BHARAT COKING COAL LIMITED
(A Subsidiary of Coal India Limited)

Regd. Office: Koyla Bhawan

OFFICE OF THE CHIEF GENERAL MANAGER
P.O. : KUSUNDA
KUSUNDA AREA (DHANBAD)

1.Name of work	:	**Fencing wall around 15 No Quarry of X seam near Substation building at Godhur Colliery**
2. Name of contractor	**:**	
Address	**:**	

3. Date of Receipt of Tender : UPTO 3.00 P.M. on 29/01/09

4. Date of open of Tender : AT 3.30 P.M. on 29/01/09

5. Details of E.M.D. :

6. Money Receipt No. : No. Date

SIGNATURE OF ISSUING OFFICER

PART – I

TECHNO COMMERCIAL B I D

(To be submitted with Part-I envelope)

BHARAT COKING COAL LIMITED

(A Subsidiary of Coal India Ltd)

Kusunda Area; P.O.: Kusunda **Phone : 0326-2307839**

DHANBAD - 828116

JHARKHAND

Tender Notice

Ref. No. BCCL/ KUS-A-6/CIV-ENGG./08-09/225/2057 Date: 15.01.09

Sealed tender in two parts (Part I & II) are invited on percentage above/below basis from experienced and eligible contractors for taking up the following work.

Sl No.	Name of work	Estimated cost	Earnest money	Cost of tender paper	Time of completion
1	Fencing wall around 15 No Quarry of X seam near Substation building at Godhur Colliery	Rs 4,42,611.76	Rs. 4427/-	Rs.250/-	2 (Two Months)

Issue of tender documents – Begins on: 23/01/09
Closes on: 27/01/09

(Issue of tender documents will be done on all working days during working hours except on Sundays and Holidays). In the event of the specified date for submission/opening of bids declared a holiday by the employer, the bids will be received/opened on the appointed time on the next working day.
Date and time of opening of tender: 29/01/09

1. Eligibility criteria:-

a) The intending tenderer must have in its name as a prime contractor experience of having successfully completed similar works during last 7 (seven) years ending last day of month previous to the one in which bid applications are invited (i.e. eligibility period) should be either of the following :-
Three similar completed work each costing not less than the amount equal to 40% of the estimated cost.

Or

Two similar completed work each costing not less than amount equal to 50% of the estimated cost.

Or

One similar completed work costing not less than amount equal to 80% of the estimated cost.

b) Average annual financial turn over of Civil works during the last 3 (three) years, ending 31st March of the previous financial year, should be at least 30% of the estimated cost.

c) Similar work means: General civil masonry work.

Note : (1) Provision under eligibility criteria No.1(a) shall also include those similar work which have been started earlier than eligibility period of tender but completed during the eligibility period as per NIT.

(2) As per eligibility criteria specified under No.1 (a) Pre-qualification shall be done based on experience of successfully completed works and not on experience of work in progress.

2) The tender documents can be obtained from the office of the Area Civil Engineer Kusunda Area, P.O.: Kusunda, Dhanbad from 23/01/09 to 27/01/09 on deposition of requisite cost of tender paper in form of cash or bank draft of Nationalized Bank in favour of Bharat Coking Coal Limited, payable at Dhanbad.

3) Completed sealed tender documents (Part I & II) i.e. Technical/commercial bid (Part I) & Price bid (Part II) should be submitted at the same time.

The tender will be received on 29/01/09 upto 3.00 P.M. in the office of Area Civil Engineer, Kusunda Area, Dhanbad and will be opened at 3.30 P.M. on the same day in presence of the intending tenderer or their authorized representative to be present. Only part-I will be opened on 29/01/09. The part-II will be opened only after the department is satisfied that the criteria fixed are fulfilled and also the earnest money is deposited i.e. on acceptance of part-I.

4) In case where tender documents are requested for transmission by post, these would be dispatched by Registered A.D. The department is not responsible for any postal delay in such cases.

5) The earnest money is to be deposited as per detail given in the tender documents.

6) Conditional tenders will not be accepted.

7) Issuance of tender documents does not mean that the parties are considered qualified.

8) The experience as given in the eligibility criteria should be in the name and style in which tender is filled. The experience in the name of some other firm/company will not be considered for this purpose.

9) The validity of the tender will be 120 days from the date of opening price bid or revised price bid if any.

10) The management of BCCL reserves right to reject any or all the tenders without assigning any reasons what so ever and to split up and distribute the work amongst the tenderers.

11) The tenderers has to submit Permanent Account Number of Income Tax (PAN No.), Sales Tax Registration/ VAT/TIN clearance certificate for the last financial or the last assessment year whichever is later or proof of filling the returns for the previous financial year.

12) Tender documents can be down loaded from Website No. http://bccl.cmpdi.co.in & http://govtenders.nic.in & can be used for submitting tender at designated place & time by hand.

Tenderers down loading the tender document from Website are required to deposit along with their tender, a Bank draft of any Nationalized Bank in favour of Bharat Coking Coal Limited payable at Dhanbad exclusively towards the cost of tender document for the amount indicated as above in separate envelop. Any Bank Draft, prepared after the scheduled closure of sale of Tender Documents i.e. 27/01/09 may be liable for rejection. Tender not accompanied with cost of tender documents may be liable for rejections.

The contents of the tender documents available for sale in our office shall be deemed as authenticated and the responsibility of errors and omission in the down loaded documents will be with the tenderers.

13) The original bill document issued to the bidder duly signed by authorized signatory of the bidder on all pages as a proof of accepting the conditions of contract (excluding the price bid).

14) Other details may be obtained from the "Detail Tender Notice/Tender documents/Website" mentioned above.

Area Civil Engineer

Copy to:-

1) Chief General Manager Kusunda Area.
2) AGM Kusunda Area
3) All CGMs/GMs/Projects Officer of all Areas/Projects of BCCL.
4) G.M. (Const.) Civil Engineering Department, Koyla Nagar.
5) GM(F)/GM(Projects)/GM(Plg.)/GM(Admn.), BCCL, Koyla Bhawan.
6) C.V.O., BCCL, Koyla Bhawan
7) P.R.O., BCCL, Koyla Bhawan. (7 copies for vide publications)
8) G.M. (System) – for logging of NIT & Tender documents on Website No. http://bccl.cmpdi.co.in & http://govtenders.nic.in at the earliest.
9) A.F.M./A.M. (Plg.), Kusunda Area
10) Builders Association of India, Central Akashkinaree Kanta, Katras Garh, Dhanbad-828113.
11) Notice Board.

BHARAT COKING COAL LIMITED

(A Subsidiary of Coal India Limited)

Office of the Chief General Manager

Kusunda Area; Dhanbad

DETAIL TENDER NOTICE

Sealed tenders in two parts (Part-I & Part-II) with the name of work super scribed**. Fencing wall around 15 No Quarry of X seam near Substation building at Godhur Colliery.** are invited on percentage above/below basis from bonafide and experienced contractors and will be received at the office of Area Civil Engineer, Kusunda Area, Dhanbad upto **3.00 P.M**. on **29/01/09** . All tenders will be opened at **3.30 P.M**. on **29/01/09** in the presence of the attending tenderers or their authorize representative.

2(a). Tenders should be submitted in the prescribed form. These forms together with the proposed contract document including specifications and contract drawing may be obtained from the office on payment of Rs.**250/- (Rupees Two hundred fifty only**) for each set. No refund will be made.

2(b). Tender shall be submitted in two parts / two envelop system. With the first envelop containing credentials duly authenticated by the bidder in support of his qualifications in accordance with the eligibility criteria along with the EMD in a separate envelop and the original tender document issued to the bidder duly signed by the authorized signatory of the bidder on all pages as proof of the accepting the conditions of the contract (excluding the price bid) and the second envelop comprising of price bill of quantities super scribing envelop I, II and EMD on the cover.

The date of opening of the Second Envelope or Part-II of the tenders shall be communicated in due course after consideration of First Envelope or Part-I.

2(c). Each bidder shall submit only one bid for one package. A bidder who submits or participates in more than one bid (other than as sub-contractor or in case of alternatives that have been permitted or requested) will cause all the proposals with the bidders' participation to be disqualified.

2(d). In support of evidence of adequacy of working capital (at least 20% of the annualized value of the work) for this contract the bidder should submit a certificate of solvency / access to lines of credit and availability of other financial resources. Such certificate shall be dated with in three months before the date of tender opening.

3. Earnest money of Rs.4427/- should be deposited by the Tenderer in cash, certified cheques or Accounts Payee Demand Drafts on Local Nationalized Banks in favour of B.C.C.L. Payable at Dhanbad.

4. No tender may be considered unless accompanied by the said earnest money deposit receipt

5. The earnest money will be retained in the case of successful tenderers and will be not carry any interest. It will be dealt with as provided in the tender.

6. On receipt of acceptance of the tender, the successful tenderer shall be sign an agreement in the proper departmental form for the due fulfillment of the contract. Failure to enter into the required agreement within the specified period shall entail forfeiture of the earnest money. The written agreement to be entered into between the

contractors(s) and the company shall be the foundation of the right of both the parties and the contract shall not be deemed to be completed until the agreement has first been signed by the contractor(s) and then by the Company authorities.

7. The tender's attention is invited to the requirements of materials under specification and conditions of contract.

8. Every tenderer is expected, before quoting his rates to inspect the site of the proposed work. A schedule of quantities is enclosed with the tender notice. He should quote percentage above or below the estimated rates for finished items of work inclusive of all incidentals, overheads, leads, lifts, carriage etc. as may be attendant upon execution and completion of the items.

9. Corrections where unavoidable, shall be made by crossing out and re-writing attested with full signature and date by the tenderer. Erasing or over writing in the tender documents may disqualify the tender. Every page of the tender documents shall be signed by the tenderers

10. The tenderer shall closely peruse all specifications clauses which govern the rates for which is tendering.

11. The work should be completed within **Two Month,** from 10 days after the issue of letter of intent or handing over of site whichever is later.

12. On completion of the work all rubbish, debris, brick bats etc. shall removed by contractor(s) at his own cost and the site cleaned and handover the company.

13. The Chairman-Cum-Mg. Director, Bharat Coking Coal Limited reserves the right to reject any or all the tenders without assigning any reasons what so ever and to split up and distribute the work among the tenderers.

14. The tenderer(s) will indicate the equipment he/they is/are going to use on this job and also give adequate evidence of his experience in doing similar works and financial capacity to complete the work in time.

15. The tenderer(s) should also state what technical personnel he/they will be employing for supervising the work.

16. Canvassing in connection with the tenders in any shape or form is strictly prohibited and tenders of contractors who resort to canvassing will be liable to rejection.

17. (a) Every Tenderer will have to submit a declaration in support of the authenticity of the credentials submitted by him along with the Tender in the form of an AFFIDAVIT as per the format provided at ANNEXURE VI. (Applicable for works of Estimated Cost of over Rs.50 Lakhs)*

If a Tenderer deliberately provides wrong information or submits false credentials in support of his qualifications, the Company reserves the right to terminate/rescind the contract, forfeit the EMD and other dues of the contractor and to take any other action as may be deemed fit.*

- (STRIKE OUT WHICHEVER IS NOT APPLICABLE)

18(a) An intending tender, after obtaining tender documents on payment of Application Fee, having doubts as to the meaning of any part of the tender documents may submit to the official inviting tender a written request for interpretation or clarification thereof. Any interpretation or clarification of the tender documents by formal addendum if issued by the official inviting tender shall be final and valid and binding on the company and the tenderers.

