BHARAT COKING COAL LIMITED
(A Subsidiary of Coal India Limited)
Office of the General Manager, Katras Area
P.O. Sijua Distt. Dhanbad.

Ref. No. BCCL/GM/IV/Civil/Tender/09-10/4446
Dated: 04.08.2009

TENDER NOTICE

Sealed percentage rate tender on above/below basis in two parts (part-I & II) are invited from experienced and eligible contractors for taking up the following works:-

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Nature of Job &amp; Location</th>
<th>Estimated Cost</th>
<th>Earnest Money</th>
<th>Cost of Tender Paper</th>
<th>Time of Completion</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Repairing in the staff qtr. 17 unit at APC, 2 unit at KCC, 4 unit at NL Section 1 unit at GTC, 1 unit at Sijua (Total 25 unit) under Katras Area.</td>
<td>Rs. 2,92,799.00</td>
<td>Rs.2,928/-</td>
<td>Rs.250/-</td>
<td>Two months</td>
</tr>
</tbody>
</table>

Issue of tender documents – begins on : 19.08.2009
closed on : 21.08.2009

(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 receiving of tender : 24.08.2009 upto 3.00 P.M.
Date and time of opening of tender : 24.08.2009 at 3.30 P.M.

Eligibility Criteria:-

1) The intending tenderer must have its name as a prime contractor experience of having successfully completed similar nature of job during last 7(Seven) years ending last day or month previous to the one in which bid applications are invited (i.e. eligibility period) should be either of the following:-

i) Three similar completed works each costing not less than the amount equal to 40% of the estimated cost.

OR

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

OR

iii) One similar completed works each costing not less than the amount equal to 80% of the estimated cost.

iv) Similar works:-Means civil construction OR repairing work.

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

contd…..pg/2
3) Note:—
   i.) Provision under eligibility criteria under sl.no.1 shall also include those similar
       works which have been started earlier than eligibility period of tender but completed
       during the eligibility period as per NIT.

   ii) As per eligibility criteria specified under Sl.No.1 pre-qualification shall be done
       based on experience of the successfully completed works and not on experience of works
       in progress.

   iii) The tender documents can be had from the office of the Area Civil Engineer, Katras
       Area IV, BCCL. After depositing of requisite cost of tender paper in form of cash (Non-
       refundable) with Cashier/Sr. F. O., Katras Area Office from 19.08.2009 to 21.08.2009
       during office hours.

   iv) No tender will be issued or submitted by postal means.

   v) Completed sealed tender (part-I & part-II),Technical bid part-I and Price bid Part-
       II should be submitted on 24.08.2009 upto 3.00 P.M. in the office of the Area Civil
       Engineer, Katras Area IV and Part –I of the tender will be opened on the same day at 3.30
       P.M. in the presence of intending tenderers or their authorized representatives.

   vi) The earnest money deposit is to be submitted in a separate envelope altogether
       super scribing “Earnest Money Deposit” and not inside the envelope containing Part-I or
       Part-II of the Bid. Only Part-I will be opened on 24.08.2009 and Part-II will be opened
       only after the acceptance of part-I (Technical Bid) and after obtaining approval of the
       competent authority.

4) The Management of BCCL reserves right to reject any or all of the tenders without
   assigning any reasons what-so-ever and to split up and distribute the work among the
   tenderers.

5) The earnest money should be deposited in form of cash or Bank Draft of Local
   nationalized Bank in favour of Bharat Coking Coal Limited payable at Dhanbad and
   proper money receipt should be enclosed.

6) No materials will be supplied by the deptt for this work and will be responsibility of the
   contractor for procurement of the same at his own cost and risk.

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

8) Late or delayed tender shall not be considered.

9) An Affidavit on Non Judicial Stamp Paper before Notary Public regarding:-
   a) Genuineness of the documents submitted and
   b) They have not been banned or de-listed by any Govt. or Quasi Govt. Agencies or
      PSU’s should be submitted along with the tender document in Part-I.

