

TENDER DOCUMENT

PART - I

CMPDIL RI-1 ASANSOL

Name of work:-	Annual rate contract for cutting/trimming of branches of trees, cleaning of jungle, cutting of grass including uprooting rank vegetation, bush, fire-woods & saplings, and clearing and disposing the same outside CMPDI, RI-I Campus.
Last Date and time of submission :-	Up to 15.00 Hours on 16.07.2015
Date and time of opening (Part-1):-	At 15.30 Hours on 16.07.2015
Place of Submission:-	Civil Engineering Department

Document issued to:-

Name of Party	
Address	
Phone No	

Signature of Issuing Authority
Dy.G.M.(Civil)

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(A.Kumar)
Dy.G.M.(Civil)

		सेंट्रल माइन प्लानिंग एण्ड डिजाइन इन्स्टीच्यूट लिमिटेड रिजनल इन्स्टीच्यूट-१ जी.टि.रोड (वेस्ट) आसनसोल-७१३३०४ CENTRAL MINE PLANNING & DESIGN INSTITUTE LIMITED Regional Institute – 1, G. t. Road (w), Asansol – 713304 Gram: MINEPLAN; Phone: RD 225-3504 (O), 225-4133 (R), EPABX : (0341) 225 2086/2916/2001/2654, Fax –(0341) 225 0935 Email: cmpdi1@sancharnet.in, cmpdi_asl@dataone.in	 ISO 9001:2000 Cert No.CI/8656
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संख्या :CMPDI/RI-1/Civil/2015-16/567

दिनांक 06.07.2015

TENDER NOTICE

Sealed Item Rate Tenders are invited from the registered and eligible experienced contractors enlisted/ approved at the appropriate category of Govt. Dept. or Public Sector Undertaking for the following work at R I – I, CMPDI, ASansol

Sl. No	Name of work	Estimated amount (Russ.)	Earnest Money Rs)	Applicati on Fee (Rs.)	Completion Period
1	Annual rate contract for cutting/trimming of branches of trees, cleaning of jungle, cutting of grass including uprooting rank vegetation, bush, fire-woods & saplings, and clearing and disposing the same outside CMPDI, RI-I Campus.	2,73,000	2730.00	250.00	12 consecutive Months, that is, 1 year

Last Date and time of submission of Tender: **16.07. 2015 up to 15.00 Hours**

Date and time of opening of Tender (Part – I): **At 15.30 Hours on 16.07.2015**

Issue of tender document:-

Tender paper will be available from this office, only after verification of original credentials on any working day (excluding Sunday & Holidays) during Office working hours from **06.07.15 to 15.07.15** on payment of requisite Application Fee(s) for each set, between 11.00 to 15.00 hrs. only, either in cash at the cash counter of CMPDI, RI-I or in form of Bank Draft drawn in favor of **“CMPDI Ltd, Regional Institute, Asansol”**. The intending bidder must submit the documentary evidence in support of their eligibility for taking up the work, along with their offer, failing which the tender will be rejected.

The Tender Document may be seen and down loaded from the web site <http://www.cmpdi.co.in> and / or www.tenders.gov.in

The company shall not be responsible for any delay / difficulties / inaccessibility of the downloading facility for any reason whatsoever. The downloading facility shall be available during the period of sale of tender paper.

The bidders, who will download the tender documents from the website of the company, will be **required to pay “Application Fee” by Bank Draft for like amount** at the time of submission of tenders, separately.

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 document is found to be done at the time of opening of tender.

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

Eligibility criteria for taking up the work:-

1.The intending bidder must have in his/her/their name as prime contractor(s) experience of having successfully completed similar work during last 7(seven) years ending **30.06.2015**(i.e. eligibility period) following credentials(at least):

Three similar completed works each costing not less than 40% of the estimated amount i.e. Rs 1.092 lakhs.

Or

Two similar completed works each costing not less than 50% of the estimated amount i.e. Rs 1.365 lakhs.

Or

One similar completed work costing not less than 80% of the estimated amount i.e. Rs 2.184 lakhs

2. Average annual financial turnover of civil works during the last 3 (three) years, ending 31st March, 2015 (i.e. during 2012-13, 2013-14 and 2014-15) should be at least 30% of the estimated amount i.e. Rs 0.82 lakhs.

In addition to this the intending bidder must submit the following: -

1.Copy of PAN [Permanent (I. Tax) Account Number]

2.Copy of registration with appropriate Sales tax Authorities (In relation with ‘Work Contract Tax’) / VAT number.

3. Valid Trade license, as may be applicable.

4.” **“Service Tax”**, if applicable shall be extra. The contractor(s) shall have to furnish Service Tax Registration Number. This is a ‘MUST’.

(Service tax if applicable shall be extra. Prima facie it is contractor’s responsibility to deposit “Service Tax” on the applicable Value of services and can be claimed /reimbursed on submission of an affidavit on non-judicial stamp paper duty, attested by notary with regard to Payment of service tax that “ Payment of service tax of the preceding month has been made by me vide challan no. Dated”)

Copies of all the certificates to be submitted along with the tender shall be duly authenticated by the bidder, **which will also be verified at the time of issue of tender document, if taken from this office.**

Submission of Tender:-

Sealed Tender should be submitted in the prescribed form on or before 15.00 hours of **16.07.2015**, in tender box in Civil Engineering Department, CMPDI, RI-1, Asansol. Any bid received after the time will not be accepted.

Full Name and address of the bidder shall be written on the bottom left corner of the sealed cover. The tender document shall become the property of the Company and shall not be returned to the bidder.