(b) A pre-bid meeting will be held on ……. At …… Hrs. at the Office of the …….. to clarify the issues and to answer questions on any matter that may be raised at that stage.

(Pre-bid meeting will be held for turnkey civil works only. Such a meeting for normal civil works are considered as not necessary).

19. On receipt of letter for acceptance of the tender issued by the Company, the successful tenderer shall execute/accept contract agreement/work order in the company's prescribed form for the due fulfillment of the contract. Failure to enter into the required contract/accept the work order issued by the company within the specified period in the work order shall entail cancellation of letter of acceptance of tender/work order to be entered into between the contract shall not be company shall be the foundation of he rights of both the parties and the contract shall not be deemed to be executed until the contract/work order is signed/accepted by both the parties i.e. Contractor and the Company.

The tender shall remain valid for a period of 120 days (One hundred twenty days) from the date of opening of price bid or revised price bid if any.

Written power of attorney is required in the case the tender is signed by an authorized representative of tenderer.

19 (a) The validity period of the tenders shall be 4 (four) months from the date of opening of price bid or revised price bid, if any.

The tenderer shall not, during the said period or within the period extended by mutual consent, revoke or cancel his tender or alter the tender or any terms/conditions thereof without consent in writing of the company.

In case the tenderer violates to abide by this, the Company will be entitled to forfeit the Earnest Money and reject the tender.

19 (b) The Company reserves the right to postpone the date of receipt and opening of tenders or to cancel the tenders without assigning any reason what so ever.

20. The Company reserves its right to allow Public Enterprises purchase preference facility as admissible under prevailing policy.

21. This detailed Tender Notice shall be deemed to be part of the Contract Agreement/Work Order.

22. No subletting of work as a whole by the contractor is permissible. Subletting of work in piece rated jobs is permissible with the prior approval of the department.

The Contract Agreement will specify major items of supply or services for which the contractor proposes to engage sub-contractor/sub-vendor. The contractor may from time to time propose any addition or deletion from any such list and will submit proposals in this regard to the Engineer-in –Charge/Designated Officer in charge for approval well in advance so as not to impede the progress of work. Such approval of the Engineer in Charge /Designated Officer in Charge will not relieve the contractor from any of his obligations, duties and responsibilities under the contract.

23. In case the contractor enters into any litigation such action should have to be taken in a court of law with jurisdiction over the place where the subject work is to be executed.

24. Written power of attorney is required in the case the tender is signed by an authorized representative of tenderer.

25. All statutory taxes will be borne by the tenderers.

26. The entire tender documents can be down loaded from our Website No. http://bccl.cmpdi.co.in and http://govt.tenders.nic.in and used for submitting tender at designated place and time by hand.

GENERAL TERMS AND CONDITIONS

1. Definitions

i) **"Employer" or "Company" means the Coal India** Limited or any of it's Subsidiaries who will employ the contractor represented by the appropriate authority.

ii) **"Principal Employer" means the Coal India Limited or** any of its subsidiaries or the officer nominated by the Company to function on its behalf.

iii) **The word "Contractor/Contractors"** wherever occurs means the successful tenderer/tenderers who has/have deposited the necessary Earnest money and has/have been given written intimation about the acceptance of tender and shall include legal representative of such individual or persons composing a firm or a company or the successors and permitted assignees of such individual, firm or company, as the case may be.

iv) "**Site"** means the land and places including any building and erection thereon, over, under, in or through which the Permanent works or Temporary works designed by the Engineer are to be executed and any other lands and places provided by the Employer for working space or any other purpose as may be specifically designated in the contract as forming part of the site.

v) The term " **Sub-Contractor"** as employed herein, includes those having a direct contract with Contractor either on piece rate, item rate, time rate or any other basis and it includes one who furnishes work to a special design according to the plans or specifications of this work but does not include one who merely supplies materials.

vi) "**Accepting Authority**" shall mean the management of the company and includes an authorized representative of the company or any other person or body of persons empowered in this behalf by the company.

vii) "Engineer-in-charge" shall mean the officer nominated by the company in the Civil Engineering cadre/ discipline who is competent to direct supervisors and regularize to be in charge of the works for the purpose of this contract. The Engineer in Charge /Designated Officer in Charge who is of an appropriate seniority, will be responsible for supervising and administering the contract, certifying payments due to the contractor, valuing variations to the contract, awarding extension of time and valuing compensation events. The Engineer in Charge /Designated Officer in Charge may further appoint his representatives i.e. another person/Project Manager or any other competent person and notify to the contractor who is directly responsible for supervising the work being executed at the site, on his behalf under their Delegation of Powers of the company. However, overall responsibility, as far as the contract is concerned, will be that of the Engineer in Charge/Designated Officer in Charge.

viii) The "**contract**" shall mean the notice inviting tender, the tender as accepted by the Company, the work order issued to the contractor, and the formal contract agreement executed between the company and the contractor together with the documents referred to therein including general terms and conditions, special conditions, if any, scope of work, freezed terms & conditions/technical parameters/scope of work and revised offer, if any, specifications, drawings, including those to be submitted during progress of work, schedule of quantities with rates and amounts.

ix) A " **Day**" shall mean a day of 24 hours from midnight to midnight.

The" **work**" shall mean the works required to be executed in accordance with the contract/work order or parts thereof as the case may be and shall include all extra or additional, altered or substituted works or any work of emergent nature, which in the opinion of the Engineer-in-Charge, become necessary during the progress of the works to obviate any risk or accident or failure or become necessary for security.

xi) "**Schedule of Rates**" referred to in this conditions shall mean the standard schedule or rates prescribed by the company and the amendments issued from time to time.

"Contract amount" shall mean:

(a) In the case of turnkey contracts the total sum for which tender is accepted by the company.

(b) In the case of other types of contractors the total sum arrived at based on the individual rates quoted by the tenderer for the various items shown in the "Schedule of Quantities" of the tender document as accepted by the Company with or without any alteration as the case may be.

"**Written notice**" shall mean a notice or communication in writing and shall be deemed to have been duly served if delivered in persons to the individual or to a member of the contractors firm or to an office of the company for whom it is intended, or if delivered at or sent by registered mail to the last business address known to him who gives the notice.

" **The Constructional plant**" means all appliances, tools, plants or machinery or whatsoever nature required in or about the execution, completion or maintenance of the works but does not include materials or other things intended to form part of the permanent work

xv) "**The Letter of Acceptance of Tender**" means letter giving intimation to the tenderer that his tender has been accepted in accordance with the provisions contained in that letter.

"**Department**" means the Civil Engineering Department of Coal India Limited or any of its subsidiary companies represented by the appropriate authority.

xvii) "**Act of insolven**cy" means as it is designed by Presidency Town Insolvency Act or Provincial Insolvency Act or any act amending such originals.

xviii) The words indicating the singular only also include the plural and vice-versa where the context so requires.

2. CONTRACT DOCUMENTS:

The following documents shall constitute the contract documents:

i) Notice Inviting Tender/Detailed Tender Notice.

ii) Articles of Agreement/Letter of acceptance of Tender/Work order.

iii) General Terms & Conditions of contract/Commercial Terms & Conditions of Contract.

iv) Additional Terms & Conditions of contract, if any.

v) Specifications

vi) Schedule of quantities (or Bill of Quantities)/Schedule of work/Scope of work, If any.

vi) Frozen terms & conditions/technical parameters/scope of work and revised offer if any,

viii) Contract drawings and work programme.

ix) Safety Code etc. forming part of the tender.

N.B. Deviations:

Deviations sought by the bidders, whether they are technical or commercial deviations, must only be given in the schedules prescribed for them. Any willful attempt by the bidders to camouflage the deviations by giving them in the covering letter or in any other documents than the prescribed schedules may render the bid itself as non-responsive.

2.1 The contractor shall enter into and execute contract agreement in the prescribed form (ref. format at ANNEXURE VII). The cost of the stamp papers for the contract agreement shall be borne by the contractor. Two sets of contract document/agreements shall be prepared and signed by both the parties One of the sets shall be stamped "Original" and the other "Duplicate". The duplicate copy will be supplied to the contractor free of cost and the original is to be retained by the company. For any additional copies required by the contractors the price to be charged would be that of the cost of the Tender Document (Application Fee).

All additional copies should be certified by the Engineer in Charge. The contractor shall keep copy of these documents on the site/place of work in proper manner so that these are available for inspection at all reasonable times by the Engineer-in-charge, his representatives or any other officials _egularizi by the company for the purpose.

2.2 The contract document shall not be used by the contractor for any purpose other than this contract & the contractor shall ensure that all persons employed for this contract strictly adhere to this and maintain secrecy, as required of such documents.

3. Discrepancies in contract documents & Adjustments thereof

The documents forming part of the contract are to be treated as mutually explanatory of one another and in case of discrepancy between schedule of quantity, the specifications and/or drawing, the following order of preference shall be observed;

a) Description in Bill of Quantities of work.
b) Particular specification and special conditions, if any
c) Drawings.
d) General specifications.

3.1 In the event of varying or conflicting provision in any of the document(s) forming part of the contract, the Accepting Authority's decision/clarification shall hold good with regard to the intention of the document or contract as the case may be.

3.2 Any error in description, quantity or rate in Bill of Quantities or any omission there from, shall not vitiate the contract or release the contractor from discharging his obligations under the contract including execution of work according to the Drawings and Specifications forming part of the particular contract document.

3.3 Any difference detected in the tender/ tenders submitted resulting from:

a) Discrepancy between description in words and figures, the rate which corresponds to the amount worked out by the contractor shall be taken as correct.

b) (i) discrepancy in the amount quoted by the contractor due to calculation mistake of the unit rate and quantity, the unit rate shall be regarded as firm and amount corrected.

(ii) In the case of percentage rate tender, the contractors are required to quote their rates both in amount as well as in the percentage below/above the rates entered in the Schedule. In such cases in the event of Arithmetical error committed in amount by the contractor, the tender percentage and not the amount should be taken into account.

c) Discrepancy in totaling or carry forward in the amount quoted by the contractor shall be corrected.

The tendered sum so corrected and altered shall be substituted for the sum originally tendered and considered for acceptance instead of the original sum quoted by the tenderer along with other tender/tenders. Rounding off to the nearest rupee should be done in the final summary of the amount instead of in totals of various sections of the offer.

4. Security Deposit:

4.1 Security deposits shall consist of two parts.

a) Performance security to be submitted at award of work and

b) Retention Money to be recovered from running bills.

4.2 Performance security should be 5% of contract amount and should be submitting within 28 days of receipt of LOA by the successful bidders in any of the form given below.

- A Bank guarantee in the form given in the bid document.
- Govt. Securities, FDR or any other form of deposit stipulated by the owner.
- Demand Draft drawn in favour of **Bharat Coking Coal Ltd** on any Scheduled Bank payable at its Branch at **Dhanbad.**

The earnest money/ Bid Security deposited in the form of Bank Guarantee shall be discharged when the Bidder has signed the Agreement and furnished the required performance Security/ Security Deposit. The bid Security deposited in the form of Demand draft/ cash shall be adjusted against the security deposit.

