

BHARAT COKING COAL LIMITED

(A Subsidiary of Coal India Limited)
Office of the General Manager, Katras Area
P.O. Sijua Distt. Dhanbad-828121.

Ref. No. BCCL/GM/IV/Civil/Tender /11-12/**3000**

Dated: 05.09.2011

TENDER NOTICE

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

Sl. No.	Nature of Job & Location Estimated Cost Earnest Money	Cost of Tender Paper	Time of Completion
1.	Repair and maintenance of 9 blocks (108 units) miners quarter (triple storey) at coal dump under Katras Area. ₹ 5,43,027.76	₹ 5,431/-	₹ 250/-
			Four months

Issue of tender documents – begins on : 01.10.2011
closed on : 08.10.2011

(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 receipt/opening of tender

- i) Office of Astt. Commandant, CISF camp, Angarpathara
a) The tenders will be received on 11.10.2011 from 10.00 A.M. to 3.00 P.M. in tender box kept at
ii) CISF Post, near Koyala Bhawan gate, Koyala Nagar, BCCL, Dhanbad in Box marked Katras Area -IV.
iii) Office of CISF in the campus of General Manager, Sijua Area-V.
iv) CISF Post in the office of the General Manager, Govindpur Area-III.
b) The tenders received will be opened on 13.10.2011 at 4:00 P.M. in the office of Chief Manager (Civil)/ACE, Katras Area.

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 completed the following:-
i) Price should be completed the following:- 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 Building construction or Building repair works.
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.

The intending tenderer must submit documentary evidence in support of (1) (i,ii,iii) above in the form of certified copy of work order, completion certificate, payment certificate/vouchers etc. indicating the period of work for which the payment has been made, duly signed by him/them.

contd.....pg/2

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/Dy.F.M./Sr. F. O., Katras Area Office from 01.10.2011 to 08.10.2011 during office hours.
- iv) No tender will be issued or submitted by postal means.
- v) Completed sealed tender documents ((Part-I & II) should be submitted at the same time
- vi) Part-I shall consist of terms and conditions of the tender, additional terms and conditions if any, technical bid and credentials.
- vii) Part-II shall consist of tender documents as sold to the tenderers duly filled in for rates, amounts etc. i.e. price bid. .
- viii) The earnest money deposit is to be submitted in a separate envelope altogether superscribing "Earnest Money Deposit"(Earnest Money to be submitted in form of cash or bank draft of Nationalized bank/ scheduled commercial bank approved by Reserve Bank of India in favour of Bharat Coking Co. Ltd., payable at Dhanbad.)

ix) The bid will be submitted in first/ four separate envelopes. Envelope-I should contain E.M.D.

Envelope-II should contain part-I of tender documents.

Envelope-III should contain part-I of Tender documents.

Envelope-IV should contain Part-II i.e. Price Bid.

Thereafter, all the four/three envelopes should be submitted in one sealed envelope.

x) Part-I of the Tender will be opened on 13.10.2011 at 4:00 P.M. in the presence of intending tenders or their authorized representatives in the office of Area Civil Engineer, Katras Area.

Part-II will be opened only after the acceptance of part-I (Technical Bid) and after

- 3) The Management of BCCL reserves right to reject any or all of the tenders without assigning any reason approval of the competent authority.
 - 4) 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.
 - 5) Issuance of tender documents does not mean that the parties are considered qualified.
 - 6) Late or delayed tender shall not be considered.
 - 7) 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.
 - 8) Performa for collecting payment through ELECTRONIC MODE duly filled in and authenticated by concerned bank official should be submitted along with the tender document in Part-I
 - 9) The validity of the tender will be 120 days from the date of opening of price bid or revised price bid, if any.
 - 10) Conditional tenders will not be considered.
 - 11) Contractors have to abide by the Central Labour Regulation Act.1970 & Allied Labour Laws amended upto date.
 - 12) The tenderers have to submit Income tax clearance certificate/PAN No. of Income tax.
 - 13) The tenderers have to submit the copy of Sales Tax clearance certificate duly attested by a Gazetted Officer of the Govt.(Central or State) & TIN No.
- The complete Bid documents will be available on the website of the company, www.bccl.gov.in for the purpose of downloading and tender submitted on such downloaded bid documents shall be
- 14) The tenderers shall be responsible for any delays/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

