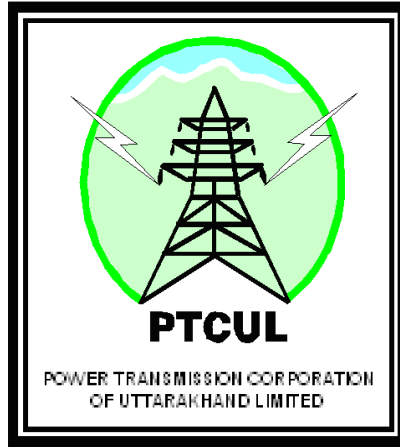


# POWER TRANSMISSION CORPORATION OF UTTARAKHAND LTD.



## TENDER DOCUMENT FOR EXECUTION OF CIVIL WORKS

Name of Work :- Water Proofing of control room at 132 KV S/S Kashipur  
Tender Specification No :- 09/2/SE(C)/D.Dun/2012-13  
Name of Contractor :-  
Date of Start :-  
Time Allowed :- 02 Months  
Due date of Completion :-

**Office of the  
Superintending Engineer (Civil) O&M  
Vidyut Bhawan, Saharanpur Road,  
DEHRADUN**

## INDEX

<b>Sl.No.</b>	<b>Particulars</b>	<b>Page No.</b>
1	Tender Notice	3-4
2	Tender Details	5
3	Application from Contractor for submission of Tender and Rate Validity	6
4	Form of Agreement	7
5	Instructions to Bidders	8-15
6	General conditions of contract	16-28
7	Special conditions of contract	29-32
8	Material used by the contractor	33
9	Special instructions to Bidders	34-35
10	Abstract of Cost	36
11	Bill of Quantities for execution of work	37-38
12	Draft format for performance bank guarantee	39-41
13	Form of the bank guarantee for earnest money.	42-43

**POWER TRANSMISSION CORPORATION OF UTTARAKHAND LTD.**

**Tender Notice No: 09/2/SE(C)/D.Dun/2012-13 (Invitation to Bid)**

Sealed and separate tenders in three parts (Part-I, Part-II & Part-III) are invited from reputed and experienced firms/ contractors for the work of **“Water Proofing of control room at 132 KV S/S Kashipur”** The tender documents shall be down loaded from our internet website of [www.ptcul.org](http://www.ptcul.org).

Tender shall be received only through Registered Post (acknowledgement due.)/ Speed Post addressed to **Executive Engineer, O&M Civil Division, PTCUL, 220 KV S/S Kamluaganja, Haldwani (Nainital)** in the office upto 17.00 Hrs on specified date. The department shall not own any responsibility regarding the postal delay in the receipt of the tender.

Tender for **“Water Proofing of control room at 132 KV S/S Kashipur”**.

DOWNLOADED BY: -

M/s / Shri \_\_\_\_\_

Sr. No.	DESCRIPTION	
1.	Tender No.	<b>09/2/SE(C)/D.Dun/2012-13</b>
2.	Name of Work	<b>Water Proofing of control room at 132 KV S/S Kashipur</b>
3.	Completion Time	<b>02 Months</b>
4.	Tender issuing office	Superintending Engineer (Civil) O&M, PTCUL, Vidyut Bhawan ,Saharanpur Road , near ISBT Dehradun.
5.	Tender Fees	<b>Rs. 250.00 + Trade Tax @ 13.50% = Rs. 284.00 in form of Demand Draft drawn in favour of Executive Engineer, O&amp;M Civil Division, PTCUL, 220 KV S/S Kamluaganja Haldwani, payable at Haldwani.</b>
6.	EMD/ Bid Security	<b>Rs 3400.00</b> in the form of BG/FDR/CDR duly pledged in favour of <b>Executive Engineer, O&amp;M Civil Division, PTCUL, 220 KV S/S Kamluaganja Haldwani, payable at Haldwani.</b>
7.	Starting date of issue of Bid documents. The tender documents are to be downloaded through website of the corporation- <a href="http://www.ptcul.org">www.ptcul.org</a> . The non refundable tender fees as specified above should be submitted alongwith the bids as specified in the bid documents.	<b>31.03.2013</b>
8.	Closing date of download of Bid documens	<b>30.04.2013</b>
9.	Closing Date of receipt of Bid through Registered Post Acknowledgment due/ Speed Post	<b>6.05.2013 upto 17:00 hrs</b>
10.	Address & Place of bid submission by RPAD/ speed post	Executive Engineer, O&M Civil Division, PTCUL, 220 KV S/S Kamluaganja, Haldwani (Nainital)
11.	Date and Time of Opening of Bid	<b>07.05.2012 at 12:00 hrs</b>
12.	Address & place of bid opening	Executive Engineer, O&M Civil Division, PTCUL, 220 KV S/S Kamluaganja, Haldwani (Nainital)
13.	Type of Tender	Domestic Competitive Bidding
14.	Validity of Bid	120 days after the date of opening of technical bid
15.	Contact & Telephone No. of the Tender issuing office	Phone No.:- 0135-2641794
16.	E-mail address of the tender issuing office	<a href="mailto:dk_gaur@ptcul.org">dk_gaur@ptcul.org</a>

**Part-I, Part-II & Part-III shall contain the following:**

<b>(A) Part-I:- Part-I of the tender shall contain the following.</b>		
(i).	Cost of tender document and analysis fee (Non refundable):	<b>Rs. 250.00+ 13.50%</b> TT in form of DEMAND Draft, drawn in favour of <b>Executive Engineer, O&amp;M Civil Division, PTCUL, 220 KV S/S Kamluaganja, Haldwani (Nainital).</b>
(ii)	Earnest Money.	<b>Rs. 3400.00</b> in form of FDR/CDR/Bank Guarantee duly pledged in favour of <b>Executive Engineer, O&amp;M Civil Division, PTCUL, 220 KV S/S Kamluaganja, Haldwani (Nainital).</b> Uttarakhand based unit may submit Earnest Money as per industrial policy of Govt. of Uttarakhand.
(iii)	Application Form	<b>The printout of application form while downloading the tender document.</b>
<b>(B) Part-II:- Part-II of the tender shall contain the TQR &amp; FR.</b>		
(i).	F.R. Average Annual turnover	The minimum average annual turnover of the contractor shall not be less than <b>Rs. 0.85 lacs</b> during past three financial years. The following documents must be submitted in support : <b>a) If audit for the contractor/firm is compulsory and audited accounts are available-</b> the contractor must submit Audited Accounts( P/L accounts, balance sheets etc) <b>b) If audit for the contractor/firm is not compulsory</b> and audited accounts are not <b>available:</b> The contractor must submit certificate of turn-over from Chartered Accountant (C.A.). A provisional account must also be submitted. In addition, it shall be mandatory for contractor to submit a certificate from same C.A. clearly certifying the fact that <i>“Accounts are not required to be audited under statute”</i> .
(ii)	Income Tax Clearance :	A copy of PAN of the firm and all its partners (duly attested).
(iii)	Trade Tax Registration:	A copy of trade Tax Registration (duly attested).
(iv)	EPF Registration :	A copy of EPF Registration (if available), if applicable.
(v)	TQR.	The tenderer should have adequate experience of having completed at least one contract of civil work costing not less than <b>Rs 1.37 lacs</b> in any one year during last three years. Experience certificate should be issued by an officer not below the rank of Executive Engineer, mentioning name of work, agreement no., amount of work done, schedule time of completion versus actual time of completion, quality of work done, performance etc.
<b>(C) Part-III:- Part-III of the tender shall contain only price Bid.</b>		

The Part-II & Part-III of the tenders shall be opened if and only if EMD , cost of tender documents and analysis fee as well as print out of the application form are all received in Part-I.

The Part-III of the tenders, belonging to only those tenderers who qualify for the work on the basis of the documents supplied by them in Part-II, shall be opened publicly same day. The undersigned reserves the right to reject the offer of one or all the tenderers and award the work by dividing it among two or more tenderers without assigning any reason thereof. If opening day happens to be a holiday the tenders shall be opened on the next working day at the same time. All other terms and conditions shall be as per tender documents.

**Superintending Engineer (Civil) O&M PTCUL**

**“Save Electricity in the interest of nation”**

**POWER TRANSMISSION CORPORATION OF UTTARAKHAND LTD.**

**Office of the  
Superintending Engineer (Civil) O&M, PTCUL,  
Vidyut Bhawan ,Saharanpur Road , near ISBT  
Dehradun.**

**Name of the work : “Water Proofing of control room at 132 KV S/S Kashipur”**

**Name & Address of the Tenderer :** .....  
.....  
.....

**Time Allowed :** 02 Months

**Tender Fee :** Rs. 284.00

**Tender Fee details :** .....  
.....  
.....

**Earnest Money :** Rs 3400.00

**Earnest Money Details :** .....  
.....  
.....

# APPLICATION FROM TENDERER

(ON A NON- Judicial Stamp Paper of Rs. 100.00 plus Re. 1.00 revenue stamp affixed)

## AGREEMENT

Tender invited by :- **Superintending Engineer (Civil) O&M, PTCUL, Vidyut Bhawan**  
**,Saharanpur Road , near ISBT Dehradun.**

Tender for :- **“Water Proofing of control room at 132 KV S/S Kashipur”**

Tender Notice No. :- 09/2/SE(C)/D.Dun/2012-13

Date :-

Name of Tenderer :-

In consideration of the Power Transmission Corporation of Uttarakhand Ltd. having treated the Tenderer to be an eligible person, whose Tender may be considered, the Tenderer hereby agrees to the conditions that the proposal in response to the above invitation shall not be withdrawn within 120 days from the date of opening of the tender and also to the condition that if thereafter the Tenderer withdraws his proposal within the said period, the Earnest Money deposited by him may be forfeited by the Power Transmission Corporation of Uttarakhand Ltd. on the discretion of the Superintending Engineer.

Signed this ..... day of .....

**SIGNATURE OF TENDERER**

WITNESS Full Name .....

1) .....

2) .....

# FORM OF AGREEMENT

**(ON A NON- Judicial Stamp Paper of Rs. 100.00 with Rs. 1.00 revenue stamp affixed)**

This agreement made on day of ..... between ..... (herein after referred to as the Contractor) on the one part and the Power Transmission Corporation of Uttarakhand Ltd. on the other part.

WHEREAS the Corporation is about to erect and maintain the ..... (hereinafter called the work) mentioned, enumerated or referred to in certain General Conditions, Specifications, Schedules, Drawings, Form of Tender, Covering letter and Schedule of Prices which for the purpose of identification have been signed by ..... on behalf of ..... (the contractor) and ..... (the Engineer of the Corporation) on behalf of the Managing Director, Power Transmission Corporation of Uttarakhand Ltd. and all of which shall form part of this contract as though separately set out herein and are included in the expression (Contract) wherever here in used.

AND WHEREAS the Corporation has accepted the tender of the Contractor for the provisions and execution of the said work for the sum of Rupees ..... upon the terms and subject to the conditions hereinafter mentioned.

NOW PRESENT WITNESS and the parties hereto hereby agree and declare as follows : that is to say in consideration of the payments to be made to the Contractor by the Corporation as hereinafter mentioned, the Contractor shall duly provide the plan for the said works and things in the contract mentioned or described or which are implied there from or there in respectively or may be reasonably necessary for the completion of the said works within and at the time and in the manner and subject to the terms, conditions and stipulation mentioned in the said contract.

AND IN CONSIDERATION of the due provisions, erection, execution, construction and completion of the said works and the maintenance thereof as aforesaid, the corporation will pay to the Contractor the said sum of ..... or such other sums as may become payable to the Contractor under the provisions of the contract, each payment to be made at such time and in such manner as is provided by the contract.

IN WITNESS WHEREOF the parties hereto have signed this deed hereunder on the dates respectively mentioned against the signatures of each.

Signed

Signed

(For and on behalf of  
the Corporation) by

(date)

(Contractor)

(date)

In the presence of

(date)

in the presence of

(date)

# **INSTRUCTION TO BIDDERS (ITB)**

## **1.0 General Particulars**

The Power Transmission Corporation of Uttarakhand Ltd. (PTCUL), Dehradun hereinafter called 'PTCUL'/Owner'/Corporation' (the term would include PTCUL) intends to receive bids for **“Water Proofing of control room at 132 KV S/S Kashipur”** as detailed in the accompanying specification in accordance with Terms and Conditions herein. The bids shall be prepared and furnished as per these Instructions.

## **2.0 Bidding Costs**

All costs/expenses in the preparation and submission of the Bid (including any post Bid discussions/presentations) shall be fully borne by the Bidder. Owner will not be responsible/liable for these costs irrespective of the course and conclusion of this Bidding.

## **3.0 Knowing the Bid Documents**

3.1 Every intending Bidder is to examine and understand all instruction, forms, terms, conditions and specifications in the Bid Documents and fully know himself all the conditions and contents therein, which may in any manner, affect the scope & content of work and the costs thereof. Submission of a Bid not substantially responsive to the Bid Document in all respects and/or failure to furnish all information required by the Bid Document may entail rejection of the Bid at the Bidder's risk.

## **4.0 Clarifications on Bid Documents**

4.1 In case an intending Bidder finds any discrepancy or omission in the documents and specifications or is in doubt as to the true meaning of any part, he shall make a request, in writing so as to reach this office, not later than fifteen (15) days from the date of invitation of Bids/Uploading of Bid Documents on the website, to the owner in triplicate. No request for clarifications will be entertained after this date. The owner will issue explanations, interpretations and clarifications as deemed fit in writing as a response to this request. On receipt of such interpretations/clarifications, the Bidder may submit his Bid within the date and time stipulated in the Bid invitation. All such explanations, interpretations and clarifications from the Owner shall be deemed as part of Bid Documents and shall invariably accompany the Bidder's proposal.