It performance security is provided by the successful bidders in the form of bank guarantee it shall be issued either.

a) At Bidder's option by a nationalized/ Scheduled Indian bank or

b) By a foreign bank located in India and acceptable to the employer.

c) The validity of the Bank Guarantee shall be for a period of one year or ninety days beyond the period of contract, whichever is more.

Failure of the successful bidder to comply with the requirement as above shall constitute sufficient ground for cancellation of the award of work and forfeiture of the bid security.

4.3 All running on account bills shall be paid at 95% (ninety five percent) of work value. This 5% (five percent) deduction toward Retention Money will be the second part of security deposit.

4.4 5% performance security should be refunded within 14 days of the issue of defect liability certificate (taking over certificate with a list of defects). Retention Money should be refunded after issue of No Defect Certificate. Retention Money should be deducted at 5% from running Bills.

5. **Deviations/Variations in Quantities and Pricing**

The quantities given in the "Schedule of Quantities" are based on estimates and are meant to indicate the extent of the work and to provide a uniform basis for tendering and any variation either by addition or omission shall not vitiate the contract.

5.1 The company through its Engineer In Charge or his representative shall, without radically changing the original scope and nature of the work, under contract, have power to make any alterations in or additions to or substitution of the original specifications, drawings, designs

and instructions that may appear to be necessary or advisable during the progress of the work.

The contractor shall be bound to carry out the works in accordance with the instructions given to him in writing by the Engineer In Charge or his representative on behalf of the company. Such altered or additional or substituted work, which shall form part of the original contract, shall be carried out by the contractor on the same terms and conditions in all respects on which they agreed to do the main work and at the same rate/rates as are specified in the contract/ work-order.

5.2 The right is reserved to cancel any items of work included in the contract agreement or portion thereof in any stage of execution if found necessary to the work and such omission shall not be a waiver of any condition of the contract nor invalidate any of the provisions thereof.

5.3 If the additional, altered or substituted work includes any class of work for which rate/rates is/are not specified in the contract/work order, rates for such items shall be determined by the Engineer in Charge as follows:

a) In the case of percentage tenders, if the rate for the item of work executed is available in the company's approved SOR, it will be paid at the schedule rate plus or minus the accepted percentage as per contract,

b) In case of item rate tenders, the rate for extra item shall be derived from the rate for similar item or near similar item of work available in the agreement schedule of work or by analysis of rates as at I below and the lower rate out of the above two shall be considered.

c) In case the rate for extra item is to be derived by analysis of rate, the same shall be done by analysis on prevalent market rate of materials and labour based on standard norms of analysis of rate of N.B.O./C.P.W.D.

d) In case of combined tender with partly item rate for non-schedule items & partly percentage tenders for SOR items, the rate for extra item shall be derived as at (b) above in case of non-schedule items rates and in case of percentage rates for SOR items the rate for extra item shall be derived as at (a) above.

In case of any difference between the contractor and the Engineer-In Charge as to the fixation of rates, the matter shall be referred to the accepting authority of the company i.e. CGMI/GMI/CEI of the company or Staff Officer for the work awarded at Company Hqrs. Level and Area level respectively, whose decision shall be final and binding on the contractor?

5.4 Payment for such deviated items (additional/ altered / substituted items of work or excess quantities of work beyond +/- 25% of the agreement schedule) shall be made in the contractors running on account bills, till the revised estimate _regularizing these items are sanctioned by the competent authority of the company, at the provisional rates and shall not exceed :

b) 75% of the rate recommended by the Engineer In Charge to the accepting authority of the company i.e. CGMI/GMI/ CEI of the company or SOI of the Area, if the rate is direct available in the SOR of the company.

b) 50% of the rate recommended by the Engineer In Charge to the accepting authority of the company, i.e. CGMI/ GMI/ CEI of the company or SOI of the Area, if it is analyzed item rates based on prevalent market rates of materials and labour following NBO/CPWD norms.

5.5 The time for completion of the originally contracted work shall be extended by the company in the proportion that the additional work (in value) bears to the original contracted work (in value) plus 25% of the time calculated as explained above or such further additional time as may be considered reasonable by the Engineer in Charge.

5.6 The company through its Engineer In Charge or his representative, on behalf of the company, shall have power to omit any part of the work in case of non-availability of a portion of the site or for any other reason and the contractor shall be bound to carry out the rest of the work

in accordance with the instructions given by the Engineer In Charge. No claim from the Contractor shall be entertained / accepted on these grounds.

5.7 In the event of any deviation being ordered which in the opinion of the contractor changes radically the original scope/nature of the contract, the contractor shall under no circumstances suspend the work, either original or altered or substituted, and the dispute/disagreement as to the nature of deviation and the rate/rates to be paid for such deviations shall be resolved separately with the company as per the procedures/ norms laid down hereafter.

5.8. Abnormally High Rate (AHR) & Abnormally Low Rate (ALR) Items.

Abnormally High Rates & Abnormally Low Rates, if quoted by the contractor, in item rate tenders will be identified & dealt with as under:

i) For identification of AHR & ALR items the ceiling of +/- 20% respectively, when compared with the updated estimated rate, will be considered.

ii) Variation in Quantity on quoted rate during execution for AHR & ALR items shall be permitted upto +/-25%(+25% for AHR & -25% for ALR) of the quantity provided for items of work below plinth level & +/- 5% of the quantity provided for items of work above plinth level respectively.

iii) Quantity variation beyond the limit mentioned at ii) above shall be dealt by arriving at new rate based on prevalent market rates of materials & labour analyzed as per standard analysis of rate of N.B.O./ C.P.W.D. Payment of extra quantity over the permitted quantity of +/-25% and +/-5%(as the case may be) would be made on the basis of the new analyzed rate.

iv) For identified abnormally low rate (ALR) items, the contractor will be required to deposit with the company the difference in amount calculated between the departmental justified rate multiplied by the quantity of a particular ALR item and the ALR rate quoted by the contractor multiplied by the quantity of the same item.

6. Time for Completion of Contract, Extension thereof, Defaults and Compensation for Delay time is the essence of the contract and as such all works shall be completed within the time stipulated in the contract/ work order.

Immediately after the contract is executed/the work order is issued, the Engineer In Charge and the contractor shall agree upon a detailed time and progress chart prepared based on BAR CHART/ PERT CPM techniques on the basis of a construction schedule submitted by the contractor at the time of executing contract showing the order in which the work is proposed to be carried out within the time specified in the contract document/work order. For the purpose of this detailed time and progress chart, the work shall be deemed to have commenced on the expiry of 10 (ten) days from the issue of Letter of Acceptance of Tender/Work Order or handing over the site of work or handing over reasonable number of working drawings to the contractor or the period of regularizing allowed in the work order for starting the work in special circumstances, whichever is later.

6.1 If the contractor, without reasonable cause or valid reasons, commits default in commencing the work within the aforesaid time limit, the company shall without prejudice to any other right or remedy, be at liberty, by giving 15 days notice in writing to the contractor to commence the work, to forfeit the Earnest Money deposited by him and to rescind the Letter of Acceptance of Tender/Work Order.

Additionally, the Company will reserve the right to debar such defaulting Contractors from participating in future Tenders for a minimum period of 1 (One) year.

6.2 If the contractor fails to maintain the required progress in terms of the agreed time & progress chart or to complete the work and clear the site on or before the scheduled date or extended date of completion, he shall, without prejudice to any other right or remedy available under the law to the company on account of such breach, pay as agreed compensation the amount calculated at the rates stipulated below or such smaller amount as the Engineer in Charge (whose decision in writing shall be final & binding) may decide on the amount of contract value of unfinished work for every completed week that the progress remains below that specified in the agreed time & progress chart or that the work remains incomplete.

This will also apply to items or group of items for which separate period of completion has been specified:-

i)	Completion period (as originally stipulated) not exceeding three months	@ 1% per week
ii)	Completion period (as originally stipulated) Exceeding three months.	@ 1% per week.

Provided always that the total amount of compensation for delay to be paid under this condition shall not exceed 15% of the contract value of work or of the contract value of the item or group of items of work for which a separate period of completion is originally given.

The amount of compensation may be adjusted or set-off against any sum payable to the contractor under this or any other contract with the company.

6.3 a) The company may at its sole discretion, waive the payment of compensation on request received from the contractor indicating valid and acceptable reasons if the entire work is completed within the date as specified in the contract/work order or as validly extended date without stipulating any compensation for delay.

Or

b) If the progress of the work or of any portion of the work is unsatisfactory, the Engineer In-charge shall be entitled, after giving the contractor 15 days' notice in writing, to employ another Agency for executing the job or to carry out the work departmentally either wholly or partly debiting the contractor with the cost involved in engaging another Agency or the cost involved in executing the work departmentally, as the case may be. The certificate to be issued by the Engineer In-charge for the cost of the work so done shall be final and conclusive and the extra cost, if any, shall be borne by the contractor.

6.4 Extension of date of completion: On occurrences of any events causing delay as stated here-under, the contractor shall intimate immediately in writing to the Engineer In Charge.

a) Force Majeure :- i) Natural phenomena, including but not limited to abnormally bad weather, unprecedented flood and draught, earthquakes & epidemics.

ii) Political upheaval, civil commotion, strikes, lockouts, acts of any Govt. (domestic/foreign) including but not limited to war, proprieties, quarantine embargoes.

The successful bidder/ contractor will advise in the event of his having to resort to this clause by a registered letter duly certified by the local chamber of commerce or statutory authorities, the beginning and end of the cause of delay, within fifteen days of the occurrence and cessation of such Force Majeure condition.

In the event of delay due to Force Majeure for more than one month the contract may be terminated at the discretion of the company. Termination under such circumstances will be without any liability on either side.

b) Serious loss or damage by fire

c) Non-availability of stores, which are the responsibility of the company to supply as per contract

d) Non-availability of working drawings in time, which are to be made available by the company as per contract during progress of the work

e) Delay on the part of the contractors or tradesmen engaged by the company not forming part of the contract, holding up further progress of the work

f) Non-availability or breakdown of tools and plant to be made available or made available by the company

g) The execution of any modified or additional items of work or excess quantity of work.

h) Any other causes which, at the sole discretion of the company, is beyond the control of the contractor.

6.4.1 **A HINDRANCE REGISTER** shall be maintained by both department and the contractor at site to record the various hindrances, as stated above, encountered during the course of execution.

Hindrance register will be signed by both the parties. The contractor may also record his observations in the Hindrance Register. In case the contractor has a different opinion for hindrance and a dispute arises then the matter would be referred to the EIC and or the next higher authority whose decision would be final & binding on the contractor & the decision to be communicated within 15 days.

6.4.2 The contractor shall request the company in writing for extension of time within 15 days of happening of such event causing delay stating also, the period for which extension is required. The company may, considering the genuinity of the request, give a reasonable extension of time for completion of the work. Such extension shall be communicated to the contractor in writing by the company through the Engineer In Charge within 1 month of the date of receipt of such request.

