

**CENTRAL MINE PLANNING & DESIGN INSTITUTE LIMITED**  
(*A Subsidiary of Coal India Ltd.*)  
**REGIONAL INSTITUTE-IV,**  
**KASTURBA NAGAR, JARIPATKA**  
**NAGPUR – 440014**

**TENDER DOCUMENT (PART-I)**

**FOR**

**Construction of Library room at Zillha Parishad Higher  
Primary School , Sonegaon Tah. Chimur ,  
Dist- Chandrapur (Under CSR Work)  
(NIT No. 13 of 2015-16)**

**CENTRAL MINE PLANNING & DESIGN INSTITUTE LTD**  
**REGIONAL INSTITUTE-IV**  
**KASTURBA NAGAR, JARIPATKA**  
**NAGPUR - 440014**

Name of Work : Construction of Library room at Zillha Parishad Higher Primary School , Sonegaon Tah. Chimur , Dist- Chandrapur (Under CSR Work)

Place of Work : Sonegaon Tah. Chimur , Dist- Chandrapur

Tender Notice No. & Date : 13 of 2015-2016, dt. 16.09.2015  
RIN/CE-269(N)/ 2015/4177-91 dated 16.09.2015

Date and time of Submission of Tender : 01.10.2015 upto 3.00 P.M.

Date and time of Opening of Tender : 01.10.2015 upto 3.30 P.M.

Date of issue of Tender Document :

Issued to :

N.B. This is to certify that this Tender document **(PART-I)** contains total 61(Sixty one) pages.

**SIGNATURE OF ISSUING AUTHORITY**

## I N D E X

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# **SECTION - A**



**NOTICE INVITING TENDER**  
**TENDER NOTICE No . 13 of 2015-2016**

Sealed tenders on percentage rate basis for CPWD (DSR) 2012 (Part-A) and item rate basis for unscheduled items (Part-B) are invited in two parts system, on behalf of the Regional Director, CMPDI Ltd, RI-IV, Nagpur, for taking up the following work:

S. No	Name of work	Estimated cost (Rs.)	EMD (Rs.)	Application fee for tender document	Period of completion
1.	Construction of Library room at Zillha Parishad Higher Primary School , Sonegaon Tah. Chimur , Dist- Chandrapur (Under CSR Work)	3,87,270.00	3,875.00	NIL	120 days

**1. ISSUE OF TENDER DOCUMENTS :**

Tender documents will be issued individually on requisition in writing from the intending tenderers or their accredited representatives. Tender documents can be obtained from the office of the Dy.GM(Civil)/HOD(C), RI-IV, CMPDI, Nagpur, on payment of the prescribed application fee during working hours on any working day as per the dates mentioned below :

(i) Begins on : 19.09.2015  
(ii) Closes on : 30.09.2015

There is no application fee .

**Alternatively**

The complete tender document is also available on our web site [www.cmpdi.co.in](http://www.cmpdi.co.in) The tender notice is being also displayed on Govt's website [www.tenders.gov.in](http://www.tenders.gov.in) and CPP portal. However, the full document is available on our website [www.cmpdi.co.in](http://www.cmpdi.co.in) and can be downloaded during the period of sale of tenders.

The company shall not be responsible for any delay/difficulties/inaccessibility of the downloading facility for any reason whatsoever.

## **2. SUBMISSION OF TENDERS**

- (i) Date and Time for submission of tender : 1.10.2015 upto 3.00 PM
- (ii) Location/Place for submission of tenders : In the office of the Dy.GM(Civil)/HOD(C), RI-IV, CMPDIL, Nagpur

The tender will contain the following :-

**The Earnest Money Deposit is to be submitted in a separate Envelope altogether; superscribing “Earnest Money Deposit”, and not inside the envelope containing Part-I .**

Part-1 : In separate envelope, Part-I of the tender document as issued to the tenderer alongwith E.M.D., authenticated papers of credentials as per the eligibility criteria in the N.I.T., technical specifications, if any. **All the credentials/certificates related to technical qualifications should be duly attested.**

Part-2 : In separate envelope, Part-II of the tender document (Price bid) as issued to the tenderer, **with all the pages signed by the tenderer. Rates should be quoted in figures and words both. Over writing and cutting in rates should be avoided. Cutting or over writing if unavoidable should be duly signed by the bidder.**

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 tender.