- 15) 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 (prepared not before or after the sale period of tender document as mentioned in NIT) as per
- 16) ~~The bidders will be required to submit an undertaking~~ 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.
- 17) 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
- 18) ~~Cost of Tender Documents and the undertaking and the bank draft~~ The cost of 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.
- 19) 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 C.V.O., BCCL, Koyla Bhawan, Dhanbad.
- 2) G.M. (Civil), Civil HQ, Koyla Nagar, Dhanbad.
- 3) General Manager (Administration), Koyla Bhawan, BCCL.
- 4) Manager (System), EDP, BCCL. Katras Area for publication of tender in company website
- 5) The Public Relation Officer, BCCL Koyla Bhawan, Dhanbad – with 5 copies for publication of the same in approved News papers as per norms of the company

Ref No. : BCCL/GM/IV/Civil/Tender/11-12/3000		Dated 05.09.2011	
Tenders for the following work are invited by Civil Engg. Deptt, BCCL Katras Area on behalf of BCCL			
Management : "Repair and maintenance of 9 blocks (108 units) miners quarter (triple storey) at coal dump under Katras Area"			
Estimated Cost	Earnest Money	Cost of Tender paper	Time of Completion
₹ 5,43,027.76	₹ 5,431/-	250/-	Four months
All other details i.e. estimated cost of work, Completion period, Cost of E.M.D. etc. can be seen on Company's Website www.bccl.gov.in .			
Sale period of tender documents : from 01.10.2011 to 08.10.2011			
Date of receipt of tender : on 11.10.2011 from 10.00 A.M. to 3.00 P.M.			

Date of opening of tender: 19.10.2011 at 4:00 P.M.

- 7) Addl.G.M./AFM/APM/A.M.(Planning)/A.M.(Safety), 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, CWO.
- 10) All Project Officers, Collieries of Katras Area.
- 11) Asstt. Commandant, CISF Camp Angarpa thra- with a request to depute Security personnel during the time period of receiving of tender near tender box and sealing the box at the time mentioned in NIT.
- 12) Inspector In-Charge, CISF Post, Koyla Bhawan Gate BCCL Dhanbad -for necessary arrangement at his end.
- 13) Inspector In-Charge, CISF Post, Area Office, G ovindpur Area-III.
- 14) Inspector In-Charge, CISF Post, Area Office, Sijua Area-V.
- 15) The Builders Association of India, Akashkinaree Kanta, P.O. Katrasgarh, Dha nbad.
- 16) Dy.F.M./Sr. FO/Sr.Manager (Civil), Katras Area.
- 17) Cashier, Katras Area.
- 18) Notice Board, Katras Area.
- 19) Tender file.
- 20) LEO(C), Katrasgarh.
- 21) The Secretary, Chhatabad Malkera, Adarsh Sharmik Sahyog Samitee Ltd.
5, Chhatabad at Malkera Road, P.O. Katrasgarh, Dhanbad

Bill of Quantity for Repair and maintenance of 9 blocks (108 units)
miners quarter (triple storey) at coal dump under Katras Area.