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

11) Conditional tenders will not be considered.

12) Contractors have to abide by the Central Labour Regulation Act.1970 & Allied Labour
    Laws amended upto date.

13) Income Tax Clearance Certificate/PAN. No. and Sales Tax Registration / VAT
    Certificate is to be submitted with the tender documents in Tech. Bid (part-I).

14) The complete Bid documents will be available on the website for the purpose of
    downloading and tender submitted on such downloaded bid documents shall be
    considered valid for participating in the tender process.

contd…..pg/3
15) The company shall not be responsible for any delay/difficulties/in-accessibility of the downloading facility for any reasons whatsoever. The downloading facility shall be available during the period of sale of tender paper.

16) The bidders, who will download the tender documents from the website of the company, will be required to pay the cost of tender paper (Application fee) by Bank Draft as per NIT at the time of submission of tenders.

17) The bidders will be required to submit an undertaking that they will accept the tender documents as available in the website and their tender shall be rejected, if any tampering in the tender documents is found to be done at the time of opening of tender.

18) The Bank Draft towards the cost of tender documents (Application fee) and the undertaking of the tenderer as at Sl. No. (16) shall be submitted in a separate envelope marked ‘Cost of Tender Documents’ and the undertaking and not with part-I/EMD.

19) In case of any discrepancy between the tender documents downloaded from the website and the master copy available in the office, the later shall prevail and will be binding of the tenderers. No. claim on this account will be entertained.

20) Estimated quantity and side conditions, or the other documents, such general terms and conditions, general specifications, responsibility of the contractor, additional safety measures etc. may be seen at the office of the undersigned which will be applicable to be contact.

Area Civil Engineer,
Katras Area

Distribution:-
1) The Executive Director (VIGL.), BCCL, Koyla Bhawan, Dhanbad.
2) H.O.D (Civil), Civil HQ, Koyla Nagar, Dhanbad.
3) Chief General Manager (Administration), Koyla Bhawan, BCCL.
4) General Manager (EDP), BCCL, Koyla Bhawan, Dhanbad for publication in website.
5) Manager, Public Relation, BCCL, Koyla Bhawan, Dhanbad for publication in approved newspapers.
6) General Manager, Katras Area.
7) Addl.GM./AFM/APM/A.M.(Planning)/A.M.(Safety)/PM(Admin.), Katras Area,
8) All Area CGM/GM’s, Areas & Projects of BCCL & CCWO.
9) All Area Civil Engineers, Area-I to XII, Sudamdih, Moonidih, PB. Area, Block-II,EJ. & W J. Areas, CCWO.
10) All Project Officers, Collieries of Katras Area.
12) Sr. FO/SE (Civil), Katras Area.
13) Cashier, Katras Area.
14) Notice Board, Katras Area.
15) Tender file.
16) LEO(C), Katrasgarh.
17) The Secretary, Chhatabad Malkera, Adarsh Sharmik Sahyog Samitee Ltd.
   5, Chhatabad at Malkera Road, P.O. Katrasgarh, Dhanbad
**Bill of Quantity for Repairing in the staff gtr. 17 unit at APC, 2 unit at KCC, 4 unit at NL Section 1 unit at GTC, 1 unit at Sijua (Total 25 unit) under Katras Area.**