The Tender should be submitted in two parts in two Envelope system with the first envelope containing credentials (duly authenticated by the bidder) in support of his qualification in accordance with Eligibility criteria along with the Earnest Money Receipt/ DD (in a separate envelope, then put inside first envelope) i. e, Part I of the tender document. The second envelope shall contain duly filled in BOQ/Price Bid (Part – II). Super scribe envelopes as EMD cover, Part-I and Part II (Price bid). Then, both the PART– I and PART– II shall be put inside a third **overall envelope** and sealed & secured and submitted.

Attention: For the parties who will be down loading the T. Document from web site:

The Bank Draft towards the Application Fee(s) and the **Undertaking** of the bidder **shall be submitted in a separate envelop marked “Application fee and the Undertaking”** and not with Part-I/EMD, so that this envelope can be opened first (before PART-I).

Validity of the offer shall be four months from opening of Price Bid/ Revised Price Bid (if any).

The Earnest Money may be deposited in cash at the cash counter of CMPDI, RI-I or in form of Bank Draft drawn in favor of **“CMPDI Ltd, Regional Institute, Asansol”** from SBI or any Nationalized Bank.

The date and time of opening of Price bid or Part II of the tender shall be communicated in due course of time after consideration of (first Envelope) Part I.

No tender shall be considered unless accompanied by the said Earnest Money.

The Earnest Money will be retained in case of successful bidder and refunded to the unsuccessful bidder(s) in due course and it will not carry any interest. The EMD of the successful bidder will be dealt with as provided elsewhere in the tender document.

The bidder should quote in terms of overall percentage (%) (at par or below or above etc.) w.r.t. the B.O.Q/given schedule rates. The same shall be written both in figures and in words. In the event of any discrepancy the description in word will prevail. The rate for the work should be inclusive of all incidentals, overheads, taxes, octroi, duties, leads, lifts, carriage, etc. as required for supply, execution and completion of work. It shall be deemed that the bidder(s) has/have visited the site/ area and got fully acquainted with the working and other prevalent conditions thereof and fluctuations thereto whether he/she/they actually visited the site /area or not, and have taken all the

above factors into account while quoting rates. The work shall have to be done in living quarters with minimum disturbance to domestic activities.

The tenders shall be considered (L₁, L₂ etc.) on the basis of quoted overall percentage /amount thereof only.

The condition of Abnormally High Rate (AHR) and Abnormally Low Rate (ALR) of +/- 20% (in comparison to the updated Estimated Rate / Amount) as laid down in the Manual for Civil Engineering Works (MCEW) of Coal India Limited shall be applicable.

The bidder shall closely study all specifications in details, which governs the rates for which he/she/they is/are tendering.

All the parties are requested to be present on the scheduled date and time of opening. However their absence will not stop opening.

The tender committee reserves the right to accept / reject any tender fully or partly or split up the work without assigning any reason whatsoever and its decision will be final as well as binding.

(A.Kumar)

Dy.G.M.(Civil)

Copy to:

1. Regional Director, RI-I.
2. The Chairman, Tender Committee , RI-I.(Sir.D.Ghosh, Chief Manager(Geo.)
3. General Manager (Civil), CMPDI, Gondwana House,
Kanke Road, Ranchi – 834 031, - To please arrange to display the notice.
4. General Manager (Civil), ECL, Sanctoria. -do-
5. HOD. (Finance), RI-I.
6. Executive Engineer (PWD), Bijay Pal Sarani, Asansol- 713 304. -do-
7. HOD (Civil) RI - II, III, IV, V, VI & VII. -do-
8. Officer-in-Charge, P & A Dept., RI-I.
9. All The Drilling Camps, RI – I, [Through H.O.D.(Exploration)
(3 copies, one copy for each camp)]. -Do-
10. Cash Section, RI-I.
11. Notice Board, RI-I.

(A.Kumar)

Dy.G.M.(Civil)

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UNDERTAKING BY TENDERER(S)

I,, proprietor/ partner/ accredited representative of M/s
....., solemnly declare that:

1. We are submitting tender for the work “ **Annual rate contract for cutting/trimming of branches of trees, cleaning of jungle, cutting of grass including uprooting rank vegetation, bush, fire-woods & saplings, and clearing and disposing the same outside CMPDI, RI-I Campus.**” against tender notice no. CMPDI/RI-1/Civil/2015-16/567, Dated 06.07.2015. I/We- partners of the firm am/ are not related to any employee of CIL and it's subsidiaries.
3. All information furnished by me/us in respect of fulfillment of eligibility criteria & qualification information of this tender is complete, true & correct.
4. All documents/ credentials submitted through this tender are genuine, authentic, true & valid.
5. I/ we have not been banned/ de-listed by any Govt./ PSU organization.
6. If any information & document submitted is found to be false/ incorrect anytime, department may cancel my tender & action as deemed fit may be taken against me/ us, including termination of the contract, forfeiture of all dues including EMD & banning/ de-listing of my/our firm.

.....
Signature of Tenderer

.....
Name of Tenderer (IN BLOCK CAPITAL)

Position in the Company/Firm (proprietor/partner/legal representative etc):
...