4.2 Any verbal/telephonic clarifications and information given by the Owner or his employee(s) or his representative(s) will not anyway be binding on the Owner.

## **5.0 Amendment of Bidding Document**

5.1 At any time prior to the deadline for submission of Bids the Owner may, for any reasons, whether at his own initiative or in response to a clarification requested by the intending Bidder, modify the Bidding Document with amendments(s).

5.2 The amendment will be notified in newspapers and shall be hosted on corporation website for all intending Bidders who have received the Bidding Document at the address contained in the letter of request for issue of Bidding document from the Bidders. Owner will bear no responsibility or liability arising out of non-receipt of the same in time or otherwise.

5.3 In order to afford prospective bidders reasonable time in which to take the amendment into account in preparing their bids, the Owner may, at his discretion, extend the deadline for the submission of bids.

5.4 Such amendments, clarifications etc. shall be binding on bidders and will be given due consideration by the Bidders while they submit their bids and shall invariably enclose such documents as a part of the Bid.

## 6.0 Language of Bid

6.1 The Bid prepared by the Bidder and all correspondence and documents relating to the Bid, exchanged by the Bidder and the Owner, shall be written in the English language, provided that any printed literature furnished by the Bidder may be written in another language so long as accompanied by an English translation of its pertinent passages. Failure to comply with this may disqualify a bid. For purposes of interpretation of the bid, the English translation shall govern.

## 6.2 Bid Format

Bidders have to make the Bid in the formats furnished with this Document verbatim without adding any printed/typewritten text of their own.

## 7.0 Sealing and marking of bids

7.1 The bid shall be submitted in three parts as described below:-

- |          |  |
|----------|--|
| Part-I   | 1. Bid No                                      |
|          | 2. Due date for opening                        |
|          | 3. Earnest Money Deposit & Tender Fees Deposit |
| Part-II  | 1. Bid No.                                     |
|          | 2. Due date for opening                        |
|          | 3. Qualifying Requirements(TQR&FR)             |
| Part-III | 1. Bid No.                                     |
|          | 2. Price Bid                                   |

Part-I, Part-II & Part-III shall be individually sealed and superscribed as indicated above and enclose each of these in main cover duly sealed and super scribed as **“Water Proofing of control room at 132 KV S/S Kashipur”** Tender Specification **No. 09/2/SE(C)/D.Dun/12-13** due for opening on **07.05.2013 at 12:00 hrs** containing Part-I, Part-II & Part-III of this tender.

The Bid shall be submitted by Registered Post with Acknowledgement due or through speed post services at the Office of the **Executive Engineer, O&M Civil Division, PTCUL, 220 KV S/S Kamluaganja, Haldwani (Nainital)**. Bids submitted should be posted with due allowance for any postal delay. The Bids received after the Due Date and Time of opening are liable to be rejected. **Telegraphic/Telex/Fax/e-mail /By Hand Bids shall not be entertained.**

- 7.2 a. The bids should be addressed to the Owner at the following address:
- Executive Engineer, O&M Civil Division  
PTCUL, 220 KV S/S Kamluaganja,  
Haldwani (Nainital).**
- b. Bear the name and tender specification no and the words. “DO NOT OPEN BEFORE Date **07.05.2013 Time-12:00 hrs.**”
- 7.3 The inner envelope shall indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared “late” or “rejected”.
- 7.4 The Bid Security conditions must be submitted in a separate sealed envelope.

#### **8.0 Deadline for Submission of Bids**

- 8.1 The Bidders have the option of sending the bid by registered post or *speed post*. Bids submitted by telex/telegram will not be accepted. No request from any Bidder to the Owner to collect the proposals from airlines, cargo agent etc. shall be entertained by the Owner.
- 8.2 Bids must be received by the Owner at the address specified under para 7.2, not later than the time & date mentioned in the Invitation to Bid.
- 8.3 The Owner may, at its discretion, extend this deadline for the submission of bids by amending the Bidding Document in which case all rights and obligations on the Owner and Bidders, previously subject to *the* deadline, will thereafter be subject to the deadline as extended.

#### **8.4 Late Bids**

Any bid received by the Owner after the time and date fixed or extended for submission of bids prescribed by the Owner, will be rejected and not considered for evaluation.

#### **9.0 Modification and Withdrawal of Bids**

- 9.1 The Bidder may modify or withdraw its bid after the bid’s submission provided that written notice of the modification or withdrawal is received by the Owner prior to the deadline prescribed for submission of bids.
- 9.2 The bidder’s modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of clause 7.0. The envelope should clearly indicate whether the modification is for the Technical bid or for the Price bid. No bid modifications notice by Telex/Grams/Fax shall be entertained by the Owner.
- 9.3 No bid shall be modified in any manner, whatsoever subsequent to the deadline for submission of bids.
- 9.4 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Form. Withdrawal/modification of a bid during this interval may result in the Bidder’s forfeiture of its bid security.

## 10.0 Bid Security/EMD

- 10.1 The bidder shall furnish, as a part of its bid, EMD/ Bid Security for an amount **Rs. 3400.00** to be paid as under:
- a) In the form of FDR/ CDR/Bank Guarantee duly pledged in favour of **Executive Engineer, O&M Civil Division, PTCUL, 220 KV S/S Kamluaganja, Haldwani, payable at Haldwani. FDRs/ CDRs shall be in favour of "Executive Engineer, O&M Civil Division, PTCUL, 220 KV S/S Kamluaganja, Haldwani, payable at Haldwani A/c Name of the firm"**. The cuttings/ overwriting and the statements added later on should be attested by the bank authority issuing the FDRs/CDRs. The EMDs not prepared in the manner mentioned above shall be treated as improper and no claim what so ever shall be entertained.
  - b) Validity Period –The bids offered should be valid for a minimum period of 120 days from the date of opening of Technical bid and validity of bid security will be for period of 45 days beyond the final bid validity period.
- 10.2 The bid security is required to protect the owner against the risk of Bidder's conduct, which would warrant the guarantee forfeiture, pursuant to relevant paras elsewhere. The bid guarantee shall be made payable to the Owner without any condition whatsoever.
- 10.3 Any bid not secured in accordance with Para 10.1 above will be rejected by the Owner as non-responsive. No exemptions are made in the furnishing of the security.
- 10.4 Unsuccessful Bidder's Bid Security/ EMD will be returned /refunded on finalization of tender & 30 days after the award of the contract.
- 10.5 The successful bidder's bid security/ EMD will be discharge upon premising the contract performance guarantee / Security deposit for a value equal to 10% of the value of the contract.
- 10.6 The bid guarantee may be forfeited:
- a) If a Bidder withdraws its bid during the period of bid validity specified by the bidder on the bid Form.
  - b) If a bidder refuses to accept the contract or fails to commence the works within thirty days of letter of award of contract).
- 11). Any tenderer closely related to any officer of the Power Transmission Corporation of Uttarakhand Ltd., connected with the supervision and control of the construction of above work, is not permitted to tender. The Tenderer/contractor shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives of any officer in the P.T.C.U.L. Any breach of this condition by the contractor would render his tender liable to be summarily rejected and if the work would be in progress, the contract to be rescinded. In either event no claim whatsoever may be allowed to the Tenderer/contractor.
- 12). The Corporation does not bind himself to accept the lowest or any tender and reserves the right to accept or reject any or all the tenders, either in whole or in part without assigning any reasons for doing so.
- 13). The cost of downloaded Tender document must be submitted along with the offer. In case the contractor attends the pre-bid conference, the referred cost shall be submitted by him with PTCUL before attending the pre-bid conference and the receipt of the same shall be submitted by him in Part-I of the offer.
- 14). The system facilitates the tenders to download and use the Tender Documents for the purpose of submitting the bids. However, it will be the responsibility of prospective bidders to ensure the use of complete Tender Document. The incomplete bid will not be accepted in any case and in such events the tender will be summarily rejected.

- 15). The Tender document should be submitted duly signed on each page and in original even in case the document has been downloaded by the tenderer. Photocopy of the downloaded tender document will not be accepted in any case and in such events the tender will be summarily rejected.
- 16). a) Each page of the tender is required to be signed by the person or persons submitting the tender in token of his/their having acquainted himself/themselves with the General Conditions of Contract, Specification, Special Conditions, etc. as laid down. Any tender with any of the documents not so signed will be rejected. This also applies in respect of limited and private limited companies.  
  
b) The tender submitted on behalf of a firm shall be signed by all the partners of the firm or by a partner who has the necessary legal authority on behalf of the firm to enter into proposed contract, otherwise the tender is liable to be rejected.
- 17). All erasures and alterations made while filling the tender must be attested by initial of the Tenderer. Overwriting of figures is not permissible; failure to comply with either of these conditions will render the tender void. No advice of any change in rate or conditions after opening of tender will be entertained.
- 18). Tender shall remain Valid for a period of 120 days from the date of opening of the tender. If any Tenderer withdraws his tender before the said period or makes any modification in the item rates, terms and conditions of the tender which are not acceptable to the Corporation, then the Corporation shall, without prejudice to any right or remedy, be at liberty to forfeit the said earnest money.
- 19). The Contractor shall arrange his own tools and plants required for proper completion of the work.
- 20). All rates shall be quoted at the appropriate space. The tenderer should quote single percentage above or below all items of work, in case it is not quoted at par, and should strike off the condition not applicable, failing which tender shall not be considered. In case item rates are asked, the rates shall be written neatly both in digits as well as in words.
- 21). The work can be divided between two or more tenderers, for which no claim shall be entertained.
- 22). The tenderer must obtain for himself on his own responsibility and at his own expense all the information which may be necessary for the purpose of making a tender and for entering into a contract and must examine the drawings and must consider and inspect the site of work and acquaint himself with all local conditions, means of access to the work, nature of the work and all matters pertaining there to and influencing its rates for the work.
- 23). The rates quoted in the tender shall include all charges for double scaffoldings, entering materials, water and meter charges, electric charges, temporary plumbing, cost of materials, hire for any tools and plants, sheds for materials, marking out and clearing of site, watering concrete etc. as mentioned in the specifications. The rates quoted shall be deemed to be for the finished work, Tenderer must include in his rates royalty, VAT, sales tax, excise duty, octroi and any other tax and duty, or other levy levied by the Central Government or any State Government or local authority, if applicable. No claim in respect of royalty, VAT, trade tax, excise duty, octroi or other tax, duty or levy shall be entertained by the Corporation.

- 23) (b) Service tax as applicable shall be reimbursed to the contractors on production of documentary proof.
- 24). Tendered rates shall include all taxes and levies payable under the respective statutes, Provided that the Corporation shall recover and remit to the respective tax authority the amount of income-tax and turn-over tax, the latter levied under prevailing rules of VAT/Sales-tax and Income Tax. The Corporation will give a certificate to the contractor specifying the amount and type of tax so recovered and the contractor will be free to claim any refund due to him from the concerned tax authority after satisfying the said authority about his actual liability in respect of such a tax, provided further that the tender rates are specifically inclusive of the levy of turn-over tax and the contractor shall not be entitled to any claim, benefit or relief, if at any later stage such a levy ceases to be leviable for any reason whatsoever including its withdrawal or its setting aside by the decree of a court of law or if the contractor obtains a stay against the recovery thereof. Notwithstanding any such causation, withdrawal, setting aside or a stay against such levy, the corporation will reduce the amount of contractor's running/final bill by a corresponding amount and pay him only the net sum so arrived at. Provided still further that in any of the above eventualities if the amount recovered has been remitted to the respective tax authority for turn-over tax, the refund of the amount so remitted shall be claimed exclusively by the corporation and the contractor shall not have any claim whatsoever thereon.
- 25). The calculations made by the tenderer should be based upon probable quantities of the several items of work which are furnished for the tenderer's convenience in the schedule of probable quantities but it must be clearly understood that the contract is not a lump sum contract, that neither the probable quantities nor the value of the individual items nor the aggregate value of the entire tender will form part of the contract and that the Corporation does not in any way assure the tenderer or guarantee that the said probable quantities are correct or that the work would correspond thereto.
- 26). Canvassing in connection with tenders is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable to rejection.

## **27. Opening of bids by owner**

- 27.1 The Owner will open the bids in the presence of Bidder's representatives who choose to attend on the date and time mentioned for opening of bids in the Invitation to Bid or in case any extension has been given thereto, on the extended bid opening date and time notified to all the Bidders who have downloaded and submitted the bidding document. The Bidder's representatives who are present shall sign a register evidencing their attendance.
- 27.2 The Bidder's names, Technical modifications, Bid withdrawal and such other details as the Owner, at his discretion may consider appropriate, will be announced in the Technical Bid Opening.
- 27.3 The price bids of all the "Techno-Commercial" Responsive Bidders shall be opened in the presence of representatives (up to two per firm) of such bidders who choose to be present. The date & time of opening the Price Bid shall be intimated to all such qualified bidders in advance if found appropriate after evaluation of Technical bids.
- 27.4 The Bidder's name, lumpsum Bid Price, all discounts if any, modification in the Price Bid and any such other details as the Owner, at his discretion, may consider appropriate, will be announced/furnished in the Price Bid Opening.

