate for any altered, additional or substituted item of work is not specified in the schedule of work/items quantities, the rate for such item shall be derived from the rate for the nearest similar item(s) specified therein.
- iii) If the rate for any additional, altered, substituted item of work cannot be determined in the manner specified in (i) to (ii) above, then the contractor will be paid at such fair and reasonable rates as worked out by the Chief Engineer, NRDA on the basis of the cost of materials and cost of labour required to execute the item and allowing 15 % (fifteen percent) towards the contractor's profits and overheads.

23.0 Work closed between sunset and sunrise and on Sundays and holidays:

- a) No work shall be done between sunset and sunrise or on Sundays or public holidays except with the special sanction of the Engineer in writing previously obtained and the withholding of such sanction shall be no ground of complaint on the part of contractor or cause for compensation to him, or excuse for not completing the work within the contract period. The period within the work has to be carried out and completed has been fixed in terms of this clause with the provision that the total number of hours of work permissible shall not exceed 48 (forty eight) hours in a week and in no case more than 8 (eight) hours on any working day, the actual time within which the said hours shall be worked being subject to mutual arrangement with the contractor at the commencement of the works or from time to time as may be required and provided that all works shall be stopped for rest and meals for one hour at about mid-day exclusive of the permissible hours aforesaid for the works. Though sanction may be accorded to the contractor to work on days and at times otherwise normally non-permissible under this contract the contractor shall be required to bear the cost of such supervision as in the opinion of the Engineer may be necessary at these times. It should be distinctly understood that the granting of permission to work extra hours or to work on Sundays and holidays will be entirely at the discretion of the Engineer and cannot be claimed by the contractor as matter of right.
- b) However in the interest of work, the Engineer requires that the work shall be proceeded with, on days and at times otherwise normally non-permissible under this contract, the contractor shall proceed with work but he will not be required in such cases to bear the cost of the NRDA establishment employed at the time.
- c) The contractor, at all times during the continuance of this contract, shall, in all his dealings with local labour for the time being employed on the work contemplated by this contract, have due regard to all local festivals and religious or other customs and all disputes, matters and questions arising between the contractor and any of his agent on the one hand and any local labour on the other hand with respect to any matter or thing in any way connected with this contract shall be decided by the Chief Engineer, NRDA whose decision shall be final and binding on all parties.

24.0 Not Applicable**25.0 Not Applicable****26.0 Discrepancies in drawings or specifications:**

The drawings and specifications are to be considered as mutually explanatory of each other, detailed drawing being followed in preference to small scale drawings and figured dimensions in preference to scale and special conditions in preference to general conditions. Special conditions or dimensions given in the specifications shall supersede all else. Should any discrepancies however appear, or should any misunderstanding arise as to the meaning and import of the said, specifications or drawings, or as to the meaning and as to the dimensions or the quality of the materials or the due and proper execution of the works, or as to the measurement or quality and valuation of the works executed under this contract, or as extra there upon the same shall be explained by the Engineer, be binding upon the contractor and contractor shall execute the work according to

such explanation (subject as aforesaid) and without extra charge or deduction to or from the contract and shall also do all such works and drawings as may be necessary for the proper completion of works as implied by the Drawings and Specifications, even though such works and things are not specifically shown and described in the said drawings and specifications.

27.0 Use of I.S.I. specifications:

In cases where no particular specifications are given for any articles to be used under the contract, the relevant specification where one exists of the Indian Standards Institution shall apply.

28.0 Inspection and approval:

All works embracing more than one process shall be subject to examination and approval at each stage thereof and the contractor shall give the notice to the Engineer or his authorised representative when each stage is ready. In default of such notice, the Engineer shall be entitled to appraise the quality and extent thereof.

- 28.1 No work shall be covered up or put out of view without the approval of the Engineer or his authorised representative and the contractor shall afford full opportunity for examination, measurement of any work which is about to be covered up or out of view and for examination of foundation before permanent work is placed thereon.
- 28.2 The contractor shall give due notice to the Engineer or his authorised representative whenever any such work for foundation is ready for examination and the Engineer or his representative shall without unreasonable delay, unless he considers it necessary and informs the contractor in writing accordingly, attend for the purpose of examining and measuring such work or examining such foundations. In the event of the failure of the contractor to give such notice he shall, if required by the Engineer uncover such work at the contractor's expense.
- 28.3 The Inspecting Officers, the Engineer and 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.

29.0 Not Applicable

30.0 Not Applicable

31.0 Not Applicable

32.0 Fencing, Watching and Lighting:

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

32.1 In the event of failure on the part of the contractor, the Engineer may, with or without notice to the contractor, put up a fence or improve a fence already put up or provide and/or improve the lighting or adopt such other measures as he may deem necessary, and all the cost of such procedures as may be adopted by the Engineer shall be borne by the contractor. In addition the Engineer may impose such fines or penalty as Engineer may deem reasonable under condition 13.

33.0 Not Applicable

34.0 Not Applicable

35.0 Not Applicable

36.0 Contractor to preserve peace:

The contractor, shall, at all times during the progress of the work, take all requisite precaution and use his best endeavors for preventing any riotous or unlawful behavior by or amongst the workers and others employed on the works and for the preservation of peace and protection of the inhabitants and the security of property in the neighborhood of the works. He shall also pay the charges of such special police (if any) as the Chief Engineer, NRDA may deem necessary.

37.0 Not Applicable

38.0 Employment of labour:

The contractor shall employ the 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. The contractor shall not employ in connection with the work any child who has not completed his/her 18th year of age. He shall also not employ an adolescent who has not completed his 18th year unless he/ she is certified fit for work as an adult prescribed under clause (B) of sub-section (2) of section 69 of the Factories Act, 1948.

38.1 The contractor shall also see that all the provisions regarding employment of young persons covered by the employment of Children Act 1933 and the Factories Act, 1948, as amended from time to time, shall be fully complied with.

38.2 The contractor shall also see that the provisions set forth under Minimum Wages Act as amended from time to time, are fully complied with by him and shall maintain necessary registers and records for payment of wages, overtime, etc made to his workmen as required by the Conciliation Officer (Central), Ministry of Labour, Government of India or such other authorised person appointed by the Central or State Government.

39.0 Compliance of Labour Laws/ Minimum Wages:

- a) The contractor shall pay the labourers engaged by him on the work no less than a minimum wage (which expression shall mean whether for time or piece work the respective rates of wages as fixed under the law for the time being in force).
- b) The contractor shall, notwithstanding the provisions of any contract to the contrary, cause to be paid such minimum wage to labourers indirectly engaged on the work, including any labour engaged by the labour contractors in connection with the said work as if labourers had been immediately employed by him.
- c) The contractor shall comply with the provisions of payment of Wages Act, 1936, Minimum Wages Act, 1948, Employees Liability Act 1938, Workmen's Compensation Act, 1923, Industrial Disputes Act, 1947, Indian Factories Act, 1948 Maternity Benefit Act, 1961, or any modification thereof or any other law relating thereto and rules made thereunder from time to time; he will observe and give effect to the provisions of any law for the time being in force and regulating the rights and privileges of the labourers employed by him directly or indirectly.
- d) The contractor shall indemnify the NRDA against any payments to be made under and for the observance of the regulations, in force for the time being without prejudice to his right to claim indemnity from his sub-contractors.

40.0 Safety Provision:

The contractor shall, at his own expense, arrange for the safety provisions indicated in Annexure 'C' or as required by the Engineer, 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 shall be entitled to do so and recover the costs thereof from the contractor.

41.0 Provision of first aid box:

The contractor shall, at his own, cost, provide and maintain at the site of works a standard first aid box as directed and approved by the Engineer for the use of his own as well as the NRDA staff on site.

42.0 Not Applicable**43.0 Materials:****a) Materials to be provided by the Contractor:**

The contractor shall at his own expense, provide all materials required for the works other than those which are to be supplied by the NRDA.

- a.) 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, furnish proof to the satisfaction of the Engineer that the

materials to comply .