Date:

Place:
Official Seal (Stamp):

		सेंट्रल माइन प्लानिंग एण्ड डिजाइन इन्स्टीच्यूट लिमिटेड रिजनल इन्स्टीच्यूट-१ जी.टि.रोड (वेस्ट) आसनसोल-७१३३०४ CENTRAL MINE PLANNING & DESIGN INSTITUTE LIMITED Regional Institute – 1, G. t. Road (w), Asansol – 713304 Gram: MINEPLAN; Phone: RD 225-3504 (O), 225-4133 (R), EPABX : (0341) 225 2086/2916/2001/2654, Fax –(0341) 225 0935 Email: cmpdi1@sancharnet.in, cmpdi_asl@dataone.in	 ISO 9001:2000 Cert No.CI/8656
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UNDERTAKING BY TENDERER(S)*

(*ONLY FOR THOSE WHO HAS (HAVE) DOWNLOADED THROUGH WEBSITE)

I/We,, proprietor/ partner/Legal Attorney/accredited representative of M/s, solemnly declare that:

1. I/we accept the Tender Document as (I/we have) downloaded the same from the website <http://www.cmpdi.co.in/www.tenders.gov.in> unconditionally.

And

2. I/we understand and fully accept that the Tender Document thus obtained by me/us will be rejected if found incomplete and/or if any tampering and/or discrepancy is found therein in comparison to the Master Copy or Office Copy of the said Tender Document.
3. I/we further assure and accept that I/we shall accept the Office Copy version of the Tender Document and shall not raise any objection in any form or shall not make any hindrance to the tendering process in case of such rejection.

.....
Signature of Tenderer

.....
Name of Tenderer (IN BLOCK CAPITAL)

Position in the Company/Firm: (proprietor/partner/legal representative etc):

Date:

Place:

Official Seal (Stamp):

General Terms & Conditions

1. Definition

(i) The word “Employer” or “Company” wherever occurs in the condition, means the Regional Institute –1, Central Mine Planning & Design Institute, Asansol, A Subsidiary of Coal India Limited represented by the Chairman-cum-Managing Director, headquarters of the CMPDIL, Gondwana Place, Kanke Road, Ranchi – 834 008 or his authorized representative or any other officer specially deputed for this purpose.

(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. Read I (i) above.

(iii) The word “ Contractor/Contractors” wherever occurs means the successful tenderer/ tenderers who has/have been given written intimation about the acceptance of the 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 individuals, firm or Company, as the case may be.

(iv) “Site” means the land and place including any building and erection thereon over, under, on or through which the permanent work or temporary work assigned by the Engineer are to be executed and any other land place provided by the Employer for the 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 price 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 the persons empowered in this behalf by the company.

(vii) “Engineer-in-charge” (E-i-C) shall mean the officer nominated by the company in the Civil Engineering Cadre /Discipline who is competent to direct supervisors and authorized 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 the 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 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 and 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 amount.

(ix) A “Day” means a day of 24 hours from midnight to midnight.

x) The “Work” shall mean the work 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 work or any work of emergent, which in the opinion of the Engineer-in –charge become necessary during the progress of the work to obviate any risk or accident or failure or become necessary for security.

(xi) “Schedule of rate” (SOR) referred in this condition shall mean the standard schedule of rate prescribed by the company and the amendments issued from time to time. **“Schedule of rate” (SOR) referred in this condition /Tender paper / contract/ work order shall primarily mean the “Rate contract schedule” for Annual maintenance works at RI-1**

(xii) “Contract amount/Award Value” shall mean:

- (a) In the case of turnkey contracts the total sum for which the tender/ quotation is accepted by the company.
- (b) (b) In the case of other type of contract the total sum arrived at based on the 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.

(xiii) “Written notice” shall mean a notice or communication in written and shall be deemed to have been dully served if delivered in persons to the individuals 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.

(xiv) “The constructional plant” means all appliances, tools, plant or machinery or whatsoever nature required in or about execution, completion or maintenance of the works but does not include materials or other things intended to form a part of 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 conditioned in that letter.

(xvi) “Department” means the Civil Engineering Department of Regional Institute –1, Central Mine Planning & Design Institute, Asansol, a subsidiary of Coal India Limited.

(xvii) “Act of insolvency” 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 document shall constitute the contract document:

- (i) Notice Inviting Tender/Quotation
- (ii) Letter of acceptance/Work Order
- (iii) General Terms &Conditions
- (iv) Specifications/Schedule of Quantities (Bill of Quantities)/Schedule of Work/ Scope of work. /Revised Offer if any
- (v) Safety Code (Additional Safety Measures to be taken by the Contractor)

3. Discrepancies in Deemed Contract Document & Adjustments thereof ;

The document forming part of the contract are to be treated as mutually explanatory of one another and in case of discrepancy between schedule of quantities, the specifications and /or drawing, the following order of preferences shall be observed.

- a. Discrepancy in bill of Quantities of work.
- b. Particular specification and special conditions if any.
- c. Drawing.
- d. General specification.

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

3.2 Any error in discrepancy, quantity or rate in the 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 detecting in the tender/ tenders submitted resulting form:

- (a) Discrepancy between description in word and figures, the rate, which corresponds to the word quoted by the contractor, shall be taken as correct.
- (b) 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.
- (c) Discrepancy in totaling or carry forward.

The tendered sum so corrected and altered shall be substituted for the sum originally tendered and considered for acceptance instead of the originally 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 The Security Deposit shall consist of two parts: (i) Performance Security and (ii) Retention Money. The Earnest Money already deposited shall automatically be converted to Security Deposit (S/D) and shall be called **Initial Security Deposit (ISD)**. The "Performance Security" shall be 5% of the 'Bill' / 'Work' value. The 2nd part of Security Deposit called "**Retention Money**" shall also be 5% of the 'Bill' / 'Work' value. Therefore, the total amount of "Security Deposit", that is (i) "Performance Security" and (ii) "Retention Money" shall be 5% + 5% = 10% of the 'Work' / 'Bill' value.

4.2 Therefore, in addition to ISD, Security Deposit (S/D) equal to 10% (ten percent) of the value of work under each Work Order (W/O) shall be deducted from each bill.