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

The Part-I & Part-II should also be put into separate sealed envelopes superscribed as such. Thereafter all the two envelopes should be submitted in a sealed envelope with appropriate superscription.

Each page of the tender document should be signed by the tenderer. This will not contain any alternative items or suggestions, comments or conditions. Late tenders/incomplete tenders/telegraph tenders, tenders received through Post/courier services or tenders received after due date and time of tender submission shall not be accepted. Undertaking given in the page No. 13 of Tender document Part - I should be duly signed with seal.

Tenders not submitted in the manner as stated above shall be rejected outrightly.

### **3. OPENING OF TENDERS**

- i) Place : In the office of the Dy.GM(Civil/HOD(Civil) ), RI-IV, CMPDIL, Jaripatka, Nagpur-440 014, in presence of the attending tenderers or their authorized representatives.
- ii) Part-I : On 1.10.2015 at 3.30 PM.
- iii) Part-II : To be opened subsequently only of eligible contractors fulfilling the eligibility criteria as per this NIT (Clause No.4) and who submit the tenders in the manner prescribed in clause-2. The date and time of opening will be intimated to the eligible tenderers before opening of Part-II.

### **4. THE ELIGIBILITY CRITERIA FOR THE WORK IS AS FOLLOWS :**

To qualify for opening of price bid, the tenderer must submit the following documents along with his tender :-

- a) Proof of having in his own name as a prime contractor, experience of having successfully executed **similar works** in any year during last seven years ending 31.08.2015 of values as indicated below :-

**(Similar nature of works means Civil Works).**

- (i) three similar works each of value not less than 40% of estimated Amount, i.e, Rs 1,54,908/-  
Or
- (ii) two similar works each of value not less than 50% of estimated Amount, i.e Rs. 1,93,635/-  
Or
- (iii) a single. similar work of value not less than 80% of estimated Amount, i.e, Rs 3,09,816/-

- b) Average annual financial turnover during last three years ending 31<sup>st</sup> March' 2015 should be at least 30% of estimated Amount, i.e, Rs. 1,16,181/-

The intending tenderer must submit documentary evidence/proof in support of 4(a) & (b) above in the form of completion certificate, payment certificate/vouchers indicating the period of work for which the payment has been made.

- c) Tenderers should quote their rates excluding the impact of Service Tax showing the Service Tax elements separately, which will be reimbursed against documentary evidence of payment of such Service Tax to Government Exchequer. Separate challan should be submitted for the services rendered to CMPDI.

For this purpose, the tenderer will have to raise the Service Tax bills for such input services on the tenderer's letter head on a fortnightly basis. Such bills should necessarily contain the tenderer's Service Tax registration number with detailrange/division/commissionarate duly supported by documentary evidence for claiming reimbursement of such Service Tax.

- d) Particulars of registration with appropriate Service Tax authorities. (In case of non-availability of service tax registration, self certified photo copy of the Acknowledgement/Receipt of the application for the registration made to the service tax authorities before date of submission of tender may be accepted).
- e) Particulars of registration with appropriate Sale Tax/VAT authorities. (In case of non-availability of Sale tax/Vat registration, self certified photo copy of the Acknowledgement/Receipt of the application for the registration made to the sale tax/Vat authorities before date of submission of tender may be accepted).
- f) Photocopy of PAN card.
- g) Details of proof as individual/proprietary firm with affidavit, partnership firm with registered partnership deed /company with registration with memorandum & articles of association/Joint venture. Power of Attorney in case the tender is signed by an authorised representative of the tenderer.
- h) The bidders hould submit attested copy of EPF registration certificate issued from the Competent Authority. (In case of non-availability of EPF registration, self certified photo copy of the Acknowledgement/Receipt of the application for the registration made to the EPF authorities before date of submission of tender may be accepted).