6.4.3 The opinion of the Engineer-in-charge, whether the grounds shown for the extension of time are or are not reasonable, is final. If the Engineer-in-charge is of the opinion that the grounds shown by the contractor are not reasonable and declines to the grant of extension to time, the contractor cannot challenge the soundness of the opinion by reference to arbitration.

The opinion of the Engineer-in-charge that the period of extension granted by him is proper or necessary is not, however, final. If the contractor feels that the period of extension granted is inadequate he can appeal to the CGM(Civil)/ GM(Civil)/ CE(Civil) of the company for consideration on the question whether the period of extension is or is not proper or necessary.

6.4.4 Provisional extension of time may also be granted by the Engineer In Charge during the course of execution, on written request for extension of time within 15(fifteen) days of happening of such events as stated above, reserving the company's right to impose/ waive penalty at the time of granting final extension of time as per contract agreement.

6.4.5 When the period fixed for the completion of the contract is about to expire, the question of extension of the contract may be considered at the instance of the Contractor or the Department or of both. The extension will have to be by party's agreement, express or implied.

In case the contractor does not apply for grant of extension of time within 15(fifteen) days of the hindrance occurring in execution of the work and the department wants to continue with the work beyond the stipulated date of completion for reason of the work having been unavoidably hindered, the Engineer-in-charge can grant extension of time even in the absence of application from the contractor. Such extension of time granted by the Engineer in Charge is valid provided the contractor accepts the same either expressly or implied by his actions before and subsequent to the date of completion. Such extension of time shall be without prejudice to Company's right to levy compensation under the relevant clause of the contract.

The contractor shall however use his best efforts to prevent or make good the delay by putting his endeavors constantly as may be reasonably required of him to the satisfaction of the Engineer In Charge.

7. Material Supply & other Facilities.

7.1 The company does not undertake any responsibility for supply of any materials to the contractor.

7.2 All materials, tools and plants brought to site by the contractor including the materials supplied by the company shall be deemed to be held in lien by the company and the contractor shall not have the right to remove the same from the site, without the written permission of the Engineer In-charge. The company shall not however be liable for any loss, theft or damage due to fire or other cause during this period of lien, the responsibility for which shall lie entirely on the contractor.

7.3 The contractor shall bear the cost of loading, transportation to site, unloading, storing under cover as required etc. as may be necessary for the use and keeping the materials in good conditions.

7.4 Any surplus materials issued by the company, remaining after completion o0r termination of the contract, shall be returned by the contractor at his cost to the place of issue and the Engineer In-charge shall accept the same at the rate not exceeding the rate at which these were originally issued taking into consideration the deterioration or damage, if any, that may have been caused during the custody of the contractor. In the event, the contractor fails to return the surplus materials out of those supplied by the company, the Engineer In-charge may, in addition to any other liability which the contractor would incur in this regard, by giving notice in writing require the contractor to pay the amount at double the issue rate for such unreturned surplus materials or 115% of the prevailing market rate including Sales Tax & General Tax during the period of work, whichever is more.

7.5 On completion or on termination of the contract and on complete recovery of secured advance paid by the company, if any, in respect of materials brought to site, the contractor with due permission of the Engineer In charge shall be entitled to remove at his expenses all surplus materials originally supplied by him and upon such removal, the same shall become the property of the contractor.

7.6 All charges on account of octroi, terminal or sales tax and other duties on materials obtained for the works from any source (excluding materials supplied by the company) shall be borne by the contractor.

7.7 The contractor shall arrange necessary electricity at his own cost for the work and his own establishment. However, if available and feasible the company may arrange electricity at one point near the work site and necessary recovery of cost of energy consumed will be made at rates prescribed by the company from time to time. Energy meter for this purpose shall be provided by the contractor.

7.8 The contractor shall arrange necessary water for the work and his own establishment. However if available and feasible the company may arrange water at one point near the work site for which recovery @ 1% of the contract value of work done will be made from the contractor's bill.

7.9 Explosives, detonators and other inflammable materials shall not be used in the execution of the work at site by the contractor without prior written permission of the Engineer-in-charge. Transportation and storage of such materials shall be done in specified manner in accordance with the law in force. The contractor shall also obtain license under such laws for transportation, storage use and all other operations, connected with the handling of the same.

8. Quality Assurance Materials and Workmanship:

The contractor shall carry out and complete the work in every respect in accordance with the contractor and shall ensure that the work conforms strictly to the drawing,

specifications, instructions of the Engineer-in-Charge. The Engineer-in-Charge may issue from time to time, further drawings detailed instructions/directions in writing to the contractor. All such drawings, instructions/directions shall be consistent with the contract documents and shall be reasonable inferable there from, along with clarifications/explanations thereof, if necessary.

8.1 For a quality Assurance of all the Civil Engineering works the norms guidelines laid down by the company herein and elsewhere will form part of the contract for the purpose of quality of works.

8.2 The contractor shall be responsible for contract and complete execution of the work in a workman like manner with the materials as per specification which shall be subject to the approval of the company. All work under execution in pursuance of the contract shall be open to inspection and supervision by the Engineer In charge or by his authorized representative or any other official of higher rank or any other person authorized by the company in his behalf and the contractor shall allow the same.

8.3 All materials to be provided by the contractor shall be in conformity with the specifications/schedule of work as per the contract and the contractor shall furnish proof, if so required by the Engineer In charge to his satisfaction that the materials do so comply.

8.4 The contractor shall immediately after the award of work draw up a schedule giving dates for submission of samples as required or necessary as per the specification for approval of Engineer In charge who shall approve, if found acceptable, promptly so that there is no delay in the progress of the work of the contractor or of the work of any of the sub-contractor.

On receipt of samples as per schedule, the Engineer In charge shall arrange to examine/test with reasonable promptness ensuring conformity of the samples with the required specification and complying with the requirement as per contract documents keeping in view that the work shall be in accordance with the samples approved by him. The contractor shall not start bringing materials at the site unless the respective samples are approved. Materials conforming to approved samples shall only be brought to site.

Samples are to be supplied by the contractor at his own cost. The cost involved in testing shall be borne by the contractor. If any test is ordered by the Engineer In-charge which is to be carried out by any independent person or agency at any place other than the site even then the cost of materials and testing charge etc. shall be borne by the contractor. If the test shows that the materials are not in accordance with the specifications, the said materials shall not be used in the work and removed from the site at contractors cost.

8.5 The company, through the Engineer In-charge, shall have full powers to reject any materials or work due to a defect therein for not conforming to the required quality and or for materials not being of the required quality and standard or for reasons of poor workmanship or for not being in accordance with the sample approved by him. The contractor shall forthwith remedy the defect/replace the materials at his expense and no further work shall be done pending such rectification/replacement of materials, if so instructed by the Engineer In-charge.

In case of default on the part of the contractor, the Engineer In-charge shall be at liberty to procure the proper materials for replacement and/or to carry out the rectifications in any manner considered advisable under the circumstances and the

entire cost & delay for such procurement/rectification shall be borne by the contractor.

7.1.1.1.1 The Engineer In-charge shall be entitled to have tests carried out for any materials, according to the standard practice followed for such tests, other then those for which satisfactory proof has already been furnished by the contractor who shall provide at his expense all facilities which the Engineer In-charge may require for the purpose.

The cost of any other tests, if so required by the Engineer In-charge, shall be borne by the contractor only, if the test shows the workmanship or materials not to be in accordance with the provision of the contract or the instruction of Engineer In-charge, but otherwise by the company.

8.7 Access to the works: The Engineer In-charge and any person authorized by the company shall at all times have access to the works and to all workshops and places where work is being prepared or from where materials, manufactured articles are being obtained for the works and the contractor shall afford every facility for an every assistance in or in obtaining the right to such access.

8.8 Inspection of work : I) No work shall be covered up or put out of view without the approval of the Engineer In-charge or the Engineer In-charge's representative or any other officer nominated buy the company for the purpose and the contractor shall afford full opportunity fort the EIC EIC's representative or any other officer nominated by the company for the purpose to examine and measure any work which is about to be covered up or put out of view and to examine foundations before permanent work is placed thereon, the contractor shall give due notice to the Engineer In-charge's representative whenever any such work or foundations is ready or about to be ready for examination and the Engineer In-charge's representative shall, without unreasonable delay, unless he considers it unnecessary and advises the contractor accordingly, attend for the purpose of examining and measuring such work or foundations.

ii) The contractor shall uncover any part or parts of the works or making openings in or through the same an the Engineer In-charge may from time to time direct and shall reinstate and make good such part or parts to the satisfaction of Engineer In-charge.

If any such part or parts have been covered up or put on of view after compliance with the requirement of sub-clause about and are found to be executed in accordance with the contract, the expenses of uncovering, making opening sin or through and making good the same shall be borne by the Employer, but in any other cases all costs shall be borne by the Contractor.

8.9 Removal of Improper work and Materials:

i) The Engineer In-charge shall during the progress of the works have power to order in writing from time to time:

a) The removal from the site, of any materials which in the opinion of Engineer In-charge, are not in accordance the contract/ work order/ approved sample.

b) The substitution with proper and suitable materials.

c) The removal and proper re- execution, not withstanding any previous test thereof or interim payment therefore, of any work which in respect of materials workmanship is not in accordance with the contract.

ii) In case of default on the part of the contractor in carrying out such order, the Engineer In-charge shall entitled to employ and pay other agency to carry out same and all expenses consequent thereon shall be recoverable from the contractor or may be deducted from any amount due or which may become due to the contractor.

8.10. Valuation of work : In lieu of rejecting work done or materials supplied not in conformity with the contract/ work order/approved samples, the Engineer In-charge or other officer nominated by the company for the purpose may allow such work or materials to remain, provided the Engineer In-charge / the officer nominated by the company satisfied with the quality of any materials, or strength and structural safety of the work, and in that case shall make such deduction for the difference in value as in his opinion may be reasonable.

8.11 Final Inspection of work : The Engineer In-charge and any other officer nominated by the company for the purpose shall make final inspection of all work included in the contract/work order, or any portion thereof, or completed structure forming part of the work of the contract, as soon as practicable after notification by the contractor that after the work is completed and ready for acceptance. If the work is completed and ready acceptance. If the work is not acceptance to the Engineer In-charge at the time of such inspection, he shall inform the contractor in writing as to the particular defects be remedied before final acceptance can be made.

8.12 Defects appearing after acceptance: Any defects which may appear within the defect liability period and arising in the opinion of the Engineer In-charge, from lack of conformance with the drawings and specification, shall, if so required by the Engineer In-charge in writing be remedied by the contractor at his own cost within the time stipulated by the Engineer In-charge. If the contractor fails to comply, the Engineer In-charge may employ other persons to remedy the defects and recover the cost thereof from the dues of the contractor.

8.13 Site order Book : A site order book is a Register duly certified by the Engineer In-charge regarding number of pages it contains, each page being numbered, name of work, name of contractor, reference of contact/ work order and the aforesaid certificate should be recorded on its first page.

Site Order Books shall be maintained on the sites of works and should never be removed there from under any circumstances. It shall be the property of the company. The Engineer In-charge or his authorized representative shall duly record his observations regarding any work, which needs action on the part of the contractor like, improvement in the quality of work, failure to adhere to the scheduled programme etc. as per contract/work order. The contractor shall promptly sign the site order book and note the orders given therein by the EIC or his representative and comply with them. The compliance shall be reported by the contractor in writing to EIC in time so that it can be checked.