5% (five percent) of S/D that is half of this deduction under the head "Performance Security" will be released after completion of 14th day from proper completion of the last work under this Annual Rate Contract (ARC) or any extension thereof as the case may be. The balance 5% (five percent) of the S/D and the Initial Security Deposit (ISD) will only be released after Defect Liability Period is over, following General Terms and Conditions of Tender.

The whole amount of Security Deposit (S/D) including ISD shall not carry any interest.

4.3 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 a 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.

4.4 The Company shall be at liberty to deduct / appropriate from the security deposit such sums as are due and payable by the contractor to the company as may be determined in terms of the contract, and the amount appropriated from the security deposit shall have to be restored by further deduction from the contractors 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.

4.5 On completion at the entire work and certified as such by the Engineer-in-charge and on passing of the final bill by the Department, the Security Deposit that is "**Retention Money**" shall be refunded to the contractor on the expiry of one year from the date of completion as certified by the Engineer-in-charge subject to the following conditions:

- a) Any defect / defects in the work, it detected after issue of completion certificate is / are rectified to the satisfaction of the Engineer-in-charge within the said period of one year.

5. Deviations / Variations in Quantities and Pricing:

The quantities given in the "Schedule of Quantities" are based on the 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 (E I-C) or his representative shall without radically changing the original scope and nature of work, under Work Order 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 item of work included in the contract agreement of 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, rate 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. 5

(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 © 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 labor 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.

(e) *In case of variation in quantity of abnormally high value and abnormally low value items beyond 25% of the agreement schedule of quantity, a new rate shall be arrived at for such excess quantity over 25% of the agreement schedule of quantity by analysis of rates based on prevalent market rates of materials and labor following N.B.O./C.P.W.D. norms.*

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. CGM (C) /GM (C) /CE (C) of the company or Staff Officer (C) in this case, for the work awarded to 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:

(a) 75% of the rate recommended by the Engineer-in-Charge to the accepting authority of the company i.e. CGM © / GM © / CE © of the company or SO © of the Area in this case, if the rate is directly 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. CGM © / GM © / CE © of the company or SO © of the Area in this case, if it is analyzed item rates based on prevalent market rates of materials and labor following N.B.O. / C.P.W.D. 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 be by the Engineer-in-Charge.

5.8 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 make No claim from the contractor shall be entertained/ accepted on those grounds.

5.9 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 of the rate/rates to be paid there for shall be resolved separately with the company as per the procedure. Norms laid down hereafter.

6. Time of completion of contract, Extension thereof, Defaults and Penalties.

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 technique 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 the tender/ work order or handing over the site of work or handing over the reasonable number of working drawings to the contractor or the period of mobilization allowed in the work order for starting the work in special circumstances, whichever is latest.

6.1 If the contractor without reasonable clause or valid reason, commits defaults in commencing the execution of the work within the aforesaid time limit, the company shall without prejudice to any other right or remedy, by a 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 compensation (Liquidated Damages) @ half percent ($\frac{1}{2}$ %) of the contract price per week of delay. The aggregate of such compensation / compensations shall not exceed ten percent (10%) of the total value as shown in the Work Order / Contract.

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

Provided always that the total amount of compensation for delay to be paid under this condition shall not exceed 10% 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 validity extended 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, hereunder, 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 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 drawing in time which are to be made available by the company as per contract document during progress of work.
- (e) Delay on the part of 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 plants to be made available or be made available by company
- (g) The execution or modification or additional items of work or excess quantity of work.
- (h) Any other cause, 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 observation in the Hindrance Register. In case the contractor has different opinion for hindrance and dispute arises then the matter would be referred to Engineer-In-Charge and the next higher authority whose decision would be final & binding to 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 will be communicated to the contractor in writing by the company through Engineer-In-Charge within 1 month of the date of receipt of such request.

6.4.3 The opinion of Engineer-In-Charge whether the ground shown for the extension of time is or is not reasonable is final. If the Engineer-In-Charge is of the opinion that the ground 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 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 of extension of time within 15 (fifteen) days of happening of such event 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/work order.

6.4.5 When the period 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 the 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 action before and subsequent to the date of completion. Such extension of time will 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 endeavors constantly as may be reasonably required to him to the satisfaction of Engineer-In-Charge

7. Material supply and other facilities

The company does not undertake any responsibility for supply of any material.

All materials, tools, and plants brought to the site by the contractor 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 any other cause during this period of lien, the responsibility for which shall lie entirely with the contractor.

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.

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.

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. The contractor shall provide energy meter for this purpose.

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 contractor's bills.

8. Quality Assurance – Materials and Workmanship

The contractor shall carry out and complete the work in every respect in accordance with the contract and shall ensure that the work conforms strictly to be drawings, 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 should be reasonably inferable there from, along with clarifications / explanations thereof, if necessary.

8.1 For Quality Assurances 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 correct and complete execution of the work in workmen 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 & 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 requirements 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 con-forming 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 tests 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 specification, 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 any part of the contractor the Engineer-in-Charge shall be at liberty to procure the proper material 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.

8.6 The Engineer-in-Charge shall be entitled to have test carried out for any material, according to the standard practice followed for such test, other than r 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 this purpose.

The cost of any other test, if so required by the Engineer-in-Charge shall be born by the contractor only. If the test shows the workmanship or the material not to be in accordance with the provision of the contract or the instruction of the Engineer-in-Charge but other wise by the company.

8.7 Access to the work: The Engineer-in-Charge and any person authorized by the company shall at all time have access to the work and to all workshop and place where the work is being prepared and from where material, manufactured articles are being obtained for the work and the contractor shall effort every facility for and every assistance in or obtaining the right of such excess.

