## SCHEDULE - GENERAL TERMS & CONDITIONS

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SCHEDULE - GENERAL TERMS & CONDITIONS

1. LANGUAGE

1.1 All documents, instructions, catalogues, brochures, pamphlets, design data, norms and calculations, drawings, operation, maintenance and safety manuals, reports, labels, on deliveries and any other data shall be in English Language.

1.2 The Contract agreement and all correspondence between the Purchaser/Consultant and the Contractor shall be in English language.

1.3 However, all signboards required to indicate "Danger" and/or security at site and otherwise statutorily required shall be in English & Hindi languages.

2. CONSTRUCTION OF CONTRACT

The terms & conditions herein contained including annexures shall construe the entire Contract and understanding between the parties and shall supersede all other communications which were made prior to the signature of the Contract, whether written or oral between the parties hereto with respect to the subject matter hereof.

3. SECURITY DEPOSIT

3.1 The Contractor shall be required to submit Security Deposit of 10% of the contract price in the form of Bank Guarantee in Purchaser’s enclosed proforma within 15 days from the date of Work order. Additional Work allotted in continuation to this with respect to (if any) attract additional security deposit @ 5% of additional amount.

The Contractor shall be required to submit Security Deposit Bank Guarantee issued by State Bank of India or a Nationalised Bank. Earnest money paid by the successful tenderer may be adjusted towards security deposit.
3.2 The Security Deposit furnished by the Contractor will be subject to the terms and conditions of the contract and the Purchaser will not be liable for payment for any interest on the security deposit or depreciation thereof.

3.3 Security Deposit Bank Guarantee shall be for the due and faithful performance of the Contract and shall remain binding notwithstanding such variations, alterations or extensions of time, as may be made, given concluded or agreed to between the Contractor and the Purchaser under the General Conditions of Contract or otherwise.

3.4 The Security Deposit furnished by the Contractor (i.e., the successful Tenderer) shall be subject to the terms & conditions of the contract finally concluded between the Contractor and the Purchaser.

3.5 The Security Deposit Bank Guarantee shall be valid till expiry of guarantee period and shall be released on application by the Contractor within thirty (30) days after the expiry of the guarantee period and after the Contractor has discharged all his obligations under the Contract and produced a "No Demand Certificate" from the Purchaser. The Purchaser shall not unreasonably withhold the issue of "No Demand Certificate" after receipt of request for the same.

3.6 The Security Deposit is stated by its terms, to be payable on demand of the Purchaser when anyone of the following conditions arises:

   a) The Contractor is in breach of the contract and fails to remedy the breach within forty two (42) days after receiving written notice from the Purchaser requiring him to do so. The notice shall state the intention to claim under the Security Deposit, the amount claimed and the breach relied upon, or

   b) The Purchaser has obtained an award in settlement of dispute and the amount settled has not been paid within forty two (42) days after the award, or

   c) The Contractor has gone into liquidation or is bankrupt, or

   d) Any other reason which may affect the contractual obligations of the Contractor.

In every case the Purchaser shall, when making the claim, send a copy thereof to the Contractor.

4. IMPORT LICENCE AND FOREIGN EXCHANGE

If any portion of the supplies is required to be imported by the Contractor for incorporation in or manufacture of the equipment /materials, the Contractor shall arrange the necessary import license and foreign exchange on its own. The Purchaser shall neither bear any responsibility nor any liability in this regard including any variation in Foreign exchange rate.

5. INSURANCE
5.1 All the insurances required for the supplies/services covered under the Contract shall be arranged by the Contractor at his own cost. The Purchaser shall neither bear any responsibility nor any liability whatsoever on this account.

5.2 The Contractor shall take out insurance policy in the joint name of the Contractor and the Purchaser from one or more Nationalised Insurance Company from any branch office at Ranchi.

5.3 The insurance policy to be taken by the Contractor shall cover replacement cost of all supplies & services with due consideration of escalation, incidental expenses, supervision cost, re-erection cost etc.

5.4 The insurance policy shall cover third party liability. The third party liability shall cover the loss/disablement of human life and also cover the risk of damages to others materials/equipment/properties during erection, testing and commissioning at site. The value of third party liability shall cover such compensation as may be awarded by a Court of Law in India for loss of human life or partial/full disablement. The value shall also cover for damages to others equipment/property as approved by the Purchaser.

5.5 The policy shall cover all risks and shall be valid till successful commissioning and taking over of the systems by the Purchaser.

5.6 All the insurance claims shall be lodged and settled by the Contractor and the missing/damaged items shall be replaced/repaid by the Contractor without any extra cost to the Purchaser and without affecting the scheduled completion time. The Purchaser’s decision regarding replacement of goods damaged, lost or rendered unusable shall be final.

5.7 The Contractor shall arrange accident insurance policy for his own personnel deputed to site and also take out a separate policy for his workmen as per Workmen’s Compensation Act.

6. DEATH, BANKRUPTCY ETC.

If the Contractor shall die, dissolve or become bankrupt or insolvent or cause or suffer any receiver to be appointed of his business or any assets thereof compound with his Creditors, or being a corporation commence to be wound up, not being a member's voluntary winding up for the purpose of amalgamation or reconstruction, or carry on its business under a Receiver for the benefits of its Creditors or any of them, the Purchaser shall be at liberty:

a) to terminate the Contract forthwith upon coming to know of the happening of any such event as aforesaid by notice in writing to the Contractor or to the Receiver or Liquidator or to any person in whom the Contract may become vested to, or

b) to give such Receiver, Liquidator or other person the option of carrying out the Contract subject to his providing a guarantee upto an amount to be agreed for the due and faithful performance of the Contract.
7. RESPONSIBILITY FOR PERFORMANCE OF CONTRACT

7.1 The Contractor is to be entirely responsible for the due performance of the contract in all respects according to the intent and meaning of the drawings specifications and all other documents referred in the Contract. Any approval which the Purchaser/ Consultant/ Inspector may have given in respect of the stores, materials or other particulars and the work or the workmanship involved in the contract (whether with or without test carried out by the Contractor or the Purchaser) shall not bind the Purchaser and notwithstanding any approval or acceptance given by the Purchaser, it shall be lawful for the Purchaser to reject the materials at site, if it is found that the materials supplied by the Contractor are not in conformity with the terms and conditions of contract in all respects.

7.2 Co-operation with other Manufacturers and Contractors

The Contractor shall co-operate with the Purchaser's other Contractors, if any, for any associated plant and freely exchange all technical information with them to avoid unnecessary duplication of equipment/scope work. The Contractor shall further co-operate and furnish all possible help and information required by other Contractors for construction and erection of associated plant, structures, civil and electrical work. No remuneration shall be claimed from the Purchaser for such co-operation.

8. SUB-LETTING OF CONTRACT/ASSIGNMENT

8.1 The Contractor may draw upon and seek the co-operation of and/or sublet the design, engineering, supply of equipment, materials and the work of erection, structural work, dismantling, testing, commissioning and transportation of materials, equipment, and civil work (wherever applicable) etc. to Engineers/Manufacturers/ Consulting/ Construction Firm or Company with the prior written permission of the Purchaser subject to the overall responsibilities and liabilities of the Contractor for the successful completion of the entire obligations under the Contract without in any way shifting and/or diluting their overall responsibilities, liabilities and obligations under the Contract.

8.2 In case of failure of prompt and/or satisfactory performance of the work sublet to the Sub-contractor or sub-supplier, the Contractor shall engage any other Manufacturer/Engineers/Consulting/Construction Firm or Company to ensure timely completion of work with the prior written permission of the Purchaser. In the event of the Contractor contravening this condition the Purchaser shall be entitled to place the Contract elsewhere on the Contractor's account and at his risk and cost and the Contractor shall be liable for any loss or damage which the Purchaser may sustain in consequence of or arising out of such replacement of the Contractor.

8.3 Bought-out items, critical components, proprietary items and equipment manufactured and supplied by specialized manufacturers which the Contractor intends to incorporate in the Contract Work shall also come under the purview of this clause. However, the Contractor shall follow the recommended suppliers list of the Purchaser, if any and to the extent applicable, in this regard.

8.4 Approval of the Purchaser under this clause shall not be required in the case:
i/ of materials bearing test certificates such as rolled steel materials, pipes or such other standard materials.

ii/ of equipment manufactured as per the manufacturing drawings prepared by the Contractor and approved by the Purchaser.

8.5 The Purchaser may request the Contractor to submit un-priced copies of purchase orders with technical specifications included in all orders placed on Sub-contractors and the Contractor shall promptly comply with the same.

8.6 In case the Contractor intends to assign the contract to some other party, he will seek prior permission of Purchaser and the said request may be considered by the Purchaser on the terms & conditions to be decided by the Purchaser.

9. RESPONSIBILITY FOR COMPLETENESS

9.1 Any supplies and services which might not have been specifically mentioned in this Contract but are necessary for the design, engineering, manufacture, supply, construction, erection, commissioning, performance and/ or completeness of the works, shall be supplied/provided by the Contractor without any other extra cost to the Purchaser within the time schedule for efficient and smooth operation and maintenance of the works under Indian/Local conditions unless expressly excluded from the scope of supplies and services in this Contract.

9.2 The approval by the Purchaser/Consultant at any stage for any supplies and services by the Contractor shall not relieve the Contractor of his obligations indicated hereinabove.

10. TYPE, QUALITY OF MATERIALS AND WORKMANSHIP

10.1 The Contractor shall be deemed to have carefully examined and to have knowledge of the equipment, the general and other conditions, specifications, schedules, drawings, etc. forming part of the Contract and also to have satisfied himself as to the nature and character of the work to be executed and the type of the equipment and duties required including wherever necessary, of the site conditions and relevant matters and details. Any information thus had or otherwise obtained from Purchaser/ Consultant shall not in any way relieve the Contractor from his responsibilities under the contract including erection of material and equipment supplied and incidental works and supply of accessories or apparatus not specifically mentioned in the contract but necessary for ensuring completeness and efficient working of the equipment and systems and contractual obligations for designing, manufacturing and supplying the Facilities at site and executing the work in terms of the Contract. If the Contractor shall have any doubt as to the meaning of any portion of the Contract, he shall, before signing it set forth the particulars thereof and submit to the Purchaser in writing in order that such doubt may be removed.