27.5 No electronic recording/transmitting devices will be permitted during Bid opening.

## **28.0 Purpose of Evaluation of Bids**

28.1 The Bids received/accepted/opened will be evaluated by the Owner to ascertain the technical responsiveness of the bid for the complete scope of the proposal, as covered under these specifications and documents. All technically responsive bids shall then be examined to determine the LOWEST EVALUATED COMMERCIALY AND TECHNICALLY RESPONSIVE BIDS.

## **29.0 Policy for Bids under consideration**

29.1 Bids shall be deemed to be under consideration immediately after opening of Technical Bid and until such time official intimation of award/rejection is made by the Owner to the Bidders. While the Bids are under consideration, Bidders and/or their representatives and other interested parties are advised to refrain from contacting by any means, the owner and/or his employee's representatives on the matters related to Bids under consideration.

29.2 Clarification of Bids

To assist in the examination evaluation and comparison of Bids the owner may on his own, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing and no change in the price or substance of the bid shall be sought, offered or permitted.

## **30.0 Signing of Contract**

30.1 After the Owner notifies the successful Bidder that his bid has been accepted, which shall be confirmed by the bidder as accepted, the owner will send the Bidder the letter of Award, incorporation all agreements between the parties.

30.2 Within 15 days of receipt of the letter of Award, the successful bidder shall sign the same with date and return it to the Owner, & execute the contract.

## **31.0 Completion Period:**

Covered scope of entire work under this tender shall be completed within **02 months** from the date of start.

## **32.0 Guarantee Period/ Maintenance Period:**

Total material supplied and work executed shall be covered under guarantee period against any defect in materials, poor workmanship and defect/ wrong design etc. for a period of Six months from the date of completion of work.

**33.0** The successful tenderer is bound to carry out all extra items of work necessary for the completion of job even though such items are not included in the quantities and rates. Schedule and instruction in respect of such additional extra items and their quantities will be issued in writing by the Corporation/Architect.

**34.0** If the Headquarters of the successful tenderer is elsewhere than the place of work, he shall have a duly authorised agent at the place of work right from the commencement of the work until the building is occupied by the corporation. Such agent shall be authorised to act on behalf of the successful tenderer to accept service of notice of contract and to agree to extras, omissions and varied item of work and rates for the same. Such agent shall maintain on his staff a qualified engineer as per conditions of the contract and approved by the Corporation and such office

personnel as may be required for the efficient execution of work. Any notice under the contract shall be deemed to have been served on the successful tenderer if served upon such agent or sent by registered letter to his address. Such agent shall not be changed and shall not leave during the duration of contract, unless the consent of the corporation shall have been previously obtained. If the Corporation shall order the tenderer to carry out any rectification under the terms of the contract after the work is completed, the successful tenderer shall have the same or another duly authorised agent while such rectification's are being carried out.

**35.0** The successful tenderer to whom work will be awarded must associate himself with specialised agencies of sanitary and water supply installation, water proofing work, electrification work & anti-termite treatment work.

**36.0** The Tenderer shall also submit alongwith his tender a list mentioning the names of manufacturers of specialised items, which he proposes to use in the work if his tender is accepted.

## GENERAL CONDITIONS OF CONTRACT

1. The contract means the documents forming the tender and acceptance there of and the formal agreement executed between the Engineer on behalf of the Managing Director, Power Transmission Corporation of Uttarakhand Ltd. and the Contractor, together with the documents referred to therein, including these conditions, the specifications, designs, drawings and instructions issued from time to time by the Engineer-in-Charge and all these documents taken together shall be deemed to form one contract and shall be complimentary to another.
2. In the contract the following expressions shall, unless the context otherwise requires, have the meanings herewith respectively assigned to them,
  - a) The "Corporation" shall mean the Power Transmission Corporation of Uttarakhand Ltd. with its headquarter office at Dehradun.
  - b) The 'Managing Director' shall mean the M.D. of Power Transmission Corporation of Uttarakhand Ltd. , Dehradun or his successor's or his assignee.
  - c) The 'General Manager' shall mean the Chief Engineer/Head Civil Engineering with whom the administrative/technical control of the work has been vested by the Corporation.
  - d) The 'Contractor' shall mean the individual or firm or company whether incorporated or not, undertaking the works and shall include the legal representatives of such individual or the persons constituting such firm or company or the successors of the such firm or company and the permitted assignee of such individual or firm or company.
  - e) The 'Works' or 'work' shall, unless there is something either in the subject or context repugnant to such constructions shall be constructed and taken to mean the works by or by virtue of the contract to be executed, whether temporarily or permanent, and whether original, altered, substituted or additional.
  - f) The 'Site' shall mean the land or other places or into or through which work is to be executed under the contract or any adjacent land, path or street, through which work is to be executed under the contract or any adjacent land, path or street which may be allotted or used for the purpose of carrying out the contract.
  - g) Engineer of the Contract :  
'Engineer of the Contract' shall mean the Superintending Engineer/ Executive Engineer placing the order for the work with the Contractor and who signs the contract agreement and who has been inherently vested with such powers by Corporation in this behalf and shall act as Engineer for the purpose of the contract.
  - h) The 'Engineer-in-Charge' shall mean the Superintending Engineer or the Executive engineer or the Assistant Engineer, as the case may be who has been authorised in writing to supervise the work and be in-charge of the work.
  - i) The 'Department' shall mean the Power Transmission Corporation of Uttarakhand Ltd.
  - j) The 'estimated cost' shall mean the cost of work or works as estimated on the basis of the Scheduled Rates in force.
  - k) Tender Documents :  
The 'Tender documents' shall include conditions of tendering, special and general conditions of contract, technical specifications, schedule of items, tender drawings and addenda, if any to any or all these documents. These documents are complimentary and any work called for by one is as binding upon the parties as if called for by all. They are intended to comprise everything necessary for complete execution of work even through specific reference may not be made to all details of labour and material required.
  - l) Tenderer :  
The party or parties submitting an offer for executing the work covered by the tender documents :

- m) Tender Drawings:  
The term 'Tender drawings' refer to the drawings made part of the tender drawings.
- n) Detailed drawings :  
This shall mean the drawings prepared for the purpose of clarifying the work, furnished from time to time or approved in writing by the competent engineer.
- o) Month :  
Month shall mean the calendar month.
- p) Letter of Intent :  
The letter of intent shall mean the letter conveying the acceptance of the tender subject to such reservations as may have been stated therein.
- q) Writing :  
Writing shall include any manuscript typewritten or printed statement, sketches or drawings to convey information or instructions, under or over the signature or seal as the case may be. Words Imparting singular only shall also include the plural and vice versa where the context requires.
- r) Terms of Approval, Judgment or Directions :  
When the words approved, subject to approval, satisfactory, equal to, as directed, where directed, when directed, determined by, accepted, permitted etc. are used, the approval, judgment, directions, etc. implied is understood to be a function of the Engineer and/or the Engineer-in-charge and shall have the same effect as if performed by the Corporation.
- s) Manufacturer :  
The Term 'Manufacturer', used therein refers to the party proposing to design and/or manufacture the equipment and material as specified, complete or in part.
- t) Plant, Equipment, Work or Works:  
'Plant', 'Equipment', 'Stores', 'Work' or 'Works' and 'Factory' shall mean and include plant and materials to be provided and work to be done by the contractor under the Contract.
- u) Constructional Plant:  
Constructional plant shall mean all appliances or things of whatsoever nature required or about the execution, completion, or maintenance of the works or temporary works but does not include materials or other things intended to form or forming part of the permanent work.
- v) Temporary Work:  
Temporary works shall mean all temporary works of every kind required or about the execution. Completion or maintenance of the work.

Words implying the singular number include the plural number and vice versa.

## SECURITY DEPOSIT

### Clause 1 :

The contractor shall have to initially deposit 3 % security of the tendered amount of work before entering into the contract. The earnest money already deposited shall be adjusted in this initial security deposit.

Subsequently during execution of the work security @ 10% of the cost of work shall be deducted from running bills till total amount of security deducted including initial security reaches a value of 10% of the contract value.

The successful bidder may also pay an amount equivalent to 10% of the value of the order as a performance guarantee cum security deposit for satisfactory execution of the contract and as performance guarantee. Such performance guarantee cum Security Deposit will be payable in the form of Bank guarantee/FDR/CDR. Bank guarantees from Scheduled/ Nationalized Banks will be acceptable. The Bank Guarantees should be in favour of **Executive Engineer, O&M Civil Division, PTCUL, 220 KV S/S Kamluaganja, Haldwani**, in the prescribed Performa on Non-Judicial stamp paper based on stamp duty act of the state. It should have clear one time validity till 90 days beyond the actual date of successful completion of guarantee period as may be required as per contract. Bank Guarantee for interim period will not be allowed. If by any reason the contract period is extended, then contractor should undertake to renew the Bank Guarantee at least one month before the expiry of the validity failing which PTCUL will be at liberty to redeem the same, without entering into any correspondence in the matter.

No interest will be allowed on amount of performance guarantee cum security deposit.

The successful bidder's bid security/ EMD/initial security will be discharged upon furnishing the contract performance guarantee/ Security deposit for a value equal to 10% of the value of the contract.

The security deposit is for the performance of contract and the same is liable to be forfeited by the Corporation in event of non fulfillment of the term and conditions of this contract by the contractor.

Corporate Guarantees are not admissible.

The amount of the Security money shall, if not withheld on account of breach of contract, be refunded after six months of the date of completion of the work or after payment of the final bill whichever is later or as decided by the Engineer of the contract.

Provided that in case the payment of the final bill is not made within six months of the completion of the work 50% of the amount of the Security money can be refunded with the prior approval of the authority next higher to the Engineer of the Contract on behalf of the Corporation when final measurements of work are taken and work approved by the Engineer of the Contract.

All compensations or other sums of money payable by the Contractor to Corporation under the terms of contract shall be deducted from or paid by the sale of a sufficient part of his security deposit or from the interest arising there from or from any sums which may be due or may become due to the Corporation on any account whatsoever and in the event of his security deposit being reduced by reason of any such deduction or sale as aforesaid, the Contractor shall within ten days thereafter make good in cash as aforesaid any sum of sums which may have been deducted or raised by sale of his security deposit or any part thereof.

## **COMPENSATION FOR DELAY AND DATE OF START**

**Clause 2 :** The time allowed for carrying out the work as entered the tender shall be strictly observed by the Contractor and shall be reckoned from the date of start on which the order to commence work is given to the Contractor. The date of start shall be given by Engineer of the Contract within a reasonable time which will ordinarily be 15 days in case of minor works and one month in case of major works from the date of issue of letter of intent accepting the tender. Any failure on the part of the Corporation in making order for commencement of work within reasonable time will not be considered as breach of Contract. If the Contractor commits default in commencing the execution of the work as aforesaid, Corporation shall, without prejudice to any other right or remedy, be at liberty to forfeit the earnest money absolutely. The work shall throughout the stipulated period of the Contract be proceeded with all due diligence (time being deemed to the essence of the Contract) on the part of Contractor, and the Contractor shall pay as compensation an amount equal to half percent or such smaller amount as the Engineer of the Contractor on behalf of the Corporation (whose decision in writing shall be final) may decide on the amount of the estimated cost of the whole work shown by the tender FOR EVERY day that the work remains uncompleted or unfinished after the proper date\*\* And further, to ensure good progress during the execution of the work, the Contractor shall be bound in all cases in which the time allowed for any work exceeds one month to complete one fourth the value of the whole work within - ...months from the date of written order to commence the work : one half of the value of the work within- ...months from such date, and three fourth the value of the work within- months from such date. In the event of the Contractor failing to comply with this condition he shall be liable to pay as compensation an amount equal to half percent, or such smaller amount as the Engineer of the Contract (whose decision in writing shall be final) may decide on the said estimated cost of the whole work for every week that the due quantity of work remains incomplete, Provided that before taking action under this clause the Engineer of the Contract, shall give a notice of 15 days in writing to the Contractor and provided always that the entire amount of compensation to be paid under the provisions of this clause shall not exceed the maximum amount of security as specified in clause 1 above i.e. 10% of the estimated cost of the work.