- a 3) The Engineer shall have full powers to require removal of any or all of the materials brought to site by the contractor which are not in accordance with the contract specifications or which do not confirm in character or quality to the samples approved by him. In case of default on the part of the contractor in removing the rejected materials, the Engineer shall be at liberty to have them removed by other means. The Engineer shall have full powers to acquire other proper materials to be substituted for rejected materials and in the event of the contractor refusing to comply; he may cause the same to be supplied by other means. All costs, which may attend upon such removal and/ or substitution shall be borne by the contractor.
- a.4) The contractor shall indemnify the NRDA or any agent, servant or employee of the NRDA against any action, claim or proceedings relating to infringement or use of any patent or design rights 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 claims being made or action being brought against the NRDA or any agent, servant, or employee of the NRDA in respect of any such matters as aforesaid the contractor shall be immediately notified thereof. Provided that such infringement shall not apply when such infringement has taken place in complying with the specific directions issued by the NRDA 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 or specification issued after the submission of tender.
- a.5) The Engineer shall be entitled to have tests carried 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 produced, at the cost of contractor and the contractor shall provide at his expense all facilities which the Engineer may require for the purpose. If no tests are specified in the contract, and such tests are required by the Engineer 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.
- a.6) The cost of the materials consumed in test shall be borne by the contractor in all cases except when otherwise provided.
- d) General:**
- d.3) The Inspecting Officer, the Engineer and his representative shall be entitled at any time to inspect and examine any material intended to be used in or on the works either. on the site or at factory or workshop or other places where such materials are assembled, fabricated or 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. The materials brought on site outside working hours shall be stacked separately till they are inspected by the Engineer or his representative.
- d.4) All materials brought to the site shall become and remain the property of the NRDA and shall not be removed off the site without the prior written approval of the Engineer. 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 materials originally supplied by

him and upon such removal, the same shall revert in and become the property of the contractor.

44.0 Not Applicable

45.0 Not Applicable

46.0 Not Applicable

47.0 Commencement time and extension for delay:

The time allowed for execution for the works as specified in the contract documents shall be the essence of the contract. The execution of the works shall commence from the date specified by the Engineer in writing. If the contractor fails or neglects to commence the execution of the work as aforesaid the Engineer shall without prejudice to any other right of remedy be at liberty to forfeit the security deposit absolutely.

47.1 Where the contractor is required to submit a time and progress chart (in form of PERT/ CPM net works, Schedules etc.) along with the tender the Engineer may approve the chart as submitted or suggest modifications as he thinks necessary as soon as the acceptance of the tender is intimated to the contractor. The contractor shall modify the chart accordingly and obtain Engineer's approval before the commencement of the work.

47.2 In other cases the contractor shall have to prepare a time and progress chart with the approval of the Engineer prior to the commencement of the work.

47.3 The chart shall be prepared in direct relation to the time stated in contract documents for completion of items or groups of items of work and/or the contract as a whole. It shall indicate the forecast of the dates of commencement and completion of various trades or sections on the work and may be amended as necessary by agreement, between the Engineer and the contractor within the limitations of the time imposed in the contract documents.

47.4 In the event of the contractor failing to comply with this condition he shall be liable to pay as compensation as stated in condition 48, except in the event where

the work be delayed by:

- a) Force major, or
- b) Abnormally bad weather, or
- c) Serious loss or damage by fire, or
- d) Civil commotion, local commotion of workmen, strike or lock out affecting any other trades employed on the work, or
- e) Delay on the part of other contractors or tradesmen engaged by NRDA in executing works not forming part of the contract, or

- f) Non-availability of stores which are the responsibility of the NRDA to supply, or
- g) Non-availability or breakdown of tools and plants to be supplied or supplied by the NRDA, or
- h) Any other cause which, in the absolute discretion of the Chief Executive Officer, NRDA is beyond the Contractor's control; then upon the happening of any such event, causing delay, the contractor shall immediately give notice thereof in writing to the Chief Executive Officer, NRDA but shall nevertheless use constantly his best endeavors to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the Chief Executive Officer, NRDA to proceed with the work.

The original approved physical program shall be considered for arriving of compensations for delay as per Clause No.48 of this GCC. The revised physical completion program submitted from time to time with scope of the delay in the work shall not be considered for arriving at the compensation for the delay during respective billing period.

- 47.5 Request for extension of time, to be eligible for consideration, shall be made by the contractor in writing within 14 (fourteen) days of the happening of the event causing delay. The contractor may also, if practicable, indicate in such request the period for which extension is desired.
- 47.6 In any such case the Chief Executive Officer, NRDA may give a fair and reasonable extension of time for completion of individual items or groups of items of work for which separate periods of completion are specified in the contract or the contract as a whole. The decision of the Chief Executive Officer, NRDA in regards to the extension will be communicated to the contractor in writing within a reasonable time.

48.0 Compensation for delay:

- 48.1 The period will be reckoned from the thirtieth day after the date on which the order to commence the work is issued to contractor. The work shall throughout the stipulated period of contract be proceeded with all due diligence, keeping in view that time is the essence of the contract.
- 48.2 The contractor shall be bound in all cases, in which the time allowed for any work exceeds one month, to complete 1/8th of the whole work before 1/4th of the whole time allowed under the contract has elapsed, 3/8th of the work before 1/2 of such time has elapsed & 3/4th of the work before 3/4th of such time has elapsed. In the event of the contractor failing to comply with the above conditions, the Chief Executive Officer, NRDA shall levy on the contractor, as compensation an amount equal to 0.5 % (zero point five percent) of the value of work (contract sum) for each week of delay, provided that the total amount of compensation under the provision of the clause shall be limited to 10 % (ten percent) of the value of work (Contract sum).

48.3 Provided further that if the contractor fails to achieve 30 % (thirty percent) progress in half (1/2) of original or validly extended period of time the contract shall stand terminated after due notice to the contractor and his contract finalized, with earnest money and/ or security deposit forfeited & levy of further compensation at the rate of 10 % (ten percent) of the balance amount of contract left incomplete, either from the bill, and/ or from available security/ performance guarantee and/ or any other amount of the contractor lying in any form with NRDA.

48.4 The extent of amount to be recovered for the above referred compensation may however be reduced at the sole discretion of the CEO, NRDA. The decisions of the CEO, NRDA shall be final and binding in this regards.

49.0 Completion Certificate:

1) As soon as work is completed, the contractor shall give a notice of such completion to the Engineer, and within 30 (thirty) days of receipt of such notice the Engineer shall inspect the work and shall furnish the contractor with a certificate of completion indicating (a) the date of completion (b) the defects to be rectified by the contractor, and/ or (c) items for which payment shall be made at reduced rates.

49.1.1 When separate periods of completion have been specified for items or groups of items, the Engineer shall issue separate completion certificates for such items or group of items. No certificates of completion shall be issued, nor the work can be considered to be completed till the contractor shall have removed from the premises on which the work have been executed, all scaffolding, sheds and surplus materials, except such as required for rectification of defects, rubbish and all huts, sanitary arrangements required for his workers on the site in connection with the execution of work, as shall have been erected by the contractor or the workmen and cleaned all dirt from all 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 execution thereof and cleaned floors, gutters and drains, eased doors and sashes, oiled lock and fastenings, labelled keys clearly and handed them over to the Engineer or his representative and made the whole premises fit for immediate occupation or use to the satisfaction of the Engineer. If the contractor shall fail to comply with any of the requirements of this condition as aforesaid, on or before the date of completion of the works, the Engineer may at the expense of the contractor fulfil such requirements and dispose off all the surplus materials and rubbish etc., as he thinks fit and the Contractor shall have no claim in respect of any such material except for any sum actually realised by the sale thereof less the cost of fulfilling the requirements and any other amount that may be due from the contractor. If the expense of fulfilling such requirement is more than the amount realised on such disposal as aforesaid, the contractor shall forthwith on demand pay such excess.

49.1.2. In case, where the work is executed to contractor's design the contractor's notice of completion as aforesaid shall have to be accompanied with carefully finished handmade cloth tracing of the work as actually executed, failing which the notice shall be deemed to have not been issued at all.

2. If at any time before completion of the entire work, items or groups of items for which separate periods of completion have been specified; have been completed, the Engineer with the consent of the contractor take possession of any part or parts of the same (any such part or parts being hereinafter or in this condition referred to as the relevant part) then notwithstanding anything expressed or implied elsewhere in this contract.

Within 30 (thirty) days of the date of completion of such items or groups of items or possession of the relevant part the Engineer shall issue a completion certificate for relevant part provided the contractor fulfils his obligation for the relevant part as in sub-para (1) above.

The defects liability period in respect of such items and relevant part shall be deemed to have commenced from the certified date of completion of such items or relevant part as the case may be.

For the purpose of ascertaining compensation for delay under condition 48 in respect of any period during which the works are not complete the relevant part shall be deemed to form a separate item or group with date of completion as given in the contract or as extended under condition 47 and actual date of completion as certified by the Engineer under this condition.

50.0 Defects Liability Period:

The contractor shall be responsible to make good and remedy at his own expense within such period as may be stipulated by the Engineer and defects which may develop or be noticed before the expiry of the period mentioned in the Annexure 'A' hereto from certified date of completion and intimation of which has been sent to the contractor within 7 (seven) days of expiry of the said period by letter sent by hand delivery or by registered post.