**Incomplete submission of supporting documents with the tender including wrong declarations & certificates will summarily lead to rejection of tender.**

## **5. EARNEST MONEY DEPOSIT (EMD)**

Earnest money can be deposited in cash with HOD(Finance) CMPDI Ltd., RI-IV, Nagpur, or by a valid demand Draft drawn in favour of CMPDIL, Regional Institute-IV, Nagpur, on any Scheduled Bank payable at Nagpur. No tender shall be considered unless accompanied by the requisite earnest money.

6. Mere issuance of tender documents will not make the tenderers eligible for the work. The tenderer should satisfy himself that he qualifies for the work as per eligibility criteria given in this tender notice. CMPDIL reserves its right to reject any or all tenders without assigning any reason whatsoever.

Sd/-  
DY.GM(C)/HOD(CIVIL)

Copy to :

- 1. GM(C), CMPDI, HQ, Ranchi.
- 2. HOD(Civil), CMPDIL, RI-I, II, III, V, VI, VII
- 3. GM(Civil), WCL, HQ, Coal Estate, Nagpur
- 4. G.M.(GS), WCL, Coal estate, Nagpur.
- 5. Staff Officer (Civil), WCL Nagpur, Jaripatka, Nagpur
- 6. HOD(Finance), RI-IV, CMPDI, Nagpur.
- 7. HOD (Geo. & Drilling), RI-IV, CMPDI, Nagpur.
- 8. O.I.C. CMPDI Camp, Murpar, Anandwan and Durgapur.
- 9. Sr.Manager to RD for RDs, kind information .
- 10. Cash Section, RI-IV, Nagpur
- 11. Web Site of CMPDI Ltd and www.tenders.gov.in and CPP portal
- 12. All Notice Boards in RI-IV, Nagpur.



With a request to  
Display in  
Notice boards

## **DETAILED TENDER NOTICE**

1. Sealed tenders in prescribed forms and parts with the name of works superscribed as "Construction of Library room at Zillha Parishad Higher Primary School , Sonegaon Tah. Chimur , Dist- Chandrapur (Under CSR Work)" (Tender Notice No.13 of 2015-2016 dated 16.09.2015 on each of the envelopes are invited from bonafide and experienced contractors and will be received at the office Dy.GM(Civil), CMPDI Ltd., CMPDI Complex, Jaripatka, Nagpur, upto 3.00 PM on 01.10.2015. All tenders will be opened at 3.30 PM on 01.10.2015 in the presence of the attending tenderers or their authorised representatives who wish to be present. In case where the tender is in two parts, only Part-I, will be opened on the above day and time.

**2(a)** Tenders should be submitted in the prescribed form in time. These forms together with the proposed contract document including specifications and tender drawings (if available) may be obtained from the above office during normal working hours

**2(b)** Any Bids received after the deadline prescribed at Clause-1 above due to any reasons whatsoever will not be accepted.

In the event of the specified date for the submission of bids being declared a holiday by the employer, the bids will be received upto the appointed time on the next working day.

**2(c)** Tenders thus submitted shall consist of the following :

- i) Complete set of tender documents as sold, duly filled in and signed on all pages and at different places as required of the tender documents including Part I & Part II of the tenders as per the tender notice as applicable.
- ii) Particulars of registration with appropriate sales tax authorities in relation with Works Contract Tax.
- iii) PAN (Permanent Income Tax Account Number)
- iv) Earnest money deposit ( as specified hereafter )
- v) Power of Attorney in the case the tender is signed by an authorised representative of the tenderer.
- vi) Full name and address of the tenderer shall be written on the bottom left hand corner of the sealed cover.

**2(d)** The tender document in which the tender is submitted by the tenderer shall become the property of the Company and the Company shall have no obligation to return the same to the tenderer.

**2(e)** The tender shall be submitted in Two Envelope System with the first envelope containing Part-I of Tender Document as issued to the bidder, alongwith credentials (duly authenticated by the bidder) in support of his qualifications in accordance with the eligibility criteria, alongwith the EMD in separate envelope and the second envelope containing the duly filled in Part-II of Tender Document, superscribing Envelope-I, II and EMD on the cover.