10.2 The Equipment/material under scope of supply shall be of the best quality and workmanship according to the latest engineering practice at the time of placement of order and shall be manufactured from materials of best quality or highest class considering strength and durability for their best performance. All material shall be new. Substitution of specified material or variation from the method of
fabrication may be permitted with the prior written approval of the Purchaser. Such approval shall be granted only if a compelling reason exists for making a substitution.

10.3 The Contractor shall procure and/or fabricate all materials and equipment in accordance with all requirements of Central and State enactments, rules and regulations governing such work in India and at site. This shall not be construed as relieving the Contractor from complying with any requirement of Purchaser as enumerated in the Contract Specifications which may be more rigid than and not contrary to the above mentioned rules, nor providing such construction as may be required by the above mentioned rules and regulations. In case of variance of the Contract Specification from the laws, ordinance, rules and regulations governing the work, the Contractor shall immediately notify the same to the Purchaser. It is the sole responsibility of the Contractor, however, to determine that such variance exists. Wherever required by rules and regulations, the Contractor shall also obtain the approval of Statutory Authorities for the plant, machinery and equipment to be supplied & erected by the Contractor.

10.4 Codes and standards referred in Contract documents shall be followed. Codes and standards of other countries can be followed with the prior written approval of Purchaser, provided materials, supplies & equipment according to the standard are equal to or better than the corresponding standards specified in the Contract.

10.5 All meters, gauges, recorders and other types of indicating, integrating or recording devices shall be calibrated in metric system and degree Celsius. Where vernier attachments are related, English system gearing must be changed to produce result on a true decimal (metric basis). Functions and instruction plates shall be mentioned in English language.

10.6 Brand names mentioned in the Contract documents are for the purpose of establishing the type and quality of products to be used. The Contractor shall not change the brand name and qualities of the bought-out items without the prior written approval of the Purchaser. All such products and equipment shall be used or installed in strict accordance with original manufacturer’s recommendations, unless otherwise directed by the Purchaser.

10.7 All materials used in the manufacture of the equipment shall be selected from the best available for the purpose, considering strength durability and best engineering practice. Liberal factors of safety shall be used through the design and especially in the design of all parts subject to alternating stresses. All the work shall be performed and completed in a thorough workman like manner and shall follow the best practice in the light of modern developments in manufacture of high grade equipment notwithstanding any omissions in the specification.

10.8 The Contractor shall be deemed to be aware of the fact that the supplies and services under the Contract are required for the project and he shall therefore, make provisions for his supplies and/or services to be so adjusted that they fit into Purchasers general scheme in respect of the project and will not interfere with interaction of the combined operation. The Contractor shall make necessary references and inquiries at appropriate stages.
11. **ERRORS AND OMISSIONS**

11.1 The Contractor shall be liable for any discrepancies, errors and omissions in the drawings or other information submitted by him, irrespective of whether these have been approved by the Purchaser.

11.2 The Contractor shall take all corrective measures arising out of discrepancies, errors and omissions in drawings and other information within the time schedule and without extra cost to the Purchaser.

11.3 The Contractor shall also be responsible for any delay and/or extra cost if any, in carrying out engineering and site works arising solely out of discrepancies, errors and omissions stated above as well as of any late revision/s of drawings and information submitted by the Contractor. The Contractor shall pay for any extra cost due to any alteration of the work necessitated by reasons of any discrepancy, error or of omission in the drawing and particulars supplied by the Contractor.

12. **APPROVAL BY THE PURCHASER/CONSULTANT**

12.1 The Contractor shall submit the documents & drawings according to the categories as mentioned in the Technical Specification for approval/review.

12.2 All changes from the agreed specifications/drawings shall be subject to the approval of the Purchaser/Consultant.

12.3 All Sub-contractors to be engaged for design and engineering, manufacture, supplies and any other work/services covered under the Contract shall be subject to the written approval of the Purchaser/Consultant.

12.4 While the Contractor shall make/execute/perform supplies, work and services in terms of the Contract, the Purchaser shall have the right to check and approve design, type, quality, quantity, materials and workmanship of any or all items of supplies, work and services where considered necessary by the Purchaser to ensure that supplies, work and services made/executed/ performed by the Contractor are in accordance with the provisions of this Contract.

12.5 The Project In-charge of Contractor who shall be in overall charge of the Project at site shall be appointed in consultation with the Purchaser.

12.6 All Experts/Specialist of the Contractor assigned to the site including their assignment schedules shall be subject to approval of the Purchaser. The Contractor shall submit bio-data of all such personnel in advance of their assignment.

12.7 To enable the Purchaser to accord approval/review if any, the Contractor shall submit back-up data/drawings/basic calculations/assumptions as may be required by the Purchaser/Consultant.

12.8 Where approval of the Purchaser is required or implied but is not specifically provided for elsewhere in this Contract, such approval shall also come within the purview of this clause.
12.9 Approval by the Purchaser in terms of this clause shall not relieve the Contractor of his obligations under this Contract.

12.10 All equipments would be inspected & supplies as per GTP and drawing provided in T.S. (Technical Specifications).

13. PROGRAMME OF WORK & PROGRESS REPORT

The Contractor shall submit weekly progress reports detailing status of following activities as on every Monday to the Purchaser (i) Engineering Drawing (ii) Procurement of materials and bought-out items (iii) Manufacturing (iv) Testing & Inspection (v) Ex-works dispatch of equipment/ materials (vi) Payment received.

The weekly progress report shall be submitted in 7 (Seven) copies and shall be distributed as per following:

(a) One copy to Member (Dist.), JSEB, Ranchi.
(b) One copy to GM(R-APDRP), JSEB, Ranchi.
(c) One copy to the GM cum CE of the concerned Supply Area Board.
(d) One copy to ESE cum Chief Executive Officer of concerned Electrical Supply Circle.
(e) One copy to Electrical Executive Engineer (Central Store).
(f) one copy to Electrical Executive Engineer (MRT)
(g) one copy to Electrical Executive Engineer (Concerned Supply Division)

The Contractor shall submit at such times as may be requested by the Purchaser, schedules showing the programme and other in which the Contractor proposes to carry out the work with dates and estimated completion time, for various parts of the work which shall be within the framework of schedule of completion of the work covered under the scope of the Contractor. Such schedule shall be approved by the Purchaser prior to starting of the work. Such time shall be binding on the Contractor for the purpose of assessing the liquidated damages as per the provisions of Liquidated Damages clause given hereinafter.

During the progress of works the Contractor shall furnish the Purchaser with weekly progress report and such other reports as required by the Purchaser.

14. INSPECTION & TESTS AT CONTRACTOR’S/MANUFACTURER’S PREMISES

14.1 The Purchaser or his duly authorised representatives, shall have at all reasonable times access to the Contractor’s premises or works and shall have the power at all reasonable times to examine, inspect and call for tests of the materials and workmanship during the manufacture and assembly in the Contractor’s premises or works, and if a part of the plant is being manufactured not at Contractor’s premises but at other premises the Contractor shall obtain for the Purchaser or his duly authorised representatives permission to examine, inspect or test as if the plant or equipment were being manufactured at Contractor’s own premises. The cost of all the above said tests and any other tests shall be borne by the Contractor.
14.2 The Contractor on being requested shall present sufficient documentary evidence that the materials used in the manufacture of the equipment will meet the specification requirement. The Contractor shall produce requisite test certificates along with specimen and test pieces on which tests will be carried out by the manufacturer at the time of examination. With respect to large casting or forging the Contractors shall arrange for X-ray and ultrasonic tests to be carried out at his own cost. Such tests shall be carried out free of cost to the Purchaser and should the Contractor himself be not in a position to carry out the tests, he shall arrange to get these tests done by Govt. approved test houses and the cost for such tests shall be to Contractor’s account.

14.3 The Purchaser or his duly authorised representative shall have the right to be present at all tests carried out and arranged by the Contractor. Samples and specimens shall become the Purchaser’s property.

14.4 The Contractor shall notify the Purchaser in an appropriate manner as to the progress of the contract work particularly before any assembly in order that the inspection or test can be carried out as may be required to ascertain without prejudice to the Contractor’s liability whether the materials and/or services are in conformity with the requirements of the Contract.

14.5 The Purchaser or his duly authorised representative shall, on giving 7 days’ notice in writing to the Contractor setting out any grounds of objection which he may have in respect of the work, be at liberty to reject all or any plant or workmanship, which are not in accordance with the contract and do not fulfill the requirement of the Contract.

14.6 The Contractor shall give reasonable notice as may be acceptable to the Purchaser/Inspector but not less than ten (10) days in advance of any material being ready for testing, specifying the period likely to be required for such testing and the Purchaser or his authorised representative shall (unless the inspection or tests is voluntarily waived by the Inspector) on giving twenty four (24) hours previous notice in writing to the Contractor’s works as the case may be, attend and witness the testing as soon as possible from the date on which the materials is notified as being ready for testing or inspection, failing which Contractor shall proceed with the tests which shall be deemed to have been made in the presence of the Purchaser/ Inspector and shall forthwith forward to the Purchaser and Inspector duly certified copies of the tests reports for approval and necessary clearance for dispatch. The inspection should be done in all cases on the due date positively except in State of force majeure.

14.7 In all cases, where examination, inspection and testing are to be carried out whether at the premises of the Contractor or Sub-contractor the Contractor, except where otherwise specified, shall provide, free of charge to the Purchaser such labor, materials, electricity, fuel, water stores, apparatus and instruments as may be reasonably required to carry out efficiently such tests of the equipment/materials, in accordance with the contract and shall have facilities to the Purchaser/Inspector or his authorised representative to accomplish/witness such testing.
For all equipment supplied the following documents (as applicable) will be put up for inspection along with the equipment and will be checked by the Inspecting Authority of the Purchaser.

a/ Dimensional General Arrangement Drawings.

b/ Electrical Schematic Diagram with terminal numbers.

c/ External Wiring Diagram.

d/ Internal Wiring Diagram.

e/ List and Catalogues for components used.

f/ Manufacturer's Test Certificate.

g/ Type Test Certificate.

h/ Instruction manuals for erection, testing and commissioning and operation and maintenance.

After inspection an endorsement would be made in the inspection certificate about the availability of the documents.