The site order book will be consulted by the Engineer In-charge at the time of making both running on account and final bills of the contractor. A certificate to this effect should be given in the Measurement Books by the Engineer In-charge or his representative.

8.14. Samples and Testing of Materials : All the materials to be procured by the contractor and to be used in work shall be approved by the Engineer In-charge in advance, and shall pass the tests and analysis required by him, which will be as specified in the specifications of the items concerned and or as specified by BIS or the IRC standard specifications acceptable to the Engineer In-charge. The method of sampling and testing shall be as per the relevant BIS, IRC and other relevant standards and practices. Minor minerals like sand, stone chips etc. shall be conforming to relevant BIS standards. All bought out items including cement and steel shall be procured from such manufacturers who hold valid license conforming to relevant BIS standards for manufacturing of such items.

8.15 Storage of materials : Materials shall be so stored as to ensure the preservation of the quality and fitness for as work. When considered necessary by the Engineer In-charge they shall be placed on wooden platforms or other hard clean surfaces and not directly on the ground.

Materials shall be placed under cover when directed and the contractor shall erect and maintain at own cost temporary weatherproof sheds be so located as facilitate prompt inspection. All stored materials shall inspected at the time of use in the work, even though they may have been inspected and approved before being placed in storage or during storage.

8.16 Defective Materials: All materials not conforming to the requirements of the specifications shall be considered as defective, and all such materials, whether in place or not shall be rejected. They shall be removed immediately by the contractor at his expenses and replaced with acceptable materials.

No rejected materials, the defects of which have been subsequently corrected, shall be used on the work until approval in writing has been given by the Engineer In-charge. Upon failure on the part of the contractor to comply with any instruction of the Engineer In-charge made under the provisions of this article within the time stipulated by the Engineer In-charge, the Engineer In-charge shall have authority to remove and replace defective material and recover the cost of removal and replacement from the contractor.

Further all such defective materials lying at site not removed and replaced within 30 days after issue of notice by the Engineer In-charge , if the Engineer In-charge so decides, shall dispose off such materials in any manner without any further written notice to the contractor.

9. Measurement and payment :

Except where any general or detailed description of the work in the Bill of Quantities or specifications of the contract/ work order provides otherwise, measurement of work done shall be taken in accordance with the relevant standard method of measurement published by the Bureau of Indian Standards (BIS) and if not covered by the above, other relevant standards/practices shall be followed as per instruction of the Engineer In-charge.

9.1 All items of work carried out by the contractor in accordance with the provision of the contract having a financial value shall be entered in the Measurement Book as prescribed by the company so that a complete record of the measurements is available for all the works executed under the contract and the value of the work executed can be ascertained and determined there from. Measurements of completed work / portion of completed work shall be recorded only in the Measurement Books.

9.2 Measurement shall be taken jointly by the Engineer In-charge or his authorized representative and by the contractor or his authorized representative.

9.3 Before taking measurements of any work, the Engineer In-charge or the person deputed by him for the purpose shall intimate the contractor to attend or to send his representative to attend the measurement. Every measurement thus taken shall be signed and dated by both the parties on the site on completion of the measurement. If the contractor objects to any measurements, a note to that effect shall be made in the Measurement Book / Log Book and signed and dated by both the parties.

9.4 The measurement of the portion of work/items of work objected to, shall be re-measured by the Engineer In-charge himself or the authority nominated by the company for the purpose in the presence of the contractor or his authorized representative and recorded in the M.B., which shall be signed and dated by both the parties. Measurements to recorded shall be final and binding upon the contractor and no claim whatsoever shall thereafter be entertained.

In case the contractor or his authorized representative does not attend to the joint measurement at the prefixed date and time after due notice, the measurements taken by the Engineer In-charge or his representative shall be final and binding on the contractor.

Measurement of the extra items of work or excess quantities of work duly authorized in writing by the Engineer In-charge shall also be taken and recorded in the M.B. based on thee existing item in the SOR of the company and if such items do not exist in the company's SOR, the description of the work shall be as per actual execution. Payment for such extra items will be based on the rates to be derived as described in the relevant clauses of the contract/work order.

9.5 No work shall be covered up or put out of view without the approval by the Engineer In-charge and recoding of measurements and check measurement thereof duly accepted by the contractor. The contractor shall provide full opportunity to the Engineer In-charge or his representative to examine the foundations before covering up.

The contractor shall also notice to Engineer In-charge wherever such works or foundations are ready for examination and the Engineer In-charge shall without unreasonable, if the work is acceptable and advise the contractor regarding covering of such works or foundations.

9.6 In case of items which are claimed by the contractor but are not admissible according to the department, measurements of such items, will be taken by for record purpose only and without prejudice so that in case it is subsequently decided by the department to admit in contractor's claims, there should be no difficulty in determining the quantities of such work. A suitable remark should, however, be made against such measurements to guard against payment in the ordinary way.

9.7 Payments : The running on account payments may be made once in a month or at intervals stipulated in the work order / contract agreement.

9.7.01 Running on account bill/bills for the work executed/materials supplied in accordance with the work order / contract shall be prepared on the basis of detailed measurements recorded as described hereinbefore and processed for payment.

9.7.02 Payment of on account bill shall be made on the Engineer In-charge's certifying the sum to which the contractor in considered entitled by way of interim payment for the following:

a) The work executed as covered by the bill/bills after deducting the amount already paid, the security deposit and such other amounts as may be deductible or recoverable in terms of the work order / contract.

b) (i) Payment for excess quantity of work done with the written instructions of the Engineer In-charge for items already appearing in the bill of quantities of work with approved rates, will be made along with the on account bills only up to 10% of the quantity provided in the agreement subject to overall value of work not exceeding the agreement value.

(ii) The CGM (Civil)/ GM (Civil)/ CE (Civil) of the company and / or the staff officer(C) of the Area may authorize interim payment for excess work done upto 10% of the quantity of work provided in the Bill of Quantity of the work awarded from company level and Area level respectively subject to overall value of work done does not exceed the contract value.

c) Extra items of work executed will be paid on specific written authorization of CGM (Civil)/ GM(C)/ CE(C)/ of the company or staff officer (Civil) of the Area provided that the value of such extra of work when added together is not more than 10% of the contract value and the total gross payment including excess quantity does not exceed the contract value.

Balance amount on account of excess quantity and extra items of work executed shall be paid after the deviation estimate / revised estimate _regularizing the extra items and excess quantities of work is sanctioned by the competent authority of the company with the concurrence of the Finance Department of the company.

d) On the Engineer In-charge's certificate of completion in respect of the work covered by the contract / final measurements of the work certificate by the Engineer In-charge or his representative.

9.7.03 The measurements shall be entered in the M.B. for the work done upto the date of completion and evaluated based on the approved rates for the items in the contract agreement / sanctioned revised estimate. In case of extra items of work, the rates shall be derived as stated in the relevant clause of the contract.

The payments shall be released against the final bill subject to all deductions which may be made on account of materials supplied, water supply for construction, supply of electricity and any other dues payable by the contractor to the company, and further subject to the contractor to the company, and further subject to the contractor having given to the Engineer In-charge a no claim certificate. The contractor shall indemnify the company against proof of depositing royalty on account of minor minerals used in the work before the final bill is processed for payments. The final payment to be made will also be subject to clause – 4.5 of the Genera Terms and Conditions of the contract.

9.7.04 Any certificate given by the Engineer In-charge for the purpose of payment of interim bill/bills shall not of itself be conclusive evidence that any work/materials to which it relate is/are in accordance with the contract and may be modified or corrected by the Engineer In-charge by any subsequent certificate or by the final certificate.

9.7.05 The company reserve the right to recover/enforce recovery of any over payments detected after the payment as a result of post payment audit or technical examination or by any other means, not withstanding the fact that the amount of disputed claims, if any of the contractor exceeds the amount of such overpayment and irrespective of the facts whether such disputed claims of the contractor are the subject matter of arbitration or not.

The amount of such over payments shall be recovered from subsequent bills under the contract failing that from contractor's claim under any other contract with the company or from the contractor's security deposit or the contractor shall pay the amount of over payment on demand. In case of contractor's non-payment on such demands, the same should be realized from the contractor's dues, if any with Coal India Limited or any of its subsidiaries.

9.7.06 The contractors are required to execute all works satisfactorily and according to the specifications laid down in the contract/ work order. If certain items of work, executed by the contractor, are below specifications, the contractor should re-do them according to the specifications and instructions of EIC and if the contractor fails to rectify the defect within the time and in the manner specified by the EIC, the work shall be got re-done or rectified by the department at the risk and cost of the contractor. Engineer In-charge may accept such work of below specifications provided the department is satisfied with the quality of such works and the strength / structural safety of such works. In that case Engineer In-charge shall make such deductions for the difference value, as in his opinion is reasonable and is approved by the accepting authority of the company i.e. CGMI/ GMI/CEI of the company

in this case or any other officer nominated by CGMI/GMI/ CEI for the purpose.

9.8 Income tax deduction @ 2% of the gross value of each bill or at the rate as amended from time to time, shall be made unless exempted by the competent authority of the Income Tax Department.

Sales tax or any other taxes as applicable on works contract shall be payable by the contractor, If, however, the company is asked to make deduction from the contractor's bills, the same shall be done and a certificate to this effect shall be issued to the contractor for dealing with the State Govt. and the company does not take any responsibility to do anything further in this regard.

9.9 No interest shall be payable on the amounts withheld, under the terms of the Agreement/Work order.

10. Terminations, Suspension, cancellation and Foreclosure of contract.

The company shall, in addition to other remedial steps to be taken as provided in the conditions of contract be entitled to cancel the contract in full or in part, if the contractor:-

Makes default / breach in complying with any of the terms and conditions of the contract and does not remedy it or fails to take effective steps for the remedy to the satisfaction of the Engineer In-charge, then on the expiry of the period as may be specified by the Engineer In-charge in a notice in writing.

Or

Commits default/breach in complying with any of the terms and conditions of the contract and does not remedy it or fails to take effective steps for the remedy to the satisfaction of the Engineer In-charge, then on the expiry of the period as may be specified by the Engineer In-charge in a notice in writing.

Or

Obtains a contract with the company as a result of ring tendering or other non-bonafide methods of competitive tendering.

Or

shall offer or give or agree to give any person in the service of the company or to any other person on his behalf any gift or consideration of any kind as an inducement or reward for act/acts of favour in relation to the obtaining or execution of this or any other contract for his company.

Or

fails to complete the work or items of work with individual dates of completion, on or before the date/dates of completion or as extended by the company, then on the expiry of the period as may be specified by the Engineer In-charge in a notice in writing.

Or

Transfers, sublets, assign the entire work or any portion thereof without the prior approval in writing from the Engineer In-charge. The Engineer In-charge may by giving a written notice, cancel the whole contract or portion of it in default.