It is mandatory on the part of the contractor to carryout quarterly site visits along with Engineer for listing the type of defects in the execution of works carried out as per the Contract scope. If such visits are not carried out by the contractor through the mandatory period, then under such circumstances the defects observed and communicated from time to time even unilaterally by Engineer at later date till completions of defect liability period, the Contractor shall have to carry out necessary defects rectification works at his own cost.

The contractor shall provide a team of full-time, experienced maintenance engineers, gardeners & labourers during the Defects Liability Period.

51.0 Liability for defects or imperfections and rectifications thereof:

If it shall appear to the Engineer or to his representative at any time during construction or re-construction or during the defects liability period; that any work has been executed with unsound, imperfect or unskilful, workmanship or that any material or article provided by the contractor for execution of the work are unsound or of a quality inferior to that contracted for, or otherwise not in accordance with the contract, or that any defect, shrinkage or other faults have appeared in the work arising out of defective or improper materials or workmanship the contractor shall, upon receipt of a notice in writing in that behalf from the Engineer forthwith rectify or remove or reconstruct the

work so specified in. whole or part, as the case may require or as the case may be and/or remove the materials or articles so specified and provide other proper and suitable materials or articles at his own expense notwithstanding that the same may have been inadvertently passed, certified and paid for and in the event of his failing to do so within the period to be specified by the Engineer in his notice aforesaid, the Engineer 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 cost of the contractor.

- 51.1 In case of repairs and maintenance work, splashes and dropping from white washing, paint etc., shall be removed and surfaces cleaned simultaneously with completion of these, items of work in individual rooms, quarters or premises etc., where the work is done, without waiting for completion of all other items of work in the contract. In case the contractor fails to comply with the requirement of this condition, the Engineer shall have the right to get the work done by other means at the risk and cost of the contractor.
- 51.2 The Engineer shall give three days notice in writing to the contractor before taking such action.
- 51.3 The Engineer reserves the right to decide the rates and prices of the works so executed by other means at the risk and cost of the Contractor.
- 51.4 The cost and expense thereby incurred including supervision charges specified in the Annexure 'A' on the works and also such penalty as the Engineer may impose for such wrongful conduct of the contractor which penalty, the Engineer shall be competent to impose and against the imposition of which or the amount thereof by the Engineer an appeal shall lie only with the General Manager, NRDA within seven days of the order in that behalf of the Engineer and the decision of the Chief Engineer shall be final and binding upon the contractor) may be deducted from any money or to become due to the contractor, under this or any other contract between the contractor and the NRDA.

52.0 Not Applicable

53.0 Contractor's Liability of Insurance:

From commencement to completion of the works, the contractor shall take full responsibility for the care thereof and for taking precautions to prevent loss or damage and to minimize loss or damage to the greatest extent possible and shall be liable for any damage or loss that may happen to the works or any part thereof and all T & P of NRDA from, any cause whatsoever (save and except the excepted risks) and shall at his own cost repair and make good the same so that at completion, the works and all NRDA's T & P shall be in good order and condition and in conformity in every respect with the requirements of the contract and instructions of the Engineer.

- 53.1 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 remove from the site any debris and so much of the works as shall have been damaged, taking to the NRDA store such NRDA T & P articles and/or materials as may be directed.

- b) The contractor shall, as may be directed in writing by the Engineer, proceed with the erection and completion of the Works under and in accordance with the provisions and conditions of the contract, and
- There 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 and damage occurred and the removal by the contractor, as provided above of NRDA T & P, articles and/ or materials to the NRDA store and of debris and damaged works referred to therein and the compensation paid by him, under any law for the time being in force, to any workman employed by him for any injury caused to him or to the workman's legal successors for loss of the workman's life.
- 53.2 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.
- 53.3 Without limiting the obligations and responsibilities under this condition the contractor shall insure the Works (from commencement to completion), the T & P hired to the contractor and all materials at site, to their full value (as to NRDA T & P according to the value indicated), against the risk of loss or damage from whatever cause arising other than the Excepted Risks. The said insurance shall be in the joint names of NRDA and the contractor, and the contractor shall deposit with the Engineer the said policy or policies. All money payable by the insurers under such policy or policies shall be recovered by NRDA and shall be paid to the contractor in installments by the Engineer for the purpose of rebuilding or replacement or repair of the works and/or goods destroyed or damaged as the case may be.
- 53.4 If the contractor has a blanket insurance policy for all his works and the policy covers all the items to be insured under this condition, the said policy shall be assigned by the contractor in favour of NRDA 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. Where a NRDA building or a part thereof is rented by the contractor he shall insure the entire building if the building or and part thereof is used by him for purpose of storing or using materials of combustible nature, as to which the decision of the Engineer shall be final and binding.
- 53.5 The contractor shall indemnify and keep indemnified the NRDA against all losses and claims for injuries or damage to any person or any property whatsoever which may arise out of or in consequence of the construction and maintenance of the works and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect of or in relation thereto. Provided always that nothing herein contained shall be deemed to render the contractor liable for or in respect of or to indemnify the NRDA against any compensation or damage caused by the Excepted Risks.
- 53.6 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 NRDA but including the NRDA 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 NRDA) by or arising out of carrying out of the contract.

- 53.7 The contractor shall at all times, indemnify NRDA 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 other industrial or labour law applicable to the workmen, or any modifications thereof or 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 NRDA, their agents or servants, and also against all cost, charges and expense 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 such claim. Without limiting his obligations and liabilities as above provided, the Contractor shall insure against all claims, damages or compensation payable under the Workmen's Compensation Act, 1923 or any modification thereof or any other law relating thereto.
- 53.8 It is mandatory on the part of the contractor to provide insurance policy towards labourers employed at site for the entire period initially. Such policy is also desirable for workmen/ labour force during defects liability period.

Provided that such insurance policy shall assure the payment of compensation of not less than Rs. 5,00,000/- (Rupees five lacs only) & Rs. 3,00,000/- (Rupees three lacs only) respectively to every workman including a casual workman employed by the contractor, at any time, for death or permanent total disablement caused to the workman in respect of which compensation is payable under the provisions of the Workmen's Compensation Act, 1923 but regardless of whether the said Act is applicable to him or not.

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

The contractor shall prove to the Engineer 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.

- 53.9. The contractor shall ensure that similar insurance policies are taken out his sub-contractors (if any) and shall be responsible for any claim or losses to NRDA resulting from their failure to obtain adequate insurance protection in connection thereof. The contractor shall produce or cause to be produced by his sub-contractor (if any) as case may be, the relevant policy or policies and premium receipt as and when required by the Engineer.
- 53.10 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 NRDA 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 NRDA from any money due or which may become due to the contractor or recover the same as a debt due from the contractor.

53.11 In case of failure to do so or the insurance policy not being in force the liability to pay the compensation as mentioned in clause 53.8 herein above shall rest with the contractor. In case the contractor fails to make such payment, NRDA will be at liberty to pay the compensation to the workmen & deduct the same as a debt due from the contractor.

54.0 Foreclosure of contract in full or in part:

If at any time after acceptance of the tender the Chief Executive Officer, NRDA shall decide to abandon or reduce the scope of the works for any reasons whatsoever and hence not require the whole or any part of the works to be carried out. He shall inform the contractor in writing to that effect and the contractor shall have no claim to any payment or 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.

54.1 The contractor shall be paid at the contract rates full amount for works executed at site, and in addition, reasonable amount as certified by the Engineer for the value of such material (which material thereupon become the property of the NRDA) and also such further allowances as the Chief Engineer, NRDA may think reasonable and fair in respect of (a) any expenditure incurred by the contractor towards preliminary works etc., and (b) other reasonable and proper engagement the contractor may have entered into for carrying out the work.

55.0 Suspension of work:

- a) The contractor shall, on receipt of the order in writing of the Chief Executive Officer, NRDA suspend the progress of the work or any part thereof for such time and in such manner as the Chief Executive Officer, NRDA may consider necessary for any of the following reasons:
- I. On account of continued non-compliance of the instructions of the Engineer or any other default on the part of the contractor, or
 - II. For proper execution of the works or part thereof for reasons other than the default of the contractor, or
 - III. For safety of the works or part thereof.
- b) 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. If the suspension is ordered for reasons (ii) and (iii) in sub-para (a) above, the contractor shall be entitled to an extension of time equal to the period of every such suspension plus a reasonable time as decided by the Chief Executive Officer, NRDA.
- c) If the suspension is ordered for reasons of (i) in sub para (a) above, the Chief Executive Officer, NRDA shall have powers to suspend the payment under the

contract. Such suspension of payment may be continued until default shall have been rectified.

The contractor however will have no claims whatsoever other than the reasonable extension of time as mentioned in sub-para b) herein above, on this account.