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

3. Earnest Money/Bid Security @ 1% of the estimated cost (rounded off to nearest hundred rupees) subject to maximum of Rs.50 lakhs, is to be deposited, in the form of irrevocable Bank Guarantee (from Scheduled Bank/Branch acceptable to the owner) with validity 28 days beyond the validity of the Bid in the prescribed format given in the Bid document, in a separate envelope alongwith the tender. Certified cheques and demand drafts will also be acceptable as earnest Money/Bid security drawn in favour of CMPDI Ltd. on any scheduled Bank payable at its branch at Nagpur. For works valued upto Rs.5 lakhs the earnest money may be deposited in cash. Cash receipt is to be submitted in a separate envelope alongwith the tender. Earnest Money/Bid security of the unsuccessful bidder shall be refunded as promptly as possible after opening of Price Bid and finalisation of the tender and shall bear no interest.

4. No tender shall be considered unless accompanied by the said earnest money.

5. The earnest money will be retained in the case of successful tenderer and refunded to the unsuccessful tenderer in due course and will not carry any interest. The earnest money deposited by the successful tenderer will be dealt with as provided elsewhere in the tender documents.

**6(a)** Site Investigation Report : The contractor in preparing the bid, shall rely on the site investigation report referred to in the contract data, supplemented by any information available to the bidder.

**6(b).** Every tenderer is expected, before quoting his rates, to go through the requirements of materials/workmanship under specification/requirements and conditions of contract and to inspect the site area of the proposed work.

In case of item rate tender a schedule of quantities is enclosed with the tender document. He should quote specific rate for each item in the schedule and the rates shall be in rupees and paise. The rates shall be written both in words and figures and the unit in the words and the amount against each item totalled. In the event of any discrepancy between the description in words and figures, the description in words will prevail. The rates for the work should be inclusive of all incidentals, overheads, all taxes, Octroi's, duties, leads, lifts, carriage, tools & plant etc. as required for execution and completion of the work. It shall be deemed that the tenderer has visited the site/area and got fully acquainted with the working conditions and other prevalent conditions and fluctuations thereto whether they actually visited the site/area or not and have taken all the above factors into account while quoting his rates.

**7(a)** Corrections where unavoidable, shall be made by crossing out and rewriting duly authenticated with full signature and date by the tenderer. Erasing or over-writing in the tender documents may disqualify the tender.

**7(b)** The tender shall be submitted either in English or in Hindi.

**7(c)** Cost of Bidding : The bidder shall bear all costs associated with the preparation and submission of his bid and the employer will in no case be responsible and liable for those cost.

**8.** The tenderer shall closely study all specification in detail, which govern the rates for which he is tendering.

**9.** Sales-tax clearance certificate for the last financial year or the last assessment whichever is later or proof of filing the returns for the previous financial year should accompany the tender.

**10.** The work should be completed within 120 (One hundred twenty) days from expiry of ten(10) days from the issue of letter of acceptance of tender/work order or handing over the site or handing over reasonable number of working drawings to the contractor or the period of mobilisation allowed in the work order for starting the work in special circumstances, whichever is latest.

**11.** On completion of the work all rubbish, debris, brick bats etc. shall be removed by the contractor(s) at his/their own expense and the site cleaned and handed over to the company and he/they shall intimate officially of having completed the work as per contract.

**12.** The Company does not bind itself to accept the lowest tender and reserves the right to reject any or all the tenders without assigning any reasons whatsoever and to split up the work between two or more tenderers or accept the tender in part and not in entirety.

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

**14.** The tenderer(s) should also state what technical/ supervisory personnel he/they would be employing for supervising the work.