10.1 The contract shall also stand terminated under any of the following circumstances :

a) If the contractor being an individual in the case of proprietary concern or in the case of partnership firm any of its partners is declared insolvent under the provisions of Insolvency Act for the time being in force, or makes any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors amounting to proceedings for liquidation or composition under any Insolvency Act.

b) In the case of the contractor being a company, its affairs are under liquidation either by a resolution passed by the contractors company or by an order of court, not being a voluntary liquidation proceedings for the purpose of amalgamation or reorganization, or a receiver or manager is appointed by the court on the application by the debenture holders of the contractor's company, if any.

c) If the contractor shall suffer an execution being levied on his/their goods, estates and allow it to be continued for a period of 21 (twenty one) days.

d) On the death of the contractor being a proprietary concern or of any of the partners in the cases of a partnership concern and the company is not satisfied that the legal representative of the deceased proprietor or the other surviving partners of the partnership concern are capable of carrying out and completing the contract. The decision of the company in this respect shall be final and binding which is to be intimated in writing to the legal representative or to the partnership concern.

10.2 On cancellation of the contract or on termination of the contract, the Engineer In-charge shall have powers:

a) To take possession of the site and any materials, constructional plant, equipments, stores etc. thereon.

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

c) To determine the amount to be recovered from the contractor for completing the remaining work or in the event the remaining work is not to be completed the loss/damage suffered, if any, by the company after giving credit for the value of the work executed by the contractor up to the time of cancellation less on a/c payments made till date and value of contractor's materials, plant, equipments, etc. taken possession of after cancellation.

d) to recover the amount determined as above, if any, from any money due to the contractor on any account or under any other contract, and in the event of any shortfall, the contractor shall be called upon to pay the same on demand. The need for determination of the amount of recovery of any extra cost / expenditure or of any loss / damage suffered by the company shall not however arise in the case of termination of the contract for death/demise of the contractor as stated in clause 10.1(d) of the contract.

e) To give the contractor or his representative on the work 7 (seven) days notice in writing for taking final measurement for the works executed till the date of cancellation or termination of the contract. The Engineer-in-charge shall fix the time for taking such final measurement and intimate the contractor in writing. The final measurement shall be carried out at the said appointed time notwithstanding whether the contractor is present or not. Any claim as regards measurement which the contractor is to make shall be made in writing within 7 (seven) days of taking final measurement by Engineer-in-Charge as aforesaid and if no such claim is received, the contractor shall be deemed to have waived all the claims regarding above measurements and any claim made thereafter shall not be entertained.

f) If the contractor fails to complete the work and the order is cancelled the amount due to him on account of work executed by him, if payable shall be paid to him only after due recoveries as per the provisions of the contract, and that too after alternative arrangement to complete the work has been made.

10.3 Suspension of work:

i) The company shall have power to suspend the work or any part thereof and the Engineer-in-Charge may direct the contractor in writing to suspend the work, for such period and in such manner as may be specified therein, on account of any default on the part of the contractor, or for proper execution of the work for reasons other than any default on part of the contractor, or on ground of safety of the work.

ii) In the event of suspension for reasons other than any default on the part of the contractor, extension of time shall be allowed by the company equal to the period of such suspension and the contractor shall properly protect and secure the works to the extent necessary during such suspension.

The contractor shall carry out the instructions given this respect by the Engineer In-charge & if such suspense exceeds 45 (forty five) days, the contractor will compensated on mutually agreed terms.

10.4 The work shall throughout the stipulated period contract, be carried out with all due diligence on the part of the contractor. In the event of termination or suspension of the contract, on account of default on the part of the contractor, as narrated hereinbefore, the security deposit and other dues of this work or any other work done under this company shall be forfeited and brought under the absolute disposal of the company provided, that the amount so forfeited shall not exceed 15(fifteen) percent of the contract value.

10.5 Foreclosure of contract:

If at any time after acceptance of the tender the company decides to abandon for any reason whatsoever the company, through its Engineer In-charge, shall give notice in writing to that effect to the contractor. In the event of abandonment the company shall be liable :-

a) to pay reasonable amount assessed and certified by the Engineer In-charge of the expenditure incurred, if any, but the contractor on preliminary works at site e.g. temporary access roads, temporary construction for labour and staff quarters, office accommodation, storage of materials , water storage tanks and water supply for the work including supply to labour/staff quarters, office etc.

b) To pay the contractor at the contract rates full amount for works executed and measured at site up to the date of such abandonment.

c) to pay for the materials brought to site or to be delivered at site, which the contractor is legally liable to pay, for the purpose of consumption in works carried our or were to be carried out but for the foreclosure, including the cost of purchase and transportation and cost of delivery of such materials. The materials to be taken over by the company should be in good condition and the company may allow at its discretion the contractor to retain the materials in full or in part if so desired by him and to be transported by the contractor from site to his place at his own cost with due permission of the Engineer In-charge.

d) to make back the materials issued by the company but remaining unused, if any, in the work on the date of abandonment/reduction in the work, at the original issue price less allowance for any deterioration or damage caused while in custody of the contractor.

e) To pay for the transportation of tools and plants of the contractor from site to contractor's place or to any other destination, whichever is less.

10.5.01 The contractor shall, if required by the Engineer In-charge., furnish to him books of accounts, papers, relevant documents as may be necessary to enable the Engineer In-charge to assess the amounts payable in terms of clauses 10.5(b) (c) & (e) of the contract. The contractor shall not have nay claim for compensation for abandonment of the work other than those as specified above.

11. **Completion certificate.**

Except in cases where the contract provides for "Performance Test" before issue of completion certificate, in which case the issue of completion certificate shall be in accordance with the procedure specified therein, the contractor shall give notice of completion of work, as soon as the work is completed, to the Engineer In-charge. The Engineer In-charge and or any other officer, nominated for the purpose by the company, shall within 30 (thirty) days from the receipt thereof, inspect the work and

ascertain the defects/deficiencies, if any, to be rectified by the contractor as also the items, if any, for which payment shall be made at reduced rate.

If the defects, according to the Engineer In charge are of a major nature and the rectification of which is necessary for the satisfactory performance of the contract, he shall intimate in writing the defects and remove instruct the contractor to rectify the defects/remove deficiencies within the period and in the manner to be specified therein. In such cases completion certificate will be issued by the Engineer In charge after the above rectifications are carried out/deficiencies are removed by the contractor to the satisfaction of Engineer In charge.

In the event there are no defects or the defects/deficiencies are of a minor nature and the Engineer In-charge is satisfied that the contractor has already made arrangements for rectification, or in the event of contractor's failure to rectify the defects for any reason whatsoever, the defects can be rectified by the company departmentally or by other means and the 50% of the security deposit of the contractor shall be sufficient to cover the cost thereof, he shall issue the completion certificate indicating the date of completion of the work, defects tone rectified, if any, and the items, if any, for which payment shall be made at reduced rate indicating reason therefore and with necessary instruction, to the contractor to clear the site/place of work or all debris/waste materials, scaffoldings, sheds, surplus materials etc. making at clean.

11.1 In cases where separate period of completion for certain items or groups of items are specified in the contract separate completion certificate for such items or groups of items may be issued by the Engineer In-charge after completion of such items on receipt of notice from the contractor only in the event the work is completed satisfactorily in every respect.

Refund of security deposit and payment of final bill shall, however, be made on completion of the entire contract work but not on completion of such items of work.

12. <u>Additional Responsibilities of the contractor(s).</u>

The cost on account of the "Additional Responsibilities of the contractors" under this clause is deemed to be including in the tendered rates.

i) The company reserves the right to let other contractors also work in connection with the Project and the contractor/contractors shall co-operate in the works for the introduction and stores and materials and execution of his/their work.

ii) The contractor/contractors shall keep on the work site during the progress a competent and experienced Resident Engineer exclusively for the work and necessary assistants who shall represent the contractor(s). The contractor shall employ, on the site in connection with the execution and maintenance of the work, the following technical staff:

<u>For Buildings, Roads, Water Supply & Sanitary Works</u>:

1)	For value of work ranging From Rs.10 lacs to 20 lacs.	One Experienced Diploma Holder.
2)	For value of work above Rs.20 lacs and upto Rs.1Crore.	One Experienced Graduate Engineer in addition to Diploma holder as per Sl. No.1 & 4.
3)	For value of work in excess every of Rs.1 crore & for Additional 2 Crores or part	One Graduate Engineer extra in addition to Graduate Engineer and Diploma holder as per Sl. No. 1 & 4

thereof.

4)	For value of work in excess Of Rs.20 lacs & for every Additional Rs.50 lacs or Part thereof.	One Diploma holder extra.

For Industrial Structures:

1)	For value of work ranging From 5 lacs to Rs.15 lacs	One Experienced Diploma Holder.
2)	For value of work over Rs.15 lakhs and upto Rs.75 lakhs.	One Experienced Graduate Engineer in addition to Diploma holder as per Sl.No.1 & 4.
3)	For value of work in excess of Rs.75 lakhs & for every additional Rs.1.5 crores or part thereof	One Graduate Engineer extra in addition to Graduate Engineer and Diploma holder As per Sl.No. 1 & 4.
4)	For value in excess of Rs. 15 lakhs & for every Additional Rs.50 lakhs Value or part thereof.	One Diploma holder extra.

The contractor shall intimate the Engineer In-charge in writing the names, qualifications, Experience and full postal address of each and every technical personnel employed at site by him.

The contractor(s) shall not be allowed to execute the work unless he/they engage the required technical staff at site as stated above,. The delay on this account, if any, shall be the contractor's responsibility.

Important instruction shall be confirmed to the contractor(s) in writing. If the contractor/contractors in course of the works finds/find any discrepancy between the drawing, forming part of the contract documents and the physical conditions of the locality or any errors or omissions in drawings except those prepared by himself/themselves and not approved by the Engineer In-charge. It shall be his/their duty to immediately inform the Engineer In-charge in writing and the Engineer In-charge shall verify the same. Any work done after such discovery and without intimation as indicated above will be done at the risk of the contractor/contractors.

iii) The contractor / contractors shall employ only competent, skillful and orderly men to do the work. The Engineer In-charge shall have the right to ask the contractor / contractors to remove from the work site any men of the contractor/contractors who in his opinion is undesirable and the contractor/contractors will have to remove his within three hours of such orders**.**

The contractor shall employ apprentices in the execution of the contract work as required under Apprentices Act.

The contractor shall further be responsible for making arrangements at his own cost, for accommodation and social needs of the staff and workers under his employment.

iv) Precautions shall be exercised at all times by the contractor(s) for the protection of persons (including employees) and property. The safety required or recommended by all applicable lows, codes, statutes and regulations shall be observed by the contractor(s). In case of

accidents, the contractor(s) shall be responsible for compliance with all the requirements imposed by the workmen's compensation Act or any other similar laws in force and the contractor shall indemnify the company against any claim on this account.

All scaffoldings, ladders and such other structures which the workmen are likely to use shall be examined by the Engineer In-charge or his authorized representative whenever they want and the structure must be strong, durable, and safe and of such design as required by Engineer In-charge.

In no case any structure condemned by the Engineer In charge or his authorized representative shall be kept on the work and such structure must be pulled down within three hours of such condemnation and any certificate or instructions however shall in no way absolve the contractor/contractors from his/their responsibility, as an employer, as the company shall in no way be responsible for any claim.