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Item</th>
<th>Quantity</th>
<th>Unit</th>
<th>Rate</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>White washing with lime to give an even shade. i) Old work (two or more coats).</td>
<td>2448.00 m²</td>
<td>/ m²</td>
<td>4.10</td>
<td>10036.80</td>
</tr>
<tr>
<td>2.</td>
<td>Colour washing such as green, blue or buff to give an even shade (old work).</td>
<td>2378.00 m²</td>
<td>/ m²</td>
<td>3.85</td>
<td>9155.30</td>
</tr>
<tr>
<td>3.</td>
<td>Distempering with oil bound washable distemper of approved brand and manufacture to give an even shade i) Old work (one or more coats).</td>
<td>2354.00 m²</td>
<td>/ m²</td>
<td>14.90</td>
<td>35074.60</td>
</tr>
<tr>
<td>4.</td>
<td>Removing dry or oil bound distemper by scrapping, sand papering and preparing the surface smooth including necessary repairs to scratches etc. complete.</td>
<td>690.00 m²</td>
<td>/ m²</td>
<td>4.25</td>
<td>2932.50</td>
</tr>
<tr>
<td>5.</td>
<td>Applying one coat of cement primer of approved brand and manufacture on wall surface : a) Cement Primer</td>
<td>690.00 m²</td>
<td>/ m²</td>
<td>17.20</td>
<td>11868.00</td>
</tr>
<tr>
<td>6.</td>
<td>Painting with synthetic enamel pain of</td>
<td>1498.00 m²</td>
<td>/ m²</td>
<td>22.85</td>
<td>34229.30</td>
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<tr>
<td></td>
<td>Description</td>
<td>Quantity</td>
<td>Unit</td>
<td>Price</td>
<td>Total</td>
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<td>------------------------------------------------------------------------------</td>
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<tr>
<td>7</td>
<td>Structural steel work riveted, bolted or welded in built up sections, trusses and framed work including cutting, hoisting, fixing in position and applying a priming coat of approved steel primer all complete.</td>
<td>867.00 kg</td>
<td>/ kg</td>
<td>46.35</td>
<td>40185.45</td>
</tr>
<tr>
<td>8</td>
<td>Fixing chowkhats in existing opening including embedding chow-khats in floors or walls cutting masonry for holdfasts embedding holdfasts in cement concrete blocks with cement concrete 1:3:6 (1cement : 3 coarse sand : 6 graded stone aggregate 20mm nominal size) painting two coats of coal tar to sides of chowkhats and making good the damages to walls and floors as required complete including disposal of rubbish to the dumping ground within 50 metres lead: i) Door chowkhats ii) Window chowkhats</td>
<td>18 Nos.</td>
<td>/ Each</td>
<td>354.45</td>
<td>6380.10</td>
</tr>
<tr>
<td></td>
<td></td>
<td>3 Nos.</td>
<td>/ Each</td>
<td>214.20</td>
<td>642.60</td>
</tr>
<tr>
<td>9</td>
<td>Cement concrete flooring 1:2:4 (1 cement : 2 coarse sand : 4 graded stone aggregate) finished with a floating</td>
<td>43.00 m²</td>
<td>/ m²</td>
<td>192.95</td>
<td>8296.85</td>
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coat of neat cement including cement slurry, but excluding the cost of nosing of steps etc. complete.

a) 40 mm thick with 20 mm nominal size stone aggregate.

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<tbody>
<tr>
<td>10.</td>
<td>12mm thick cement plaster of mix:</td>
<td></td>
<td></td>
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<tr>
<td></td>
<td>i) 1:6 (1 cement : 6 coarse sand)</td>
<td>880.00 m²</td>
<td>/ m²</td>
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11. Demolishing brick work manually / by mechanical means including stacking of serviceable material and disposal of unserviceable material within 50 metres lead as per direction of Engineer-in-charge.

a) In cement mortar.

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<tr>
<td>12.</td>
<td>Brick work with F.P.S. bricks of class designation 50 in superstructure above plinth level upto floor V level in all shapes and sizes in:</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>i) Cement mortar 1:6 (1 cement : 6 coarse sand)</td>
<td>5.21 m³</td>
<td>/ m³</td>
</tr>
</tbody>
</table>

13. Half brick masonry with F.P.S. bricks of class designation 50 in superstructure above plinth level upto floor V level:

a) Cement mortar 1:4 (1 cement : 4 coarse sand)