Sl. No.	Item	Quantity	Unit	Rate	Amount		
1	White washing with lime to give an even shade: Old work (two or more coats).		sqm	20688.00	4.10	84820.80	
2	Colour washing with lime to give an even shade: Old work (two or more coats).		sqm	9812.00	4.86	47686.32	
3	Painting with synthetic enamel paint of approved brand and manufacture of required colour to give an even shade: One or more coats on old work.		sqm	6255.00	22.85	142926.75	
4	Steel work in 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.		kg	1585.00	46.35	73464.75	
5	Fixing chowkhat in existing opening including embedding chowkhats in floors or walls cutting masonry for holdfasts embedding hold fasts in cement concrete 1:3:6 (1cement : 3coarse sand : 6stone aggregates 20mm nominal size) painting two coats of approved wood preservatives 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 50metres lead : Door chowkhats.		each	10.00	354.45	3544.50	
6	Fixing chowkhat in existing opening including embedding chowkhats in floors or walls cutting masonry for holdfasts embedding hold fasts in cement concrete 1:3:6 (1cement : 3coarse sand : 6stone aggregates 20mm nominal size)		each	10.00	214.20	2142.00	

	painting two coats of approved wood preservatives 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 50metres lead: Window chowkhats.				
7	12mm cement plaster of mix: 1:6 (1cement : 6coarse sand).	sqm	630.00	72.70	45801.00
8	12mm cement plaster finished with a floating coat of neat cement of mix: 1:4 (1cement : 4fine sand).	sqm	285.00	97.90	27901.50
9	25mm thick p.s. flooring (1:2:4).	sqm	324.00	141.11	45719.64
10	Providing and fixing white vitreous china water closet squatting pan (Indian type): Long pan pattern W.C. pan of size 580 mm.	each	5.00	534.60	2673.00
11	Providing and fixing a pair of white vitreous china foot rests of standard pattern for squatting pan water closet: 250x130x30mm.	pair	5.00	111.70	558.50
12	Providing and fixing trap of self cleaning design with sand cast iron screwed down or hinged grating with or without vent arm complete, including cost of cutting and making good the walls and floors: 100 mm inlet and 100 mm outlet Sand cast iron S&S as per IS:3989.	each	5.00	544.30	2721.50
13a)	Providing and fixing on wall face unplasticized rigid PVC rain water pipes conforming to IS:13 592 Type A including jointing with seal ring conforming to IS:5382 leaving 10mm gap for thermal expansion: Single socketed pipes: 75mm diameter.	metre	100.00	95.00	9500.00
b)	Providing and fixing on wall face unplasticized rigid PVC	metre	100.00	163.40	16340.00

	rain water pipes conforming to IS:13 592 Type A including jointing with seal ring conforming to IS:5382 leaving 10mm gap for thermal expansion: Single socketed pipes: 100 mm diameter.	to			
14a)	Providing and fixing on wall face unplasticized PVC – moulded fittings / accessories for unplasticized rigid PVC rain water pipes conforming to IS:13 592 Type A including jointing with seal ring conforming to IS: 5382 leaving 10mm gap for thermal expansion: Bend 87.5 degree: 75mm bend.	each	10.00	88.40	884.00
b)	Providing and fixing on wall face unplasticized PVC – moulded fittings / accessories for unplasticized rigid PVC rain water pipes conforming to IS:13 592 Type A including jointing with seal ring conforming to IS: 5382 leaving 10mm gap for thermal expansion: Bend 87.5 degree: 110mm bend.	each	10.00	134.20	1342.00
15a)	Providing and fixing on wall face unplasticized PVC – moulded fittings / accessories for unplasticized rigid PVC rain water pipes conforming to IS:13 592 Type A including jointing with seal ring conforming to IS: 5382 leaving 10mm gap for thermal expansion: Shoe (Plain): 75mm shoe.	each	10.00	152.25	1522.50
b)	Providing and fixing on wall face unplasticized PVC – moulded fittings / accessories for unplasticized rigid PVC rain water pipes conforming to IS:13 592 Type A including jointing with seal ring	each	10.00	263.10	6331.00

	confirming to IS: 5382 leaving 10mm gap for thermal expansion: Shoe (Plain): 110mm shoe.					
16a)	Providing and fixing G.I. pipes complete with G.I. fittings including trenching and refilling etc. External work: 25 mm nominal bore.	metre	50.00	156.85	7842.50	
b)	Providing and fixing G.I. pipes complete with G.I. fittings including trenching and refilling etc. External work: 15 mm nominal bore.	metre	50.00	94.05	4702.50	
17	Providing and fixing gun metal gate valve with C.I. wheel of approved quality (screwed end): 25 mm nominal bore.	each	16.00	285.50	4568.00	
18	Brick work with FPS bricks class designation 50 in foundation and plinth using cement mortar 1:6 (1cement : 6coarse sand).	of cum	5.00	2007.00	10035.00	
					Total (₹)	5,43,027.76