The contractor / contractors shall at all times exercises reasonable precautions for the safety of employees in the performance of his/their contract and shall comply with all applicable provisions of the safety laws drawn up by the State Govt. or Central Govt. or Municipalities and other authorities in India. The contractor/contractors shall comply with the provision of the safety handbook as approved and amended from time to time by the Government of India.

v) The contractor / contractors shall familiarize themselves with and be governed by all laws and rules of India and Local statutes and orders and regulations applicable to his/their work.

vi) The contractor shall maintain all records as per the provision made in the various statutes including contract Labour (Regulation & Abolition) Act, 1970 and the Contract Labour (Regulation & Abolition) Central Rules, 1971, Minimum Wages Act, Workmen Compensation Act etc. and latest amendment thereof. Such records maintained by the contractor shall be opened for inspection by the Engineer In-charge or by the nominated representative of the Principal Employer.

vii) The contractor/contractors shall provide facilities for the sanitary necessities of all persons employed on the work shall be constructed and maintained in the number, manner and place approved or ordered by the Engineer In-charge. The contractor/contractors shall vigorously prohibit committing of nuisance at any other place. Cost of all works under this item shall be covered by the contractor/contractor's tendered rates.

viii) The contractor/contractors shall furnish to the Engineer In-charge or his authorized representative with work reports from time to time regarding the contractor / contractors organization and the progress made by him / them in the execution of the work as per the contract.

ix) The taxes, whether Local, Municipal, provincial or central etc. and cess, royalties etc. are payable or may become payable during the entire periods of contract, shall be to the contractor/contractors account and shall be deemed to have been included in the tender for the work to be executed by him/them.

In case the company land is used for manufacture of bricks or extraction of gravels etc. the contractor will have to pay compensation to the company (apart from the liability of the contractor to make the payment of royalty etc. to the State Government) at the same rates or royalty fixed by the State Government or an appropriate deduction may be made in the rate to be paid to the contractor.

x) The contractor/contractors shall make his/their own arrangement for all materials, tools, staff and labourer required for the contract which shall include cost of lead, lift, loading, unloading, unloading, railways freights, recruiting expenses and any other charges for the completion of the works.

xii) The work shall not be sublet to any other party, unless approved by Engineer In-charge, in writing.

xiii) No fruit trees or valuable plants or trees with trunk diameter exceeding 150mm shall be pulled, destroyed or damaged by the contractor/contractors or any of his/their employees without the prior permission of the company, failing which the cost of such trees or plants shall be deducted from the contractor/ contractors dues at the rate to be decided by the company. The rates quoted are supposed to include clearance of shrubs and jungles and removal of such trees upto 150mm dia., as will be permitted by the Engineer In-charge in writing.

xiv) The contractor / contractors shall not pay less than the minimum wages to the labourers engaged by him/them as per Minimum Wages Act or such other legislation or award of the minimum wage fixed by the respective State Govt. or Central Govt. as may be in force.

xv) All accounts shall be maintained properly and the company shall have the right of access and inspection of all such books of accounts etc., relating to payment of labourer considered necessary and the company may arrange for witnessing the payment to the labourer by its representatives.

xvi) The contractor shall in additions to any indemnity provided by the relevant clauses of the agreement or by law, indemnify and keep indemnified for the following :

a. The company or any agent or employee of the company against any action, claim or proceeding relating to infringement or use of any patent or design right and shall pay any royalties or other charges which may be payable in respect of any article or material included in the contract.

However, the amount so paid shall be reimbursed by the company in the event such infringement has taken place in complying with the specific direction issued by the company or the use of such article or material was the result of any drawing and/or specifications issued by the company after submission of tender by the contractor.

The contractor must notify immediately after any claim being made or any action brought against the company or any agent or employee of company in respect of any such matter.

b) The company against all claims, damages or compensation under the provisions of payment of Wages Act, 1938, Minimum Wages Act, 1948, Employer's Liability Act, 1938. The Workmen's Compensation Act, 1923, Industrial Dispute Act, 1947, Mines Act as applicable, Employees State Insurance Act 1948 and Maternity Benefit Act, 1961 or any modification thereof or any other law relating thereto and rules made there under from time to time, as may be applicable to the contract which may arise out of or performance of the work under the contract and also against costs, charges and expenses of any suit, action or proceedings arising out of any accident or injury.

c) The company against all losses and claims for injuries or damages to any third party or to any property belonging to any third party which may arise out of or in consequence of the construction or maintenance or performance of the work under the contract and against all claims/demands proceedings/damages, cost charges and expenses whatsoever in respect of or in relation thereto.

xvii) The contractor is under obligation to hand over to the company the vacant possession of the completed building/structures failing which the Engineer In charge can impose a levy upon the contractor upto 5% of the total contract value for the delay in handing over the vacant possession of the completed works after giving a 15 (fifteen) days notice to the contractor.

xviii) a) <u>INSURANCE</u>: The contractor shall take full responsibility to take all precautions to prevent loss or damage to the works or part thereof for any reasons whatsoever (excluding act of God e.g. flood, riots, war, earthquake, etc.) and shall at his own cost repair and make good the loss/damage to the work so that on completion, the work shall be in good order and condition and in conformity with the requirements of the contract and instructions of the Engineer In Charge.

In case of construction works without limiting the obligations and responsibilities under the contract, the contractor shall take insurance policy for the total value of work for the period from commencement to completion including defect liability period against risk of loss/ damage to the extent as permissible under the law of insurance.

The contractor shall arrange necessary insurance and pledge the same in the name of the company and all moneys payable by the insurers shall be recovered by the company which shall be paid to the contractor in installments as may be certified by the Engineer In Charge for the purpose of rebuilding or replacement or repair of the works and/or goods destroyed or damaged for which payment was received from the insurers.

b) Where any company building or part thereof is used, rented or leased by the contractor for the purpose of storing or using materials of combustible nature, the contractor shall take separate insurance policy for the entire building and the policy shall be deposited with the company.

c) The contractor shall at all times during the tenure of the contract indemnify the company against all claims, damages or compensation under the provision of the Workmen's Compensation Act and shall take insurance policy covering all risk, claims, damages, or compensation payable under the Workmen's Compensation Act or under any other law relating thereto.

d) The contractor shall ensure that the insurance policy/ policies is/are kept alive till full expiry of the contract by timely payment of premiums and it/they shall not be cancelled without the approval of the company and a provision is made to this effect in all policies, and similar insurance policies are also taken by his sub-contractors if any. The cost of premium shall be borne by the contractor and it shall be deemed to have been included in the tendered rate.

e) In the event of contractor's failure to effect or to keep in force the insurance referred to above or any other insurance which the contractor is required to effect under the terms of the contract, the company may effect and keep in force any such insurance and pay such premium/premiums as may be necessary for that purpose from time to time and recover the amount thus paid from any moneys due to the contractor.

(NOTE: THIS CLAUSE (Cl. 12 xviii) SHALL BE APPLICABLE FOR WORKS OF ESTIMATED VALUE OF OVER Rs. 50 LAKHS.)

xix) **Setting Out:** The contractor shall be responsible for the contract and proper setting out of the works and correctness of the position, reduced levels, dimensions and alignment of all parts of the work including marking out the correct lay out in reference to the permanent bench mark and reference points. Only one permanent bench mark and basic reference lines shall be marked and shown to the contractor as basic data.

The contractor shall have all necessary instruments, appliances and labour in connection therewith. If at any time during the progress of work any error is detected in respect of the position, levels, dimensions or alignment of any part of the work, the contractor on being required to do so by the Engineer In Charge or his representative shall at the expenses of the contractor rectify such errors to the satisfaction of Engineer In Charge unless such error is due to incorrect data supplied by the Engineer In Charge.

xx) On receipt of Letter of Acceptance of Tender / Work Order the contractor shall forthwith Register and obtain License from the competent authority under the Contract Labour (Regulation & Abolition)Act 1970,the Contract Labour (Regulation & Abolition) Central Rules, 1971 and submit certified copies of the same to the Engineer In Charge and the Principal Employer.

xxi) The contractor shall be registered with the concerned State Govt. and the Central Govt. in respect of Sales Tax Act/VAT/ TIN and the certificate having details of Registration No., period of validity etc. should be submitted to the Engineer In Charge.

xxii) The contractor shall, in connection with works, provide and maintain, at his own cost, all lights, security guards, fencing when and where necessary as required by the Engineer In Charge for the purpose of protection of the works, materials at site, safety of workmen and convenience of the public.

xxiii) All materials (e.g. Stone, moorum and other materials) obtained in the course of execution of the work during excavation and dismantling etc. shall be the property of the company and the same may be issued to the contractors, if required for use in the works at the rates to be fixed by the Engineer In Charge.

xxiv) Unless otherwise specifically provided for, dewatering of excavation pits, working areas etc. shall be the contractor's responsibility and is to be carried out at his own cost as per instructions of EIC. The rates quoted by the contractor shall be deemed to include the dewatering costs.

xxv) Approval by the Nodal Officer/Engineer in Charge or his nominee: The contractor shall submit specifications and drawings showing the proposed temporary works to the Nodal Officer/Engineer-in-Charge or his nominee, who is to approve them if they comply with the specifications and drawings.

The contractor shall be responsible for design of Temporary Works.

The Nodal Officer/Engineer-in-charge or his nominee's approval shall not alter the contractor's responsibility for design of the Temporary Works.

13. Defects Liability Period:

In addition to the defect/s to be rectified by the contractor as per terms of the contract / work order, the contractor shall be responsible to make good and remedy at his own expense the defect/s mentioned hereunder within such period as may be stipulated by the Engineer in Charge in writing:

a) Any defect/defects in the work detected by the Engineer In Charge within a period of 6 (six) months from the date of issue of completion certificate.

b) In the case of building works or other works of similar nature any defect in the work detected by the Engineer In Charge within a period of 6 (six) months from the date of issue of completion certificate or before the expiry of one full monsoon period i.e. June to October whichever is later in point of time.

13.1 A programme shall be drawn by the contractor and the Engineer In Charge for carrying out the defects by the contractor detected within the defect liability period and if the contractor fails to adhere to this programme, the Engineer In Charge shall be at liberty to procure proper materials and carry out the rectifications in any manner considered advisable under the circumstances and the cost of such procurement of materials and rectification work shall be chargeable to the contractor and recoverable from any of the pending dues of the contractors.

The defect liability period can be extended by the company on getting request from the contractor only for valid reasons.

There will be no defect liability period for works like Grass Cutting, Jungle Cutting, Surface Dressing & any other work of similar nature to be decided by the Engineer in Charge**.**

Annexure "A"

ADDITIONAL SAFETY MEASURES TO BE TAKEN BY THE CONTRACTOR

Safety Code:

(i) Suitable scaffolds should be provided for workman for all works that cannot safely be done from the ground or from solid construction except such short period work as can be done safely from ladders. When a ladder is used an extra Mazdoor shall be engaged for holding the ladder and if the ladder is used for carrying material as well, suitable foot holds and hand holds shall be provided on the ladder and the ladder shall be given on the inclination not steeper than 1/ 4 to 1 (1/4 horizontal and 1 vertical).