8.8 Inspection of work: 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 by the

company for the purpose and the contractor shall afford full opportunity for the Engineer-in-Charge or the Engineer-in-Charge'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 Engineer-in-Charge's representative when ever any such work or foundation is ready or about to ready for such examination and the Engineer-in-Charge's representative shall without unreasonable delay, unless he considers it unnecessary and advise the contractor accordingly, attend for the purpose of examining and measuring such work or foundations.

The contractor shall uncover any part or part of the work or making opening in or through the same as 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/ parts have been covered up put out of view after compliance with the requirement of sub-clause above and are found to be excluded in accordance with the contract, the expenses of uncovering, making opening in or through and making good the same shall be borne by the Employer, but in any other case all cost shall be born 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 with the contract/work order/approved sample.

(b) The substitution with proper and suitable materials.

(c) The removal and proper re-execution, not with standing any previous test thereof or interim payment therefore, of any work which in respect of materials or 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 be entitled to employ and pay other agency to carry out the 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 contractor.

8.10 Devaluation 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 any 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 is satisfied with the quality of any materials, or the 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 any completed structure forming part of the work of the contract, as soon as practicable after notification by the contractor that the work is completed and ready for acceptance. If the work is not acceptable to the Engineer-in-Charge at the time of such inspection, he shall inform the contractor in writing as to the particular defects to 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 specifications, 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 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 contract/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 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 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 the 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 so directed and the contractor shall erect and maintain at his own cost temporary weatherproof sheds at the work site for the purpose. Stored materials shall be so located as to facilitate prompt inspection. All stored materials shall be 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 material.

No rejected material, the defect of which has 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 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 the replace defective material and recover the cost of removal and replacement from the contractor.

Further all such defective material 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 material in any manner without any further written notice to the contractor.

9. Measurement and Payments:

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 instructions 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 so 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 measurements 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 the existing items 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 recording 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 measure all works to be covered up and to examine the foundations before covering up.

The contractor shall also give notice to Engineer-in-Charge whenever such works or foundations are ready for examination and the Engineer-in-Charge shall without unreasonable delay arrange to inspect and to record the measurements, 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 purposes only and without prejudice so that in case it is subsequently decided by the department to admit the 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 payment 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 measurement recorded as described hereinbefore and processed for payments.

9.7.02 Payment of on account bill shall be made on the Engineer-In-Charge's certifying the sum to which the contractor is 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 accounts bills only up to 10% of the quantity provided in the agreement subject to overall value of work not exceeding 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 up to 20% 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 items 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 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 certified by the Engineer In Charge or his representative.

9.7.03 The measurements shall be entered in the M.B. for the work done up to 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 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 General Terms & 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, notwithstanding 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 overpayments 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 demand, 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 in value, as in his opinion is reasonable and is approved by the accepting authority of the company i.e. CGM (C)/ GM(C)/ CE(C) of the company in this case or any other officer nominated by CGM(C)/ GM(C)/CE(C) for the purpose.

9.7.07 Payment Stage: The payment stage involved will be as under,

i) Signature of EA (c) /Sr. Overseer (c) / Overseer (c)/ Chief Draftsman/ Chief Surveyor/ in MB's both in pages recording measurements, abstract of bill & the duly filled in bill form.

ii) Signature of Engineer (c)/ EE/ Sr. Manager (C) with appropriate check measurements in the MB's and the bill form.

iii) Signature of Sr. EE (c)/ SE(c)/ Sr. Manager (C) with appropriate check measurements in MB's and the bill form.

iv) Signature of Engineer –in-Charge as per definition as at clause I (vii) of the General Terms and Conditions, as a token of acceptance for payment of the bill. The EIC may sign in the abstract of the bill in the MB & the bill form. In between stage iii) and iv) account checking may be made by the concerned Accounts Officer/Accountant.

9.8 Income tax deduction @ 2% (two percent) 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.

9.9 Sales tax 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.

9.10 "Service Tax"

9.10.1. Service tax if applicable shall be extra. Prima facie it is contractor's responsibility to deposit "Service Tax" on the applicable Value of services and can be claimed /reimbursed on submission of an affidavit on non-judicial stamp paper duty, attested by notary with regard to Payment of service tax that " Payment of service tax of the preceding month has been made by me vide challan no. Dated"

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

10. Termination, Cancellation, Suspension 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:

a) Makes default in proceeding with the works with due diligence and continues to do so even after a notice in writing from the Engineer In Charge, then on the expiry of the period as specified in the notice.

Or

b) 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

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

Or

d) 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 favor in relation to the obtaining or execution of this or any other contract for his company.

Or

e) 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

f) Transfers, sublets, assigns 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 a partnership firm any of its partners is declared insolvent under the provisions of Insolvency Act for the time being 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 contractor's 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 case 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 be 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 of 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 claims regarding above measurements and any claim made thereafter shall not be entertained.

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 in this respect by the Engineer-In-Charge & if such suspension exceeds 45 (forty five) days, the contractor will be compensated on mutually agreed terms.

10.4 The work shall, throughout the stipulated period of 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 10 (ten) 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, by the contractor on preliminary works at site e.g. temporary access roads, temporary construction for labor and staff quarters, office accommodation, storage of materials, water storage tanks and water supply for the work including supply to labor/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 out 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 take 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 any 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 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 the 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 to be rectified, if any, and the items, if any, for which payment shall be made at reduced rate indicating reasons therefore and with necessary instructions to the contractor to clear the site/place of work or all debris/waste materials, scaffoldings, sheds, surplus materials etc. making it clean.