14.8 When the tests have been satisfactorily completed at the Contractor's or Sub-contractor's works, the Purchaser/Inspector shall forthwith issue a certificate to that effect. If a final certificate can not be issued, a preliminary or provisional certificate shall be issued. If the tests were not witnessed by the Purchaser or his representative, the certificate shall be issued on receipt and scrutiny of the test report from the Contractor but not later than fifteen (15) days after the receipt of the tests reports by the Purchaser. No material/equipment shall be dispatched before such certificates have been issued.

The satisfactory completion of these tests or the issue of the certificate shall not bind the Purchaser to accept the material/equipment should it, on further tests after erection, be found not to comply with contract.

14.9 Notwithstanding anything state hereinabove, all equipment/ materials purchased from sub-vendors/ manufacturers shall be subject to inspection by Purchaser’s representative. However, if materials are not offered for inspection at scheduled date, time and place or equipment/ materials are rejected during course of inspection, the cost of re-inspection @ 0.5% of the landed cost of equipment/ materials shall be recovered from the Contractor.

14.10 List of preferred make for major items is provided in the contract strictly as per TS. For other items whose preferred makes are not mentioned may be purchased having ISI mark or manufacturer having ISO 9001:2000 certificate, after approval of purchaser.
15. **PACKING, IDENTIFICATION AND MARKING**

15.1 The Contractor shall include and provide for securely protecting and packing the materials so as to avoid loss or damage during handling & transport by air, rail and road.

15.2 All packing shall allow for easy removal and checking at site. Special precaution shall be taken to prevent rusting of steel and iron parts during transit.

15.3 The number of each package in a shipment shall be shown in fraction, numerator showing number of the package and the denominator showing the total number of packages in a lot/consignment. The packages number shall be generally prepared wherever, possible, in the sequence in which they will be required for erection.

15.4 Each package delivered under the Contract shall be marked by and at the expense of the Contractor and such marking must be distinct and in English language (all previous irrelevant markings being carefully obliterated). Such marking shall show the following:

- Description and quantity of contents
- Name and address of consignee
- Gross weight and net weight of the package
- Name of the Contractor
- Contract Number
- Case No.

All markings shall be carried out with such materials as to ensure quickness of drying fastness and indelibility. Each equipment or parts of equipment shall when shipped or railed or otherwise dispatched, be tagged with reference to the assembly drawings and corresponding part numbers. Each bale or package shall contain a packing note quoting specifically the name of the Contractor, the number and date of contracts or orders and the name of the office placing the Contract, nomenclature of the stores and include a schedule parts for each complete equipment giving the part numbers with reference to the assembly drawing and the quantity of each part, drawing Nos. and tag numbers. Packages which cannot be marked in accordance to above shall have an attached metal tag with the corresponding marking.
15.5 Besides wherever necessary packing shall bear a special marking "TOP", "BOTTOM", "DO NOT TURNOVER", "KEEP DRY", "HANDLE WITH CARE", etc.

15.6 All packing cases, containers, packing and other similar materials shall be new and supplied free by the Contractor and same will not be returned unless otherwise stated in the schedule hereto.

15.7 Notwithstanding anything stated in this clause, the Contractor shall be entirely responsible for loss, damage or depreciation or deterioration to the materials & supplies due to faulty protective and insecure packing.

16. DISPATCH AND BILLING SCHEDULE

16.1 The Contractor shall prepare and submit detailed billing-cum-dispatch schedule for the supplies within 15 days of the Date of Work Order. The Contractor shall arrange for supplies in the logical sequence required for erection within the overall delivery schedule of the Contract. The Contractor shall promptly give written notice to the Purchaser of any anticipated delay in maintaining such schedule stating reasons and remedial measures, therefore. This shall not, however, in any way absolve the Contractor from his responsibility of timely delivery of supplies as per contractual time period.

17. DISPATCH PROCEDURE

17.1 The consignee for both rail and road dispatches shall be clearly marked as:
__________________________________ , (to be indicated by the Purchaser before placement of order.

The Contractor shall arrange to dispatch the following documents to:
a) One (1) original and six (6) photo copies of the clean rail/lorry receipt.
b) One (1) original and six (6) photo copies of Contractor’s signed invoice.
c) One (1) original and six (6) photo copies of Challan and Packing List.
d) One (1) original and six (6) photo copies of inspection certificate.
e) One (1) original and six (6) photo copies of Purchaser’s dispatch instruction without which no material/ equipment would be acceptable. It would be issued from GM/ R-APDRP/ ESE-cum-Nodal Officer (R-APDRP)
f) Copy of transit insurance policy.

The RR/Challans duly endorsed will be handed over to the Contractor for taking delivery of materials from Railway/Trucks unloading the same from wagons/ trucks and subsequent handling, transportation and storage at site after submission of custody-cum-indemnity bond in Purchaser’s approved proforma. The demurrage charges, if any, shall be paid by the Contractor.

17.2 **Transportation by Road**

In case of the consignments dispatched by road, the Contractor shall ensure that the following is observed by himself and the Sub-contractors, if any:

i) To identify and obtain the correct type of trucks/tailors, keeping in view the nature of consignments to be dispatched.

ii) Care being taken to avoid all possible chances of damages during transit to ensure that all packages are firmly secured.

iii) All consignment dispatched by road shall be on "door delivery" and freight paid basis.

17.3 **For bought out items, the Contractor shall arrange to dispatch the supplies directly to the Purchaser's work site at _____ (exact destination to be indicated by the Purchaser before placement of order) and the Consignee for both rail and road dispatches shall be the _____________________ (to be indicated by the Purchaser before placement of order).**
17.4 Notification of delivery or dispatch in regard to each and every consignment shall be made to the Purchaser immediately after dispatch or delivery insuring arrangements for its receipt at the site sufficiently in advance of actual delivery.

18. TRANSFER OF TITLES

The title of ownership and property in equipment/ spares/materials etc. shall pass on to the Purchaser as per the terms and conditions of this Contract after the Contractor has effected the dispatch ex contractor’s works/place of dispatch of the same to "___________________________" (to be indicated by the Purchaser before placement of order) and the Contractor has prepared necessary documentation for handing over the same to Purchaser's authorised representative, provided, however, such passing of titles of ownership and property to the Purchaser shall not in any way absolved, dilute or diminish the responsibility and obligations of the Contractor under this Contract including loss or damage and all risks which shall vest with the Contractor till the successful commissioning and final acceptance of the Plant as per this Contract.

19. TESTS ON COMPLETION

Where possible, all tests shall be carried out before shipment, rail or dispatch by any other means. Should, however, it become necessary for the final tests as to performance and guarantees to be held over until the system is erected at site, they shall be carried out by the Contractor's representative within one month or such time as may be considered reasonable by the Purchaser from the date of completion of erection or from the date on which the plant is put into commissioning. Should the result of these tests not come within the mark specified, the tests shall, if required, be repeated within one month from the date the system is ready for retest and the Contractor shall repay to the Purchaser all reasonable expenses which he may be put to by such retests. All tests will be conducted by the Contractor in the presence of Purchaser's representative.

20. ACCEPTANCE

20.1 Preliminary Acceptance
20.1.1 On completion of erection, Preliminary Acceptance Test (cold test) shall be taken up and carried out by the Contractor along with the Purchaser to prove that the system has been completely supplied, properly erected and is fit for commissioning.

20.1.2 Cold tests shall be performed on the individual equipment of the system and shall be designed to conduct the systematic check of the components and of the functional operation thereof.

20.1.3 Cold tests shall comprise site tests as defined in the Contract Specifications. Site tests shall be conducted by the Contractor under his sole responsibility and employing his personnel. The Purchaser’s supervisory personnel and skilled operating personnel shall, however, be present during the site tests.

20.1.4 A detailed programme of cold tests shall be drawn up by the Contractor 15 (fifteen) days in advance and shall be submitted to Purchaser for approval.

Such programme may be revised and adjusted during the test run as may be mutually agreed.

20.1.5 Results of cold tests shall be recorded jointly by the Contractor and the Purchaser.

20.1.6 On successful completion of Preliminary Acceptance Tests, and liquidation of the defects lists (except minor defects which in the opinion of the Purchaser will not affect the commissioning of the package/system), when the results of the Preliminary Acceptance Test are found to be to the satisfaction of the Purchaser, Preliminary Acceptance Test shall be considered to be completed.

20.2 Commissioning

20.2.1 Upon completion of Preliminary Acceptance Test, the Contractor shall start-up and commissions the system in an integrated manner under his sole responsibility. A detailed programme of commissioning shall be drawn by the Contractor 15 (fifteen) days in advance & submitted to the Purchaser for his approval.

20.2.2 The Contractor shall rectify the defects observed during commissioning period promptly.
20.2.3 Commissioning of the unit/system shall be deemed to be successfully completed when:

The System as defined in the Technical Specification of the Package shall give performance level upto the contractual rated capacity.

20.2.4 Results of start-up tests and commissioning shall be recorded jointly by the Contractor and the Purchaser.

20.2.6 On successful completion of commissioning of the System/Unit and its commencement of commercial use, commissioning certificate shall be issued by the Purchaser. Such certificate, however, shall be deemed to be on account and shall in no way relieve the Contractor from his liabilities and responsibilities in respect of the performance of the System as a whole.

20.3 Taking Over

The unit of the plant shall be taken over by the Purchaser when:

a) The Contractor has submitted all final drawings & documents in compliance with the provisions of the Contract. The Contractor shall submit 6 (six) sets of drawing of each equipment, CKT drawings, line diagrams etc. for the use of maintenance by the Purchaser after completion of each work.

b) The Contractor has supplied the spares, initial fill of oil & lubricant, special tools & tackles etc. as per the Contract.

c) The Contractor has complied with rectification of all the defects/deficiencies observed by the Purchaser contained in the Commissioning Certificate.

Taking over of the package shall in no way relieve the Contractor of his obligations under this Contract. Taking over means taking over physical possession.
20.4 **Demonstration of Performance Guarantee Parameters**

After Commissioning, the Contractor shall arrange for demonstration of Performance Guarantee Parameters as per Contract Specification.

In case the Contractor fails to demonstrate and prove the performance guarantee parameters and achieve the results, as agreed, the Contractor will rectify/replace the Facilities in order to achieve the performance guarantee parameters failing which the equipment/system will be liable for rejection.