56.0 Cancellation of contract in full or in part:

If the Contractor:

- a) At any time makes default in proceeding with the work with due diligence and continues to do so after notice in writing of 14 (fourteen) days from the Engineer; or
- b) Commits default in complying with any of the terms and conditions of contract and does not remedy it within 14 (fourteen) days after a notice in writing is given to him in that behalf by the Engineer; or
- c) Fails to complete the works or items with individual dates of completion, on or before the date(s) of completion and does not complete them within the period specified and a notice given in writing in that behalf by the Engineer; or
- d) Shall offer or give or agree to give to any person in NRDA's service or to any other person on his behalf a gift or consideration of any kind as an inducement or reward for doing or for bearing to do or for having done or for borne to do any act in relation to the obtaining or execution of this or any other contract for the NRDA, or
- e) Shall obtain a contract with the NRDA as a result of ring tendering or other non bonafide methods of competitive tendering, or
- f) Being an individual, or a firm, any partner thereof, shall at any time be adjudged insolvent or have a receiving order to order for administration of his estate made against him, or shall take any proceedings for liquidation on or composition (other than voluntary liquidation for the purpose of amalgamation or reconstruction) under any Insolvency Act for time being in force or make any conveyance or assignment of his effects 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 state or if a trust deed be executed by him for his creditors, or
- g) Being a company, shall pass a resolution or the court shall make an order for the liquidation of his affairs, or a receiver or a 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 a Engineer, or
- h) Shall suffer an execution being levied on his goods and allow it to be continued for a period of 21 (twenty one) days, or
- i) Assigns, transfers, sublets (engagement of labour on a piece work basis or labour with materials not to be incorporated in the work, shall not be deemed to be subletting) or attempts to assign, transfer or sub-let, the entire works or any portion thereof without the prior written approval of the Chief Executive Officer, NRDA may, without prejudice to any other right or remedy which shall have accrued or shall accrue thereafter to the NRDA by written notice cancel the contract as a whole or only such items of work in default from the contract.
- ii) The Chief Executive Officer, NRDA shall on such cancellation have powers to:

- a) take possession of site and any materials, construction; plant, implements, stores, etc., thereon and/ or
- b) carry out the incomplete work by any means at the risk and cost of the contractor.

56.1 On cancellation of the contract in full or in part, the Chief Engineer, NRDA shall determine what amount, if any, is recoverable from the contractor for completion of works or part of the works or in case the works or part of works is not completed, the loss or damage suffered by the NRDA. In determining the amount, credit shall be given to the contractor for the value of the work executed by him upto the time of cancellation, the value of the contractor's material taken over and incorporated in the work, and use of tackle and machinery belonging to the contractor.

56.2 Any excess expenditure incurred or to be incurred by the NRDA in completing the works or part of the works or excess loss or damages suffered or may be suffered by the NRDA as aforesaid after allowing such credit shall be recovered from any money due to the contractor on any account, and if such money is not sufficient the contractor shall be called upon in writing to pay the same within 30 (thirty) days. If the contractor shall fail to pay the required sum within the aforesaid period of 30 (thirty) days, the Engineer shall have right to sell any or all of the contractor's 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 provision of the contract.

56.3 Any sums in excess of the amounts due to the NRDA and unsold materials, constructional plant, etc., shall be returned to the contractor, provided always that if cost of anticipated cost of completion by the NRDA of the works or part of the works is less than the amount of 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.

56.4.1 Without prejudice to the generality of the foregoing, the amount deposited by the contractor as security deposit shall be absolutely forfeited to the NRDA for such failure or breach or determination of contract.

57.0 Termination of contract for death:

If the contractor is an individual or a proprietary concern and the individual or the proprietor dies and if the contractor is partnership concern and one of the partners dies then unless the Chief Executive Officer, NRDA is satisfied that the legal representative of the individual contractor, the proprietor of the proprietary concern and in case of partnership, the surviving partners, are capable of carrying out and completing the contract, the Chief Executive Officer, NRDA shall be entitled to cancel the contract as to its uncompleted part without the NRDA being in any way liable 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.

57.1 The decision of the Chief Executive Officer, NRDA that the legal representative of the deceased contractor or 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 Chief Executive Officer, NRDA shall not hold the estate of the deceased contractor and/ or the surviving partners of the contractor's firm liable in damages for not completing the contract.

58.0 Not Applicable**59.0 Changes in Constitution:**

Where the contractor is a partnership firm, the prior approval in writing of the Chief Executive Officer, NRDA 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 agreement where under the partnership firm would have the right to carry out the work hereby undertaken by the contractor. If prior approval as aforesaid is not obtained the contractor shall be deemed to have been assigned in contravention of the condition 56 hereof and the same action may be taken and the same consequences shall ensure as provided for in the said condition 56.

60.0 Not Applicable**61.0 Urgent Works:**

If any Urgent Work (in respect, whereof the decision of the Engineer and in his absence that of an Inspecting Officer shall be final and binding) becomes necessary and the contractor is unable or unwilling at once to carry out, the Engineer, or the Inspecting Officer, 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 expense all expense incurred on it by the NRDA shall be recoverable from the contractor and be adjusted or set off against any sum payable to him.

62.0 Addition, alteration and Non-Schedule items of works:

During the execution of the work there is likelihood of addition, alternation in the items of work and also of such items of work as decided by the CEO, NRDA, which do not find place in the Schedule of rates, referred to above, for which contract has not quoted his rates, Contractor will have to carry out these items of work and Rates for these items shall be paid at a fair market value. Such a fair market value rate shall be determined as per clause no. 22 of the GCC.

63.0 – 67.0 Not Applicable

PART – III**VALUATION AND PAYMENT****68.0 – 72.0 Not Applicable****73.0 No interest for delayed payments due to disputes etc:**

No claim for interest or 'damage will be entertained by the Chief Executive Officer, NRDA with respect to any money, or balances which may be in his hands owing to any dispute or difference, or misunderstanding between the NRDA's officers on the one hand and the Contractor on the other, or with respect to any delay on the part of the Chief Executive Officer, NRDA in making periodical or final payments, or in any other respect whatever.

73.1 It is distinctly understood and agreed between the parties hereto that payment for work already done is not under this contract a condition precedent to the execution of work remaining to be carried out.

73.2 Any interim certificate given relating to work done or material delivered/ may be modified or corrected by any subsequent interim certificate or by the final certificate. No certificate of the Engineer supporting an interim payment shall of itself be conclusive evidence that any work or materials or which it relates is/ are in accordance with the contract.

74.0 Payment of Final Bill:

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 rates as approved by the Chief Engineer, NRDA shall be made within a reasonable period as may be necessary for the purpose of verification etc.

74.1 After payment of the final bill as aforesaid has been made the contractor may, if he so desires reconsider his position in respect of a disputed portion of the final bill and if he fails to do so within 90 (ninety) days, his disputed claim shall be dealt with as provided in the contract. Whenever any claim for the payment of a sum by the NRDA arises out of or under this contract against the contractor the same may be deducted by the NRDA 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 contract with the NRDA or from any other sum due to the contractor from the NRDA (which may be available with NRDA) or from his security deposit/ retention money or he shall pay the claim on demand.

75.0 For the purpose of this contract no Price Variation shall be applicable for the duration of this contract including in the event of any extension of time being granted for any reason whatsoever.

76.0 Over payment and under payment:

Whenever any claim for the payment of a sum by the NRDA arises out of or under this contract against the contractor the same may be deducted by the NRDA 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 contract with the NRDA or from any other sum due to the contractor from the NRDA (which may be available with NRDA) or from his security deposit/ retention money or he shall pay the claim on demand.

76.1 The NRDA reserves the right to carry out post payment audit and technical examination of the final bill including all supporting vouchers, abstracts etc.

76.2 If as a result of such audit and technical examination any over payment is discovered in respect of any work done by the contractor alleged to have been done by him under the contract it shall be recovered by the NRDA from the contractor by any or all of the methods, prescribed above or if underpayment is discovered the amount shall be duly paid to the contractor by the NRDA.

76.3 Provided that the aforesaid right of the NRDA to adjust overpayment against amount due to the contractor under any other contract with NRDA 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 'Minus' Bill, from the date of amount payable by the contractor under the 'Minus' final bill is communicated to the contractor.

76.4 Any amount due to the contractor under this contract for under payment may be adjusted against any amount then due or which may at any time thereafter become due before payment is made to the contractor from him to the NRDA on any other contract or account whatsoever.

76.5 All amounts whatsoever which the contractor is liable to pay to the NRDA in connection with the execution of the work shall be deemed to be arrears of land revenue and the NRDA may, without any prejudice to any of its other rights or remedy, recover the same as arrears of Land Revenue.