Rupees Five lakhs forty three thousand twenty seven and paise seventy six only.

_____() % above / below / on the estimated cost.
(In figure) (in words)

Signature of the Officer,
Issuing Authority
Signature of the Tenderer

BHARAT COKING COAL LIMITED
(A Subsidiary of Coal India Ltd.)
Office of the General Manager, Katras Area IV
P.O. Sijua, Dist. Dhanbad (Jharkhand)

TOP SHEET OF TENDER DOCUMENTS

- 1 Name of the work :- Repair and maintenance of 9 blocks (108 units) miners
quarter (triple storey) at coal dump under Katras
Area.
- 2 Place of work :- Salanpur Colliery under Katras Area
- 3 Tender Notice :- BCCL/GM/IV/Civil/Tender/11-12/2719 dt. 05.09.2011
No./date
- 4 Date and time of issuing of tender documents :- Issue of tender documents – begins on : 01.10.2011
closed on :
08.10.2011
- 5 Date and time of submission of tender documents :- 11. 10.2011 upto 3.00 P.M.
- 6 Date of time of opening of tender documents :- 13. 10.2011 at 4:00 P.M.
- 7 Name of consultant, if any :- NIL
- 8 Name and address of the company, issuing tender :- BCCL, Katras Area IV
- 9 Estimated Cost :- 5,43,027.76
- 10 Earnest Money :- 5,431/- M.R. Nodt.....
- 11 Cost of tender paper :- Rs. 250/- M.R. No.....dt.....
- 12 Time of completion :- Four months
- 13 Name and address of
:-
the Agency, issuing
tender

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.
- 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

BHARAT COKING COAL LIMITED
(A Subsidiary of Coal India Ltd.)
KATRAS AREA

Certificate to be furnished by the tenderer

I/We hereby certify and a solemnly
enclosed that I/We am/are not
related to any employee of BCCL/CIL
directed/ indirectly. In the event of my/o
ur
declaratio n being found false eit her at the ti me
of sub mitting the tender of t hereafter
the department will reserve the full right to
treat my/o ur tender to cancelled without
assigning reasons what-so-ever and without else
any further reference to me/us.

PROFORMA FOR COLLECTING PAYMENT THROUGH ELECTRONIC MODE
INCLUDING ELECTRONIC FUND TRANSFER (EFT) & ELECTRONIC CLEARING
SYSTEM (ECS)

(To be submitted in Triplicate)

1	Vendor/ supplier/ contractor/ customer's name & address (with telephone number & Fax number)	
2	a) Bank Name	
	b) Branch Name (Including RTGS Code)	
	Address	
	Telephone No. & Fax No.	
	c) 9 – Digit Code Number of the Bank & Branch (Appearing on the MICR Cheque issued on the bank) or 5 digit code number of SBI	
	d) Account Type (S.B. Account/ Current Account or Cash Credit with code 10/11/13)	
	e) Ledger No./ Ledger Folio No.	
	f) Account Number (Core Banking) & Style of Account (As appearing on the cheque Book)	

1. DATE OF EFFECT:

I hereby declare that the particulars given above are correct & complete. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information, I would not hold the user institution responsible. I have read the option invitation letter and agree to discharge responsibility expected of me as a participant under the scheme. Any bank charges levied by the bank of such e-transfer shall be borne by us.

Signature of customer/ vendor/ supplier / contractor

Certified that the particulars furnished above are
Date:- ()
correct as per our records.