20.5 **Balance Material**

After consumption of work final statement of materials will be prepared by Engineer-in-Charge. Balance/unconsumed petty materials only will have to be taken back by the contractor and its value will be deducted from his final bill/B.G.

21. **FINAL ACCEPTANCE**

Final acceptance certificate shall be issued to the Contractor on successful demonstration of Performance Guarantee Parameters of the System. On the issue of the Final Acceptance Certificate the Purchaser shall be deemed to be the owner of the plant, machinery and equipment installed.

22. **REJECTION OF DEFECTIVE SYSTEM**

22.1 If the system or any portion thereof, before it is finally accepted or taken over, be defective or fails to fulfil the requirements of the Contract, the Purchaser shall give the Contractor notice setting forth particulars of such defects or failure and the Contractor shall forthwith make the defective system good, or alter the same to make it comply with the requirements of the Contract. Should he fail to do so within a reasonable time, the Purchaser may reject and replace at the risk and cost of the Contractor, the defective unit, which fails to fulfil the requirements of the Contract. However, such rejection/replace ment by the Purchaser shall not absolve the Contractor of his responsibilities under this Contract.
22.2 In the event of such rejection, the Purchaser shall be entitled to the use of the system in a reasonable and proper manner for a time reasonably sufficient to enable him to obtain other replacement system.

23. **FORCE MAJEURE**

The time stipulated for dispatch, delivery, erection or completion as the case may be, shall be reckoned from the effective date of the Contract.

If at any time during the continuance of the Contract, the performance in whole or in part by either party of any obligations under the contract shall be prevented or delayed by reason of any war, hostilities, acts of public enemy, civil commotion, sabotages, fire, floods, explosions, epidemics, quarantine restrictions, or other Acts of God, strikes & legal lockouts (hereinafter referred to as 'Eventualities') then provided notice to the happening of any such eventualities is given by either party to the other within 15 days from the date of occurrence thereof, neither party shall by reason of such eventualities be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such performance or delay in performance and deliveries under this contract shall be resumed as soon as practicable after such eventualities have come to an end or ceased to exist and the decision of the Purchaser as to whether the deliveries/services have been so resumed shall be final and conclusive. Illegal strikes and lockouts shall not come under the purview of this clause.

Should one or both the parties be prevented from fulfilling their contractual obligations by a state of force majeure lasting continuously for a period of at least three months, the two parties should consult each other regarding the further implementation of the contract provided always that if no mutually satisfactory arrangement is arrived at within a period of one month from the expiry of three months referred to above, the contract shall be deemed to have expired at the end of the said three months referred to above. The above mentioned expiry of the contract will imply that both the parties have obligation to reach an agreement regarding the winding up and financial settlement of the Contract.

24. **LIQUIDATED DAMAGES FOR DELAY**

As mentioned in tender notice clause-21 Liquidated Damages for Delay.
25. **GUARANTEE**

25.1 The Contractor shall give the following guarantees in respect of the complete system supplied/work executed by them.

For a period of Sixty (60) calendar months of reliable regular working of the system commencing from the date of successful commissioning, the Contractor shall be liable to replace any parts that may fail or show signs of defects in case of his own supplies/services or those of his Sub-Contractors' under the conditions provided for by the contract and under proper use arising from faulty designs, materials or workmanship or from any act of omission of the Contractor/Sub-contractor. Guarantee period for spare shall be coincident with the guarantee period for erected equipment.

25.2 All such replacements of defective parts mentioned above shall be made free of cost at site by the Contractor and taking the return of the defective parts to the Contractor's works shall be Contractors' responsibility and shall be made good at his own expense. The Purchaser will, however, render such assistance in this matter as will expedite the same. In the case of defective parts not repairable at site but essential in the meantime for the commercial use of the plant, the Contractor shall replace at site free of cost to the Purchaser the said defective parts, before the defective parts are removed to his works.

25.3 If it becomes necessary for the Contractor to replace or rectify any defective portions of the equipment/system under this clause, the provisions of this clause shall apply to the portions of the equipment/system so replaced or rectified until the expiration of six months from the date of such replacement or rectification or until the end of the above mentioned period of twelve months, whichever may be the later. If any defect be not satisfactorily remedied within a reasonable time, the Purchaser may proceed to do the work at the Contractor’s risk and expense but without prejudice to any other contractual rights which the Purchaser may have against the Contractor in respect of any such defects.
25.4 If the replacement or rectification are of such character as may affect the efficiency of the system, the Purchaser shall have the right to give to the Contractor within one month of such replacement or rectification, notice in writing the "tests on completion" be made to ascertain that the system fulfils the guarantees. The costs of such tests shall be borne & paid by the Contractor.

25.5 Until the end of the guarantee period, the Contractor shall have the right of entry to the working site at his own risk and expense, by himself or his duly authorised representative whose name shall previously have been communicated in writing to the Purchaser, at all reasonable working hours, upon all necessary part of the works for the purpose of inspecting the working and the records of the system and taking notes there from and if he desires, at his own expense, making any tests subject to the approval of the Purchaser, which shall not be unreasonably withhold.

25.6 Consumables and normal wear parts shall be excluded from the purview of Guarantee clause. However, manufacturer’s standard warranty / guarantee for consumables shall be extended to the purchaser. In respect of equipment manufacturer’s warranty / guarantee available beyond the period stated under clause 25.2 above, Maintenance of the system will be done by the contractor for three year (One year free maintenance & two years paid maintenance). It may extendable further on mutual agreement.

26. NEGLIGENCE

26.1 If the Contractor shall neglect to execute the work with due diligence or expedition or shall refuse or neglect to comply with any reasonable order given to him in writing by the Purchaser in connection with the work or shall contravene the provisions of Contract, the Purchaser may give notice in writing to the Contractor calling upon him to make good the failure, neglect or contravention complained of within such time as may be deemed reasonable and in default of the compliance with the said notice, the Purchaser without prejudice to his rights under para below hereto, may rescind or cancel the Contract holding the Contractor liable for the damages that the Purchaser may sustain in this behalf. The making good the failure, neglect or contravention hereunder will be governed by the clause "Rejection of Defective System"

26.2 Should the Contractor fail to comply with such notice within a reasonable period from the date of serving thereof, in case of failure, neglect or contravention capable of being made good within that time or otherwise such time as may be reasonably necessary for making good for same, then in such case
without prejudice to the Purchaser's right under para above hereto, the Purchaser shall have the option and be at liberty to take the work wholly or in part out of the Contractor's hands and may complete the work as envisaged in the contract either departmentally or may re-contract with any other person or persons to execute the same or any part thereof and provide other materials, tools, tackles or labour for the purpose of completing the work or any part thereof.

26.3 In such event the Purchaser shall, without being responsible to the Contractor for wear and tear of the same, be entitled to seize and take possession and have free use of all materials, tools, tackles or other things which may be on the site for use at any time in connection with the work to the exclusion of any right of the Contractor over the same and the Purchaser shall be entitled to retain and apply any balance sum which may otherwise be then due on the Contract by him to the Contractor or such part thereof as may be necessary to the payment of the cost of execution of such work as aforesaid.

26.4 If the cost of executing the work as aforesaid shall exceed the balance due to the Contractor and the Contractor fails to make good the deficit, the said materials, tools, tackles, construction plant or other things and properties of the Contractor as may not have been used up in the completion of the works, may be sold by the Purchaser and the proceeds applied towards the payment of such difference and the cost of and incidental to such sale. Any outstanding balance existing after crediting the proceeds of such sale shall be paid by the Contractor on the certificate of the Purchaser. But when all expenses, cost and charges incurred in the completion of the work are paid by the Contractor, all such materials, tools, tackle, construction plant or other things not used in the completion of the works and remaining unsold shall be removed by the Contractor.

27. **SUSPENSION**

27.1 The Purchaser may suspend the work in whole or in part at any time by giving Contractor notice in writing of such effect stating the nature, the date and the anticipated duration of such suspension.

27.2 On receiving the notice of suspension, the Contractor shall stop all such work which the Purchaser has directed to be suspended with immediate effect. The Contractor shall continue to perform other work in terms of the Contract which the Purchaser has not suspended.

27.3 The Purchaser may at anytime cancel the suspension notice for all or any part of suspended work by giving written notice to the Contractor specifying the part of work to be resumed and the effective date
of suspension withdrawal. The Contractor shall resume the suspended work as expeditiously as possible after receipt of such withdrawal of suspension notice.

27.4 In the event of suspension of work, the Purchaser shall neither be responsible nor be liable to pay to the Contractor for any damage, loss and idle labour caused by such period of suspension of work.

28. CANCELLATION OF THE CONTRACT

If the Contractor shall neglect to comply with any orders given to him in writing by the Purchaser or on behalf of the Purchaser within the scope of the contract or shall contravene the provisions of the contract, the Purchaser may give notice in writing to the Contractor calling upon him to make good the failure, neglect or contravention complained of within such time as may be deemed reasonable not exceeding 15 days and in default of the compliance with the said notice within the time specified in the notice the Purchaser without prejudice to his rights under para below hereto, may rescind or cancel the contract holding the Contractor liable for the damages that the Purchaser may sustain on his behalf. The making good, the failure, neglect or contravention hereunder will be governed by provisions of respective conditions of contract. Should the Contractor fail to comply with such notice within the stipulated time from the date of service thereof, in the case of failure, neglect or contravention capable of being made good within that time otherwise within such time as may be specified by the Purchaser for the same making good, then and in such case without prejudice to the Purchaser's right under above hereto, the Purchaser shall have the option and be at liberty to take the work wholly or in part out of the Contractor's hand and may complete the work envisaged in the contract either departmentally or may recontract at a minimum possible price with any other persons to execute the same or any part thereof and provide other materials, tools, tackle or labour for the purpose of completing the work or any part thereof.

In such event the Purchaser shall, without being responsible to the Contractor for wear and tear of the same, be entitled to seize and take possession and have free use of all materials, tools, tackle or other things which may be on the site for use at any time in connection with the work to the exclusion of any right of the Contractor over the same, and the Purchaser shall be entitled to retain and apply any balance sum which may otherwise be then due on the contract by him to the Contractor or such part thereof as may be necessary to the payment of the cost of execution of such work as aforesaid.