77.0 Receipt to be signed in firm's name by anyone or the partners:

Every receipt for money which may become payable or for any security which may become transferable to the contract under these presents shall be signed in the partnership name by anyone of the partners, be a good and sufficient discharge to the Chief Executive Officer, NRDA and the NRDA in respect of the money or security purporting to be acknowledge thereby, and in the event of death of any of the partners

during the pendency of this contract, it is hereby expressly agreed that every receipt by anyone of the surviving partners shall, if so signed as aforesaid, be good and sufficient discharge as aforesaid provided that nothing in this clause contained shall be deemed to prejudice or affect any claim which the Chief Executive Officer, NRDA may thereafter have against the legal representatives of any partners so dying or in respect of any breach or any of the conditions thereof, provided also that nothing in this clause contained shall be deemed to prejudice or affect the respective rights or obligations of the contractor and of the legal representative.

78.0 to 82.0 Not Applicable

PART – V**PROVISION FOR SETTLEMENT OF DISPUTES****83. Arbitration**

Except where otherwise provided 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 of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions orders or these conditions or otherwise concerning the works or the execution or failure to execute the same whether arising during the progress of the work or after the cancellation, termination, completion or abandonment thereof shall be dealt with as mentioned hereinafter:

- (i) If the contractor considers that he is entitled to any extra payment of compensation in respect of the works over and above the amounts admitted as

payable by the NRDA or in case the contractor wants to dispute the validity of any deductions or recoveries made or proposed to be made from the contract, the contractor shall forthwith give notice in writing of his claim, in this behalf to the Engineer-in-Charge within 30 days from the date of disallowance thereof for which the contractor claims such additional payment or compensation or disputes the validity of any deduction or recovery. The said notice shall give full particulars of the claim, grounds on which it is based and detailed calculations of the amount claimed and the contractor shall not be entitled to raise any claim nor shall the NRDA be in any way liable in respect of any claim by the contractor unless notice of such claim shall have been given by the contractor to the Engineer-in-Charge in the manner and within the time as aforesaid. The contractor shall be deemed to have waived and extinguished all his rights in respect of any claims not notified to the Engineer-in-Charge in writing in the manner and within the time aforesaid.

- (ii) The Engineer-in-Charge shall give his decision in writing on the claims notified by the contractor within 30 days of the receipt of the notice thereof. If the contractor is not satisfied with the decision of the Engineer-in-Charge, the contractor may within 15 days of the receipt of the decision of the Engineer-in-Charge submit his claims to the Coordination Committee for adjudication along with all details and copies of correspondence exchanged between him and the Engineer-in-Charge. The "Coordination Committee" shall consist of-

1. Chief Executive Officer of NRDA- Chairman
2. Chief Engineer of NRDA- Member
3. GM/Manager (Finance) of NRDA-Member

The Co-ordination committee will give its decision within 30 (Thirty) days or such mutually agreed period through CE of NRDA.

If any party(es) is/ are aggrieved against the decision of Co-ordination committee not satisfied, He can file the petition for resolving the dispute through arbitration within a period of 30 days of decision thereof shall give a notice, in writing to the

Chairman NRDA, for appointment of an arbitrator to adjudicate the notified claims failing which the claims of the contractor shall be deemed to have been considered absolutely barred and waived.

- (iii) Except where the decisions have become final, binding and conclusive in terms of the contract, all disputes arising out of the notified claims of the contractor as aforesaid and all claims of the NRDA shall be referred for adjudication through the arbitration by the Sole Arbitrator appointed by the Chairman, NRDA. It will also be no objection to any such appointment that the Arbitrator so appointed is an NRDA/Govt. employee and that he had to deal with the matters to which the Contract relates in the course of his duties as NRDA/Govt. Employee. If the arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever another sole arbitrator shall be appointed in the manner aforesaid by the said Chairman, NRDA. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor. It is a term of this contract that the party invoking arbitration shall give a list of disputes with amounts claimed in respect of each dispute along-with the notice for appointment of arbitrator.

It is also a term of this contract that no person other than a person appointed by such Chairman, NRDA as aforesaid should act as arbitrator.

The arbitration shall be conducted in accordance with the provisions of the Arbitration & Conciliation Act 1996 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 also a term of this contract that the arbitrator shall adjudicate on only such disputes as are referred to him by the appointing authority and give separate award against each disputes and claim referred to him. The arbitrator shall give reasons for the award for each dispute referred to him.

It is also a term of the contract that if any fees are payable to the arbitrator these shall be paid equally by both the parties.

It is also a term of the contract that the arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties calling them to submit their statement of claims and counter statement of claims. The venue of the arbitration shall be such place as may be fixed by the arbitrator in his sole discretion. The fees, if any, of the arbitrator shall, if required to be paid before the award is made and published, be paid half and half by each of the parties. The cost of the reference and of the award (including the fees, if any, of the arbitrator) shall be in the discretion of the arbitrator who may direct to any, by whom and in what manner, such costs or any part thereof, shall be paid and fix or settle the amount of costs to be so paid.

ANNEXURE – A

Name of work: Supply, installation, testing & commissioning of Diesel Generator at the Secretariat, Capitol Complex, Naya Raipur, Chhattisgarh

- 4(e) The Engineer for this work will be : To be intimated in writing by NRDA.
 Estimated cost of Tender : Rs. 6.4 Crores (Rupees six crore forty lacs only)
- 9(a) Earnest Money : Rs. 6.4 lacs (Rupees six lacs forty thousand only) in the form of a Bank Guarantee
- 47 Time allowed (period of completion) : 4 (four) months (including monsoons) from the date of issue of the Work Order.
50. Defects Liability Period:
 From the date of certified final completion of the contract in all respect:
 For all works : 36 months

The minimum period of guarantee/ warranty shall be as stated above. For all other works, guarantee/ warranty periods as specified under respective items, for periods beyond those stated above shall be applicable. For any items, where longer guarantee/ warranty periods are available from manufacturers, the benefit of the same shall be passed on to NRDA. All guarantee/ warranty shall be obtained directly in the name of NRDA.

51. N.A.

75. N.A.

Signature of Tenderer

For
 Chief Executive Officer, NRDA,
 Near Mantralaya Mahanadi Dwar,
 Raipur 492 001, Chhattisgarh.

Date:

Date:

ANNEXURE – B

SCHEDULE 'B'

(Material to be issued to the Contractor by NRDA)

(See Condition No. 43-B of General Condition of Contract)

Not Applicable

ANNEXURE 'C'**(See Condition No. 40.0)****SAFETY PROVISIONS** not required

- 1) Suitable scaffolds shall be provided for workmen for all work that cannot safely be done from the ground or from solid construction except such short period work as can be done safely from ladders. When a ladder is used an extra mazdoor shall be engaged for holding the ladder and if the ladder is used for carrying materials as well, suitable footholds and holds shall be provided on the ladder and the ladder shall be given an inclination not steeper than 1/4 to 1 (1/4 horizontal and 1 vertical).
- 2) Scaffolding or staging more than 3.25 metres above the ground or floor swung 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 metre high above the floor or platform of such scaffolding or staging and extending along the entire length of the outside and ends thereof with only such openings as may be necessary for the delivery of materials. Such scaffolding or staging shall be so fastened as to prevent it from swaying from the building or structure.
- 3) Working platform, gangways, and stairways shall be so constructed that they do not sag unduly or unequally, and if height of a platform of gangway or stairway is more than 3.25 metres above ground level or floor level, it shall be closely boarded, have adequate width and be suitably fenced, as described in 2 above.
- 4) Every opening in floor of a building or in a working platform shall be provided with suitable means; to prevent fall of persons or materials by providing suitable fencing or railing with a minimum height of 1 metre.
- 5) Safe means of access shall be provided to all working platforms and other working places. Every ladder shall be securely fixed. No portable single ladder shall be over 9 metres in length. Width between Side rails in a rung ladder shall in no case be less than 30 cm for ladders upto and including three metres in length for longer ladders this width shall be increased by at least 6 mm for each additional 30 cm. of length. Uniform step spacing shall not exceed 30 cm.
- 6) 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, 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.
- 7) Excavation and Trenching: All trenches, 1.5 metres or more in depth shall at all times be supplied with at least one ladder for each 30 metres in length or fraction thereof. Ladder shall be extended from bottom of trench to at least 1 metre above surface of the-ground. Sides of a trench which is 1.5 metres 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 metres 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.