## **ACTION WHEN WHOLE OF SECURITY DEPOSIT IS FORFEITED**

### **Clause 3 :**

- (1) The Engineer of the Contract or the Engineer-in-charge shall have the power to determine the contract in any of the following cases.
  - a) If the Contractor having been given by the Engineer of the Contract a notice in writing (which notice under the hand of the Engineer-in-charge or communicated through the Sub-Divisional Officer/Assistant Engineer shall be conclusive evidence) to rectify, reconstruct, or replace any defective work, or any work damaged by any reason whatsoever, or that the work is being performed in any inefficient manner or otherwise improper or unworkman like manner shall omit to comply with the requirements on such notice for a period of seven days of such notice or if the Contractor shall delay or suspend the execution of the work so that either in the judgment of the Engineer-in-charge (which shall be final and binding) he will be unable to secure completion of the work by the date of completion or he has already failed to complete the work by that date.
  - b) If the contractor being a company shall pass a resolution or the Court shall make an order that the Company shall be wound up, or if a Receiver or a Manager on behalf of creditor shall be appointed, or if circumstances shall arise which entitle the Court or creditor to appoint a Receiver or Manager, or which entitle the Court to make a winding up order.
  - c) If the Contractor commits breach of any of the terms and conditions of this contract other than those mentioned in Sub-Clause (a) above.
  - d) If the contractor commits any act mentioned in clause (2) hereof.
- (2) When the Contractor has made himself liable for action under any of the cases aforesaid the Engineer of the contract or the Engineer-in-charge shall have right to adopt any one or more of following courses as he may deem best suited to the interest of Corporation besides such other rights which may be available under provisions of law.
  - i) To determine or rescind the contract as aforesaid of which termination or rescission notice in writing to the Contractor under the hand of the Engineer-in-charge or communicated through the Sub-Divisional Officer/ Assistant Engineer, shall be conclusive evidence). Upon such determination or rescission the security deposit of the Contractor shall be liable to be forfeited and shall be absolutely at the disposal of the Corporation.
  - ii) To employ labour paid by the Department and to supply materials to carry out the work or any part of the work debiting the Contractor with the cost of the labour and the price of the materials (of the amount of which cost and price the certificate under the hand of the Engineer-in-Charge, or communicate through the Sub-Divisional Officer/Assistant Engineer shall be final and conclusive against the Contractor) and crediting him with the value of the work done in all respects in the same manner and the same rates as if it had been carried out by the Contractor under the terms of his contract. The certificate of the Engineer-in-charge as to the value of the work done shall be final and conclusive against the contractor, provided always that action under this sub-clause shall only be taken after giving notice in writing to the contractor Provided also that if the expenses incurred by the department are less than the amount payable to the contractor at this agreement rates, the difference shall not be paid to the contractor.
  - iii) After giving notice to the contractor to measure up the work of the contractor and to take such part thereof as shall be unexecuted out of his hands and to give it to another contractor to complete, in which case any expenses which may be incurred in excess of the sum which would have been paid to the original contractor if the whole had been executed by him (of the amount which exceeds the certificate in writing of the Engineer-in-charge shall be final and conclusive) shall be borne and paid by the original contractor and may be deducted from any money due to him by the corporation under this contract or from any other account whatsoever or from his security deposit, or the proceeds of sales thereof or a sufficient part thereof as the case may be.
- (3). In the event of any one or more of the courses mentioned in sub-clause (2) above being adopted by the Engineer-in-Charge, the contractor shall have no claim to compensation for any loss sustained by reason of his having purchased or procured any materials or entered into his any engagements or made any advances on account of with a view to the execution of the work or the performances of the contract and in case action is taken under any of the provisions aforesaid, the contractor shall not be entitled to recover or be paid any sum for any work thereof actually performed under this contract unless and until the Engineer-in-Charge has certified in writing the performance of such work and the value payable in respect thereof and he shall only be entitled to be paid the value so certified.

## **CONTRACTORS REMAINS LIABLE TO PAY COMPENSATION IF ACTION NOT TAKEN UNDER CLAUSE-3**

**Clause 4 :** In any case in which any of the powers conferred upon the engineer of the Contract on behalf of the Corporation or the Engineer-in-Charge by clause 3 hereof shall have become exercisable and the same are not exercised the non-exercised thereof, shall not constitute waiver of any of the constitutions hereof, and such power shall notwithstanding be exercisable in the event of any future case of default by the Contractor for which by any clause or clauses hereof he is declared liable to pay compensation and liability of Contractor for past and future compensation shall remain unaffected. In the event of the Engineer-in-Charge putting in force all or any of the power vested in him under preceding clause; the Engineer-in-Charge may, if he so desires take possession of all or any tools, plants, materials or any stores in or upon the works or the site thereof or belonging to the contractor or procured by him and intended to be used for the execution of the work or any part thereof paying or allowing for the same in account, at the contract rate or in the case of these not being applicable, at the current market rates to be certified by the Engineer-in-Charge whose certificate shall be final, otherwise the Engineer in charge may by notice in writing to the Contractor, or other authorised agents require him to remove such tools, plants, materials or stores from the premises (within a time to be specified in such notice) and in the event of the Contractor failing to comply with any such requirement, the Engineer-in-Charge may remove at the contractor's expense or shall remove them by auction or private sale on the account of the contractor and at his risks in all respects, and the certificate of the Engineer-in-charge as to the expense of any such removal and the amount of the proceeds and expense of any sale shall be final and conclusive against the contractor.

### **EXTENSION OF TIME**

**Clause 5 :** If the contractor desires an extension of time for completion of the work, he shall apply in writing to the Engineer of the Contract through the Engineer-in-Charge and a copy thereof is sent to the Superintending Engineer under registered cover within 90 days of the date of the hindrance on account of which he desires such extension as aforesaid and the Superintending Engineer, shall in his opinion (which shall be final) reasonable grounds be shown thereof, authorise such extension of time within 3 months from the date of submission of application, for the extension of time should be limited to safeguard the interest at completion of the work provided always that if the contractor continues to perform the work beyond the date of completion or the extended date as the case may be, without obtaining approval for extension as aforesaid, the right of the corporation to claim compensation under clause 3 shall not be deemed to have been waived.

### **FINAL CERTIFICATE**

**Clause 6 :** On completion of work the Contractor shall send a registered notice to the Engineer-in-Charge giving the date of completion and sending a copy of it to the Engineer of the Contract and shall request to the Engineer-in-Charge to give him a certificate of completion but no such certificate shall be given, nor shall the work be considered to be complete until the contractor shall have removed from the site on which the work has been executed, all scaffolding, surplus material and rubbish and cleared of the dirt from all wood work, door, windows, walls, floor or other parts of any building in upon or about which the work is to be executed or of which he may have possession for the purpose of the execution, thereof and he has filled up the pits. If the contractor fails to comply with the requirements of this clause as to removal of the scaffolding, surplus materials and rubbish and cleaning of dirt and filling of pits on or before the date fixed for completion of the work, the Engineer-in-charge may at the expense of the contractor remove such scaffolding, surplus materials, and the rubbish and dispose of the same as he thinks fit, and clear of such dirt and fills the pits as aforesaid, and the contractor shall forthwith pay the amount of such or all expenses so incurred and shall have no claim in respect of such scaffolding or surplus materials as aforesaid except for any sum actually released by the sale thereof on completion, the work shall be measured by the Engineer-in-charge himself or through his subordinate whose measurements shall be binding and conclusive against the Contractor, provided that if subsequent to the taking of the measurements by the subordinates as aforesaid the Engineer-in-charge has reason to believe that the measurements taken by the subordinates are not correct, the Engineer-in-charge shall have the power to cancel the measurements already taken by the subordinates and acknowledged by the contractor and to take measurements again after giving reasonable notice to the contractor and such measurements shall be binding on the contractor. Delete which ever is not applicable (10 days apply to work as the headquarters of Engineer-in-charge and 30 days for works at other places).

After receipt of notice the Engineer-in-charge shall inspect the work and if apparently there is no defect on the face of the work give the contractor a certificate of completion. If the Engineer-in-charge finds that the work is fully completed, it shall be mentioned in the certificate so granted. If on the other hand, it is found that there are certain defects to be removed, the certificate to be granted by Engineer-in-charge shall specifically mention the details of defect alongwith the estimate of the cost for removing these defect. The final certificate or completion of work shall be given after the defects pointed out have been removed.

## **PAYMENT ON INTERMEDIATE CERTIFICATE TO BE REGARDED AS ADVANCES**

**Clause 7 :** No payment shall be made for works estimated to cost less than Rs. 10000 till after the whole of the works shall have been completed and a certificate of completion is given. But in case of work estimated to cost more than Rs. 10000 the contractor shall on submitting the bill thereof be entitled to receive a monthly payment proportionately to be part thereof, then approved and passed by the Engineer-in-Charge, who certificate of such approval and passing of the sum so payable shall be final and conclusive against the contractor. But all such intermediate payment shall be regarded as payments for works actually done and completed and shall not preclude the removing of bad, unsound and imperfect or unskilled work to be removed and taken away and reconstructed or re erected or it shall not be considered as an admission of the due performance of the contract or any part whereof in any respect of accruing any claim, nor shall it determine or affect in any way the powers of the Engineer-in-charge under these conditions or any of them as to the final settlement and adjustment of the account or otherwise or in any other way vary or affect the contract.

The final bill shall be submitted by the contractor within one month of the date fixed for completion of the work or the date of certificate furnished by the Engineer-in-charge and shall be made within 3 months of the submission of such bills if the amount of the contract plus that of the additional item is approved upto Rs. 2.00 lacs and six months if the same exceeds Rs. 2.00 lacs. If there shall be any dispute about any item of the work then the disputed item or items only shall be paid within the said period of three months of six months as the case may be. The contractor shall submit a list of disputed items within 30 days from the disallowance thereof and if he fails to do so, claim shall be deemed to have been duly waived and absolutely extinguished.

### **BILL TO BE SUBMITTED MONTHLY**

**Clause 8 :** A bill shall be submitted by the contractor each month on or before the date fixed by the Engineer-in-charge for all the works executed in the previous month and Engineer-in-charge shall take or cause to be taken the requisite measurement for the purpose of having the same verified, and the claim, as far as admissible, adjusted, if possible before the expiry of 10 days from the presentation of the bill. If the contractor does not submit the bill within the time fixed aforesaid, the Engineer-in-charge may get the said work measured up in the presence of the contractor, whose counter signature to the measurements list will be sufficient warrant and the Engineer-in-charge may prepare bill from such list which shall be binding on the contractor in all respects.

### **CONTRACTOR TO BE GIVEN A WEEK TO FILE OBJECTION TO THE MEASUREMENTS RECORDED BY THE DEPARTMENT**

**Clause 9 :** Before taking any measurement of any work as has been referred to in clause 6, 7 & 8 hereof, the Engineer-in-charge or a subordinate deputed by him shall give reasonable notice to the Contractor. If the Contractor fails to remain present at the time of measurement after such notice or fails to countersign or to record the difference within a week from the date of measurement in the manner required by the Engineer-in-charge then and in any event the measurements taken by the Engineer-in-charge or by the subordinate deputed by him as the case may be, shall not withstanding the provision in clause 8 be final and binding on the Contractor and the Contractor shall have no right to dispute the same.

### **BILLS TO BE ON PRINTED FORMS**

**Clause 10 :** The contractor shall submit all bills on the printed forms to be had on application at the office of the Engineer in charge and the charges in the bill shall always be entered at the rates specified in the tender or in the case of any extra work ordered in pursuance of these conditions and not mentioned or provided for in the tender at the rates hereinafter provided for such work.

### **STORES SUPPLIED BY THE CORPORATION**

**Clause 11 :** If the specification of estimate of the work provides for the use of any special description materials to be supplied from the Engineer in charge's store, or if it is required that the contractor shall use certain stores to be provided by the Engineer-in-charge (such material and stores and the prices to be charged thereof as hereinafter mentioned being so far as practicable for convenience of the contractor, but not so as in any way to control the meaning or effect of this contract, specified in the schedule or memorandum here to annexed) the contractor shall be supplied with such material and stores as are required from time to time to be used by him for the purpose of the contract only, and the value of the full quantity of materials and stores so supplied at the rates specified in the said schedule or memorandum may be set off or deducted from any sums then due, or thereafter to become to the contractor under the contract or otherwise or against or from the security deposit or the proceeds of sale thereof, if the same is held in government securities, the same or a sufficient portion thereof being in this case sold for the purpose. It shall be the responsibility of the contractor to ascertain from time to time from the Engineer in charge about the position of the availability of the materials as aforementioned and any delay on the part of the Engineer in charge to arrange supplies of the same shall not entitle the

contractor to any compensation but in the event of all such delays the contractor may be granted reasonable extension of time.

**Clause 11 (a) :** All materials supplied by the Corporation to the Contractor for incorporation or fixing in works shall remain the absolute property of the corporation and shall not on any account be removed from the site of the work except with the written permission of the Engineer-in-charge and shall be at all times open for inspection by the Engineer-in-charge.

**Clause 11 (b) :** The material issued to the contractor by the Corporation will remain under custodial possession of the contractor during the execution of works as a trustee and title on the same will remain with the Corporation.

**Clause 11 (c) :** The contractor will be responsible for loss or damage to such materials and shall preserve them in good working condition as required for the contract and good construction practices.

**Clause 11 (d) :** All such materials remaining unused at the time of completion or determination of contract shall be returned to the Engineer in charge at a place directed by him and if the contractor is required to deliver such material at a place other than the place of issue, he shall do, so and the transportation charges from the site to such place shall be borne by the Corporation. If on completion of work the Contractor fails to return surplus/unused material out of those supplied by the corporation then in addition to any liability shall require him to pay within a fortnight for such unreturned surplus material double the issue rate, failing which it shall be deducted from the contractor's bill.

### **WORK TO BE EXECUTED IN ACCORDANCE WITH SPECIFICATION DRAWINGS, ORDERS ETC.**

**Clause 12 :** The contractor shall execute the whole and every part of the work in the most substantial and workmanlike manner and both as regards materials and otherwise in every respect in strict accordance with the specifications. The Contractor shall also confirm exactly fully and faithfully to designs, drawings and instructions in writing relating to the work signed by the Engineer-in-charge and lodged in his office and to which the Contractor shall be entitled to have access for the purpose of inspection during office hours and the Contractor shall be furnished free of charge one copy of the specifications and of all such designs drawing and instructions as are not included in detailed Specifications for buildings and roads enforced from time to time or any other printed publications or general specifications referred to else where in the contract.