11.1 In case 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. Additional Responsibilities of the Contractor (s)

The cost on account of the "Additional Responsibilities of the Contractors" under this clause is deemed to be included 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 works.

ii) Important instructions 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, skilful 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 him within 3 (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, or 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 laws, the contractor(s) shall observe codes, statutes and regulations. 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(s) 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 representatives 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 Labor (Regulation & Abolition) Act, 1970 and the Contract Labor (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) All 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.

However, in the event of any changes in the Sales Tax on Works Contract as required by the Statutory Authority during the contract period necessary adjustments will be made in contractual payments. For this purpose, the base date shall be the date on which the price bids/revised price bids have been opened.

Amount payable/repayable for any subsequent change in the Sales Tax on Works Contract will be made to/from the contractors after departmental verification of such changes of tax law issued by the statutory authority.

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 contractors.

x) The contractor/contractors shall make his/their own arrangement for all materials, tools, staff and laborer required for the contract, which shall include cost of lead, lift, loading, unloading,

railway freight, recruiting expenses and any other charges for the completion of the work to entire satisfaction of the company.

xi) The contractor/contractors shall make their own arrangement for carriage of all materials to the work site at his/their own cost.

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

xiii) a) 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 up to 150mm dia., as will be permitted by the Engineer-In-Charge in writing.

b) Anything of historical or other interest or of significant value unexpectedly discovered on the site is the property of the employer. The Contractor is to notify the Nodal Officer or his nominee of such discoveries and carry out the Nodal Officer or his nominee's instructions for dealing with him.

xiv) The contractor/contractors shall not pay less than the minimum wages to the laborers 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 laborer considered necessary and the company may arrange for witnessing the payment to the laborer 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 directions 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. Acts regulating P.F. 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 in consequence of the construction or maintenance 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 up to 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) INSURANCE:-

(a) 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 deemed contract by timely payment of premiums and it/they shall not be cancelled without the approval of the company and a provision 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 is applicable for risky jobs like out side work for building having height more than one story.)

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 labor 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 Labor (Regulation & Abolition) Act 1970, the Contract Labor (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 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 1 (one) year (defect liability period) from the date of issue of completion certificate.**

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 company on getting request can extend the defect liability period 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.

14. Operating and Maintenance Manual:

If “as built” drawings and/or operating and Maintenance Manual are required the contractor shall supply them by the dates as per instruction of the Engineer-in-Charge.

If the contractor does not supply the drawings and/or Manual by the dates as stated above, or they do not receive the Nodal Officer or his nominee’s approval, the Nodal Officer or his nominee shall withhold the amount as stated in the agreement.

15. Abnormally High Rate (AHR) and Abnormally Low Rate (ALR) Items:

15.1. For identification of AHR and ALR items the ceiling of +/- 20% respectively, when compared with the updated estimated rate, shall be applicable.

15.2. For identified Abnormally Low Rate (ALR) items (For overall percentage rate tenders, for ALR, this shall be applicable for the entire 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 quoted by the Contractor multiplied by the quantity of the same item. The total amount to be deposited will be the sum total of all the identified ALR items calculated as per the method outlined above.

15.3 The amount so retained will be refunded on successful completion of the individual items of work, and shall not carry any interest.

16. Settlement of Disputes

16.1 Engineer-in-Charge of the work will make every effort to avoid litigation and disputes with the contractor during the course of execution. However, if such disputes takes place between the contractor and the department, it should be mutually settled by a committee comprising of Staff Officer © / Dy.GM ©, Area Finance Manager and a representative nominated by CGM ©/G.M © of the Area/Project. The contractor should make request in writing to the Engineer-in-Charge for settlement of such disputes/claims within 30 days of arising of the cause of dispute/claim and if in the opinion of EIC the dispute cannot be settled at his level, he will refer the matter to the above committee for settlement within 30 days of receiving intimation from the contractor.

16.2 In case the still persist and the Committee referred above and the Contractor are unable to arrive at a settlement, the matter shall be referred to the Head of ‘Civil Engineering Department’/Projects/Director of the Company whoever is the accepting authority for the contract within 30 days from the failure to arrive at a settlement by the committee as mentioned above or within 60 days from the determination of the contract. The Head of ‘Civil Engineering Department’/Project/Director of the company shall take all effective steps to settle the disputes so raised by negotiation between the parties and if necessary through a committee of the officials as may be considered fit or proper, within 90 days from the date of reference of the dispute.

16.3 If differences still persist, the settlement of the dispute with Govt. agencies shall be dealt with as per the guidelines issued by the MOF, Govt. of India in this regard. In case of parties other than Govt. agencies, the redressal of the dispute may be sought in the court of law.

(A.Kumar
Dy.G.M.(Civil)

SPECIAL TERMS AND CONDITIONS OF CONTRACT

1. Contractor(s) has (have) to cover all of his/her (their) workers who have been engaged by him/her (them) for a period of 30 (thirty) days or more, under Coal Mines Provident Fund (CMPF) / Employees Provident Fund (EPF) Scheme positively, - by taking initiative from his/her (their) end.

Such CMPF / EPF accounts shall be regularly maintained according to engagement of worker(s) concerned.

2. Contractor(s) has (have) to pay wages to his/her (their) worker(s) strictly through Bank Cheque(s) only.
3. The contractor/contractors will employ laborers as per prevailing reservation system of SC, ST & OBC to the rule applicable to the area of the work site.

(A.Kumar)
Dy.G.M.(Civil)

Accepted.