- 8) 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, or flooding. No floor, roof, or other part of a building shall be so overloaded with debris or materials as to render it unsafe.
- 9) All necessary personal safety equipment as considered adequate by the Engineer 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 in mixing asphaltic material, cement and lime mortars/concrete shall be provided with protective foot wear, hand-gloves and goggles.
 - b) Those engaged in handling materials, 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) Stonebreakers 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 atleast 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-eighteen and women on the work of painting with products containing lead in any form. Whenever men above the age of eighteen are employed on the work of lead painting the following precautions shall be taken:
 - i) No paint containing lead products shall be used except in the form of paste or ready made paint.
 - ii) Adequate face masks shall be supplied for use by workers when paint is applied in the form of spray or a surface having lead paint dry rubbed and scrapped.
 - iii) Overalls shall be supplied by the contractor to workmen and adequate facilities shall be provided to enable working painter to wash during and on cessation of work.

- 10) When work is done near any place where there is risk of drowning, all necessary equipment shall be provided and kept ready for use and all necessary steps taken for prompt rescue of any person in danger and adequate provision made for prompt first aid, treatment of all injuries likely to be sustained during the course of the work.
- 11) Use of hoisting machines and tackle including their attachments, anchorage and supports shall conform to the following:
 - a) (i) These shall be good mechanical construction, sound material and adequate strength and free from patent defects and shall be kept in good repair and in good working order.
 - (ii) Every rope used in hoisting or lowering materials or as a means of suspension shall be of durable quality and adequate strength, and free from patent defects.
 - b) Every crane driver or hoisting appliance operator shall be experienced/ properly qualified and no person under the age of 21 (twenty one) years shall be incharge of any hoisting machine including any scaffold winch or give signals to operator.
 - c) In case of every hoisting machine and of every chain, ring, hook, shackle, swivel and pulley block used in hoisting or lowering or as means of suspension, safe working load shall be ascertained by adequate means. Every hoisting machine and all gear referred to above shall be plainly marked with safe working load. In case of a hoisting machine having 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 gear referred to above in' this paragraph shall be loaded beyond safe working load except for the purpose of testing.
 - d) In case of a departmental machine, Safe working load shall be notified by the Engineer. As regards contractor's machine the contractor shall notify safe working load of each machine to the Engineer whenever he brings it to site of work and get it verified by the Engineer.
12. Motors, gearing, transmission electric wiring and other dangerous parts of hoisting appliances shall be provided with efficient safe guards, 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 suspended load becoming accidentally displaced. When workers are employed on electrical installations which are already energised, insulating mats, wearing apparel such as gloves, sleeves and boots, as may be necessary, shall be provided. Workers shall not wear any rings, watches and carry keys or other materials which are good conductors of electricity.
13. 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.
14. 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 provisions shall be named therein by the contractor.
15. Safety norms & procedures as per the provisions in ISO certificate shall be followed by the contractor.

16. 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 or his representative and the Inspecting Officers.
17. Notwithstanding the above provision 1 to 15, the contractor is not exempted from the operation of any other Act or Rule in force.

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SECTION - V
SPECIAL CONDITIONS OF CONTRACT
&
ADDITIONS TO SPECIAL CONDITIONS OF CONTRACT

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1.0 GENERAL

The Special Conditions of Contract are to be read in conjunction with General Conditions of Contract. If there are any variations or discrepancies or conflicting provision, the provisions in Special Conditions shall take precedence over the provisions in the General Conditions of Contract.

2.0 SCOPE OF WORK

The scope of work is as described in detail in Annexure `A'. Items of work to be executed are described in detail to enable the tenderer to work out rate of each element.

3.0 GENERAL

The Scope of work as described in detail in Annexure `A' drawings and specifications attached to the tender document and also such other work/works incidental to the main work.

3.1 ACCESS

The contractors are to verify the site details including access, the place from where water is made available, the places for dumping stores and materials and place for erection of site offices. The contractors are deemed to have catered for all contingencies connected with site and access.

3.2 There are several agencies working at site which has limited the space available for construction/erection work. In is an **expressed condition** of this contract that the contractor shall carry out his construction/ erection activities in full co-operation with other agencies working at site. Any claim on account of hindrances caused in his work due to the work of other agencies shall not make entitle the contractor for payment of compensation.

3.3 The site of work shall be handed over in phasewise and not at one time.

3.4 The contractor shall obtain handing over of programme from Engineer-in-charge and plan completion accordingly.

4.0 DEVIATION LIMIT

For purpose of this contract, the **variations or deviations** in carrying out the items of work shall not exceed plus or minus 25 percent of the contract sum. The difference between total value of work done and contract sum as defined above will be considered for deviation/variation. The contract rate or rates derived in accordance with provisions in contract shall apply for all new items, extra items and excess quantities of existing items so long as the cumulative cost variation are within stipulated percentage of contract sum.

5.0 SUPPLY OF WATER

The Contractor should make at his own cost his own arrangement for supply of water required for the work including water required for work and also for drinking purpose.

6.0 AGREEMENT TO KEEP THE OFFER OPEN

The tender shall remain open for acceptance for a period of 120 days from the date of submission of the tender.

7.0 ELECTRICITY SUPPLY

No power connection to the site office shall be provided. The Contractor shall make at his own cost his own arrangement for power connection, if required. However, if the power is available, the same will be supplied at the prevailing rates.

8.0 DEFECT LIABILITY PERIOD & MAINTENANCE LIABILITY

The Contractor shall be responsible for rectification of defects noticed during the period of 36 months from the certified date of completion by NRDA. This period of 36 months shall be known as Defect Liability Period as defined in the General Conditions of Contract. Subsequent to the taking over of the work and after it has been in use, its performance would be the responsibility of the contractor. Any defects or failures during this period shall be rectified by Contractor within 24 hours of intimation in writing. If the same is not carried out in the stipulated time, NRDA shall have the right to get it repaired departmentally or through any other agency at the cost of and risk of the contractor/ agency.

9.0 to 10.0 Not Applicable**11.0 CONTRACTOR'S LABOUR**

- 11.1 The Contractor shall employ the unskilled labour to be employed by him on the said work only from locally available labours and shall give preference to those persons enrolled under Maharashtra Government Employment and self Employment Departments Scheme.
- 11.2 Previously however, that if the required unskilled labours are not available locally, the contractor shall in the first instant employ such number of persons as is available and thereafter may with previous permission, in writing of the Executive Engineer-in Charge of the said work, obtain the rest of the requirement of unskilled labour from out side the above scheme.

12.0 to 14.0 Not Applicable**15.0 ADJUSTMENT OF ERRORS IN SCHEDULE OF RATE AND QUANTITIES**

- 15.1 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 drawings and figured dimensions in preference to scaled dimensions. The contractors shall be deemed to have calculated his own unit rates from the descriptions of items in Schedule 'A' and based on the drawings, specifications and other information furnished to him and arrived at prices which shall be worked out by him independently of the prices or rates inserted by NRDA in the tender and irrespective of any errors or inaccuracies therein. The percentage to be inserted by the /contractor above or below the cost inserted by NRDA, shall be derived by him from the amount tendered by him as compared to the amount inserted by NRDA. In the event of a discrepancy between the sum quoted by the Contractor and the percentage tendered by him, the sum shall be treated as binding and the percentage altered to agree with the sum. The tendered amount shall be deemed to include for the full and entire completion of the works and the Contractor shall

have no claims on account of any errors in the unit rates / prices inserted by NRDA.

15.2 Any errors in description, quantity or rate in Schedule 'A' or any omissions 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 specifications or from any of his obligations under the contract. Any error in quantity, rate or amount in Schedule 'A' and General Summary shall be adjusted in accordance with the following rules contained hereinafter :

- a) In the event of discrepancy between description in words and figures quoted by tenderer, rate confirming to the amount calculated & quoted by the Tenderer shall prevail. However, in the event of any mismatch between the above calculation the description of the rate quoted in words shall prevail.
- b) In the event of an error occurring in the amount column of Schedule 'A' as a result of wrong extension of unit rate and quantity, the Unit rate inserted by NRDA shall be regarded as firm and the extension shall be amended on the basis of the rate.
- c) All errors in totalling in the amount column and in carrying forward totals shall be corrected.
- d) Any omissions to include in the totals or to carry forward the provisional sums shall be corrected.
- e) The tendered sum so altered shall for the purpose of the tender be substituted for sum originally tendered and considered for acceptance instead of the original sum quoted by the Contractor. Any rounding off of total in various sections of Schedule 'A' or in General Summary by the tender shall be ignored.
- f) If two different rates are found in the tender for similar items, the items will be paid for at the lowest of the rates quoted by the contractor.

16.0 COMPLIANCE WITH CONTRACT LABOUR ACT

The successful tenderer is required to produce to the satisfaction of the Chief Engineer, a valid license issued in his favour under the provisions of the contract labour (regulation and abolition) Act, 1970, before starting the work. On failure to do so, the acceptance of the tender is liable to be withdrawn and also the earnest money is liable to be forfeited.