### **ALTERATIONS IN SPECIFICATION AND DESIGNS, DO NOT INVALIDATE CONTRACT**

**Clause 13 :** The Engineer-in-charge shall have power to make any alteration and omissions from additions to or substitutions for the original Specifications, Drawings designs and instructions that may appear to him to be necessary during the progress of work and Contractor shall carry out work in accordance with any instructions which may be given to him in writing, signed by the Engineer in charge and such alterations, omissions, additions or substitution, shall not invalidate the contract and any altered additional or substituted work which the Contractor may be directed to do in the manner above specified as part of the work shall be carried out by the Contractor on the same conditions in all respects on which he agreed to do the main work.

### **EXTENSION OF TIME IN CONSEQUENCE OF ALTERATIONS**

The time for the completion of the work shall be extended in the proportion that the altered, additional, or substituted work bears to the original contract work and the certificate of the Engineer-in-charge shall be conclusive as to such proportion.

### **EXTRA-ITEMS**

The rates for such additional, altered or substituted work under this clause shall be worked out in accordance with the following provisions in their respective order.

- i) If the rates for the additional altered or substituted work are specified in the contract for the work, the Contractor is bound to carry out the additional, altered, or substituted work at the same rates as are specified in the contract for the work.
- ii) If the rates for the additions altered or substituted work are not specifically provided in the contract for the work the rates will be determined according to the rates for similar class of work as are specified in the contract for the work.
- iii) If the altered, additional or substituted work includes any work for which no rates are specified in the contract for the work or can not be ascertained from similar item of work in the contract then such work shall be carried out at the rates entered in the CPWD./ UKPWD Schedule off Rates for area minus or plus percentage which the total tendered amount bears in the estimated cost of entire work put to tender.

- iv) If the rates for the altered, additional or substituted work can not be determined in the manner specified in Sub-clauses (i) to (iii) above, then the rates for such work be worked out on the basis of CPWD/UKPWD Schedule of Rates of the area specified above minus or plus the percentage which the total tendered amount bears to the estimated cost of the entire work put to tender provided always that if the rate for such part or parts of the item is not in the Schedule of Rates, the rates for particular part or parts will be determined by the Superintending Engineer on behalf of the Corporation on the basis of the prevailing market rates when the work was done.

If the rates for the altered additional or substituted work can not be determined in the manner specified in sub clause (i) to (iv) above then the Contractor shall within 7 days of the date of receipt of order to carry out the work, inform the Engineer of the Contract of the rate which it is his intention to charge for such class of work, supported by analysis of the rate or claimed and the Superintending Engineer shall determine the rate or rates on the basis of the prevailing market rates and pay the Contractor accordingly. However the Engineer of the Contract, by notice in writing, will be at liberty to cancel his order to carry out such class of work and arrange to carry it out in such manner as he may consider advisable. But under no circumstances, the Contractor shall suspend the work on the plea of non-settlement of rates of items, falling under this clause.

The rates under sub-clause (i), (ii) and (iii) shall be worked out by the Engineer of the Contract subject to, he approval of Superintending Engineer invariably.

### **IMPORTANT**

No extra items shall be executed/started by the Contractor without written permission and decision of rates failing which the Contractor shall be responsible for any expenditure incurred or risk involved. As such the Contractor is strictly prohibited to start extra-items without written permission and decision of rates by Superintending Engineer. All extra items shall be submitted to Superintending Engineer through Engineer-in-charge/Engineer of the Contract under registered cover and Superintending Engineer's decision in this matter shall be final. Any violation of this Clause will mean breach of the Contract.

### **NO COMPENSATION FOR ALTERATION IN OR RESTRICTION OF WORK TO BE CARRIED OUT**

**Clause 14 :** If at any time after the commencement of the work the Engineer of the contract on behalf of Corporation shall for reason whatsoever not require the whole work thereof as specified in the tender to be carried out, the Engineer-in-charge shall give notice in writing of the fact to the Contractor who shall have no claim to any payment or compensation whatsoever on account of any profit or advantages, which he might have derived from the execution of the work in full, but which he did not derive in consequence of the full amount of the work not have been carried out, neither shall he have any claim for compensation by reason of any alterations having been made in the original specifications, drawings, designs and instructions which shall involve any curtailment of the work as originally contemplated nor shall he have any claim to compensation by reason of his having purchased or procured materials with a view to the execution of the work or the performance of the Contract. But the Engineer-in-Charge shall have the option to take over the materials at site, if of approved quality and not in excess of the requirements of the work and to pay to the Contractor the actual cost thereof (of the amount of which cost certificate by the Engineer-in-charge shall be binding on the Contractor). In the event of this option not being exercised, the Contractor may submit to the Engineer-in-charge within one month of date of the order closing down the work a detailed statement of the loss that he estimates he will sustain by removing selling, or otherwise disposing off the materials. The estimate will be forwarded to the General Manager who will decide what sum, if any should as a matter of grace be paid to the Contractor to compensate him for the loss suffered by him, and the decision of General Manager shall be final and binding on the Contractor.

### **ACTION AND COMPENSATION PAYABLE IN CASE OF BAD WORK**

**Clause 15 :** If it shall appear to the Engineer-in-charge or his subordinate in charge of the work, that any work has been executed with unsound, imperfect or unskilled workmanship or with materials of any inferior description of that material or any articles provided by him for the execution of the work, unsound or of a quality inferior to that Contracted for or otherwise not in accordance with the contract, the Contractor shall, on demand in writing from the Engineer-in-charge specifying the work, materials or articles complained of notwithstanding that the same may have been inadvertently passed, certified, and paid for, forthwith rectify or remove and reconstruct the work so specified in whole or in part as the case may require, or as the case may be, remove the materials or articles so specified and provided other proper and suitable materials or articles at his own proper charge and cost and in the event of his failing to do so with in a period to be specified by the Engineer-in-charge in his demand aforesaid, the Contractor shall be liable to pay compensation at the rate of one percent on the amount of the estimate for every day not exceeding ten days, while his failure to do so shall continue and

in the case of any such failure the Engineer-in-charge may rectify or remove and re-execute the work or remove and replace with other materials or articles complained of as the case may be at the risk and expense in all respects of the Contractor.

### **ACCEPTANCE OF SUB STANDARD WORK & CAUSING TECHNICAL EXAMINATION OF WORK**

**Clause 16 :** Corporation shall have the right to accept at reduced rate sub-standard or defective work, and to cause and audit and technical examination of the work and the running and final bills of the Contractor including all supporting vouchers, abstracts etc, to be made before or after the payment of the final bill and, it as a result of such acceptance of Sub-standard or defective work, audit and technical examination any sum is found to have been overpaid in respect of any work claimed to have been done by him under the Contract but found not to have been actually executed, the contractor shall be liable to refund the amount of the over payment and it shall be lawful for corporation to recover the same from him in the manner legally permissible and if it is found that the Contractor was paid less than what was due to him under the contract in respect of any work executed by him under if the amount of such under payment may be paid by Corporation to the Contractor.

Provided that the Sub-standard or defective work which is not ultimately considered to be seriously defective by the Engineer-in-charge and the rate of the work so accepted is suitably reduced by him to compensate the Corporation, such reduction will be binding on the Contractor.

### **WORKS TO BE OPEN TO INSPECTION : CONTRACTOR'S RESPONSIBLE AGENT TO BE PRESENT**

**Clause 17 :** All works under or in the course of execution, or executed in pursuance of contract shall at all times be open to the inspection by Senior Officers and Supervision of the Engineer-in-charge and his Subordinates and the Contractor shall at all times during the usual working hours, and at all other time at which reasonable notice of intention of the Engineer-in-charge of his Subordinate to visit the work shall have been given to the Contractor, either himself be present to receive order and instructions, or have a responsible agent duly accredited in writing present for that purpose. Orders given to the Contractor's agent shall be considered to have the same force as if they had been given to the Contractor himself.

### **NOTICE TO BE GIVEN BEFORE WORK IS COVERED UP**

**Clause 18 :** The Contractor shall give not less than five day's notice in writing to the Engineer-in-Charge or his Subordinate in charge of the work before covering up or otherwise placing beyond the reach of measurement any work in order that the same may be measured and correct dimensions there of be taken before the same is so covered up or place beyond the reach of measurement and shall not cover up or place beyond the reach of measurement of any work without the consent in writing of the Engineer-in-charge or his Subordinate in charge of the work, and if any work shall be covered up or placed beyond the reach of measurement without such notice having been given or consent obtained, the same shall be uncovered at the Contractor's expense, or in default thereof no payment or allowance shall be made for such work of the materials with which the same was executed.

### **CONTRACTOR LIABLE FOR DAMAGE DONE AND FOR IMPERFECTIONS FOR SIX MONTHS AFTER CERTIFICATES**

**Clause 19 :** If the Contractor or his authorised agents or laborers or servants shall break, deface, injure or destroy any part of a building on or in which they may be working or any building, road, fence, enclosure or grass land or cultivated ground continuous to the premises on which the work or any part is being executed or if any damage shall happen to the work while in progress from cause whatever, or any defect, shrinkage or other faults appear in it within six months after a certificate final or otherwise of its completion shall have been given by the Engineer-in-charge as aforesaid, the Contractor shall make the same good at his own expense, or in default, the Engineer-in-charge may cause the same to be made good by other workman and deduct the expense (of which the certificate of the Engineer-in-charge shall be final) from any sums that may then or at any time thereafter become due to the Contractor or from his security deposit, or the proceeds of sale thereof sufficient portion thereof in any other manner, legally permissible.

## **CONTRACTOR TO SUPPLY PLANT. LADDERS, SCAFFOLDING ETC.**

**Clause 20 :** The Contractor shall supply at his own cost all materials (except such special materials, if any as may in accordance with Contract supplied from the Engineer-in-charge's store), Plants, tools, appliances, implement, ladders cordage, tackle, scaffolding and the temporary works requisites for proper execution of the work whether original, altered or substituted and whether included in the specification for the documents forming part of the contract as referred to in these conditions or not, which may be necessary for the purpose of satisfying or complying with the requirements of the Engineer-in-charge as to any matter as to which under these conditions, he is entitled to be satisfied or which he is entitled to require, together with carriage thereof to and from the work. The contractor shall also supply without charge the requisite number of persons with the means and materials necessary for the purpose of setting out works, and counting, weighing and assisting in the measurements or examination at any time and from time to time of the work or materials.

## **DAMAGES ARISING FROM NON-PROVISION OF LIGHTS FENCING ETC.**

In case of his failure in this regard the same may be provided by the Engineer-in-charge at the expense of the Contractor and the expenses may be deducted from any money due to the Contractor under the Contract or from his security deposit or the proceeds of sale thereof, or of a sufficient portion thereof. The Contractor shall also provide all necessary fencing and lights required to protect the public from accident and shall be bound to bear the expense of defense of every suit, action or the proceeding 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 proceeding to any such person, of which may with the consent of the Contractor be paid to compromise any claim by and such person. If any equipment is issued departmentally, rent will be recovered from the Contractor's bills at current rates fixed by the Superintending Engineer, the terms of such issue to be ascertained by the Contractor from the Engineer-in-charge in writing in advance.

## **CONTRACT MAY BE RESCINDED AND SECURITY DEPOSIT FOR FEITED FOR SUBLETTING, BRIBING IF CONTRACTOR BECOMES INSOLVENT**

**Clause 21 :** The Contract shall not be assigned or sublet without the written approval of the Engineer of the Contract. And if the Contractor shall assign or sublet his Contract or attempts to do so or become insolvent or commence any insolvency proceeding or make any composition with his creditors or attempts to do so or if any bribe, gratuity, gift, loan, perquisite, reward or advantage pecuniary or otherwise shall either directly or indirectly be given, promised or offered by the Contractor, or any of his servants or agents to any public officer or person in the employment of the Corporation in any way relating to his office or employment or if any such officer or person shall become in any way directly or indirectly interested in the contract, the Engineer of the contract may thereupon by notice in writing rescind the contract, and the security deposit of the Contractor shall there upon stand forfeited and he absolutely at the disposal of Corporation and the same Consequences shall ensue as if the contract had been rescinded under clause-3 hereof, and in addition the Contractor shall not be entitled to recover or be paid for any work thereto or for actually performed under the Contractor.

**Clause 22 :** For execution of the work, the Contractor shall not employ any labour under 12 years of age and within the limits of any cantonment any female labour. For every breach of this rule the Contractor shall be liable to pay by way of liquidated damages such sum not exceeding fifty rupees as the Engineer-in-charge may fix and the Engineer-in-charge may recover such sum by deduction from any sums which may be due or may at any time thereafter become due to the Contractor.

**Clause 23 (a) :** The Contractor shall pay to his labourer a fair wage and shall supply every labour employed by him with a wage card on which the rate of wages, the attendance and payment will be entered.

**Clause 23 (b) :** The Contractor before he commences work, shall paste in conspicuous place of the work a notice giving the rates of wages which shall not be less than the minimum wages are applicable, the wages will be such as may be certified as fair wages by the Engineer-in-charge and shall send a copy of a notice to the Engineer-in-charge.

**Clause 24 :** The Contractor shall be bound by all Statutory provision with regard to the period for which wages shall be paid and deduction from wages.

**Clause 25 :** The Contractor shall comply with all labour laws as applicable at the site of the work.

**Clause 26 :** In respect of all labour directly or indirectly employed in the work for the performance of the Contractor's part of this agreement, the Contractor shall comply with or cause to be complied with all the directives issued by the Corporation from time to time for the protection of health and sanitary arrangements for workers employed by the Department and its Contractors.

**Clause 27 :** Leave and pay during leave of all labour employed by the Contractor shall be regulated as per provisions of Labour Law in force.