If the cost of executing the work as aforesaid shall exceed the balance due to the Contractor and the Contractor fails to make good the deficit, the said materials, tools, tackle, construction plant and other things, the property of the Contractor as may not have been used up in the completion of the work, may
be sold by the Purchaser and the proceeds applied towards the payment of such difference and cost of
and incidental to such sale any outstanding balance existing after crediting the proceeds of such sale shall
be paid by the Contractor on the certificate of the Purchaser but when all expenses, costs and charges
incurred in the completion of the work are paid by the Contractor, all such materials, tools, tackle,
construction plant or other things are not used in the completion of the works and remaining unsold shall
be removed to the Contractor.

29. **SECRECY, TITLES**

29.1 All maps, plans, drawings, specifications, schemes and the subject matter contained therein and
all other information given to the Contractor by the Purchaser in connection with the performance of the
Contract Work shall be held confidential by the Contractor and shall remain the property of the Purchaser
and shall not be used or disclosed to third parties by the Contractor for any purpose other than for which
they have been supplied or prepared. The Contractor may disclose to third parties, upon execution of
secrecy agreements satisfactory to the Purchaser, such part of the drawings, Specifications or information
if such disclosure is necessary for the performance of the Work.

29.2 Maps, layouts and photographs of the unit/system including its surrounding regions showing vital
installation for national security shall not be published or disclosed to the third parties or taken out of the
country without prior written approval of the Purchaser and upon execution of secrecy agreements
satisfactory to the Purchaser with such third parties prior to disclosure.

29.3 Title to secret processes if any developed by the Contractor on an exclusive basis and employed in
the design of the unit shall remain with the Contractor. The Purchaser shall hold in confidence such
processes and shall not disclose such processes to the third parties without prior approval of the
Contractor and execution by such third parties of secrecy agreements satisfactory to the Contractor prior
to disclosure.

29.4 Subject to para 29.3, title to technical specifications, drawings, flow sheets, norms, calculations,
diagrams, interpretations of test results, schematics, lay-outs and such other information which the
Contractor has supplied to the Purchaser under the Contract shall be passed on to the Purchaser. The
Purchaser shall have the right to use these for construction, erection, start-up, commissioning, operation,
maintenance, modifications and/or augmentation of the unit/system.

29.5 The provisions of para 29.1 to 29.3 shall not apply to the information:
i) Which at the time of disclosure are in the public domain or which later on become part of public domain through no fault of the party concerned.

ii) Which were in the possession of the party concerned prior to disclosure to him by the other party, or

iii) Which were received by the party concerned after the time of disclosure without restriction on disclosure or use, from a third party who did not acquire such information directly or indirectly from the other party.

30. PATENTS

30.1 If the performance of the Contract involves the use of a patent, trade mark, registered design, copy rights and/or industrial property rights of which the Contractor holds the title, the Contractor shall not be entitled to any licence fee, royalty and/or compensation from the Purchaser outside of the Contract price which shall be deemed to include such licence fee, royalty and/or compensation.

30.2 Where the title holder of a patent, trade mark, registered design, copy rights and/or industrial property rights used is a third party, the Contractor shall be liable for settling with such party and paying any licence fee, royalty and/or compensation thereon.

30.3 In the event of any third party raising claim or bringing action against the Purchaser including but not limited to action for injunction in connection with third party's alleged rights affecting the equipment covered under the Contract or the use thereof, the Contractor agrees and undertakes:

i) To defend and to assist the Purchaser/Consultant in defending at the Contractor's cost against such third party's claim and/or actions and against any law suits of any kind initiated against the Purchaser/Consultant.
ii) To indemnify, keep indemnified and hold harmless the Purchaser/Consultant against all actions, claims, demands, costs, charges and expenses arising from or incurred by reason of any infringement of patent, trade mark, registered design, copy rights and/or industrial property rights by manufacture, sale or use of the equipment supplied by the Contractor whether or not the Purchaser/Consultant is held liable for by any court judgement.

Provided, however, that:

a) The Purchaser shall, as soon as reasonably possible notify the Contractor in writing of such third party’s claims and/or actions and:

i/ The Contractor shall at its own cost defend or assist the Purchaser in defending its rights against any such claims and/or actions;

ii/ If the Contractor defends the case, the Purchaser shall, assist the Contractor free of charge by providing all such information and documents as are available with the Purchaser, save and except that in case of production of any witness at the request or instance of the Contractor, the Contractor shall bear the costs and expenses required in this regard.

b) The Purchaser shall not without the Contractor’s consent (which shall not be unreasonably withheld) enter into any commitment or admit any fact capable of supporting third party’s claims, unless the Purchaser shall release the Contractor of its liabilities and obligations under the Contract.

30.4 Nothing in this clause shall abrogate or abridge the Contractor's own liability for infringement or violation of patent, trade mark, registered design, copy rights and/or industrial property right of a third party.

30.5 If required and mutually agreed, the Purchaser shall enter into Process Licence Contract/s.

30.6 The rights and liabilities of the parties under this clause shall survive this Contract.
31. **INDEMNITY**

31.1 The Contractor shall at all times indemnify and keep indemnified the Purchaser against all claims which may be made against the Purchaser in respect of any infringement of any rights protected by patent registration of design of trade mark. In this connection, the Purchaser shall pass on all claims made against him to the Contractor for settlement.

31.2 The Contractor assumes responsibility for and shall indemnify and save harmless the Purchaser/Consultant from all liability, claims, costs, expenses, taxes and assessments including penalties, punitive damages, attorney’s fees and court costs which are or may be required with respect to any breach of the Contractor’s obligations under the Contract or for which the Contractor has assumed responsibilities under the Contract including those imposed under any Contract local or national law or laws, or in respect to all salaries, wages or other compensation or all persons employed by the Contractor or his Sub-contractors or suppliers in connection with the performance of any work covered by the Contract. The Contractor shall execute, deliver and shall cause his Sub-contractor and suppliers to execute and deliver, such other further instruments and to comply with all the requirements of such laws and regulation as may be necessary thereunder to conform and effectuate the Contract and to protect the Purchaser/Consultant.

31.3 The Purchaser shall neither be held responsible nor be liable for any accident or damages incurred or claims arising therefrom during the period of erection under the responsibility of the Contractor and putting into operation of the system under the supervision of the Contractor in so far as the latter is responsible. However, the Contractor shall be liable for such accidents as may be due to negligence on his part in accordance with Indian laws and regulations.

31.4 The Contractor shall be responsible for proper fencing, lighting, guarding and watching of all works at site until they are taken over and further proper provisions for like period of temporary drainage, roadways, footways, guards and fences as far as may be rendered necessary by reason of works for accommodation and protection of the Purchaser’s and occupiers of adjacent property, the public and others. No naked light shall be used by the Contractor on the site otherwise than in the open air without the special permission in writing from the Purchaser.

32. The Contract shall be subject to the exclusive jurisdiction of Courts at Ranchi having jurisdiction at Ranchi (with the exclusion of all other Courts).
33. **DEDUCTIONS FROM CONTRACT PRICE**

All costs/charges/damages or expenses which the Purchaser may have paid, for which under the contract, the Contractor is liable, may be deducted by the Purchaser from any money due or becoming due to him under the contract or may be recovered by action of law or otherwise from the Contractor.

34. **TERMINATION OF SERVICES OF CONTRACTOR’S PERSONNEL**

In the event the Contractor or their Sub-contractors, agent, sub-agent, assistants, firms or other employee shall, in the opinion of the Purchaser be guilty of any misconduct or be incompetent or insufficiently qualified or negligent in the performance of their duties or in the opinion of the Purchaser it is undesirable for administrative or any other reasons for such person to be employed, the Contractor, if so directed, shall immediately remove such person or persons from deployment thereon. Any person or persons so removed shall not again be employed in connection with this Contract without the written permission of the Purchaser. Any person so removed shall immediately be replaced by a qualified and competent substitute at the Contractor's cost and expenses. Should the Contractor be requested to remove any person he shall do so and shall bear all costs and charges in connection therewith.

35. **WAIVER**

35.1 Non-enforcement by either party of any of the provisions of the Contract shall not operate or constitute as a waiver of the provision itself or any subsequent breach thereof.

35.2 The validity of the Contract shall not be affected, should one or more of its stipulations be or become legally invalid and such stipulation is severable from and not fundamental to the obligations of either party to the Contract. In such a case, the parties shall negotiate in good faith to replace the invalid clause by an agreed stipulation which is in accordance with the applicable law and which shall be as close as possible to the parties’ original intent.
36. **AMENDMENT**

Any amendment to the Contract can be made with the consent of both the parties in writing.

37. **EXTENSION OF TIME**

If the Contract is delayed at any time in the progress of work by any act, delay or neglect, of the Purchaser, or by any other Contractor employed by the Purchaser, or by changes ordered in the work by the Purchaser or by strike, lock out, fire, war, act of public enemy, or by any cause which the Purchaser shall decide as justifiable, then the time of completion shall be extended by a reasonable time as the Purchaser may decide on reasonable ground. In case of such occurrence, the Contractor shall request in writing to the Purchaser for extension of time within 15 (fifteen) calendar days from the date of occurrence of the causes of delay.

38. **NOTICES ON BEHALF OF PURCHASER**

Notices and certificates on behalf of the Purchaser in connection with the contract may be given by duly authorised representative of the Purchaser.

39. **PROCUREMENT OF STEEL AND CEMENT**

39.1 **Steel**

Steel required for the scope of work covered under the Contract shall be arranged by the Contractor at his own cost.

39.2 **Cement**
Cement required for the scope covered under this Contract shall be arranged by the Contractor at his own cost.

40. **EXPLOSIVES**

In case explosives are required for blasting of hard rock, the same shall be arranged by the Contractor at his own cost. Fulfillment of statutory obligation shall be the responsibility of the Contractor. The Contractor shall transport the same to the site in an explosive van as per the statutory regulations, at his own cost.

The Contractor shall engage only the licensed blasters and comply with all statutory regulations.

41. **CONSTRUCTION FACILITIES**

41.1 **Water Supply** - Water required for construction purposes as well as for drinking purposes shall be arranged by the Contractor at his own cost.