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<tbody>
<tr>
<td>2.25 m²</td>
<td>/ m²</td>
<td>274.08</td>
<td>616.68</td>
</tr>
<tr>
<td></td>
<td>Description</td>
<td>Quantity</td>
<td>Rate</td>
</tr>
<tr>
<td>---</td>
<td>-----------------------------------------------------------------------------</td>
<td>----------</td>
<td>------</td>
</tr>
<tr>
<td>14.</td>
<td>Providing, hoisting and fixing upto floor five level precast reinforced cement concrete in small lintels not exceeding 1.5m clear span upto floor five level including the cost of required centering, shuttering and finishing, smooth with 6 mm thick cement plaster 1:3 (1 cement : 3 fine sand) on exposed surfaces complete but excluding the cost of reinforcement with 1:2:4 (1 cement : 2 coarse sand : 4 graded stone aggregate 20mm nominal size).</td>
<td>0.35 m³</td>
<td>/ m³</td>
</tr>
<tr>
<td>15.</td>
<td>Reinforcement for RCC work including straightening, cutting, bending, placing in position and binding all complete i) Cold twisted bars.</td>
<td>25.00 kg</td>
<td>/ kg</td>
</tr>
<tr>
<td>16.</td>
<td>12mm cement plaster finished with a floating coat of neat cement of mix : a) 1:3 (1 cement : 3 fine sand)</td>
<td>416.00 m²</td>
<td>/ m²</td>
</tr>
<tr>
<td>17.</td>
<td>Dismantling roofing including ridges, hips valleys and gutters etc. and stacking the material within 50 metres lead of : a) Asbestos sheet.</td>
<td>60.00 m²</td>
<td>/ m²</td>
</tr>
<tr>
<td>18.</td>
<td>Fixing A.C. sheet (only labour charge).</td>
<td>60.00 m²</td>
<td>/ m²</td>
</tr>
<tr>
<td>19.</td>
<td>Providing &amp; fixing A.C. Sheet roofing.</td>
<td>21.00 m²</td>
<td>/ m²</td>
</tr>
<tr>
<td>20.</td>
<td>Providing and fixing white vitreous china</td>
<td>1 No.</td>
<td>/ Each</td>
</tr>
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<td></td>
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</tbody>
</table>
| water closet squatting pan  
(Indian type)  
a) Long pattern W.C. pan of size 580 mm. |   |   |   |
| 21. Providing and fixing a pair of white vitreous china foot rests of standard pattern for squatting pan water closet:  
a) 250x125x25mm | 1 Pair | / Each Pair | 112.85 | 112.85 |
| 22. Dry brick on edge flooring in required pattern with bricks of class designation 50 on a bed of 12 mm mud mortar including filling joints with Jamuna sand (with F.P.S. bricks) complete. | 15.00 m² | / m² | 195.78 | 2936.70 |
|   |   |   |   |
|   |   | Total (Rs.) | 2,92,798.60 |
|   |   | Say (Rs.) | 2,92,799.00 |

Rupees Two lakhs ninety two thousand seven hundred ninety nine only.

__________% above / below / on the estimated cost.

(In figure) (in words)

Signature of the Officer,  
Issuing Authority.

Signature of the Tenderer.
<p>| | |</p>
<table>
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<tr>
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<tbody>
<tr>
<td><strong>Name of the work</strong></td>
<td>:-</td>
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<tr>
<td><strong>Place of work</strong></td>
<td>:-</td>
</tr>
<tr>
<td><strong>Tender Notice No./date</strong></td>
<td>:-</td>
</tr>
<tr>
<td><strong>Date and time of issuing of tender documents</strong></td>
<td>:- Issue of tender documents – begins on: closed on:</td>
</tr>
<tr>
<td><strong>Date and time of submission of tender documents</strong></td>
<td>:- upto 3.00 P.M.</td>
</tr>
<tr>
<td><strong>Date of time of opening of tender documents</strong></td>
<td>:- at 3.30 P.M.</td>
</tr>
<tr>
<td><strong>Name of consultant, if any</strong></td>
<td>:- NIL</td>
</tr>
<tr>
<td><strong>Name and address of the company, issuing tender</strong></td>
<td>:- BCCL, Katras Area IV</td>
</tr>
<tr>
<td><strong>Estimated Cost</strong></td>
<td>:-</td>
</tr>
<tr>
<td><strong>Earnest Money</strong></td>
<td>:-</td>
</tr>
<tr>
<td><strong>Cost of tender paper</strong></td>
<td>:-</td>
</tr>
<tr>
<td><strong>Time of completion</strong></td>
<td>:-</td>
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<tr>
<td><strong>Name and address of the Agency, issuing tender</strong></td>
<td>:-</td>
</tr>
</tbody>
</table>