**14(a).** Full information should be given by the tenderer in respect of following

i) If an individual : Full name.  
Postal Address.  
Place of Business.

ii) If proprietary firm : Name of the Proprietor.  
Full postal address of  
Firm/Proprietors.

iii) If a partnership firm : Full name of partners.  
Full postal addresses of the registered office  
of firm & the partners.  
Registered partnership Deed.

iv) In case of Company : Date and place of registration.  
Memorandum & Articles of Association .  
Name all the Directors.  
Full postal address of the registered office &  
all the Directors.

v) Joint Venture : Two or three companies/contractors participating in the tender as Joint Venture should submit Firm-wise participation details, Banker's name, execution of work with details of contribution of each and all other relevant details

Notes : Joint Ventures must comply the following requirements :

- i) Following are the minimum qualification requirements for joint ventures :
  - a) The lead partner shall meet not less than 40% of all the qualifying criteria stated in the bid document
  - b) The other partners shall meet not less than 30% of all the qualifying criteria stated in the bid document.
- ii) The formation of joint venture or change in the joint venture character/partners after submission of the bid and any change in the bidding regarding joint venture will not be permitted.
- iii) Any bid shall be signed so as to legally bind all partners jointly and severally and any bid shall be submitted with a copy of the Joint Venture Agreement (JV Agreement) providing the joint and several liabilities with respect to the contract
- iv) The pre-qualification of a joint venture does not necessarily pre-qualify any of its partners individually or as a partner in any other joint venture or association. In case of dissolution of a joint venture, each one of the constituent firms may pre-qualify if they meet all the pre-qualification requirements, subject to written approval of the employer.
- v) The bid submission must include documentary evidence to the relationship between joint venture partners in the form of JV Agreement to legally bind all partners jointly and severally for the proposed agreement which should set out the principles for the constitution, operation, responsibilities regarding work and financial arrangements, participation (percentage share in the total) and liabilities (joint and several) in respect of each and all of the firms in the joint venture. Such JV Agreement must evidence the commitment of the parties to bid for the facilities applied for (if pre-qualified) and to execute the contract for the facilities if their bid is successful.
- vi) One of the partners responsible for performing a key component of the contract shall be designated as Lead Partner. This authorization shall be evidenced by submitting with the bid a Power of Attorney signed by legally authorized signatories of all the partners.

vii) The JV Agreement must provide that the Lead Partner shall be authorized to incur liabilities and receive instructions for and on behalf of any and all partners of the Joint Venture and the entire execution of the contract shall be done with active participation of the Lead Partner.

viii) The contract agreement should be signed jointly by each Joint Venture Partners

ix) An entity can be a partner in only one Joint Venture. Bid submitted by Joint Ventures including the same entity as partner will be rejected.

**14(b) Change in constitution of the Contracting Agency :**

Prior approval in writing of the company shall be obtained before any change is made in the constitution of the contracting agency, otherwise it will be treated as a breach of contract.

**15.** Canvassing in connection with the tenders in any shape or form is strictly prohibited and tenders submitted by such tenderers who resort to canvassing shall be liable for rejection.

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

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

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

**19(a)** The validity period of the tenders shall be 150(One hundred fifty) days from the last date of submission of bid.

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

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

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

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

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

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

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

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

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# **SECTION - B**

**CENTRAL MINE PLANNING & DESIGN INSTITUTE LTD**  
**REGIONAL INSTITUTE-IV**  
**KASTURBA NAGAR, JARIPATKA-440014**

**TENDER FOR WORK**

I/We hereby tender for execution for the CMPDI, Nagpur of the work specified in the under written memorandum at rates specified therein within a period of 120 (One hundred twenty) days from the 10th day of written acceptance of the tender in accordance in all respects with the specifications, designs, drawings, and other documents attached to this and subject to the annexed conditions of contract and with such materials as are provided for by, and in all other respects in accordance such conditions so far as applicable. The rates quoted by me/us shall be valid for 150 (One hundred fifty) days from the last date of submission of bid.

***MEMORANDUM***

1. Name of Work \* : Construction of Library room at Zillha Parishad Higher Primary School , Sonegaon Tah. Chimur , Dist- Chandrapur (Under CSR Work)

\* **NOTE :**

If several sub works are  
Included they should be  
Detailed in separate list

2. Estimated cost	:	Rs. 3,87,270.00
3. Earnest Money	:	Rs. 3,875.00
4. Initial Security Deposit (including earnest money to be deposited before the commencement of the work)	:	5% of Awarded Value
5. Percentage of retention amount to be deducted from bills	:	5% of the awarded value

Signed :

Name :  
(Block letters)

Name of the Firm/Co.