**Clause 28 :** The Contractor shall at his own cost provide his labour with a sufficient number of huts (herein after referred to as the camp) of the specifications approved by Engineer-in-charge on a suitable plot of land to be approved by the Engineer-in-charge. The camp shall be consisting of provisions like suitable ventilated huts with cooking places, proper latrines and urinals, washing and bathing platforms, adequate water supply arrangement for labour, proper place for disposal of garbage, proper drainage and sanitation of the camping area provided by the Contractor.

### **SUM PAYABLE BY WAY OF COMPENSATION TO BE CONSIDERED AS REASONABLE COMPENSATION WITHOUT REFERENCE TO ACTUAL LOSS**

**Clause 29 :** All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the use of Corporation without reference to the actual loss or damages sustained and whether or not any shall have been sustained.

### **CHANGES IN CONSTITUTION OF FIRM**

**Clause 30 :** In the case of tender by partners any change in the constitution of the Firm shall be forth with notified by the Contractor to the Engineer-in-charge for his information.

### **WORKS TO BE UNDER DIRECTION OF ENGINEER IN CHARGE**

**Clause 31 :** All works to be executed under the Contract shall be executed under the direction of Engineer-in-charge and subject to the approval in all respects of the Engineer of the contract for the time being, who shall be entitled to direct at what point and in what manner they are to be commenced and from time to time carried on.

### **PROTESTS**

**Clause 32 (a) :** If the Contractor considers any work demanded of him to be outside the requirements of contract or considers any record or ruling of the Engineer-in-charge or of his subordinates to be unfair, he shall immediately upon such work being demanded or such record or ruling being made, ask in written for writing instructions or decisions whereupon he shall proceed without delay to perform the work or confirm to the record or ruling and within twenty days (20 days) after date of receipt of the written instruction of decisions he shall file a written protest with the Engineer-in-charge with a copy to Engineer of the Contract stating clearly and in detail the basis of his objections, except for such protests or objections, as are made on record in the manner herein specified, and within the time limit stated the records, rulings instructions, or decisions of the Engineer of contract, shall be final and conclusive, instructions and or decisions of the Engineer-in-charge contained in letters transmitting drawing to the Contractor shall be considered as written instructions on decisions of the Engineer of the contract, subject to protest or objections as wherein provided.

**Clause 32 (b) :** If the Contractor is dissatisfied with the final decision of the Engineer of the Contract in pursuance of clause 32(a) the Contractor may within twenty eight day (28 days) after receiving notice of such decision, give notice in writing requiring that the matter be submitted to arbitration as envisaged in clause 34 and furnish detailed particulars of the dispute or difference specifying clearly the point at issue. If the Contractor fails to give such notice within the period of twenty-eight days as stipulated above the decision of the Engineer of Contract shall be conclusive and binding on the Contractor.

### **STORES IMPORTED FROM OUTSIDE INDIA TO BE OBTAINED FROM CORPORATION**

**Clause 33 :** The Contractor shall obtain from the stores of the Engineer-in-charge all stores and all imported materials it require to any considerable extent for the work or any part thereof in making articles therefore or connection therewith. The value of such stores and articles as may be supplied to the contractor by the Engineer-in-charge will be debited to the Contractor in his account at the rates shown in the Schedule attached to the Contract and if they are not entered in the Schedule, they will be debited at cost price, which for the purposes of this Contract shall include the cost of carriage and all other expenses whatsoever which shall have been incurred in obtaining delivery of the same at the stores aforesaid. The Engineer-in-charge may issue material to Contractor from existing stock if he asks for any in excess of those entered in the Schedule. In such case price charges may be stock rate or market rate which ever in greater.

## ARBITRATION

**Clause 34** : If any dispute, difference or controversy shall at any time arising between the Contractor on the one hand and the Power Transmission Corporation of Uttarakhand Ltd. and the Engineer of the Contract on the other, touching the contract, or as to the true construction, meaning and intent of any part of condition of the same or as to the manner of execution, or as to the quality or description of or payment for the same or act to the true intent, meaning, interpretation, construction or effect of the clause of the contract specifications or drawing or any of them or as to any thing to be done, omitted, or suffered in pursuance of the contract or specifications or as to the mode of carrying the contract into effect, or as to the breach or alleged breach of the contract, or as to any claims on account of such breach or alleged breach, or as so obviating or compensation for the commission of any such breach, or as any other matter of thing, whatsoever connected with or arising out of the contract and whether before or during the progress for after the completion of the contract, such question, difference of dispute shall be referred for adjudication to the Managing Director, Power Transmission Corporation of Uttarakhand Ltd. or to any other person nominated by him on his behalf. In case of refusal/neglect by such nominee, Managing Director, Uttarakhand Power Corporation Ltd, may nominate another person in his place and his decision in writing shall be final, binding and conclusive. This submission shall be deemed to be a submission to arbitration within the meaning of the Indian Arbitration Act, 1940 or any statutory modification thereof. The arbitrator may from time to time, with consent of parties enlarge the time for making and publishing the award. Upon every or any such reference, the costs of an incidental to the reference and award respectively shall be in the discretion of the arbitrator who shall be competent to determine the amount thereof or direct the same to be taxed as between solicitor and client or as between party and so direct by whom and to whom and in what manner the same shall be borne and paid.

Work under the contract shall, if reasonably possible continue during the arbitration proceedings and payments due or payable by the Corporation shall be withheld on account of such proceeding.

## COURT OF COMPETENT JURISDICTION

**Clause 34 (a)** : All disputes arising out of and touching or relating to the subject matter of this agreement shall be subject to the jurisdiction of local courts of Dehradun and High court of Judicature at Nainital only.

## ACTION WHERE NO SPECIFICATION IS GIVEN

**Clause 35** : In the case of any class of work for which there is no specification in the Contract, such work shall be carried out in accordance with the detailed specifications (latest) published by I.S.I., New Delhi and in the event of there being no detailed specifications for the same, the work shall be carried out in the respects in accordance with the instructions and requirements of the Engineer-in-charge/Engineer of the Contract.

## CONTRACTOR'S PERCENTAGE

### WHETHER APPLIED TO NET OR GROSS AMOUNT OF BILL (STRIKE OUT THIS CLAUSE IN THE CASE OF ITEM RATE CONTRACT)

**Clause 36** : The additions and deductions on account of the percentage referred to at page\_\_\_\_\_ of the accepted tender will be calculated on the gross and not on the net amount of the bills for the work done.

**Clause 37 (i)** : In every case in which by virtue of the provisions of Section 12, Sub-section (1) of the Workman's Compensation Act, 1943, Corporation is obliged to pay compensation to a workman employed by the Contractor or by any sub contractor from him in the execution of said work. Corporation will recover from the Contractor the amount of the compensation so paid, and without prejudice to the rights of Corporation tender Section 15, Sub-section (2) of the said Act. Corporation shall be at liberty to recover such amount or any part thereof by deducting it either, from the security deposited by the Contractor to his credit under clause 1 of there conditions or from any other sum due to contractor from the Corporation whether under this Contract or otherwise.

**Clause 37 (ii)** : Corporation shall not be bound to contest any claim made against it under section 112, Sub-section (1) of the said Act except on the/written request of the Contractor and upon giving to Corporation full security for all costs for which Corporation might become liable in consequence of contesting the claim.

**Clause 38** : No bricks for use on the work shall be manufactured within the limits of a Municipality, Cantonment or notified area or within one km. Of the site of work, Any bricks so manufactured may be rejected by the Engineer-in-charge.

**Clause 39 :** No earth for filling, or for any other purpose, shall be excavated within one km. of the site of work except with the written permission of the Engineer-in-charge and then only condition that the area in which such excavation is made, shall be leveled and dressed by the Contractor at his own expense in accordance with the instructions of the Engineer-in-charge and in such manner as to prevent the formation of pools of stagnant water.

If the Contractor fails to comply with this condition the Engineer-in-charge may cause the ground to be leveled and dressed by other workman and deduct the expense (of which the certificate of the Engineer-in-charge shall be final) from any sums which may be due or may at any time thereafter become due to the contractor, or from his security deposit or from the proceeds of sale thereof.

**Clause 40 :** Notwithstanding anything stipulated in the aforesaid clause, Corporation shall have power to retain any sum due to the Contractor(s) and set off all claims against him (them) whether arising out of the particular Contract put off any other transaction of Contractor hold by him (them) along or in partnership with others.

**Clause 41 :** Escalation Clause, There shall be no escalation of prices during the contractual period as well as in extended period.

**Clause 42:**

### **LABOUR LAWS:**

**42.1** Persons below the age of 18 years shall not be employed for the work. No female worker shall be employed in the night shift between 07:00 p.m. and 06.00 a.m. next day.

**42.2** Contractor shall maintain a valid labour license under the contract Labour (Regulation and abolition) Act for employing necessary manpower required by him. In the absence of such license, the contract shall be liable to be terminated without assigning any reason thereof.

**42.3** The contractor shall at his own expenses comply with all labour laws and keep the Board indemnified in respect thereof. Some of the major liabilities under various labour and industrial laws which the Contractor shall comply with, are as under:

- i) Payment of contribution by way of Employer's Contribution towards provident Fund, Family Pension Scheme, Deposit Linked Insurance Scheme, Administrative charges, etc. at the rates made applicable from time to time by the Government of Uttarakhand/Government of India or other Statutory Authority.
- ii) Payment of deposit in respect of each contract labour at the rate of Rs. 30/- or later prevailing rate with the Office of Commissioner of Labour as per the Contract Labour (Regulation and Abolition) Act.
- iii) License fee as prescribed under the Contract Labour (Regulation and Abolition) Act and Rules framed there under depending upon the number of workmen.
- iv) Paid leave facility and wages as per the provision of the Factories Act at the rate of one day for every 20 days of working.
- v) Identity cards as prescribed under the Factories Act with photo affixed thereto, for identification.
- vi) Payment of retrenchment compensation, Notice Pay and other liabilities as per Industrial Dispute Act. Any payment to the Contractor's employee arising out of any claim of disputes under the Industrial Disputes Act 1947 or any other Labour Laws.
- vii) Payment of compensation in case of accidental injury.
- viii) Provision of crèche if the female labourers employed are more than 30.
- ix) Maternity Leave as per the provisions of the Maternity Benefit Act.

The above are some of the major liabilities of the Contractor in addition to other liabilities prescribed under the various labour laws, in force from time to time, from Statutory Authorities like State Government / Government of India, which the Contractor shall have to comply with.

**SUPERINTENDING ENGINEER (CIVIL) O&M**

# SPECIAL CONDITIONS

## 1. APPLICATION

The special conditions shall be read and construed alongwith the "General Conditions of Contract" attached herewith and in case of any conflict or inconsistency between the General and Special Conditions, the provisions contained in these special conditions shall prevail.

## 2. SCOPE OF WORK

The work to be performed under this Contract consists of providing all labour materials, plants, equipment, temporary works, constructional plants, fuel supplies, transportation, compressed air and all incidental items not shown or specified, but reasonably implied, necessary for the proper completion of the work (except items specified to be furnished by the Corporation or others) all in strict accordance with the drawings, schedules and specifications and including revisions and amendments thereto and such detailed drawings as may be provided by the Engineer during the execution of the work in explanation of the Contract Drawings.

## 3. MATERIALS AND WORKMANSHIP

- a) All materials shall be new and the best of their respective kinds. Where not specifically detailed or described, material and workmanship shall be as directed by the Engineer. The work shall be executed in the best and most workmanlike manner by qualified, careful and efficient personnel.
- b) Proposals shall be based on the materials specified and any request to substitute any other materials shall so mentioned in the proposal, together with the amount to be added or deducted. Any request for substitutions after the contract is awarded shall likewise be accompanied with the difference in price.
- c) The Contractor shall carry out the entire work in the most workmanlike manner, any material, arranged by the Contractor for use on works, and not approved by the Engineer shall be promptly removed from the site of work, failing which the rejected material shall be got removed by the Engineer by any means he thinks fit, and the cost involved in such removal as certified in writing by the Engineer, shall be debited to the Contractor and shall be legally binding on him (Contractor).

## 4. SITE CONDITIONS

It shall be understood that the Contractor has satisfied himself as to nature and location of works, the general and local conditions, including these bearing upon transportation, disposal handling and availability of labour, water etc, or similar physical conditions at the site, the configurations and conditions of ground, the character of equipment and facilities needed, preliminary to and during the execution of the work, or the cost thereof under this contract, e.g. any default or failure by the Contractor to acquaint himself with all the available information concerning these condition will not absolve him of his responsibility for the execution of this contract according to the provisions of these specifications unless the Contract expressly provides that responsibility thereof is assumed by the Corporation.

No claims shall be entertained at later date out of inadequate knowledge of the site.

## 5. DRAWING AND SPECIFICATIONS

- a) After signing the Contract, the Contractor will be given free of charge one print of all contract Drawing and revisions thereto and also one complete set of specifications. The Contractor shall pay for any additional prints if he requires.
- b) Figured dimensions shall be followed in preference to scale and detailed drawings in preference to small-scale drawings. The contractor shall verify all dimension in the field before any work is executed or undertaken.
- c) The drawing enclosed with the tender specification is only illustrative. The Contractor would be required to complete the work even though it is not specifically mentioned in the enclosed drawings.
- d) All drawings and specifications being instruments of service are the property of the Corporation and shall be returned to them when the work is completed.
- e) All dimensions and measurements shall be as per metric and C.G.S. system of units.