**M/S./Sri**
**Address:**

**Date –**

**Signature of the Tenderer.**

**Signature of the Officer, Issuing Authority**
BHARAT COKING COAL LIMITED  
(A Subsidiary of Coal India Ltd.)  
KATRAS AREA IV

All tenderer should furnish the following informations along with tenders.

1) Name of the tenderer

2) Whether individual, partnership or Limited Company.

3) Postal address of the company proprietor together with their telephone No./Mobile No. etc.

4) In respect of partnership, limited company, the name of other partners/directors, together with their address

5) List of other firm/partnerships doing the business in BCCL where in the above firm/partners/directors are concerned with.

6) Whether proprietors/partners/directors are connected with any employees working in BCCL, if so the details of the employee designation and place of posting.

7) Any contract being carried on in BCCL, by the above firm/proprietor/partnership /limited company in his own name and if so, the details of the contract being executed.

8) Details of the Sales Tax registration No. if any and Income Tax/PAN No.

9) Whether the proprietor/partnership firm/company as a Income-Tax assessee and if so, the year upto which the last assessment has been made (Income-Tax clearance certificate/ Xerox copy of Pan Card No. should be enclosed).

This details will form a part of the tender paper. Failure to fill up these data will mean automatic rejection of the tender.

Signature of the Tenderer
Certificate to be furnished by the tenderer

I/We hereby certify and solemnly enclosed that I/We am/are not related to any employee of BCCL/CIL directed/indirectly. In the event of my/our declaration being found false either at the time of submitting the tender of thereafter the department will reserve the full right to treat my/our tender to cancelled without assigning reasons what-so-ever and without else any further reference to me/us.

Signature of the Tenderer
ANNEXURE-A
GENERAL TERMS AND CONDITION

1. Definitions:
   i) The word 'Company' wherever in the conditions means, the Bharat Coking Coal Limited, represented at BCCL Hqrs. by the Addl. CE (C)-HQ of the BCCL, Headquarters or his authorised representative or any officer specially deputed for the purpose.
   ii) The word contractor/contractors wherever occurs means successful tenderers who has/have deposited the necessary Earnest money and has/have been given written intimation about the acceptance of tender.

2. Responsibilities of the Contractor/Contractors:
   i) The BCCL reserves the right to 1st other contracts 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 works.
   ii) The contractor/contractors keep on the works during the progress a competent Superintendent and necessary, assistant who shall represent the contractor(s) in his/their absence in important directions shall be confided to the contractor(s) in writing. If the contractor/contractors in course of the work finds/find any discrepancy between the drawing forming part of the contract documents and the physical condition of the locality or any errors or omissions in drawings except those prepared by himself/himselfs and not approved by the Engineer-in-charge it shall be his/her duty to immediately in form the Engineer-in-charge in writing and the Engineer-in-charge shall verify the same.
      Any work done after such discovery and without intimation above will done at the risk of the contractor/contractors.
   iii) The contractor/contractors shall employ only competent skilful and orderly men to do the work. The Engineer-in-charge shall have 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 him within three hours of such order.
   iv) Precautions shall be exercised at all times for the protection of persons (including employing employers) and property. The safety required or recommended by all applicable laws codes, standards and regulation will be observed. In case of ments imposed by the Workman's Compensation Act or any other similar laws in force, and shall indemnify the company against any claim on this account.
      All scaffoldings, ladders and such others structures which the workmen are likely to use shall be examined by the Engineer-in-charge or his authorised representative whenever they want and the structure must be strong, durable and of such design as required by them, in case any structure condemned by the Engineer-in-charge or his authorised representatives shall be kept on the work and such work must be pulled down within three hours of such condemnation and any certificates of instruction however shall in no way detract the contractor/contractors from his/their their responsibility as an employer as the company shall in no way be responsible for the claim.
      The contractor/contractors shall at times exercise 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 state of Central Govt. of Municipalities and other authorities in India. The contractor/contractors shall comply with the provision of the safety hand book as approved and amended from time to time by the Govt. of India.