17.0 to 18.0 Not Applicable

19.0 All compensation or other sums of money payable by the Contractor under the terms of this contract or any other account whatsoever may be deducted from or paid by the sale of a sufficient part of this security deposit / retention money or from the interest arising therefrom or from any sums which may be due or may become due to the Contractor by the NRDA on any account whatsoever and in the event of his security deposit / retention money being reduced by reason of any such deduction or sale as aforesaid, the Contractor shall within 14 days of receipt of notice of demand from the Engineer make good the deficit.

20.0 Not Applicable**21.0 SUBMISSION OF DETAILED BAR / PERT CHART OF COMPLETION**

The detailed Bar / Pert Charts as directed by Engineer-in-Charge shall be submitted for approval of the Engineer in Charge immediately within 7 days of commencement of work or date of issue of acceptance letter whichever is earlier in MS project alongwith weekly, monthly targets for physical and financial progress.

22.0 The decision to split/regrouping of work rests with NRDA.

23.0 REFUND OF SECURITY DEPOSIT

The initial or contract deposit of 5 % shall be refunded to the Contractor upon satisfactory testing & commissioning of the equipments bill unless the Chief Engineer is of the opinion that in order to safeguard against defects and

pending claims against the contractors, it is necessary to retain more than the amount retained as retention money.

24.0 Not Applicable

25.0 INDEMNITY BOND

The contractors shall be required to execute an Indemnity Bond for satisfactory performance of entire project, on a stamp paper of value of Rs.100/- in the format approved by NRDA. This Indemnity Bond shall remain in force for a period of 36 months from certified date of completion of the work.

26.0 MATERIALS

Unless otherwise provided in the contract, all the materials required for the work are to be provided by the Contractor. All the materials to be used in the work shall be of the best quality and must be got approved before they are used in the work. All these materials shall also conform to the item wise specifications. All materials, which are rejected, shall be removed forthwith from the site.

27.0 LABOUR RATES & LABOUR PAYMENTS

All the acts and rules regarding payment and other conditions of employing labours on the works shall be binding on the contractor. The provisions of Workmen's Compensation Act are also binding on the contractor, who shall be responsible for making all the payments due under the Act.

28.0 DAMAGES TO PUBLIC PROPERTY

The contractor is expected to carryout the works to such a manner has not to cause any damage to public property on account of negligence or otherwise by the Contractor. He shall be fully responsible for making good the damages so caused by him entirely at his own cost. This particularly applies NRDA pipe lines/ ONGC Oil / Gas pipe line and other pipe lines / HT lines very important installations enclosed to the alignment.

29.0 SAFETY OF MATERIALS & RECOVERIES

The Contractor shall use the materials, supplied to him by NRDA at cost, properly and economically. The Contractor shall be responsible for proper handling and safe custody of materials so issued to him. The materials remaining unused after the completion of the work shall be returned by the Contractor at the NRDA's Stores in Naya Raipur.

The Department will accept only such materials as are in perfect conditions. If any damage or loss of materials issued to the Contractor at the double the rates at which it was issued to him. The Contractor shall maintain day to day account of the materials issued to him by the Department and shall produce it to the Engineer-in-charge when demanded.

30.0 SUPERVISORY STAFF

The contractor shall engage on the work a qualified and experienced supervisor capable of managing and guiding the work properly. The supervisor shall be authorised by the contractor in writing to receive the orders issued by the Engineer-in-charge from time to time. The contractor shall be responsible for carrying out these orders promptly.

31.0 SITE ORDER BOOK

The NRDA will maintain site order book at the site of work. The contractor or his authorised representative shall sign all the instructions received therein, in token of having received the same and shall comply with them forthwith.

32.0 CLEANING SITE

The Contractor shall clear the site of work before starting work and after completion it. The work of cleaning of site includes cutting of trees, shrubs, bushes, grass, removing obstructions such as stacks of various materials, underground pipes etc. and also arranging the same as directed by the Engineer-in-charge. The cost of cleaning the site as explained above stands included in the rates for various items of work and the department shall not make any extra payment on that account. All materials obtained in the cleaning the site shall be property of the NRDA.

33.0 PROGRESS OF WORK

The Contractor shall carry out the work as per the programme approved by the department from time to time. He will also not be allowed to proceed with the work in a scattered manner.

34.0 EXCAVATED STUFF

All the materials obtained during the process of excavation shall remain the property of the NRDA and shall be disposed off as instructed by the Engineer-in-charge. The Contractor is supposed to use the selected materials for pipe bending and providing embankment where required, filling the trenches and also filling low laying areas. All operations including loading, unloading, transportation of materials where required with all leads and lifts and handling them etc. are included within the rate of items and no extra payment whatsoever shall be made to the contractor on that account.

35.0 ACCIDENTS

Should any accident fatal or otherwise occur, a detailed report about the same shall be made promptly by the Contractor to the Engineer-in-charge. The Contractor should at all times during execution of work keep the NRDA fully indemnified against all risks, claims, litigation and financial burdens arising out of all incidental operations on work and accidents.

36.0 INSPECTION OF SITE & SUFFICIENCY OF THE TENDER

If the NRDA is not in a position to deliver to the Contractors the site of the Contract work for any reasons whatsoever at the agreed time, delaying the commencement of the contract work, such omissions of the NRDA shall not be a breach of any its obligation under the contract and the Contractor shall not be entitled to claim from the compensation for loss or damage, if any, caused thereby, but shall be entitled to a reasonable extension of the period agreed for the completion of the contract work. If the NRDA, the contractor shall exclusively deal with such set by the due process of law but shall not be entitled to attribute thereby the breach of any obligation under the contract to the NRDA to claim from the NRDA Compensation for damage or loss, if any, thereby suffered but shall be entitled to any appropriate extension of period agreed for the completion of the contract work, provided that the contractor has reported to the NRDA every such act of obstruction with particulars soon after its occurrence and the NRDA has after enquiry found the same to be substantial true and has determined the duration of such obstruction.

37.0 ADDITIONS TO SPECIAL CONDITIONS OF CONTRACT:

- 37.1 The Contractor shall submit along with the offer, details of his organization chart indicating individual or firms with their names, address, experience and their list of works on hand whom he wishes to associate with to form the design quality control / assurance scheme.
- 37.2 He shall nominate the team leader who shall deal with the project manager in all matters relating to the designs, specifications, details and design co-ordination.
- 37.3 Time period being essence of the contract, the Contractor shall submit from time to time work programme along with resource (materials, manpower, tools, plants) planning indicating the work executed, work to be executed, lapses, if any and remedial measures to cover the lapses.

- 37.4 If during the progress of the work the Engineer-in-Charge finds that the contractor is not mobilizing adequate resources of finance, manpower materials or tools and plants, he shall employ other agencies to so mobilize and recover the cost from the bills of the contractor.
- 37.5 It will be responsibility of the Contractor to produce the design documents, competently and with all details without any ambiguity or uncertainty well in time. If for any inadequacy, the Engineer-in-Charge is not in a position to approve any proposals, no time extension shall be permitted on this account.
- 37.7 It is to be expressly understood that any damage or loss of work under execution due to defective design or details or specifications or contractor's superintendence shall be required to be made good by the contractor at his own cost, irrespective of the fact that the NRDA / Project Managers have checked the design, or NRDA / Project Managers have supervised the work.
- 37.8 The contractor shall indemnify NRDA against any loss or damage due to faulty design through an Indemnity Bond for an amount of the cost of the work as approved by NRDA.
- 37.9 Not Applicable**
- 37.10 WORKS TO THE SATISFACTION OF THE ENGINEER:**
On completion of works, the Contractor shall submit a maintenance manual. The Contractor shall execute and maintain works in strict accordance with the contract to the satisfaction of the Engineer and shall comply with and adhere strictly to the Engineers. Instructions and directions on any matter whether mentioned explicitly or otherwise.
- 37.11 The Tenderers shall note that all the clarification shall be obtained in pretender meeting and tender should be submitted without any conditions, whatsoever, clarifications given to the various Contractors in pretender would be summarized by NRDA and would be issued to every contractor as Minutes of the Pretender Meeting. Such summary would form part of contract Agreement and contractor would submit

- final offer taking into consideration the same. Tender submitted with conditions would be summarily rejected.
- 37.12 The Tender must enclose all drawings issued to them along with the tender and the same shall be duly signed by the Contractor.
- 37.13 The material for all items of works to be procured by the Contractor and shall be incorporated in the work only after testing and approval by the Engineer NRDA shall not supply any material required for the work.
- 37.14 The escalation clause is not applicable to this contract.
- 37.15 Carrying out the said work as per the standards and norms of ISO 9002, 1994 and will also be the responsibility of the agency to maintain the complete records and drawing etc. as per the requirements of ISO 9002 without any extra cost and within stipulated time period.
- 37.16 Works contract tax on the contract sum, as applicable will be deducted from bills directly at the time of releasing the payments.