Place :

**CENTRAL MINE PLANNING & DESIGN INSTITUTE LTD**  
(A Subsidiary of Coal India Limited)  
REGIONAL INSTITUTE-IV  
**KASTURBA NAGAR, JARIPATKA**  
**NAGPUR-440014**

**INSTRUCTIONS TO THE BIDDERS**

1. Rate shall be written in words & figures (both).
2. Amount shall be given in figures only.
3. As far as possible no over writing & cutting shall be made.
4. Cutting or over writing, if any, shall be duly signed by the bidder.
5. All pages of the quotation/tender shall be duly signed.
6. Conditional quotation/tender is liable to rejection at the discretion of CMPDIL.
7. The validity period of the quotation/tender shall be for 150 (One hundred fifty) days from the last date of submission of bid..
8. Quotationers/tenderers are requested to visit the site of work to acquaint themselves about the location of work site, type of existing structure where work is to be carried out, etc. before quoting the rates/submission of quotation/tender.

Signature of Contractor

Name & Address

Date :

**CENTRAL MINE PLANNING & DESIGN INSTITUTE LTD**  
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**NAGPUR-440014**

**DECLARATION BY THE BIDDER**

This is to certify that I/we/have/haven't been banned or delisted by any Gvt. Or Quasi Govt. Agencies or PSUS and I/we accept all the terms and conditions mentioned in the tender/quotation document.

SIGNATURE OF THE BIDDER  
(With Seal)

Date :

N.N. Strike out whichever is not applicable

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**UNDERTAKING BY THE BIDDER**

**(FOR THOSE WHO HAVE DOWNLOADED THIS TENDER DOCUMENT FROM CMPDI WEBSITE)**

This is to certify that I/we have downloaded this tender document from CMPDI website and is being submitted without tampering at any page. Further, we understand that in the event of any such tampering being detected at any stage or at any time, CMPDI has the right to reject/terminate this offer/work forfeit the EMD//Security submitted by us and our firm can be black listed.

SIGNATURE OF THE BIDDER  
(With Seal)

Date :

N.N. Strike out whichever is not applicable

# **SECTION - C**

## GENERAL TERMS AND CONDITIONS

### 1. Definitions

- i) **"Employer"** or "Company" means the Coal India Limited or any of its subsidiaries who will employ the contractor represented by the appropriate authority.
- ii) **"Principal Employer"** means the Coal India Limited or any of its subsidiaries or the officer nominated by the Company to function on its behalf.
- iii) The word **"Contractor/ Contractors"** wherever occurs means the successful tenderer/ tenderers who has/have deposited the necessary Earnest money and has/have been given written intimation about the acceptance of tender and shall include legal representative of such individual or persons composing a firm or a company or the successors and permitted assignees of such individual, firm or Company, as the case may be.
- iv) **"Site"** means the land and places including any building and erection thereon, over, under, in or through which the Permanent works or Temporary works designed by the Engineer in Charge are to be executed and any other lands and places provided by the Employer for working space or any other purpose as may be specifically designated in the Contract as forming part of the site.
- v) The term **"Sub-Contractor"** as employed herein, includes those having a direct contract with Contractor either on piece rate, item rate, time rate or any other basis and it includes one who furnishes work to a special design according to the plans or specifications of this work but does not include one who merely supplies materials.
- vi) "Accepting Authority" shall mean the management of the company and includes an authorized representative of the company or any other person or body of persons empowered in this behalf by the company.
- vii) **"Engineer-in-charge"** shall mean the officer nominated by the company in the Civil Engineering cadre/ discipline who is competent to direct supervisors and authorised to be in charge of the works for the purpose of this contract. The Engineer in Charge /Designated Officer in Charge who is of an appropriate seniority, will be responsible for supervising and administering the contract, certifying payments due to the contractor, valuing variations to the contract, awarding extension of time and valuing compensation events. The Engineer in Charge /Designated Officer in Charge may further appoint his representatives i.e. another person/Project Manager or any other competent person and notify to the contractor who is directly responsible for supervising the work being executed at the site, on his behalf under their Delegation of Powers of the company. However,

overall responsibility, as far as the contract is concerned ,will be that of the Engineer in Charge/Designated Officer in Charge.