41.2 **Power**

41.2.1 The Contractor shall responsible for making his own arrangement of power for construction work.

41.2.2 The distribution diagram with Loadings and specifications shall be submitted to the Engineer for his approval before the system is installed. The system shall conform to Indian Electricity Rules, 1956 and Indian Electricity Act, 1910 with latest amendments and to the approved specifications of the Purchaser.

41.2.3 The Contractor shall ensure at his cost that all electric lines and equipments conform to the Indian Electricity Rules, 1956 and Indian Electricity Act, 1910 with latest amendments and that all installations are approved by the Electrical Inspector, Jharkhand/Bihar before they are charged.

41.2.4 The Contractor shall obtain the permission of the Engineer for installation of equipment, construction of buildings, and electric power supply connections to them. The Contractor shall maintain
the distribution system and shall be responsible for any defects therein. Any defect pointed out by the Engineer in the distribution system shall be rectified forthwith by the Contractor failing which the power supply may be cut off by the Purchaser.

41.3  **Temporary Roads**

The Contractor shall provide all temporary roads and walls beyond those established by the Purchaser, deemed necessary to carry out the work at his own cost.

42.  **FACILITIES FOR MOVEMENT OF MATERIALS AND EQUIPMENT**

The service roads and all other enabling works required for transport of materials to and within the site for efficient execution of work under this contract shall be provided by the Contractor. All transport, wharfage, handling charges on account of equipment and materials shall be to the Contractor's account. Service roads constructed by the Contractor may be used by the Purchaser for its purposes.

43.  **CONSTRUCTION PLANT AND EQUIPMENT**

43.1  The Contractor shall make his own arrangements to procure all construction plant and equipment for his works. The Contractor will arrange to operate and maintain construction equipment hired out by him. The Contractor shall, however, ensure the maintenance of condition under which these equipment can operate safely.

43.2  All materials, construction Facilities, etc. once brought by the Contractor within the project area shall not be removed from there without written permission of the Purchaser. Similarly, all temporary works built by the Contractor for the main construction undertaken by him shall not be dismantled and removed without the permission from the Purchaser. After completion of the work and removal of temporary works, the site shall be left cleaned to the extent practicable in a condition as was handed over to the Contractor.
44. **RECONCILIATION OF MATERIALS**

The Contractor shall maintain proper records for reconciliation of materials with Purchaser as required.

For the purpose of payments towards supplies and services, reconciliation of payments shall be made after completion of erection of items measured in other than numbers (viz. length or weight) such that actual payment towards supplies are for the same quantities as admissible for erection.

45. **RETURN OF PACKAGES**

The Contractor shall not be allowed to take out empty packing cases, which had contained equipment/materials. All empty packing cases shall be returned by the Contractor to the Purchaser as directed.

46. **LIEN**

Final payment to the Contractor shall not be made until the Contractor shall deliver to the Purchaser a complete release of all lien arising out the Contractor receipts in full in lieu thereof and in either case, an affidavit that so far as he has knowledge or information, the release and receipts include all the labour and material for which a lien could be filed, if any lien remains uncertified after all payments are made the Contractor shall refund to Purchaser all moneys that the latter may be compelled to pay in discharging such lien, including all costs and a reasonable attorney's fee.

47. **GOVERNING LAWS**

The terms and provisions of the Contract shall be governed and interpreted in accordance with the Indian Laws.
48. **STATUTORY AND OTHER REGULATIONS**

The Contractor shall in all matters, arising in the performance of the contract, conform at his own expense with all acts of parliament and with all orders, regulations and by-laws, made by statutory authority or Government departments or by local and other authorities which may be applicable to the works. The Contractor shall not during the performance of the contract in any manner endanger the safety or unlawfully interfere with the public.

All statutory clearances including those pertaining to contract labour as necessary in the performance of the Contract shall also be taken by the Contractor.

49. **SAFETY**

The Contractor shall abide by the Safety Code for Contractors which is annexed in Annexure-XIII.

50. **LABOUR**

In respect of all labour directly or indirectly employed on the work the Contractor shall comply with all legislations and rules of State and or Central Government or other local authority formed from time to time governing the protection of health, sanitary arrangements, wages, welfare and safety for labour employed on building and construction works. The rules and other statutory obligations statutory obligations with regard to fair wages, welfare and safety measures, maintenance of register etc. will be deemed to be part of the Contract.

The age limit for employment of labour shall be strictly accordance with the existing labour Rules and Regulations.

The Contractor shall comply with the provisions of the Minimum Wages Act 1948 and the rules made thereunder by the Government of Jharkhand in respect of all employees employed by him or in carrying out this contract. He shall pay the employees wages not less than the minimum rates of wages, if
any, fixed by the Government of Jharkhand, Department of Labour and Employment for that Category (including wages payable for weekly holidays contemplated under the Minimum Wages Act of Jharkhand read with the applicable Rules for minimum wages).

The Contractor shall at all times indemnify the Purchaser against all claims arising out of provisions of the Minimum Wages Act 1948 and the Rules framed thereunder as admissible in respect of any workman employed by the Contractor in carrying out the contract and against all costs and expenses and penalties incurred by the Purchaser in this connection. Without prejudice to other means of recovery, the Purchaser shall be entitled to deduct from any money due or become due to the Contractor all moneys paid or payable by the Purchaser by way of wages and other dues (including compensation, penalty if any, imposed for committing breach of any provision of the Act by the Contractor) in connection with any claim thereto and the Contractor shall abide by the decision of the Purchaser as to the sum payable by the Contractor under the provisions of this clause.

In respect of labour directly or indirectly employed on the works, the Contractor shall provide at his cost reasonable amenities for securing proper working and living conditions such as water supply, lavatories, bathing places, cleanliness, etc. Where labour is employed urinals/lavatories will be provided separately by the Contractor for male and female workers as well as crèches for the infant children of women labourers. Labourers engaged on hazardous jobs and occupations will be provided with necessary safety appliances by Contractor, free of charges.

The Contractor’s establishment will be subject to inspection, investigation etc. by the Engineer or by Engineer’s Representative or such other Representatives of Purchaser as duly authorised on his behalf by him for assuring proper and faithfully compliance of the provisions of this contract by the Contractor with regard to the implementation of Labour Laws and other matters anticipated herein.

The Contractor shall abide by the decisions and orders of the Engineer with regard to any such matter and furnish, if required, necessary compliance report within the stipulated time.

The Contractor shall be responsible for the observance of the provisions of above para by Sub-contractors employed by him in the execution of the contract.
51. **CONTRACTOR’S ACCOMMODATION**

51.1 The Purchaser will, at his discretion, and for the duration, of the contract, make available free of charge land at site for the Construction of the Contractor’s Field Offices, stores Workshops Assembly Yard, etc, required for the execution of the contract; clearing and levelling of the ground, construction of temporary roads, stores, offices, etc. as required shall be done by the Contractor at his own cost to the satisfaction of the engineer. The Contractor shall at his own cost clear and level the ground and construct suitable accommodation for his staff and labour together with all roads, latrines as well as arrangements for disposal of drainage and sanitary arrangements to the satisfaction of the Purchaser and to the standards laid down by the Purchaser. The Contractor shall be responsible for the maintenance of law and order, sanitary and medical arrangements as required within his staff and labour camps and keep the Purchaser fully indemnified in this respect.

51.2 In regard to the lands made available to the Contractor for his office, stores, workshops, etc. the sites shall on completion of work, be restored to reasonably the same condition as when they were originally handed over to the Contractor. All structures erected thereon shall be removed unless their retention is permitted by the Purchaser before the final settlement of dues and the Contractor is released. The Purchaser reserves the right on completion of the work, to take over any or all of such structures put up by the Contractor, at terms to be mutually agreed upon.

51.3 During erection the Contractor shall, without any additional payment, at all times keep the working and storage areas used by him, reasonably free from accumulation of waste materials or rubbish. Immediately after completion of erection. He shall remove or dispose off in a satisfactory manner all temporary structures, waste debris and leave the premises in a condition satisfactory to the Purchaser.

51.4 No accommodation (houses or otherwise) will be provided by the Purchaser for the Contractor or for his staff.

52. **WORK AT SITE**

In the execution of the work, no person other than the Contractor or his duly appointed representatives, Sub-contractors and their workmen shall be allowed to do work at site except with the special permission, in writing, of the Purchaser or his representatives.
Nevertheless, the Contractor shall not object to the execution of work by other Contractors or tradesmen whose names shall have been previously communicated, in writing to the Contractor by the Purchaser and afford them every facility for the execution of their several works simultaneously with his own.

The Contractor shall be liable for such accidents as may be due to negligence on his part in accordance with Indian Laws and regulations. The Purchaser shall not be held responsible for any accident or damages incurred or claims arising therefrom during the period of erection and/or construction under the responsibility of the Contractor and putting into operation of the plant under the supervision of the Contractor, as far as the latter is responsible. The Contractor shall provide all insurance including third party insurance to cover his risks.

The Contractor shall at all times provide sufficient fencing, notice boards, watchmen and lights, to protect and warn the public and guard the works and the plant so as to prevent any loss of the property of the Purchaser which is in his (Contractor's) charge during the period.

The work to be carried out in the Purchaser's premises shall be carried out at such time as the Purchaser may approve and so not to interfere unnecessarily with the conduct of the Purchaser's business but the Purchaser shall give the Contractor all reasonable facilities for carrying out the work.

The Contractor shall not carry out any welding or gas cutting operation until necessary precautions as specified in IS 3016-1965 (Code of Practice for Fire Precautions in Welding and Cutting Operations) are taken prior to undertake the work. In case any damage to Purchaser’s property is caused due to fire, due to by Negligence/Non-compliance of the provisions, the Contractor shall be liable to pay the compensation to Purchaser, against the property so lost/damaged by him directly or indirectly. The amount of compensation and/or extent of damage/debit note raised by the Purchaser, shall be admitted by the Contractor, as may be calculated and fixed by the enquiry authority appointed by the Purchaser to determine the extent of damage and fix up responsibility.
53. **RESTRICTION OF VISITORS**

The Contractor shall not allow any visitors on the works except with the prior written approval of the Purchaser.