()
Signature of the authorized officials from the Bank

ANNEXURE - A
GENERAL TERMS AND CONDITION

1. Definitions:-

- i) The word company wherever in the conditions means, the Bharat Coking Coal Limited, represented at B.C.C.L. Head Quarter by the CE(C) HQ of the B.C. C. L, Head quarters or
- ii) The authorized representation/Contractors other officer specially deputed for the purpose 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 list other contracts in connection with the project and the Contractor/Contractors shall co-operate in the works for the introduction and stores and
- ii) materials and execution of his/their duties. progress a competent super intendent and necessary, assistant who shall represent the Contractor (s) in his their absence in pertinent directions shall be confirmed 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 areas or commissions in drawings except those prepared by himself/themselves and
- 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 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 such discovery and without intimation above will done at the risk of the Contractor/Contractors. The Contractor/Contractors will have to remove him within three hours. Precautions shall be exercised at all times for the protection of persons (including Contractor/Contractors, and property. The safety required or recommendation by all applicable laws codes, status and regulation will be observed encasements 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 went and the structure must be strong, durable and safe. 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 Centre Govt. of India and Local statutes and orders regulations applicable to their work, his/their responsibility as an employer as the company shall in no way be responsible for the claim 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 Govt. of India.
- v) The Contractor/Contractors shall familiarize themselves with and be governed by all laws, rules of India and Local statutes and orders regulations applicable to their work, his/their

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 regarding the Contractor/Contractors under this item shall be covered by the Co-ordinator and the progress made by him/them in Co-ordinator/Contractors tendered rates, etc. and cess, royalty etc. 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 company under the appropriate authorities of the State Govt.. To produce a royalty clearance certificate from the District Authority before the final payment made security of the contractor to make the payment of royalty released to the State Govt.) at the same rates and labour required for the contract which shall include cost of lead life loading appropriate deduction may be made in unloading, railway freight, recruiting expenses and any other work charge for the completion of the work to the entire satisfaction of company. vii) The Contractor/Contractors shall furnish the Engineer-in-charge or his authorised representative with work reports from time to time. viii) The Contractor/Contractors 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 company under the appropriate authorities of the State Govt.. To produce a royalty clearance certificate from the District Authority before the final payment made security of the contractor to make the payment of royalty released to the State Govt.) at the same rates and labour required for the contract which shall include cost of lead life loading appropriate deduction may be made in unloading, railway freight, recruiting expenses and any other work charge for the completion of the work to the entire satisfaction of company. ix) The Contractor/Contractors shall make their own arrangement for all materials, staff and labour required for the contract which shall include cost of lead life loading appropriate deduction may be made in unloading, railway freight, recruiting expenses and any other work charge for the completion of the work to the entire satisfaction of company. x) The Contractor/Contractors shall make their own arrangement for carriage of all materials work site at his/their own cost and supply of all water required for the work to the entire satisfaction of company. xi) The work shall not be able to any other party, unless approved by Engineer in charge. Contractor/Contractors or any of his/their employees without the prior permission of the company, failing which the cost of such trees or plant shall be deducted from the contractor's / contractor's dues at the rate to be decided by the Co-ordinator. The rates quoted are supposed to include clearance shrubs and Jungles and removal of such trees upto 6 inch dia as well be permitted by the the Engineer in-charge in Writing.

the minimum Wages fixed by the respective state govt. as may be in force and in this

xiv) ~~the decision of the company shall be final and binding.~~
access and inspection of all such books of accounts etc relating to payment of laboures

considered necessary and the Company may arrange for witnessing the payment to the

xv) ~~The contractor / contractors shall in addition to any indemnity provided law labourer by its repetitive.~~
company against all liabilities whatsoever arising out of the work men's Compensation Act.

1923 or any enactment and amendments there 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 God or on account of
pr elates appear judicial to the interest of the company may cull upon the contractor / contractors to
circumstances beyond the company's control
modify or remove such matter or practice and this shall be binding on contractor/ contractors.