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

vi) Building 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 work under this item shall be covered by the contractor/contractors tendered rates.

vii) The contractor/contractors shall furnish the Engineer-in-Charge or his authorised representative with work reports from time to time regarding the contractor/contractors organisation and the progress made by him/them in the execution of the work as per the contract agreement.

viii) All taxes whether Local Municipal provincial or Central etc. and cess, royalty etc. those are payable or may become payable shall be the contractor/contractors account and shall be deemed to have been included in the tender for the work to be executed by him/them. The contractor/contractors will have to produce a certificate from the appropriate authorities of the state Govt. To the effect that all dues about royalties have been paid. This certificate will have to be produced before the final payment made security released.

1) On account of manufacturer bricks or collection of minor minerals in area (both virgin and non virgin) acquire by the Company under the Coal Act the contractor will have to produce a Royalty clearance certificate from the District Authority before full and final payment.

2) In case the company land is used for manufacture of bricks or extraction of gravel 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 Govt.) at the same rates of royalty fixed by the State Govt. or an appropriate deduction may be made in rate to be paid to the contractor.

ix) The contractor/contractors shall make his/their own arrangement for all materials tools staff and labour required for the contract which shall include cost of lead, lift loading, unloading, railway freight, recruiting expenses and any other charge for the completion of the work to the entire satisfaction of company.

ix) The contractor/contractors shall make their own arrangements for carriage of all materials to the worksite at his/their own cost and supply of all water required for the contacted work and drinking water to his/their workmen.

xi) The work shall not be sable to any other party, unless approved by Engineer-in-Charge in writing.

xii) No fruit tree or valuable plant or trees with trunk diameter exceeding 6 inch. 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's dues at the rate to be decided by the Company. The rates quoted are supposed to include clearance shrubs and jungles, and removal of such trees up to 6 inches dia as well be permitted by the Engineer-in-charge in writing.

xiii) The contractor/contractors shall not pay less than the minimum wages to the labourers engaged by him/it or as per minimum wage Act or other legislations or award or the minimum wages fixed by the respective state govt. as may be in force and in this matter the decision of the company shall be final and binding.

xiv) All accounts shall be maintained in English and the Company shall have the right of access and inspection of all such books of accounts relating to payment of labour considered necessary and the Company may arrange for witnessing the payment to the labourer by its representatives.

xv) The contractor / contractors shall in addition to any indemnity provided by Law indemnify the company against all liabilities whatsoever arising out of the workmen’s Compensation Act, 1923 or any enactment and amendments thereto and shall be wholly responsible for observance of all statutory rules and regulations under any act or award of Govt. to force in matters relating the employment, payment and retrenchment of labour.

No claim shall lie against the company for damage by any act of God or on account of circumstances beyond the company’s control.

In any matter which is not expressly provided for or against the condition of any matter or practice appearing to the interest of the company may call upon the contractor / contractors to remedy, modify or remove such matter or practice and this shall be binding on the contractor / contractors.

3. Statements of Approximated Quantities, Variations, Additions, Alterations, Drawings, Specifications

The quantities noted in Schedule - A are approximate and no claim shall be made against the Company for reduction enhancements of quantities.

Any item the work provided in the scheduled and found not necessary during the progress of the work may be omitted at the option of the Company and no claim shall lie against the company on this account.