54. **POSESSION PRIOR TO COMPLETION**

The Purchaser shall have the right to take possession or use any completed or partially completed work. Such possession or use shall not be deemed to be an acceptance of any work done not in accordance with the Contract. However, any damage to such work solely due to such provision or use shall be to the Purchaser ‘s account.

55. **GENERAL LIABILITY PROVISION**

The rights and obligations of the parties are finally and conclusively defined in this Contract. Claims for indirect, remote or consequential damages such as loss of production, loss of profit, loss of use are excluded.

56. **RIGHTS OF PURCHASER TO VARY THE SCOPE**

56.1 The Purchaser shall have the right, during the performance of the Contract, to change the scope and/or technical character of the Project and/or of the supplies and services stipulated in the Contract.

56.2 If any changes are required for completeness of the work as per Clause-9 herein above the Contractor shall not be entitled to extra price or time.

56.3 In the event, the Purchaser requests a change as per Schedule-57.1 the Contract price and time shall be adjusted upwards or downwards, as the case may be and as shall be mutually agreed to. The Contractor shall not be entitled to any extension of time unless such changes adversely affect the time schedule.

56.4 The Contractor shall not change any work to be made pursuant to this Contract except as may become necessary to enable him to meet his technical obligations under this Contract, provided however that such changes shall be subject to prior written approval of the Purchaser.

56.5 If any changes are required for completeness of the works as per Schedule 57.2, or the Contractor himself changes as per Schedule 57.4, the Contractor shall not be entitled to extra price or time.

56.6 The Contractor shall proceed with the changes as requested as per Schedule 57.1 pending adjustment of Contract price and time schedule where so applicable in terms of Schedule-57.3.

56.7 In the event that a request for changes by the purchaser should affect the guarantees of the plant/process, a readjustment of such guarantees shall be agreed upon jointly, before the Contractor proceeds with the change.
56.8 Changes occasioned due to non-observance by the Contractor of the provisions of this Contract or arising out of detection by the Purchaser of errors in the documents or in works not in compliance with the design, specifications & drawings or with the best engineering practice, shall neither give rise to price adjustment nor extension of time. The Contractor shall take immediate steps to restore the contractual position.

57. GENERAL

57.1 No member or official or employee of the Purchaser shall in any way be personally bound or liable for the acts or obligations of the Purchaser under the contract or answerable for any default or omission in the observance or performance of any of the acts, matters or things or conditions which are herein contained.
OBLIGATIONS OF THE PURCHASER

Obligations of the Purchaser have been stipulated in general in the Contract agreement, schedules and annexures. In particular, the Purchaser’s obligations are as follows:

1/ providing permission to the Contractor to enter his premises for the purpose of carrying out the work.

2/ Designation of locations where the materials are to be delivered and stored.

3/ Designation of locations where dismantled equipment/ materials are to be handed over to the Purchaser by the Contractor.
ANNEXURE-X

PROFORMA FOR BANK GUARANTEE TOWARDS SECURITY DEPOSIT

(To be executed on non-judicial stamp paper of appropriate value)

Name of the Bank.............................Bank Limited
Address.............................................Guarantee
No...........................A/c Messrs...............Date
of Expiry..............................limit to liability Rs............
Contract No....................................................
For (Name of Work)........................................

Subject : Security Deposit

Date..................................200..

GUARANTEE BOND

1. In consideration of the Jharkhand State Electricity Board (hereinafter called the Board ) having agreed to exempt ___________ (hereinafter called the said contractor(s) from the demand under the terms and conditions of an Agreement dated __________ made between ___________ and _________ for ____________ (hereinafter called the said Agreement) of security deposit for the due fulfillment by the said contractor(s) of the terms and conditions contained in the said Agreement, on production of a bank guarantee for Rs._____________ (Rupees ___________________________ only) we ________________ (indicate Name of the Bank) (hereinafter referred to as the Bank) at the request of _______________ (Contractor(s)) do hereby undertake to pay to the Board an amount not exceeding Rs.___________________________ against any loss or damage caused to or suffered or would be caused to or suffered by the Board by reason of any breach by the said contractor(s) of any of the terms or conditions contained in the said Agreements.
2. We _____________________________ (indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Board stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Board by reason of breach by the said contractor(s) of any of the terms or conditions contained in the said Agreement or by reason of the contractor(s) failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs________________.

3. We undertake to pay to the Board any money so demanded notwithstanding any dispute or disputes raised by the contractor(s)/supplier(s) in any suit or proceeding pending before any court or Tribunal or arbitration relating thereto our liability under these presents being absolute and unequivocal.

The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the contractor(s)/supplier(s) shall have no claim against us for making such payment.

4. We,___________________________ (indicate the name of the bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Board under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the Board________________________certified that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the_________________ (date) we shall be discharged from all liability under this guarantee thereafter.

5. We,___________________________ (indicate the name of the Bank) further agree that the Board shall have the fullest liberty without or consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Board against the said Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act or omission on the part of the Board or any indulgences by the company to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
6. This guarantee will not be discharged due to the change in the constitution of the bank or the Contractor(s)/supplier(s).

7. We, ________________________(the name of the Bank) further undertake to extend the validity of this guarantee beyond the period stated in clause 4 hereinabove or as extended from time to time, for such further period as may be required by the Board in writing before the expiry of this guarantee and upon such extension(s), all terms and conditions of this guarantee shall remain in full force till the expiry of the extended period(s).

8. We, _________________________(indicate the name of Bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Board in writing.

9. We have power to issue this guarantee under our Memorandum and Articles of Association and the undersigned has full powers to sign this guarantee on our behalf under power of Attorney dated ........... granted to his and/or the resolution dated ........... passed by our Board of Directors in accordance with our constitution.

Dated the .................. day of ........ 200.

for

(indicate the name of Bank).
ANNEXURE – XI

PROFORMA FOR BANK GUARANTEE TOWARDS ADVANCE PAYMENT

(IF APPLICABLE)

(To be executed on non-judicial stamp paper of appropriate value)

Name of the Bank..........................Bank Limited
Address.............................................Guarantee
No...................A/c Messrs...............Date
of Expiry..................limit to liability Rs...........
Contract No..............................................
For (Name of Work).................................

Subject:..................................Advance payment

Date.................................200..

To

Jharkhand State Electricity Board,
Engineering Building, HEC Dhurwa,
Ranchi- 834004

Jharkhand

Dear Sirs,
Whereas you have entered into a contract Ref.No......................... Dated..................... with M/s............................................ (hereinafter called the Contractor) for the design, manufacture, supply, storage, erection, testing, commissioning and performance guarantee test of........................... hereinafter referred to as "the said contract" and have agreed to make an advance payment to M/s............................................ a sum of Rs..................... (Rupees .......................................... ) payment representing........................percentage of the contract value of ....................... in terms of the said contract for.................. on our agreeing to furnish you with our guarantee in the manner hereinafter contained, we (name of the Bank) ................... do hereby covenant and agree with you as follows:

1. We hereby undertake to indemnify you and keep you indemnified to the extent of the sum of Rs.....................(Rupees........................................only) from and against all losses and damages that may be caused to or suffered by you in relation to the advance payment to be made by you to the contractor as aforesaid by reason of any default or defaults on the part of the Contractor in due supply of any plant, machinery or equipment or carrying out any works under the said Contract in respect of which such advance payment as aforesaid is to be made by you to the Contractor or otherwise in the observance and performance of any of the terms and conditions relating thereto in accordance with the true intent and meaning thereof and in the event of any default or defaults on the part of the Contractor as aforesaid we shall forthwith on demand pay to you any sum or sums not exceeding in the total of the said sum of Rs.....................(Rupees........................................ only) as may be claimed by you to be due from the Contractor by way of refund of such advance payment or any portion or otherwise as your losses and/or damages, costs, charges or expenses by reason of such default or defaults on the part of the Contractor as aforesaid without demur or without reference to M/s................... 

2. Notwithstanding anything to the contrary we agree that your decision as to whether the Contractor has made any such default or defaults and the amount or amounts to which you are entitled by reason thereof will be binding on us and we shall not be entitled to ask you to establish your claim or claims under this Guarantee but shall pay the same forthwith without any objection, or excuse.

3. We undertake to pay to you any money so demanded notwithstanding any dispute or disputes raised by the contractor or supplier(s) in any suit or proceeding pending before any court or Tribunal or arbitration relating thereto, our liability under these presents being absolute and unequivocal.

4. The payment so made by us under this Guarantee, shall be a valid discharge of our liability for payment hereunder.
This Guarantee shall come into force simultaneously with your making the said advance payment to the contractor and shall not be revoked by us at any time during its currency without your previous consent in writing.

5. Unless extended, this guarantee shall remain in force till...............day of......... 200., Provided however, that should it be necessary to extend we shall extend forthwith the period of this guarantee on your request till such time as may be required by you.

6. You will have fullest liberty without affecting this guarantee to postpone for anytime or from time to time any of your rights or power against the Contractor and either to enforce or forebear to enforce any of the terms or conditions of the said contract and we shall not be released from our liability under this guarantee by the exercise of your liberty with reference to the Contractor or any other forbearance, act or omission on your part or any indulgence shown by you to the Contractor or by any variation or modification of the said Contract or any other act, matter, or thing whatsoever which under the law relating to sureties would but for the provisions hereof have the effect of so releasing us from our liability hereunder. PROVIDED ALWAYS that nothing herein contained will enlarge our liability hereunder beyond the limit of Rs....................... (Rupees.................................only) as aforesaid or extend the period this guarantee beyond the said.........day of writing in terms of clause 5 hereof.

7. All compensations and payments that may be received by you from the Contractor or any person, firm or company whosoever for or on account of the Contractor in any way in respect of the said contract shall be regarded as payments in gross and you will be entitled to proceed against the assets of the Contractor, should the Contractor be wound up or dissolved or declared insolvent in respect of the whole of the Contractor’s indebtedness to you without any right on our part to stand in your place in respect of or to claim the benefit of such compensation or payment or any security that may be held by you until you shall have received the full guarantee shall not in any way be affected by your taking or varying or giving up any securities from the contractor or any other person, firm or company on its behalf or by the winding up, dissolution, insolvency or death as the case may be of the Contractor.

8. In order to give full effect to the guarantee herein contained you shall be entitled to act as if we were your principal debtors in respect of all your claims against the Contractor, hereby guaranteed by us as aforesaid and we hereby expressly waive all our surety ship and other rights if any, which are in any way, inconsistent with the above or any other provisions of this guarantee.