- viii) The "**Contract**" shall mean the notice inviting tender, the tender as accepted by the Company, the work order issued to the contractor, and the formal contract agreement executed between the company and the contractor together with the documents referred to therein including general terms and conditions, special conditions, if any, scope of work, frozen terms & conditions/technical parameters/scope of work and revised offer, if any, specifications, drawings, including those to be submitted during progress of work, schedule of quantities with rates and amounts.
- ix) A "**Day**" shall mean a day of 24 hours from midnight to midnight.
- x) The "**Work**" shall mean the works required to be executed in accordance with the contract/work order or parts thereof as the case may be and shall include all extra or additional, altered or substituted works or any work of emergent nature, which in the opinion of the Engineer-in-charge, become necessary during the progress of the works to obviate any risk or accident or failure or become necessary for security.
- xi) "**Schedule of Rates**" referred to in this conditions shall mean the standard schedule of rates prescribed by the company and the amendments issued from time to time.
- xii) "**Contract amount**" shall mean:
  - a) in the case of turnkey contracts the total sum for which tender is accepted by the company.
  - b) in the case of other types of contracts the total sum arrived at based on the individual rates quoted by the tenderer for the various items shown in the "**Schedule of Quantities**" of the tender document as accepted by the Company with or without any alteration as the case may be.
- xiii) "**Written notice**" shall mean a notice or communication in writing and shall be deemed to have been duly served if delivered in persons to the individual or to a member of the contractors firm or to an office of the company for whom it is intended, or if delivered at or sent by registered mail to the last business address known to him who gives the notice.
- xiv) "**The constructional plant**" means all appliances, tools, plants or machinery or whatsoever nature required in or about the execution, completion or maintenance of the works but does not include materials or other things intended to form part of the permanent work.
- xv) "**Letter of Acceptance of Tender**" means letter giving intimation to the tenderer that his tender has been accepted in accordance with the provisions contained in that letter.

- xvi) **"Department"** means the Civil Engineering Department of Coal India Limited or any of its subsidiary companies/units represented by the appropriate authority.
- 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.
- xix) "Drawings"/"Plans" shall mean all:
  - a) rawings furnished by the owner with the bid document , if any, as a basis for proposals,
  - b) orking drawings furnished by the Owner after issue of letter of acceptance of the tender to start the work,
  - c) ubsequent working drawings furnished by the owner in phases during progress of the work, and
  - d) rawings, if any, submitted by the contractor as per provision of the contract and duly approved by the owner.
- xx) "Codes" shall mean the following, including the latest amendments, and/or replacements, if any :
  - a) Bureau of Indian Standards relevant to the works under the contract and their specifications.
  - b) ndian Electricity Act and Rules and Regulations made there under.

## 2. **Contract Documents:**

The following documents shall constitute the contract documents:

- i) Notice Inviting Tender/Detailed Tender Notice.
- ii) Articles of Agreement / Letter of Acceptance of Tender/ Work Order.
- iii) General Terms & Conditions of contract/ Commercial Terms & Conditions of contract.
- iv) Additional Terms & Conditions of contract, if any.
- v) Specifications.
- vi) Schedule of quantities (or Bill of Quantities)/ Schedule of work/ Scope of work and schedule of deviation *(to be provided by the contractor.)*

- vii) Frozen terms & conditions / technical parameters/ scope of work and revised offer, if any.
- viii) Contract drawings and work programme.
- ix) Safety Code etc. forming part of the tender.
- x) Integrity pact (if applicable)

**2.1** The contractor shall enter into and execute contract agreement in the prescribed form. The cost of the stamp papers for the contract agreement shall be borne by the contractor. Two sets of contract document/agreements shall be prepared and signed by both the parties One of the sets shall be stamped "Original" and the other "Duplicate". The duplicate copy will be supplied to the contractor free of cost and the original is to be retained by the company. For additional copy, cost to be charged.