38.0 Site Office (Not applicable for contracts with only material supply)

- 38.1 It is mandatory for successful bidder to provide site office and store near the work as per Clause No.11 (A) of GCC alongwith telephone facility and office attendant.
- 38.2 It is also mandatory for the successful bidder to appoint qualified site engineer exclusively for this work and day to day supervision and co-ordination with department. The engineer appointed shall be available at work during all days of contractual period.

39.0 Not Applicable

40.0 IMPLEMENTATION

The implementation of the works mentioned in the quantities given in the Schedule 'A' in respect of power supply infrastructure work. The works will be taken as per requirement decided by NRDA and funds available with NRDA.

- 41.0** The Contractor shall submit along with the offer, details of his organisation chart indicating individual or firms with their names, address, experience and their list of works on hand whom he wishes to associate with to form the design quality control / assurance scheme.
- 42.0** He shall nominate the team leader who shall deal with the project manager in all matters relating to the designs, specifications, details and design co-ordinations.
- 43.0** Time period being essence of the contract, the Contractor shall submit from time to time work programme along with resource (materials, manpower, tools, plants) planning indicating the work executed, work to be executed, lapses, if any and remedial measures to cover the lapses.
- 44.0** If during the progress of the work the Engineer / Project Manager finds that the contractor is not mobilizing adequate resources of finance, man power materials or tools and plants, he shall employ other agencies to so mobilize and recover the cost from the bills of the contractor.
- 45.0** It will be the responsibility of the Contractor to produce the design documents, competently and with all details without any ambiguity or uncertainty well in time. If for any inadequacy, the Engineer / Project Manager is not in a position to approve any proposals, no time extension shall be permitted on this account.
- 46.0 Not Applicable**
- 47.0** It is to be expressly understood that any damage or loss of work under execution due to defective design or details or specifications or contractor's superintendence shall be required to be made good by the contractor at his own cost, irrespective of the fact that the NRDA / Project Managers have checked the design, or NRDA / Project Managers have supervised the work.

48.0 The Contractor shall indemnify NRDA against any loss or damage due to faulty design through an indemnity Bond for an amount of the cost of the work as approved by NRDA.

49.0 **WORKS TO THE SATISFACTION OF THE ENGINEER-IN-CHARGE**

On completion of works, the Contractor shall submit a maintenance manual. The contractor shall execute and maintain works in strict accordance with the Contract to the satisfaction of the Engineer and shall comply with and adhere strictly to the Engineer's instructions and directions on any matter whether mentioned explicitly or otherwise.

50.0 The Tenderers shall note that all the clarification shall be obtained in pretender meeting and tender should be submitted without any conditions, whatsoever, clarifications given to the various contractors in pretender would be summarized by NRDA and would be issued to every contractor as Minutes of the Pretender Meeting. Such summary would form part of Contract Agreement and contractor would submit financial offer taking into consideration the same. Tender submitted with conditions would be summarily rejected.

51.0 The Tenderer must enclose all drawings issued to them along with the tender and the same shall be duly signed by the Contractor.

52.0 The material for all items of works are to be procured by the Contractor and shall be incorporated in the work, only after testing and approval by the Engineer-in-charge. NRDA shall not supply any material required for the work.

53.0 **PERFORMANCE BANK GUARANTEE**

The contractors is required to execute the performance bank guarantee in the approved proforma enclosed, signed by Third Party Bankers for the amount equivalent to 5 % of the contract value. This performance bank guarantee against the defects would remain in force for 36 months from certified date of completion of the work.

54.0 The contractor shall provide office space for NRDA's office in his constructed site office including all furniture, computer, printer, stationery etc.

The site is prone to local villager's problems. The contractor should sort out the issue of local villages problems at his end. NRDA will not take any responsibility whatsoever.

55.0 Not Applicable

56.0 Comprehensive Annual Maintenance Contract/ Operations (AMC) (to be included in the quoted prices):

- 56.1 Comprehensive Annual Maintenance Contract/ Operation shall be provided for 3 years starting commissioning date certified by NRDA. For the first year it is understood that the warranties are available for parts and hence comprehensive AMC costing shall be done considering only consumables. For the 2nd and 3rd year comprehensive AMC cost shall include / cover all necessary spares and consumables. No charges shall be paid towards any additional spares / service engineer visit / transportation / lodging / boarding / transportation / communication / taxes / etc.
- 56.2 The comprehensive AMC shall cover following as minimum but shall not be limited to same and any and all additional spares / consumables if required shall be provided (Minimum spares / consumables to be provided during comprehensive AMC):
- a. Change of air filters primary and secondary – 1 time / year
 - b. All Belts – 1 time / year
 - c. Oil top up / change – 2 times / year
 - d. Lub oil filter change – 2 times / year
 - e. Fuel filter assembly – 2 times / year
 - f. Pre fuel filter assembly – 2 times / year
 - g. Coolant change / top up – 2 times / year
 - h. Fuel pump servicing – 2 times / year
 - i. Battery top ups – 4 times / year
 - j. Battery charging servicing – 2 times / year
- 56.3 The OEM / channel partner shall provide operator 24 x 7 (no. of persons required for the same shall be worked by OEM / channel partner based on number of shifts) for operating of the sets for three years cost of which shall be part of the generator cost. All cost for lodging/ boarding / transportation / communication / etc shall be part of the OEM / channel partners quote. It is mandatory for the operator to have mobile phone which shall be operational for 24 hours.
- 56.4 It is understood that the generators/ panels/ control cables etc. for the product supplied/ commissioned by the OEM/ channel partner shall be under comprehensive AMC with the OEM for three years; starting from day of commissioning.

57.0 Penalty for poor performance under the comprehensive AMC

- 57.1 It is mandatory to attend any / all complaints within 24 hours from the time the OEM are instructed by phone / e-mail / courier etc; failing which fine of Rs. 5000/- per day shall be borne by the OEM / channel partner. This amount shall be deducted directly from the quarterly payment of comprehensive AMC due to OEM / channel partner.
- 57.2 The operator provided by OEM/ channel partner shall be responsible for smooth running of the equipment by timely giving calls for servicing / diesel requirements etc to client. In case of any sort of irregularities from the operator side, NRDA shall have a right to withhold / deduct necessary charges from the quarterly payment to the OEM/ channel partner for the comprehensive AMC. This penalty shall however be limited to max. of Rs. 50,000/- per quarter.
- 57.3 In case the comprehensive AMC/ Operations are not done/ abandoned by the OEM/ channel partner consecutively for a period of more than 10 days, NRDA will be at liberty to get the maintenance & operation done at the risk & cost of the OEM and the amount so spent will be recovered from the OEM. In such case the performance BG, amounting to 10% of the Tendered cost, or an amount less than that as determined by the CEO, NRDA, will stand forfeited absolutely at the discretion of NRDA. The decision of CEO, NRDA will be final and binding in this regard.

Signature of Tenderer

For

Chief Executive Officer, NRDA

Date:

Date:

GENERAL ELECTRICAL REQUIREMENTS

Regulations : All the electrical equipment and materials, including their installations, shall conform to the following applicable latest codes and standards.

1. Indian Electricity Rules 1956.
2. The Electricity Supply Act, 1948.
3. Fire Insurance Regulations.
4. Regulations laid down by the Chief Electrical Inspector of the State.
5. Regulations laid down by Factory Inspector of State.
6. Indian Standard Institution.
7. Factory Act.
8. Regulation laid down by lift Inspector of State.
9. Any other Regulations laid down by the local authority.

Signature of Tenderer

For

Chief Executive Officer, NRDA

Date:

Date:

ANNEXURE I

Date :

Ref :

To,
Naya Raipur Development Authority
XXXXXX
XXXXX
XXXXX

Sub : Name Of Work (Tender No)

Dear Sir,

With regards to your above tender for Supply, installation, testing and commissioning of 5 x 1010 KVA generators along with synchronising, we would like to participate with our channel partner

Channel Partner details are as under :

Name of the company :

Address of the company :

Associate since years :

We request NRDA to accept the same.

Thanking You,
Yours truly,
For M/s

Authorized Signatory

Stamp & Seal of the Company

SECTION – VI
LIST OF DRAWINGS

SR. NO	DESCRIPTION	DRG. NO.	VOLUME	CORRIGENDUM/ ADDENDUM
1.	Ancillary Block A – Ground Floor Plan	ST 139/T39	II	

Signature of Tenderer

Date:

Chief Engineer, NRDA
Near Mantralaya Mahanadi Dwar,
Raipur 492 001, Chhattisgarh

Date:

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