9. Subject to the maximum limit of our liability as aforesaid this guarantee will cover all your claim or claims against the contractor from time to time arising out of or in relation to your such advance payment.
to the Contractor as aforesaid and in respect of which your demand or notice in writing be issued to us before the date of expiry of this guarantee mentioned above.

10. This guarantee and the power and provisions herein contained are in addition to and not by way of limitation of or substitution for any other guarantee or guarantees hereto given to you by us (whether jointly with other or alone) and now existinguncancelled and that this guarantee is not intended to and shall not revoke or limit such guarantee or guarantees.

11. This guarantee shall be a continuing guarantee and shall not be discharged by any change in the constitution of the contractor or ourselves nor shall it be affected by any change in your constitution or by any amalgamation or absorption thereof or therewith but will ensure for and be available to and enforceable by the absorbing or amalgamated company or concern. We shall not revoke this guarantee during its currency, except with your prior consent in writing.

12. Unless a claim or demand is made on us in writing within three months of the expiry date all your rights shall be forfeited and we shall stand released and discharged from our liability hereunder.

13. We have power to issue this guarantee under our Memorandum and Articles of Association and the undersigned has full powers to sign this guarantee on our behalf under power of Attorney dated ...........granted to his and/or the resolution dated .............passed by our Board of Directors in accordance with our constitution.

Yours faithfully,

Dated...........Day of 200..

For ......................

(indicate the name of Bank)
ANNEXURE – XII

Proforma for custody-cum-Indemnity Bond

(To be used for materials to be issued free or goods/materials ownership of which passed on the Purchaser before construction/erection/testing/commissioning)

(on Non-judicial Stamp paper of value not less than Rs 50.00)

Proforma for custody-cum-Indemnity Bond for the work of .......

Jharkhand State Electricity Board,
Engineering Building, HEC Dhurwa,
Ranchi- 834004
Jharkhand

In consideration of the Jharkhand State Electricity Board hereinafter called the Board (which expression shall unless repugnant to the subject or content include its successors and assigns) having agreed under the terms and conditions of the contract no.................................. dated......................made between ...................... and the Board in connection with......................to permit the contractor to receive goods/materials (specify the quantity and name of the materials) of the contract for the supply value of Rs.....................interalia on production of Indemnity-cum-custody bond. We do hereby undertake and agree to indemnify and keep indemnified the Board from time to time to the extent of Rs..................(Rupees......................................only) against any loss or damage, costs, charges and expenses caused to or suffered by the Board by reason of the...................... failing to take proper care and custody of the goods/materials and/or failing to properly use in the job as per contract and hand over the completed job in terms of the agreement aforesaid or not complying the instructions which may be given from time to time during the continuance of the agreement and we further undertake to unconditionally pay the amount claimed by the Board on demand and without demur to the extent aforesaid.
We........................hereby further undertake to use the said goods/materials in terms of the contract aforesaid and further keep safely, preserve and maintain or caused to be kept safely preserved or maintained all plant machinery equipment and all materials for erection till the date of the preliminary acceptance thereof in terms of the agreement and any damage, breakage, loss during this period will be solely to our Account and we would make necessary arrangement proper replacement/repair as desired by the Board.

We.......................further agree that the Board shall be sole judge of and as to whether there has been any breach of the terms and conditions of this bond and as to the extent of the loss, damage costs charges and expenses caused to or suffered by the Board.

We .......................further agree that our liability under this bond shall not be discharged because of the change in the constitution of the Board/or the extension of the time or for any indulgence by the Board granted to us.

(Signature with seal of the Contractor)
SAFETY CODE FOR CONTRACTORS

GENERAL

1.00 Safety is the responsibility of every person individually and collectively.

1.01 The Purchaser/Engineer should ensure that a copy of this Contractor's Safety Code is handed over to every Contractor working under his control and he should in turn display all rules on the office notice board for the benefit of all the men working under him.

1.02 The Contractor shall in connection with provide adequate guards, illumination, fencing and watching wherever necessary at the construction site & working area, for the safety & convenience of public or others.

1.03 Fire extinguishers, adequate in number shall be kept by the Contractor at the site of works where there is risk of fire hazard, especially near the site stores.

1.04 Adequate washing facilities with proper drainage shall be provided properly maintained near the place of work but at a safe distance from railway tracks and busy roads.

1.05 When work is to be done near any place, where there is risks of drowning, arrangements to be made for safe barricading of such areas. All necessary equipment shall be provided and kept ready for use and necessary steps taken for prompt rescue of any person in danger and adequate provision shall be made for prompt first-aid treatment of all injuries likely to be sustained during the course of the work in case of mishap.

1.06 To ensure effective enforcement of the rules and regulations relating to safety precautions, the arrangements made by the Contractor shall be open to inspection by the Safety Engineer, the Labour Officer, Engineer-in-charge of the department or their representatives.
1.07 Notwithstanding the above clauses, there is nothing in those to exempt the Contractor from the operation of any other Act or Rule in Republic of India for the safety of men and materials.

1.08 An injury sustained in the plant, must be reported to the First-Aid Station no matter how slight it is, the injured person will inform Supervisor/Officer in-charge.

1.09 In case of a fatal accident, the Contractor must inform the Engineer in-charge of the department for which he is working, and report in writing should be made in the proforma of the Purchaser.

1.10 Smoking or keeping of naked light is strictly prohibited near gas lines, valves and any other equipment connected with the gas distribution.

1.11 Smoking and carrying of matches, lighters and other spark producing devices is strictly prohibited within the area where inflammable liquids are stored, handled or used or where loading or unloading operations are performed. Any tank or container containing flammable liquid should be properly grounded for preventing ignition due to static electricity spark. Contractor should earmark such areas and provide necessary warning signals.

1.12 Contractors should ensure that their employees do not come to work while under the influence of intoxicants. Any employee found on duty under the influence of liquor or of intoxicating drugs, will be liable to severe disciplinary action.

1.13 Work surrounds should be kept clean, free from oil, grease and other obstructions or fallen objects like nuts bolts etc.

1.14 After a job or work is completed, all leftover junk and other scrap materials should be cleared from the area immediately.

1.15 Drums or other makeshift arrangement must not be used in place of ladders or as work benches or supports for any job.
1.16 Employees must not walk through or across any operating units unless their duties require them to do so or they are authorised to do so.

1.17 Compressed air should not be used for removing dust from one's clothes. Compressed air should not be blown against anyone as it may injure or even kill him.

1.18 If an employee, in the course of his work, encounters condition of unusual hazard with which he is not familiar, he should contact the supervisor for advice before proceeding further. He should also inform the Contractor as well as the Engineer in-charge.

1.19 Contractors should particularly ensure that they or their employees do not meddle with any equipment and see that they keep away from such equipment.

1.20 It should be ensured that no one takes rest/shelter below any under cut pit/excavation or near any stock of materials.

1.21 i/ For any work involving repair & maintenance underground work the Contractor shall follow the safety procedural orders/instruction issued by the Purchaser.

   ii/ The Contractor shall exercise supervision of such jobs by competent persons within the meaning of factories act & rules.

   iii/ All persons engage on such jobs shall have to have before hand proper training instructions as required under Factories Act & Rules.

2.00 SAFETY MEASURES IN CONTRACTUAL WORK

2.01 The Contractor shall take all safety precautions and provide adequate supervision in order to carryout the job safely and without damage to equipment.
2.02 Any special safety precautions, if required to be followed by the Contractor, shall also be taken by the Contractor.

2.03 The executing department would take necessary shut-downs wherever there are hazards of gases, electricity, moving machinery etc. The Contractor shall ensure that the shut-down/clearance are taken before sending workers to such locations.

2.04 The Contractor shall supply safety appliance like shoes, safety belts, helmets, gloves etc. to his workers depending on working conditions and Life saving jackets shall be kept in readiness always at the site. The Contractor shall not deploy any workmen without safety boot and safety helmet and the safety applicable to the specific work conditions.

2.05 Before starting the day's job, the Purchaser's Supervisor/representatives will ensure that safety briefing has been done to the Contractor's supervisor who has been imparted safety induction earlier.

2.06 Purchaser will nominate Engineer in-charge of the contractual work under reference who will be fully responsible for the safe execution of the work at site.

2.07 In case of injury to persons, the Contractors shall first take the injured person to nearest Hospital/State Dispensary and the Engineer-in-Charge should be informed in writing.

2.08 The Contractor shall abide by the provisions of Factories Act, State Factory Rules, Workmen's Compensation Act, Payment of Wages Act, Contract Labour (Regulation) Act etc. and keep the Purchaser indemnified of provision the above Acts and Rules.

2.09 The Purchaser upon the satisfaction that the Contractor is not conforming to the Safety requirements may direct stoppage of work and require the Contractor to remedy the defects. The Contractor shall not proceed with the work until he has complied with each directions to the satisfaction of such the Purchaser.
2.10 The Contractor shall be fully responsible for accidents caused due to him or his agents or workmen's negligence or carelessness in regard to the observance of the safety requirements and shall be liable to pay compensation for injuries.

2.11 Without prejudice to the right conferred by the clause 2.09 above for stoppage of work for violations of safety requirements the Contractor shall be liable for penalty as deemed fit for violation of safety rules & regulations upto first two instances. For the third violation he shall be liable to be debarred from further contracts upto a period of one year from the date of issue of debarring notice.

2.12 The Engineer-in-Charge executing the contract will assess the penalty amount having regard to the circumstances, in particular, the nature and gravity of the violation. After issuing a notice to the Contractor to show cause why the amount specified therein shall not be imposed as a penalty and considering the cause shown by the Contractors, if any, he shall pass final orders which shall then be final and binding on the Contractor. The penalty amount will be recoverable from any bill and/or EMD/SD of the Contractor without any further reference to him.

2.13 Whenever work, at height is involved, Contractor must obtain height passes from Safety Engg. Deptt. Of the Purchaser for those persons required to do work at height.

2.14 Contractor must insure all the workmen against "Workmen’s Compensation Act."

2.15 As the work pertains to electrical power transmission, utmost care shall be taken by the Contractor especially when making connections/disconnections/ charging.