(ii) Scaffolding or staging more than 12 feet above the ground or floor, swing or suspended from an overhead support or erected with stationery support shall have a guard rail properly attached bolted braced and otherwise secured at least 3 feet high above the floor or platform or such scaffolding or staging and ends thereof with only such openings as may be necessary for the delivery of materials. Such scaffolding or staging shall be so fastened as to prevent it from swaying from the building or structure.

iii. Working platform, gangways and stairways should be so constructed that they should not sag unduly or unequally, and if the height of the platform or gangway or the Stair way is more than 12 feet above ground level or floor level they should be closely boarded, should have adequate width and should be suitably fenced as described in (ii) above.

iv. Every opening in the floor of a Building or in working platform be provided with suitable means to prevent the fall of persons or materials by providing suitable fencing or railing whose minimum height shall be 30".

(v) Safe means of access shall be provided to all working platforms and other working places. Every ladder shall be provided securely fixed. No portable single ladder shall be over 30 feet in length while the width between side rails in rung ladder shall in no case be less than 11 ½" for ladder up to and including 10 feet in length. For longer ladder this width should be increased at least ¼ % for each additional feet of length. Uniform step spacing shall not exceed 12". Adequate precautions shall be taken to prevent danger from electrical equipment. No materials on any of the sites of work shall be so stacked or placed as to cause danger or inconvenience to any person or the public. The contractor/contractors shall also provide all necessary fencing and lights to protect the public from accident and shall be bound to bear the expenses of defense of every suit, action or other proceedings at all that may be brought by any person for injury sustained owing to neglect of the above precautions and to pay any damages and cost which may be awarded in any such suit., action or proceedings to any such person or which may with the consent of the contractor(s) be paid to compromise any claim by any such persons.

(vi) Contractor must obey the rules and regulations as applicable for underground mines work & must ensure the safety of their men, machine & materials required for completion of the work. He is fully responsible for the payment of compensation to their workmen in case of any accident as per rules of the company. The company is in no way responsible for payment of any such compensation.

EXCAVATION AND TRENCHING

(viii) All trenches, four feet or more in depth, shall at all times be supplied with at least one ladder for each 100 feet in length or fraction thereof. Ladder shall be extended from bottom of the trench to at least 3" above the surface of the ground. The sides of trench which are 5ft or more in depth shall be stepped back to give suitable slope or securely hold by timber bracing so as to avoid the danger of sides to collapse. The excavated materials shall not be placed with 5 feet of the edge of the trench or half of the trench whichever is more. Cutting shall be done from top to bottom. Under no circumstance under mining or under cutting shall be done.

DEMOLITION

viii) Before any demolition work is commenced and also during the process of the work.

(a) All roads and open areas adjacent to the work site shall either be closed or suitably protected.

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

(c) All practical steps shall be taken to prevent danger to persons employed from risk of fire or explosion or flooding. No floor, roof or other part of the building shall be so over loaded with debris or materials as to tender if unsafe.

ix) All necessary personal safety equipment as considered adequate by the Engineer-in-Charge should be kept available for the use of the persons employed on the site and maintained in a condition suitable for immediate use and the contractor should take adequate steps to ensure proper use of equipment by those concerned.

a) Workers employed on mixing asphalting materials, cement and lime mortars shall be provided with protective foot ware and protective goggles.

b) Those engaged in white washing and mixing or stacking of cement bags or any materials which are injurious to the eyes shall be provided with protective goggles.

c) Those engaged in welding works shall be provided with welders glass.

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

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

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

(i) No paint containing lead or lead products should be used except in the form of paste or readymade paint.

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

(iii) Overalls shall be supplied by the contractor(s) to the workmen and adequate facilities shall be provided to enable the working painters to wash during the process of work.

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

A) Use of Hoisting machines and tackle including their attachments, anchorage and supports shall conform to the following standards or conditions.

1. **a)** Those shall be of good mechanical construction, sound material and adequate strength and free from patent defect and shall be kept in good repair and in good working order.

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

C) Every crane driver or hoisting appliances operator shall be properly qualified and no person under the age of 21 years should be in charge of any hoisting machine including any scaffold, winch or give signals to the operator.

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

E) In case of department machines, the safe working load shall be notified by the Electrical Engineer-in-Charge. As regards contractor's machines the contractor(s) shall notify the safe

working load of the machine to the Engineer-in-Charge. Whenever he brings any machinery to site of work and get it verified by the Electrical Engineer concerned.

Gearing, Transmission, Electric wiring and other dangerous parts or hoisting appliances should be provided with such meanes as will reduce to minimum risk of accidental descent of the load. Adequate precaution should be taken to reduce to the minimum the risk of any part of suspended load becoming accidentally displaced. When workers employed on electrical installations which are already energized, insulation mats, wearing apparel such as Gloves, Sleeves and boots as may be necessary should be provided. The workers should not wear any rings, watches and carry keys or other materials which are good conductors of electricity.

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

G) The safety provisions shall be brought to the notice of all concerned by display on a Notice Board at a prominent place at the work spot. The persons responsible for compliance of the safety code shall be named therein by the contractor(s).

H) To ensure effective enforcement of the rules, regulations relating to safety precautions, the arrangements made by the contractor(s) shall be open to inspection by the Labour Officers Engineer-in-Charge of the department or their representatives.

I) Notwithstanding the above clauses from **(i)** to **(xiv)** there is nothing to exempt the contractor(s) from the operation of any other act or rules in force in the republic of India.

SECURITYDEPOSIT

Security deposits shall consist of two parts.

a) Performance security to be submitted at award of work and

b) Retention Money to be recovered from running bills.

Performance security should be 5% of contract amount and should be submitting within 28 days of receipt of LOA by the successful bidders in any of the form given below.

- A Bank guarantee in the form given in the bid document.
- Govt. Securities, FDR or any other form of deposit stipulated by the owner.
- Demand Draft drawn in favour of Bharat Coking Coal Ltd on any Scheduled Bank payable at its Branch at Dhanbad.

The earnest money/ Bid Security deposited in the form of Bank Guarantee shall be discharged when the Bidder has signed the Agreement and furnished the required performance Security/ Security Deposit. The bid Security deposited in the form of Demand draft/ cash shall be adjusted against the security deposit.

It performance security is provided by the successful bidders in the form of bank guarantee it shall be issued either.

a) At Bidder's option by a nationalized/ Scheduled Indian bank or

b) By a foreign bank located in India and acceptable to the employer.

c) The validity of the Bank Guarantee shall be for a period of one year or ninety days beyond the period of contract, whichever is more.

Failure of the successful bidder to comply with the requirement as above shall constitute sufficient ground for cancellation of the award of work and forfeiture of the bid security.

All running on account bills shall be paid at 95% (ninety five percent) of work value. This 5% (five percent) deduction toward Retention Money will be the second part of security deposit.

5% performance security should be refunded within 14 days of the issue of defect liability certificate (taking over certificate with a list of defects). Retention Money should be refunded after issue of No Defect Certificate. Retention Money should be deducted at 5% from running Bills.

2. All running account bills of the contractor shall be paid at 95% (ninety five percent) of work value. The balance 5% (five percent) so accrued shall be paid along with the final bill.

3. The Bank Guarantee towards security deposit shall be acceptable only for values above Rs.50,000/ and the bank Guarantee shall also be valid for minimum period of one year or the period of contract plus the period of retention of security deposit (as described hereafter) or six months whichever is more. Bank Guarantee is to be submitted in the format prescribed by the company. Bank Guarantee shall be irrevocable and from Nationalized Bank. All foreign Banks' guarantee will be confirmed by a Nationalized Bank located in India acceptable to the company. The Bank guarantee must be unconditional and should be encashble on presentation to the issuing bank.

4. The company shall be at liberty to deduct/appropriate from the security deposit such sums as are due and payable by the contractor to be company as may be determined in terms of the contract and the amount appropriated from security deposit shall have to be restored by further deduction from the contractor's subsequent on account running bills, if any.

The refund of security deposit shall be subject to company's right to deduct/appropriate its due against the contractor under this contract or under any other contract.

5. On completion of the entire work and certified as such by the Engineer-in-Charge and on passing of the final bill by the Deptt. One half security deposit remaining with the company shall be refunded to the contractor. The other half shall be refunded to the contractor on the expiry of six months from the date of completion as certified by the Engineer-in-Charge subject to the following conditions.

(a) Any defect/defects in the work, if deducted after issue of completion certificate is/are rectified to the satisfaction of the Engineer-in-Charge within the said period of six months.

(b) In the case of building work/other work of similar nature, the refund shall be made on the expiry of the said six months period or at the end of one full monsoon period i.e. June to October, whichever is later in point of time and any defects such as leakages in roof, efflorescence's in wall, dampness, defects in drainages etc should be rectified to the satisfaction of Engineer-in-Charge.

The quoted rate should be inclusive of all statutory taxes including amendment if any.

TENDER FOR WORK

I/we hereby tender for the execution for the Bharat Coking Coal Limited, Dhanbad of the work specified in the under written memorandum at the rate specified there within a period of Six months from 10 days after the issue of letter of intent or from the date of handing over site whichever is later in accordance in all respect with the specification, design, drawings and other documents attached to this and subject to the annexed conditions of contract and with such materials as are provided for by and in all other respects in accordance with such conditions so far as applicable.

MEMORANDUM

(A)	Name of work	:
(a)	If several sub works are included they Should be detailed in a separate list.	: Enclosed
(B)	Agreement Value	:
(C)	Earnest Money	:
(D)	Security Deposit (including earnest Money) to be deposited before Commencement of the work or Be deducted from bills	: As per details in para 4[A] of General Terms & Condition. to Estimated Value Rs. Agreement Value Rs.
	Time of completion	:
1)	Present Address of Tenderers	:
2)	Relationship of the tenderers with BCCL employee, if any, giving Name , designation and place of posting of the employee	

Signature of the contractor

PART – II

PRICE B I D

(To be submitted with P-II envelope)

Fencing wall around 15 No Quarry of X seam near Substation building at Godhur Colliery					
Sl. No.	Item of Work	Unit	Qty.	Rate	Amt.
1.	Earth work in excavation in foundation. & trenches or drains (not exceeding 1.5 m in width or 10 sqm on plan) including dressing of sides and ramming of bottoms, lift up to 1.5m, including getting out the excavated soil and disposal of surplus excavated soil as directed with in a lead of 50 m. all kind of soil.	/cum	169.29	93.55	15837.07
2.	Quarry boulder masonry work in mud mortar in foundation & plinth (excl. the cost of quarry boulder)	/cum	545.49m3	512.91	279787.27
3.	Quarry boulder masonry work in mud mortar in superstructure (excluding the cost of quarry boulder)	/cum	94.05m3	719.56	67674.61
4.	Flush pointing on stone wall with cement mortar 1:3 (1 cement : 3 sand) etc.com. job	/sqm	1050.00m2	42.65	44782.50
5.	Providing & laying cement of mix 1:3:6(1 cement : 3 sand : 6 stone aggregate) on top of wall	/cum	23.51m3	1468.75	34530.31
				Total:	**4,42,611.76**
Rupees (four lakh forty two thousand six hundred eleven & paise seventy six) only					

SYNOPSIS:

I/ We hereby quote my/ our rate _____%

(_____) above/ below the estimated

rate.

Signature of Contractor

Checked by me.

Area civil Engineer
Kusunda Area