- f) The Contractor will have to proceed with the work as and when drawings are released. At times it may be necessary for the Contractor to retard his work. The Contractor shall have absolutely no claim on the Corporation on this account and will not be entitled to any compensation whatsoever on account of delay in release or issue of drawing. In any case efforts will be made to release drawings progressively and ensure smooth progress of construction.

## **6. TEST OF MATERIALS**

- a) Physical and Chemical tests may be required by the Engineer of the Contract for any of the materials specified herein or proposed to be used in the work. The requirements to be met and the manner of testing shall be as hereinafter mentioned or as may be prescribed or approved by the Engineer of the contract.
- b) The Engineer reserves the right to waive any of the test requirements, if found necessary, to expedite the work or to conform to the latest and best practice; as may be shown by the standards prescribed by trade organizations, manufacturers or engineering societies. The expenses of such tests will be borne by the Contractor except for the materials issued by the Corporation. The Contractor would also arrange for the tests of the materials issued by the Corporation. However, the cost of these shall be borne by the Corporation.

## **7. SAMPLES**

The Contractor shall furnish to the Engineer of the Contract for approval, when requested, or if required by the specification, adequate samples of all materials and finishes to be used in the work. Such sample shall be submitted before the work is commenced and in time to permit tests and examination thereof. All materials furnished and finishes applied shall fully equal to the approved sample. Samples or hardware equipment and similar materials will be returned to the Contractor for incorporation in the work.

## **8. WATER**

The Contractor shall make his own adequate arrangements for procuring clear water to be used in various works. If Corporation arranges water, it will be charged as per Schedule i.e. 1.0% (One percent) of total value of work.

## **9. VARIATION IN QUANTITY OF WORK**

There may be variations in the individual item upto any extent during actual execution of the work subject to the overall variation upto  $\pm 25\%$  of contract value. Tendered rates shall remain firm upto a variation of  $\pm 25\%$  of the Contract value of the work.

- 10.** All items of work shall be executed in strict accordance with the latest detailed specification of CPWD/ UKPWD or latest I.S.I. or as per directions of the Engineer-in-charge.
- 11.** The Contractor is expected to have sufficient experience of similar work and the entire work shall be carried out in a most workman like manner. Any material not approved by the Engineer-in-charge shall be promptly removed from the site of work failing which the rejected materials shall be removed by Engineer-in-charge by any means he thinks fit and the cost involved in such removal shall be debited to the Contractor. The Certificate of the Engineer-in-charge regarding the correctness of such cost shall be final and legally binding on the Contractor.
- 12.** Each page of the tender or documents must be signed and dated by the Tenderer. All writing shall be in ink only. Over writings, erasing etc. shall be avoided. All cuttings shall be duly attested by the Tenderer.
- 13.** When a Tenderer signs a tender in an Indian language, he should quote the rates in the same language and in English.
- 14.** In the event of tender being submitted by a firm, it must be signed by each member thereof or in the event of absence, he may authorise anybody to do so. Such power of attorney should be produced with the tender.
- 15.** Canvassing in any form is strictly prohibited and if any Tenderer found doing the same, his tender shall be rejected summarily.

**16.** Time is the essence of the Contract and preference is likely to be given to a Tenderer, who will be in position to complete the work in all details within the shortest possible time. The Tenderer should specially mention in his tender at the bottom of schedule of quantities, the time he will require for completion of all work within the scope of the tender even in the case of time of completion already being stipulated in the tender document/tender notice.

**17.** The drawings enclosed with the documents are being made available for study in the Division Office are only preliminary drawings just to give the Tenderer some idea about the nature of work. These are by no means final drawings. However, those drawings along with other drawings necessarily issued from time to time may form basis for executing the work. The contractor is supposed to have already sufficient experience of this type of work and any modification or alteration in those drawings shall not entitle him for monetary claim.

**18. DRAWING FOR MINOR DETAILS**

Any minute details not covered in the departmental drawings shall be prepared by the Contractor himself and got approved from the Engineer-in-charge of the work by submitting six (6) copies to Engineer-in-charge out of which two (2) shall be returned to the Contractor duly approved within reasonable time.

**19** The Contractor shall arrange his own tools and plants required for proper completion of the work.

**20.** If the Engineer-in-charge feels satisfied that he has sufficient reasons to do so, he shall ask the Contractor to remove from the site of work any labour, chowkidar or any other person including the agent employed by the Contractor at any time during the currency of the Agreement. The Contractor shall be legally bound to comply with such orders in strict accordance, with the written direction contained in the said order.

**21.** No claim shall be entertained for the labour remained idle due to delay in supply of drawings, stoppage of machinery or breakdown of electricity, water supply arrangements if done by department, or shortage of materials to be supplied by the department or due to change in design of the various structures of suspension of works or delay in payments.

**22.** The Contractor should be present at the time of taking measurements. He shall be informed when measurements are to be taken.

**23.** Tenders for part work shall not be accepted. Telegraphic offer shall not be accepted.

**24.** Undersigned reserves the right to reject or accept tender without assigning any reason whatsoever.

**25.** The work may be divided amongst more than one Contractor or only a part of the work may be awarded to the successful tenderer on the discretion of the undersigned without assigning any reason.

**26.** It shall be the responsibility of the Contractor to clear the site of work from all debris, rubbish, rora, any surplus earth after completion of work at no extra cost.

**27. SAFETY PRECAUTIONS**

The Contractor shall at all times exercise reasonable and proper precautions for the safety of the labour and equipment at site. The Contractor shall be responsible for all risk to the lives and property belonging to the Corporation and other contractors working in the area. Although all the reasonable and proper precautions may have been taken by the Contractor, he shall be called upon by a Court of Law to make good any loss or damage, properly ascertained by reasons of any act of negligence or omission on the part of the Contractor which the Corporation may be required to pay in respect thereof any amount of any cost or charge including legal charges in connection with all legal proceedings, which the Corporation may incur in reference thereto shall be chargeable from the Contractor.

**28. WATER SUPPLY AND SANITATION OF LABOUR**

The Contractor shall make his own arrangement for water and sanitation for his labour at his own cost. If some space is required by the Contractor, then he will first seek permission of Engineer-in-charge and then he is supposed to carry out the necessary arrangements.

## **29. AUTHORISED AGENT**

The name of authorised agent shall be intimated in writing to the Engineer-in-charge failing which the Engineer-in-charge will be free to assume his mate or munsif on work as his authorised agent for purpose of delivery of letter and instruction regarding the work.

## **30. PAYMENT**

The running payment shall be released to the Contractor on the basis of measurements of work executed by him after deducting the cost of materials issued by the department. Necessary amount as required in clause no- 1 of General Conditions of the Contract shall be retained by the Corporation as security for a maintenance/warranty/guarantee period of six months. This will be released after satisfactory completion of maintenance period reckoned w.e.f. date of completion of work.

## **31. LAWS**

The laws, rules and regulations of all Government (Central/States) authorities in India, having jurisdiction over the work shall govern the work of this contract with the same force and effect as if incorporated in full into contract documents.

## **32. ESCALATION OF RATES**

No escalation of rates over the finally accepted rates for execution of the work shall be allowed during the pendency of Contract.

## **33. RATES**

The rates quoted by the tenderer shall remain valid for 120 days from the date of opening tender. Rates quoted shall include all legal taxes such as sales tax, local taxes, royalty and octroi etc. as applicable. No extra payment shall be made on this account. The rates shall remain firm during the currency of Contract period. Service tax as applicable shall be reimbursed to the contractors on production of documentary proof.

**34.** Tender documents shall consist of the following documents, all of the which shall be submitted by the tenderer duly filled and signed.

- i) Application from tenderer on Non-judicial stamp paper of Rs. 100.00 with Re. 1/- revenue stamp.
- ii) Statement of status and past experience of tenders.
- iii) Income tax clearance certificate. Form of Bank Guarantee & form of agreement.
- iv) General Conditions of Contract.
- v) Special Conditions.
- vi) Technical Specifications.
- vii) Schedule of Consumption of Materials.
- viii) Schedule of Quantity and Rates for execution of work.
- ix) Drawings.
- x) Additional documents to be attached with tender :
  - a) Documents showing Earnest Money deposit.
  - b) List of Technical personnel with their qualification.
  - c) List of construction equipment for the work and their present condition.

The above mentioned documents submitted by the successful tenderer alongwith mutually accepted supplementary conditions shall form the Contract agreement.

**35.** All disputes arising out of and touching or relating to the subject matter of this agreement shall be subject to the Jurisdiction of local court of Dehradun and High Court of Judicature at Nainital only.

**36.** The undersigned reserve the right to award work to two or more contractors without assigning any reason.

**SUPERINTENDING ENGINEER (CIVIL) O&M**

## **MATERIAL USED BY THE CONTRACTOR**

1.    **CEMENT BAGS**                                    OPC/PPC only conforming to I.S. Code No. 8112-1989 (Latest Edition) BIS and 43 Grade Shall be used by the Contractor and the cement shall only be used after approved by Engineer-in-charge at site. The cement shall be only procured from main stock of following brands. Birla, Maiher A.C.C., Vikram, Satna, Gujrat Ambuja, J.K. i.e. Bulk manufacturers.
  
2.    **STEEL**    The steel of C.T.D. bars shall be arranged and used by the contractor conforming to relevant IS Code.

**:-SPECIAL INSTRUCTIONS TO BIDDERS:-**

**Technical Specification:**

1. The work shall be carried out according to standard specification of CPWD/PWD whichever is applicable.
2. Tenderer should visit the site before quoting the rates.
3. The quantities of individual items may vary upto any extent no claim is tenable on account of variation in Quantities.
4. Only CTD. Steel bars shall be used in all type of RCC.or R.B. work..
5. All the fittings and materials, brought at site by the contractor shall have to be got approved by the Engineer/In-charge.
6. Trade/Sales/Income Tax, or any other statutory tax applicable at the time of payment shall be Recovered from the bill of the contractor.
7. All T&P like concrete mixture, Vibrator,Tile and stone cutting equipment and any other equipments required shall arranged by the contractor.
8. The slab work shall be carried out in single instance and only with pucca shuttering and surface Vibrator.
9. All the fittings and fixtures shall be of heavy quality and shall be got approved from Engineer/In-charge before fixing.
10. Wherever, Department arranges water for the contractor, an amount @ 1.15% shall be deducted from the contractor's bill .
11. The contractor is advised to go through details terms and conditions. These conditions shall be part of the contract bond and shall be binding on the Contractor. Therefore contractor is advised to go through them carefully before quoting his rates.
12. All surface finishing materials like distemper, cement paint etc. shall be of superior approved make. These materials, shall be got checked from E/I before its use.
13. In case of dismantling of brick work minimum 60% bricks shall be taken back Bricks bats shall not be taken back and same shall be disposed off out side the Corp. Area by the contractor.
14. Either contractor will maintain close contact with J.E./S.D.O. In-charge to collect day to day details of work to be done and will carry out the same on the basis of priority or as directed by JE/SDO Incharge.
15. Only that work shall be carried out as given to him by J.E./SDO In-charge in writing and for any extra work done by the contractor himself shall be responsible.
16. As mentioned in the bill of quantity regarding attending minor jobs through electrician, plumber and carpenter etc. respective labour shall be at the disposal of JE/SDO.
17. All the fitting/ fixtures shall be as per following list of approved make agencies.

1. Coarse sand	River sand of gradation zone I, II, III only
2. Coarse aggregate	Only crushed stone aggregate.
3. Reinforcement steel	The steel or RTS ,M.S Bars shall be arranged and used by the contractor conforming to IS 1786. However, the quality of steel shall be ensured as per ISS. of Tata/Rathi/Sidhbali/Vimal/Tehri Steel.
4. Portland Cement	Grade-43 Birla / Vikram/ JK/ ACC/ Ambuja.
5. C.I. Pipe	RIF/B.C/SKF/BIF.
6. G.I. Pipe	Tata/Jindal/BST/JTC.
7. China Ware	Hindustan/ Cera/Naycer/Hindware
8. Paints	Asian Paints (Asian Apcolite Premium)
9. Structural steel	As per relevant I.S. Code.

Note: 1. The contractor shall have to get all material approved by the Engineer in charge.

**TENDERER**

**EXECUTIVE ENGINEER**

**OFFICE OF THE  
Superintending Engineer (Civil) O&M  
Power transmission Corporation of Uttarakhand Ltd  
VIDYUT BHAWAN, SAHARANPUR ROAD, DEHRADUN**

**ABSTRACT OF COST**

**Name of Work:- “Water Proofing of control room at 132 KV S/S Kashipur”**

No.	Name of work	PAGE		Total Cost(Rs.)
		From	To	
1	<b>Water Proofing of control room at 132 KV S/S Kashipur</b>	37	38	<b>170852.15</b>
<b>(Rs. One Lac Seventy Thousand Eight Hundred Fifty Two &amp; Paisa Fifteen Only)</b>				

I/We have carefully studied the bill of quantities, General/Special conditions of Tender and specifications of work.

I/We \_\_\_\_\_ hereby offer to execute the above noted work.

My /Our rates on the estimated cost as printed in the enclosed Bill of quantities are as under on

ABOVE ..... %(in figure).....%(in words)  
 BELOW ..... %(in figure).....%(in words)  
 ATPAR.....

**Sig. of Tenderer**  
**Address: .....**

.....