The Executive Engineer shall have power to make any alterations in or additions to the original specifications, drawings, designs and instructions that may appear to him to be necessary or available during the progress of the work and the contractor / contractors shall bind themselves to carry out the work in accordance with any instructions which might be given to them in writing signed by the Executive Engineer/Supervising Engineer and such alteration shall not invalidate the contract and any additional work with the contractor / contractors on the same conditions in all respect on which they agreed to do the main work and at the same rate as are specified in the tender for the main work.

The time for the completion of work shall be extended in the proportion that the additional work bears to the original contracted work and the certificates of the Superintending Engineer / Sr. Executive Engineer / Executive Engineer - in - charge shall be conclusive as to such proportion and if the additional work includes any day.
class of work for which no rate is specified in the contract, then rates shall be fixed as follows:

(a) If the item exists in the company's schedule of rates, it will be paid for at the scheduled rates plus or minus the percentage by which the tendered amount exceeds or falls short of the estimated amount.

(b) If the said item does not exist in the company's schedule of rates, then a new rate shall be framed by the Superintending Engineer/Executive Engineer by analysing current market rates of material and labour involved in the estimation of the differences between the contractor's contractors and the Superintending Engineer/Executive Engineer. As to the fixation of the rate, the matter may be referred to the Addl. Chief Engineer (Civil) whose decision shall be final and binding on the contractor/contractors.

PROVIDED ALWAYS THAT:

(a) Contractor/contractors shall not be entitled to any payment for any additional work done unless he/she has received order in writing from the Superintending Engineer/Executive Engineer for such additional work.

(b) The contractor/contractors shall be bound to submit their claim for any such additional work done during any month or before the 15th day of the following month accompanied by the additional work and.

(c) The contractor/contractors shall not be entitled to any payment in respect of such additional work if he/she fails to submit his/her claim within the aforesaid period.

The work shall conform strictly to the drawings and specification. This will not however prejudice the Company's right to alter, increase, modify, reduce, or amend the work or any item thereof in which case the contractor/contractors will have no claim to any payment or compensation whatsoever on account of any profit or advantage which he might have derived from the execution of the work in full but for the reduction in work consequent upon such alteration or amendment.

The work may be stopped at any time by Company having the contractor or his agent on the works. Seven days' notice in writing and the measurement of the works shall be made by the Executive Engineer concerned at any time fixed by him writing subsequent to the expiry of the said notice. The measurements shall be carried out at the said appointed time notwithstanding whether the contractor(s) is are present or not. On payment for work done and approved as ascertained by the said measurements, the contractor(s) shall have no further claims against the company and the contractors shall not be entitled to claim liquidation or composition of the account.

Any claim as to measurement which the contractor(s) has have to make shall be made in writing seven days of measurement taken by the Executive Engineer as aforesaid, and any claim in respect of such measurement made more than seven days after of such measurement shall be deemed to have been waived by the contractor and would not be maintainable.

4. Rate, material and workshop.

The rates quoted shall be for finished work inclusive of all materials of construction.
The company will have full and final authority to reject any material or work done to a 
defect there in and the Contractor/contractor's shall forth with remedy the defects as his their 
own expense and no further work shall be done a connection with particular building or portion of 
the building or work till such time as the defect is removed to the entire satisfaction of the 
Engineer-in-charge.

If at any time a material of construction is declared unsuitable by the Company such materials 
shall be forth with removed from the site and shall not be offered against or inspection or inspection 
or insulation in the construction.

Accurate record of materials, if supplied by the Company should be kept by the contractor / 
contractors and the record shall be open to check by Engineer-in-charge or his authorized 
representative.

The account of materials shall also be maintained in register which shall be signed seen by 
the authorized representative of the Engineer-in-charge and the contractor/contractors. All 
materials, tools and plants brought shall be deemed to be held in lieu by the company and the 
contractor/contractors shall not have the right to remove the same from the site without the 
written permission of the Engineer-in-charge. However, the Company shall not be liable for any 
loss theft or damage due to fire or other causes sustained during this period of time.

The contractor/contractors shall be responsible for correct and complete execution of the 
work in a workman-like manner with the materials as per specification which shall always be 
subject to the approval of the Company at all stages of work.