Signature of the Contractor:

Name of the Contractor / signatory (IN BLOCK CAPITAL):

Date:

Place:

Official Seal (Stamp):

Place:

Signature:

Name & address of contractor:

SCOPE OF WORK

“Annual rate contract for cleaning of jungle, cutting of grass including uprooting rank vegetation, bush, fire-woods & saplings, and clearing and disposing the same outside CMPDI, RI-I Campus & cutting/trimming of branches of trees in CMPDI, RI-I Campus etc.”. “Scope of Work” for this ‘Rate-Contract’ stipulates the following in brief: -

1. For the work of cutting/trimming of branches of trees, cutting of grass, uprooting rank vegetation, cleaning of jungle etc. in RI – I Campus, CMPDIL, Asansol - following the B O Q as well as site instructions provided by the ‘Department. This includes Cutting of branches of trees (unwanted) by trimming, cutting of grass, uprooting rank vegetation & cleaning of jungle as per instruction of Engineer-in- charge and (i) removing small branches outside RI-I Campus and (ii) keeping/ stacking thick and or heavy branches or branches having larger girth at place inside RI-I Campus, as directed and removing of grass, unwanted vegetation etc. outside the RI-1 campus or as directed by the engineer in charge..

2. The contractors shall have to arrange/supply skilled cutting 'Mistry' and helpers with all necessary instruments and equipment's as per direction of Engineer-in-Charge required for the branch cutting work.

3. This is essentially a “Rate Contract” and the works are to be done as per the instructions issued from time to time. **Monthly or ‘work-wise’ bills or final bill**, as the case may be, are to be raised according to the works done as per work order/confirmatory work order under instructions following the items involved therein and the units & rates thereof with respect to the said Description of items and corresponding rates (Schedule of Items or Bill of Quantities).

This being a ‘Rate Contract’ only, item rate is applicable. Quantity will be as per requirement/ instruction of Engineer-in-Charge or his authorized representative formally awarded through different Work Orders (W/O) or Confirmatory W/Orders, as the case may be, under this Annual Maintenance Rate Contract.

4. The required tools and tackles including labour, etc. shall be provided by the contractor(s).

5. Materials once brought inside the RI-I campus cannot be taken out/taken back without specific permission.

6. The responsibility of keeping the materials brought in and / or used by the contractor(s) safely without obstructing anything and without causing any difficulty to any person, activity or movements, etc. shall lie fully on the contractor(s).

7. During measurement/assessment of works done, contractor(s) or his/their authorized representative shall be present. However if he/they fail to be present the measurement/ assessment made by the department (Civil Engineering Department, RI-I) unilaterally shall be final and binding on the contractor(s).

8. The contractor/contractors himself /herself/ themselves or his /her/their authorized representative shall attend the Department / RI-I daily whenever required as works may be communicated (and explained as may be required) to him /her/ them. He /she/they shall also inform their telephone No., etc. so that he / they may be contacted on holidays for emergency nature of works if there happens to be any or otherwise for any immediate work which may not be foreseen.

SAFETY CODE

Additional Safety Measures to be taken by the Contractor

1. All necessary personal safety equipment which is needed in such works (such as safety belt, helmet, rope& pulley etc) should be used by persons who will be engaged in cutting of branches/trimming trees.
2. Access ladder shall be used in addition to safety belts helmet etc in required cases.
3. Proper insurance should be made for the person/persons engaged in such work. It is the liability of the contractor to get those persons suitably insured.
4. "First Aid materials" shall be kept ready at site during each and every cutting/trimming operation, for any eventual requirements.
5. Scaffolds ladders and other safety devices mentioned or described herein should be maintained in safe condition and no scaffolds, ladders or equipment shall be altered or removed while it is in use. Adequate washing facilities should be provided at or near places of work.
6. To ensure effective enforcement of the rules, regulations relating to safety precautions, the arrangements made by the Contractor/Contractors shall be open to the inspection by the labour officers, Engineer-in-Charge of the department or their representative.
7. Notwithstanding the above clauses 1. to 6 there is nothing in these to exempt the Contractor/Contractors from the operations of any other act or rules in force in the Republic of India.

(A.Kumar)
Dy.G.M.(Civil)

Accepted
Signature of Tenderer.....
Name of Tenderer (IN BLOCK CAPITAL).....

TENDER DOCUMENT

PART - II

CMPDIL RI-1 ASANSOL

Name of work:-	Annual rate contract for cutting/trimming of branches of trees, cleaning of jungle, cutting of grass including uprooting rank vegetation, bush, fire-woods & saplings, and clearing and disposing the same outside CMPDI, RI-I Campus.
Last Date and time of submission :-	Up to 15.00 Hours on 16.07.2015
Date and time of opening (Part-II):-	Will be intimated after qualifying in Part-I
Place of Submission:-	Civil Engineering Department

Document issued to:-

Name of Party	
Address	
Phone No	

Signature of Issuing Authority
Dy.G.M.(Civil)