## Bill Of Quantity

<b><u>NAME OF THE WORK:</u> Water Proofing of control room at 132 KV S/S Kashipur.</b>					
Sl.No.	Item of work	Qty.	Unit	Rate (In Rs)	Amount
1	Providing and laying cement concrete in retaining walls, return walls, walls (any thickness) including attached pilasters, columns, piers, abutments, pillars, posts, struts, buttresses, string or lacing courses, parapets, coping, bed blocks, anchor blocks, plain window sills, fillets, sunken floor, etc., up to floor five level, excluding the cost of centering, shuttering and finishing :1:1½:3 (1 cement:1½ coarse sand:3 graded stone aggregate 20 mm nominal size) (DSR No:- 4.2.2)	20.00	cum	5663.30	113266.00
				Rs. Five thousand six hundred sixty three & Paisa Thirty only	
2	Extra for providing and mixing water proofing material in cement concrete work @ 1 kg per 50 kg of cement. (DSR No:- 4.12)	150.00	per 50 Kg cement	35.35	5302.50
				Rs. Thirty five & paisa Thirty Five only	
3	Neat cement punning (DSR No:- 13.18)	320.00	sqm	31.10	9952.00
				Rs. Thirty one & Paisa Ten only	
4	Repairs to plaster of thickness 12 mm to 20 mm in patches of area 2.5 sq. meters and under, including cutting the patch in proper shape, raking out joints and preparing and plastering surface of the walls complete, including disposal of rubbish to the dumping ground within 50 metres lead with cement mortar 1:4 (1 cement 4 coarse sand) (DSR No:- 14.1.2)	25.00	sqm	197.35	4933.75
				Rs. One hundred ninety seven & Paisa Thirty five only	
5	Demolishing cement concrete manually/ by mechanical means including disposal of material within 50 metres lead as per direction of Engineer - in - charge (DSR No:- 15.2.1)	20.00	cum	671.05	13421.00
				Rs. Six hundred seventy one & paisa Five only	
6	Providing gola 75x75 mm in cement concrete 1:2:4 (1 cement : 2 coarse sand : 4 stone aggregate 10 mm and down gauge), including finishing with cement mortar 1:3 (1 cement : 3 fine sand) as per standard design :In 75x75 mm deep chase.(DSR No:- 12.21.1)	60.00	RM	109.05	6543.00
				Rs. One hundred nine & Paisa Five only	
7	Making khurras 45x45 cm with average minimum thickness of 5 cm cement concrete 1:2:4 (1 cement : 2 coarse sand : 4 graded stone aggregate of 20 mm nominal size) over P.V.C. sheet 1 m x1 m x 400 micron, finished with 12 mm cement plaster 1:3 (1 cement : 3 coarse sand) and a coat of neat cement, rounding the edges and making and finishing the outlet complete. (DSR No:- 12.22)	6.00	Each	148.75	892.50
				Rs. One hundred Forty eight & Paisa Seventy five only	

Sl.No.	Item of work	Qty.	Unit	Rate (In Rs)	Amount
8	Providing and fixing on wall face unplasticised Rigid PVC rain water pipes conforming to IS : 13592 Type A, including jointing with seal ring conforming to IS : 5382, leaving 10 mm gap for thermal expansion, (i) Single socketed pipes. 110 mm diameter. (DSR No:- 12.41.2)	6.00	Rm	206.90	1241.40
				Rs. Two hundred six & Paisa.ninety only	
9	Supply and Laying of chicken mesh of 20mm hexagonal heavy quality over roofs of joints as per direction of Engineer in charge. (CSI No:-29)	225.00	Sqm	68.00	15300.00
				Rs. Sixty eight only	
<b>Total</b>					<b>170852.15</b>

JE(C)

AE(C)

EE(C)

**DRAFT FORMAT OF PERFORMANCE BANK GUARANTEE**

Note:

1. This Guarantee should be furnished by a Nationalized Bank/Scheduled Bank.
2. The Bank Guarantee should be furnished on Stamp paper as per requirements of Indian Stamp Act.
3. The stamp paper should have been purchased in the name of the Guarantor executing the Guarantee.
4. Any deviation in this format will not be acceptable.

Name of the Contract.....  
 Contract No. & Date.....  
 Performance Bank Guarantee No. & Date.....  
 Place.....  
 Date.....

**To,**  
 .....  
 .....  
 .....  
 .....

Dear Sirs,

THIS DEED OF GUARANTEE is made on this .....(date) DAY OF .....(month and year) by.....(Name, Address and Contact No. of the Bank) governed by the Banking Co. Regulation Act and having its Head Office at .....(hereinafter called the "GUARANTOR" of one part, which expression shall wherever the context so admit, include its executors, administrators, successors and assigns) in favour of POWER TRANSMISSION CORPORATION OF UTTARAKHAND LIMITED (hereinafter called the "PURCHASER" of the other part, which expression shall wherever the context so admit, include its executors, administrators, successors and assigns)

Whereas in accordance with the contract Agreement No. .... dated..... between Power Transmission Corporation of Uttarakhand Limited and ....., a company/Firm incorporated/registered under the Indian Companies Act, 1956/Indian Partnership Act, having its registered office at....., hereinafter referred to as the "CONTRACTOR", (which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, representatives and assignees), the Contractor agrees to Supply, Design, Erect, Construct and Commission .....(Name of the Project/Work/Facilities) as provided in the said contract.

And WHEREAS, the payment terms of the said contract provide, that the Contractor shall furnish to the purchaser, a Bank Guarantee in the sum of 10% value of the contract valid till.....(date of validity including claim period as per terms and conditions of the Contract).

**NOW THEREFORE, THE DEED OF GUARANTEE WITNESSES AS FOLLOWS:**

- 1) IN CONSIDERATION OF THE PROMISES, the Guarantor hereby guarantees that the Contractor will Supply the aforesaid material and/or execute the Works strictly as per terms & conditions of the contract, failing which the Guarantor shall pay to the Purchaser on demand all the moneys due and payable under this guarantee, as the Guarantor may be called upon by Purchaser to pay, but not exceeding in the aggregate, the said sum of Rs..... (Rupees.....), being 10% value of the Contract.
- 2) The Guarantor shall pay to the Purchaser on demand the sum under Clause 1 above without demur and without requiring the Purchaser to invoke any legal remedy that may be available to it to compel the Guarantor to pay the same or to compel such performance by the Contractor, provided that where the Guarantor consider the demand of the Purchaser unjustified shall nevertheless pay the same though under protest and shall not withhold payment on that account.
- 3) The Guarantor further undertakes that this guarantee shall be kept valid and binding on the Guarantor from the time this guarantee is given until fulfilment of all its commitments as provided in and as per the terms and conditions of the said contract and the liability of the Guarantor hereunder shall not be impaired and/or discharged by any extension of time or variations or alterations made, given, considered or agreed with or without the Guarantor's knowledge or consent by or between the parties involved and it will remain valid till all the terms & conditions are duly satisfied.
- 4) We, the Guarantor, also undertake that we shall not, during the currency of this guarantee herein given or during the period of its extension, if any, revoke the same without the written consent of the Purchaser.
- 5) This guarantee shall come into force from the date hereof and remain valid upto..... However, the period of the contract is for any reason extended thereby extending the said date and upon such extension, if the contractor fails to furnish a fresh or renewed Bank Guarantee for the extended period, the Guarantor shall pay to the Purchaser the said sum of Rs. .... (Rupees ..... ) Or such lesser sum as the purchaser may demand.
- 6) It is not obligatory on the part of Purchaser to establish non-fulfilment of the contractual obligations by the Contractor. We, the Guarantor, will on simple demand from Purchaser, pay the said amount of Rs..... (Rupees.....) as indicated in clause (1) above without demur and without requiring purchaser to invoke any legal remedy, even if the Contractor considers such demand of Purchase as unjustified. The decision of Purchaser that any sum has become payable shall be final and binding on the Guarantor.
- 7) The guarantee shall not be determined or affected by the liquidation or winding up, dissolution or change in the constitution of or insolvency of the Contractor or the Guarantor, but shall in all respects and for all purposes be binding and operative until payment of all sum or amounts payable to Purchaser in terms hereof, are made.
- 8) We, the Guarantor further agree that the Guarantee will be extended/renewed TWO (2) months before the expiry of this guarantee, if for any reasons the contract has not been completed within the scheduled time, whether or not any written communication is made by the Purchaser in this behalf. The expected date of completion shall be communicated by the Contractor to the Purchaser and the Guarantor for extending the validity of the Guarantee. If the guarantee is not so extended, then the purchaser shall have fullest liberty, without any question and objection, to encash the guarantee, without any notice to the guarantor or the contractor.
- 9) Any account settled between the Purchaser and the Contractor shall be conclusive evidence against the Guarantor of the amount due and shall not be questioned by the Guarantor.
- 10) The neglect or forbearance of the purchaser in enforcement of payment of any moneys the payment whereof is intended to be hereby secured or the giving of time by the purchaser for the payment thereof shall in no way relieve the Guarantor of its liability under this deed.

- 11) The Purchaser and the Contractor will be at liberty to carry out any modifications in the said contract during the currency of the contract and any extension thereof, notice of which modification to the Guarantor is hereby waived.
- 12) The Guarantor also agrees that the purchaser at its option shall be entitled to enforce this guarantee against the bank as a principle debtor, in the first instance without proceeding against the contractor and notwithstanding any security or other guarantee the purchaser may have in relation to the contractor's liability.

Not with standing anything contained above, the Guarantee hereunder is restricted to the said sum of Rupees.....and this guarantee shall expire on the ..... (date) day of .....(month and year) unless claim under this guarantee is filed upto the .....(date) .....(month & year), all such claim shall lapse and the Guarantor shall be discharged from the guarantee.

**FOR AND ON BEHALF OF THE GUARANTOR HAS SIGNED THIS DEED ON THE DAY AND YEAR FIRST ABOVE WRITTEN. .**

**Witness:**

1.....

Signed by

For and on Behalf of the Guarantor

Name of the Bank, Address and common Seal  
Name and Designation of the Authorized Signatory

2.....

**FORM OF THE BANK GUARANTEE FOR EARNEST MONEY**  
**(To be submitted with Bid Part-I)**

(For depositing earnest money in case the amount for deposit exceeds Rs. 20,000 Bank guarantee should be on a non-judicial stamp Paper of Rs. 100.00 as per present act and should be checked by the tenderer at the time of issuing the Bank Guarantee to any change in the Stamp value.)

To,

-----  
-----

**POWER TRANSMISSION CORPORATION OF UTTARAKHAND LTD.**

**DEHRADUN.**

Sir,

WHEREAS, Messers.....a company incorporated under the Indian Companies Act, its registered office at ...../a firm registered under the Indian Partnership Act and having its business office at..... son of .....of Messrs.....at...../Sri..... son of.....resident of .....at .....Sri.....son of .....resident of .....partners carrying on business under the firm's and style of Messrs .....at .....which is an unregistered partnership (hereinafter called the "the Tenderer") has /have in response to your tender Notice against specification number PTCUL/..... for .....offered to supply and / or execute the works as contained in the Tender's letter No.....

AND WHEREAS the Tenderer is required to furnish you a Bank Guarantee for the sum of Rs. .... as earnest money against the tenderer's offer as aforesaid:

AND WHEREAS we .....(name and full address of the bank) have at the request of the tenderer agree to give you the guarantee a hereinafter contained.

NOW THEREFORE in consideration of the promises, we the undersigned hereby, covenant that the aforesaid tender of the tenderer shall remain open for acceptance by you during the period of validity as mentioned in the tender or any extension here of you and the tenderer may subsequently agreed and if the tenderer shall for any reason back out whether expressly or impliedly from his said tender during the period of its validity or any extension thereof as aforesaid, we hereby guarantee to you the payment of sum of Rs ..... on demand notwithstanding the existence of any dispute between the Power Transmission Corporation of Uttarakhand Ltd. and the tenderer, in this regard AND we hereby further agree as follows:

- (a) That you may without affecting this guarantee grant time or other indulgence to or negotiate further with the tenderer in regard to the conditions contained in the said tender and hereby modify these conditions or add thereto any further conditions a may be mutually agreed upon between you and the tenderer.
- (b) That the guarantee hereinbefore contained shall not be affected by any charge in the constitution of our Bank or in the constitution of the tenderer.
- (c) That any account settled between you and the tenderer shall be conclusive evidence against us of the amount due hereunder and shall, not be questioned by us.

- (d) That this guarantee commences from the date hereof and shall remain in force till the tenderer, if his tender is accepted by you, furnishes the security as required under the said specifications and executes a format agreement as therein provided or till 45 days after the period of validity or the extended period of validity, as the case may be of tender whichever is earlier.
- (e) Notwithstanding anything contained above of the Guarantor hereunder is restricted to the said sum of Rs..... and this guarantee shall expire on the..... Day of .....2012 Unless a claim under the guarantee is filled with the Guarantor within six months of such date. All claims shall laps and the Guarantor shall be discharge from the guarantee.
- (f) That the expressions 'the tender' and the Bank the Power Transmission Corporation of Uttarakhand Ltd. herein used shall, unless such interpretation is repugnant to the subject or context include their respective successors and assigns.
- (g) We.....(Name of Bank) lastly undertake to pay to the (PTCUL) any money so demanded not withstanding any dispute or disputes raised by the contractor(s) /supplier(s) in any suit or proceeding pending before any court or Tribunal relating arbitration there to of liability under the present being absolute and unequivocal.

The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the contractor(s)/ supplier(s) shall have not claim against us for making such payment.

Yours Faithfully