All work under on or execution or executed in pursuance of the contract shall at 
times be open in inspection and supervision by the Engineer-in-charge or by the Chief Engineer 
or his authorized representative and the contractor/contractors shall allow the same implement 
all instruction that may be given by the Company from time to time.

The contractor/contractors shall given not less than one week's notice to the Company before 
covering up or otherwise placing beyond the reach of measurement any work in order that the 
same be measured and finally inspected, and shall not be cover up or otherwise place beyond 
reach any work within the written consent from the company failing which any such work may 
be uncovered at the contractor/contractors' cost.

Payment

"On account" payment may be made at intervals when the completion of the 
entire work is certified then one half of the total security Deposit will be refund to 
the contractor/contractor. The total amount will be made and the contractor/contractors shall draw final payment of all the money due or payable to them under or by 
virtue of the contract. The other half of the security deposit will be retained and paid to 
the contractor/contractors after period of six month or as soon as after the 
expiration of such period of six months, provided that in case of building work the 
above said amount shall be refunded after a period of six months or at the end of one 
full monsoon whichever is later in of time During the period of six months or one 
full monsoon season mentioned above the contract(s) shall be responsible to set 
right any defect or defects that might appear in the work and in case of building 
work the above amount shall be paid only after the buildings above, proved to be 
completely water tight as uising the full monsoon and all defects have been good in 
case anything is found to have been paid in excess the contractor/contractors shall 
return the same.
No interest is payable on amounts withheld under the terms of the agreement.

The company shall be at liberty to reduce from the security deposit of from any other sums due or to become due under this contract or under any other contract all sums that becomes due to the Company. All bills shall be pre-audited before payment, payments will be made by cheque only.

5. Date of commencement, Rate of Progress, Delay's Penalty and Penalties

The contractor/contractors shall submit a construction schedule showing the order in which he/she proposes to carry out the work in which he/she will state the several salient features (including procurement of materials, plant etc.), the completed dates for completing the same. For the purpose of preparing the schedule, the contractor shall be deemed to have commenced on expiry of (ten) days from the date of issue of the letter of intent or from the date of handing over of the site for the work which ever is later.

The work shall be commenced within 10 days from the issue of the letter of acceptance from the Administration or from the date of handing over of the site: for the work which ever is later and completed in or before the date of completion specified in the agreement.

(a) The time allowed for carrying out the work as entire in the contract agreement shall be strictly observed by the contractor/contractors and the time of completion of the work shall be reckoned from ten days after the issue of the letter of completion of tender or from the date of handing over of the site for the work which ever is later. The work shall throughout the stipulated period of the contract be carried out with all due diligence. The same being deemed to be the entire cost of the pay as compensation an amount up to 1 percent of the amount of estimated cost of the whole work as shown by the tender for the entire work remains uncompleted or unfinished after the first project date. In the event of the contractor/contractors failing to complete the work within the time of progress specified in the agreement, they shall be liable to pay as compensation an amount up to 1 percent of the submitted cost of the work always that the entire amount of compensation to be paid under the provision of this clause shall not exceed the compensation 10 percent of estimated cost of the work as shown in the tender.

(b) In respect of any particular portion of the work that is unsatisfactory the Executive Engineer shall not withhold that the General progress is satisfactory in accordance with clause 6 (a) be invited to take action under the clauses 5 (b) after giving contractor/contractors 10 days notice in writing and the contractor/contractors will have no claim for any loss sustained by them owing to such action.

6. To employ another Agency for executing the job or labour paid for by the company and to supply materials to carry out the work or any part of the work, detailing the contractor/contractors with the cost involved in engaging another agency or the cost of the labour and materials (or the amount of which cost and price certificate of the Executive Engineer shall be final and conclusive against the contractor/contractors) as the case may be and crediting them with the contractor's certificate of the Executive Engineer as to the value of the work done shall be final and conclusive against the contractor/contractors.

7. Termination of contract.

The contract may be rescinded and the security deposit and other dues of his,

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