Bill of Quantities

Sl. No.	Items	Unit	Updated Rate in ₹ (2015-16)
1	Cutting of branches of trees(unwanted) by trimming as per instruction of Engineer-in- charge and (i)removing small branches outside RI-I Campus and (ii) keeping/ stacking thick and or heavy branches or branches having larger girth at place inside RI-I Campus, as directed.		
(i)	Of small tree:Upto approximately 2.00m hight(excluding bannana,lemon etc. or similar trees like flower/ fruit plant)	each	7.20
(ii)	Of small to medium size tree: Approximately above 2.00m and up to approximately 4.00m height.	each	10.80
(iii)	Of medium size tree: Approximately above 4.00m and up to approximately 6.00m hight.Perimeter or girth of the branches to be cut, approximately:		
a	Up to 0.20 m (Approx.)	each	14.40
b	Above 0.20 m and up to 0.30 m (Approx.)	each	21.60
c	Above 0.30 m and up to 0.45 m (Approx.)	each	28.80
d	Above 0.45 m and up to 0.60 m (Approx.)	each	43.21
e	Above 0.60 m (Approx.)	each	57.61
(iv)	Of medium to big size tree: Approximately above 6.00m and up to approximately 8.00m hight.Perimeter or girth of the branches to be cut, approximately:		
a	Up to 0.25 m (Approx.)	each	21.60
b	Above 0.25 m and up to 0.40 m (Approx.)	each	28.80
c	Above 0.40 m and up to 0.60 m (Approx.)	each	50.41
d	Above 0.60 m and up to 0.90 m (Approx.)	each	86.41
e	Above 0.90 m (Approx.)	each	129.62

Sl. No.	Items	Unit	Updated Rate in ₹ (2015-16)
(v)	Of big size trees Approximately above 8.00m and up to approximately 12.00m height. Perimeter or girth of the branches to be cut, approximately:(which may need cutting and lowering piece by piece):		
a	Up to 0.30 m (Approx.)	each	36.00
b	Above 0.30 m and up to 0.45 m (Approx.)	each	57.61
c	Above 0.45 m and up to 0.60 m (Approx.)	each	86.41
d	Above 0.60 m and up to 0.90 m (Approx.)	each	129.62
e	Above 0.90 m and up to 1.20 m (Approx.)	each	158.42
f	Above 1.20 m (Approx.)	each	180.02
(vi)	Of very big size trees Approximately above 12.00m height. Perimeter or girth of the branches to be cut, approximately:(which may need cutting and lowering piece by piece):		
a	Up to 0.45 m (Approx.)	each	57.61
b	Above 0.45 m and up to 0.60 m (Approx.)	each	100.81
c	Above 0.60 m and up to 0.90 m (Approx.)	each	129.62
d	Above 0.90 m and up to 1.20 m (Approx.)	each	216.03
e	Above 1.20 m and up to 1.50 m (Approx.)	each	259.24
f	Above 1.50 m (Approx.)	each	288.04
(vii)	Of specially very big trees like very big Banyan tree, Papal, Ashwaththa tree, Tamarind tree, etc. Having several large perimeter or thick or very long & strong branches (which may need cutting and lowering piece by piece): Girth of the branches to be cut, approx.:		
a	Up to 0.60 m (Approx.)	each	216.03
b	Above 0.60 m and up to 0.75 m (Approx.)	each	288.04
c	Above 0.75 m and up to 0.90 m (appr.)	each	432.06

Sl. No.	Items	Unit	Updated Rate in ₹ (2015-16)
d	Above 0.90 m and up to 1.20 m (Approx.)	each	504.07
e	Above 1.20 m and up to 1.50 m (Approx.)	each	648.09
f	Above 1.50 m (Approx.)	each	720.10
2.	Cleaning of jungle, including uprooting rank vegetation, bush, fire-wood & saplings and deposing off the same outside CMPDI, RI-1 Campus, maintaining rules & regulations of Asansol Municipal Corporation and other local Bodies/Statuary Authorities.	Sq. m	4.06
3.	Cutting/cleaning of grass and disposing off the same outside CMPDI, RI-1 Campus, maintaining rules & regulations of Asansol Municipal Corporation and other local Bodies/ Statuary Authorities.	Sq. m	2.21

(A.Kumar)
Dy.G.M.(Civil)
Accepted:

Signature of Tenderer.....,

Date.

Name of Tenderer (Signatory)

Place:

Official Seal (Stamp):

		सेंट्रल माइन प्लानिंग एण्ड डिजाइन इन्स्टीच्यूट लिमिटेड रिजनल इन्स्टीच्यूट-१ जी.टि.रोड (वेस्ट) आसनसोल-७१३३०४ CENTRAL MINE PLANNING & DESIGN INSTITUTE LIMITED Regional Institute – 1, G. t. Road (w), Asansol – 713304 Gram: MINEPLAN; Phone: RD 225-3504 (O), 225-4133 (R), EPABX : (0341) 225 2086/2916/2001/2654, Fax –(0341) 225 0935 Email: cmpdi1@sancharnet.in, cmpdi_asl@dataone.in	 ISO 9001:2000 Cert No.CI/8656
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TENDER FORM

(TENDER BY THE BIDDER / AGENCY.)

We have gone through the Tender document, terms & conditions for the work “**Annual rate contract for cutting/trimming of branches of trees, cleaning of jungle, cutting of grass including uprooting rank vegetation, bush, fire-woods & saplings, and clearing and disposing the same outside CMPDI, RI-I Campus**”. We have visited the site also. We agree to all the terms and conditions. Accordingly our quoted rates for Sl. No. 1 is as follows:

Sl no.	Ref of schedules	Respective Quoted Rates. (%below/ above/ at-par etc.) (Both in fig. and words).
1.		

& for Sl. No. 2 is Rs.
... only and for SL. No. 3 is Rs.....)

Date:.....

Place:.....

.....
Signature of Proprietor/
Authorized Person

.....
(NAME OF THE SIGNATORY IN BLOCK CAPITAL)

Address:-

(OFFICIAL SEAL)

Telephone No: (If any):

Mobile phone No :

**Note: i) For authorized person enclose letter of authorization in original on non
Judicial stamp paper of at least Rs 10.00 (ten). This is mandatory. For
Partner enclose authenticated copy of "Partnership Deed".
ii)*Strike off, which is not applicable.**