If in any matter which is not express/ provided for or against the condition of any
3. ~~Statement of~~ Approximate Question's Variations, Add itions Alterations Drawing Specification.

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 opt. on of the Company and no claim shall lie
against the
company on this accounts.

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
necessar y
or available during the progress of the work and the contractor / contractors shall bound the
carry
out the work in accordance with any instructions which might be give to them in writing signed
by
the Executive Engineer/Superintending Engineer and such alteration shall not invalidate the
contract and any additional work with the contractor/contractors on the same condition
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.

plus or minus the percentage by which the tendered amount as quoted by the
contractor/contractors for the whole work is above or below the estimated amount but;
(b) If the said item does not exist in the company's schedule of rates then a new
rate shall be fixed by the Superintending Engineer / Sr. Executive Engineer / executive Engineer by
analyzing on current market rates of material and labour involved in case of
differences
the additional work includes day class of work for which no rate is specified in the
contract, then the contractor/contractors and the Superintending Engineer / Sr. Executive
Engineer /
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

Executive Engineer as to the fixation of the rate the matter may be referred to the Add. Chief Engineer (Civil) whose decision shall be final and binding on the contractor/ contractors.

PROVIDED ALWAYS THAT:

(a) Contractor/ contractors shall be not be entitled to any payment for any additional work unless he/ they have received order in writing from the Superintending Engineer/ Sr.

Executive Engineer/ Sr. Executive Engineer.

(b) The contractor/ contractors shall submit their claim for such additional work done during any month or before 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/they fail to submit his/ their 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 after increase modify, reduce or amend the work or any item there of 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 curtailment.

The work may be stopped at any time by Company having the contractor or his agent on the works seven day's 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 side 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 claim against the company and the contractors shall not be entitled claim larger compensation of that amount.

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 materials and workshop

The rates quoted shall be for finished work inclusive of all materials of contravention.

(a) The time allowed for carrying out the work as entered 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 acceptance of tender or from the date of handing over the site of the work whichever is later. The work shall throughout the stipulated period of the contract be carried on with all its diligence (time being deemed to be the of the pay as compensation an amount up to 1 per cent of the amount of estimated cost of the whole work as shown by the tender for every that the work remained

(b) To employ another Agency for executing the job or labour paid by the company and supply materials to carry out the work for any part of

the work debiting the contractor/contractors failing to complete with the rate of progress specified in the agreement and they shall be liable to pay as compensation an amount upto 1 per cent of the

7. Termination of contract.

amount cost and price certificate of the estimated cost of the whole work as shown by the tender shall be final and conclusive against the contractor/contractors in the case of

The certificate of cost and price shall be final and conclusive against the contractor/contractors in the case of the value of the work done shall be final and conclusive against the contractor/contractors. and offered in this clause shall not exceed of the compensation to be of estimated cost of the

8. The contract may be rescinded and the security deposit and other dues this work or any work done under the Company may be forfeited and brought and the absolute satisfaction or is not likely to be disposed of the company if in the opinion of the company (i) progress is unsatisfactory the Executive Engineer shall notwithstanding that the General Progress is satisfactory in accordance with clause 6 (a) be entitled to take action under the

clause 6 (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.

9. Adjustment of the dues (C) HQ will be final and binding.

If any sum found due from & payable to company by the contractor/contractors in connection with any other contract/contracts the company shall have right and liberty to adjust the same out of the dues under other contracts.

10. In respect of interpretation of any clause of item specification herein incorporated the

11. Every tenderer will be required to produce particulars of Registration License of the competent authority under the contract Labour (Regulation & Abolition) Act. 1970.
12. The contractor/contractors shall during the currency of the contract employ apprentices for specified period as may be required in writing by the Engineer in charge. The contractor/contractors shall train them as required under the apprentices Act, 1961 and shall be responsible for all the obligations of the employer under the said Act including the liability payment to apprentices as required under the S/C