All additional copies should be certified by the Engineer in Charge.

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

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

### **2.3 Tender Evaluation & Bid Assessment:**

If the bid of the successful bidder is seriously unbalanced in relation to the estimate of the cost of work to be performed under the contract, the company may require the bidder to produce detailed price analysis for any or all items of the Bill of quantities to demonstrate the internal consistency of these prices with the construction method and the schedule proposed. After evaluation of the price analysis, the company may require that the amount of the performance security/security deposit is increased at the expense of the successful bidder to a level sufficient to protect the company against financial loss in the event of default on the part of the successful bidder under the contract.

### **2.4 Abnormally High Rate (AHR) & Abnormally Low Rate (ALR) Items.**

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

- i) For identification of AHR & ALR items the ceiling of +/- 20% respectively, when compared with the updated estimated rate ,will be considered.
- ii) Variation in Quantity on quoted rate during execution for AHR & ALR items shall be permitted upto +/-25% ( +25% for AHR & -25% for ALR ) of the quantity provided for items of work below plinth level & +/- 5% of the quantity provided for items of work above plinth level respectively.
- iii) Quantity variation beyond the limit mentioned at ii) above shall be dealt by arriving at new rate based on prevalent market rates of materials &labouranalysed as per standard analysis of rate of N.B.O./ C.P.W.D. Payment of extra quantity over the permitted quantity of +/- 25% and +/-5%(as the case may be) would be made on the basis of the new analysed rate.
- iv) For identified abnormally low rate ( ALR ) items, the contractor will be required to deposit with the company the difference in amount calculated between the departmental justified rate multiplied by the quantity of a particular ALR item and the ALR rate quoted by the contractor multiplied by the quantity of the same item.

The total amount to be deposited will be the sum total of all the identified ALR items calculated as per the method outlined above.

The amount so retained will be refunded on successful completion of individual ALR items of work.

## **2.5 Negotiations:**

Negotiations will be held only if the lowest rate received is not reasonable and the decision of the company regarding reasonableness of rates quoted will be final & binding on the bidders.

Work will be awarded to the lowest bidder (L1) without post tender negotiations if the rates are reasonable.

If rates are not reasonable, negotiations with L1 only may be undertaken to arrive at a reasonable rate.

## **2.6 Acceptance of Offer :**

Letter of Acceptance is an acceptance of offer by the company and it need not be accepted by the tenderer. But the tenderer should acknowledge the receipt of the order within 15 days of mailing of work order and any delay in acknowledging the receipt will be treated as a breach of contract and compensation for the loss caused by such breach will be declared by the company by forfeiting EMD.

## **2.7 Banned or delisted Contractors:**

The bidders would give a declaration that they have not been banned or delisted by any Govt. or Quasi Govt. agencies or PSU's. If a bidder has been banned or delisted by any Govt. or Quasi Govt. agencies or PSU's this fact must be clearly stated and it may not necessarily be a cause for disqualification. If the declaration is not given, the bid will be rejected as non-responsive.

- 2.8 The local Court, where the subject work is to be executed shall have exclusive jurisdiction in all matter arising under this contract.
- 2.9 The Contract Agreement will specify major items of supply or services for which the contractor proposes to engage sub-contractor/sub-vendor. The contractor may from time to time propose any addition or deletion from any such list and will submit proposals in this regard to the Engineer-in-Charge / Designated Officer in charge for approval well in advance so as not to impede the progress of work. Such approval of the Engineer-in-Charge / Designated Officer in Charge will not relieve the contractor from any of his obligations, duties and responsibilities under the contract.

### **3. Discrepancies in contract documents & Adjustments thereof**

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

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

- 3.1 In the event of varying or conflicting provision in any of the document(s) forming part of the contract, the Accepting Authority's decision/clarification shall hold good with regard to the intention of the document or contract as the case may be.
- 3.2 Any error in description, quantity or rate in Bill of Quantities or any omission there from, shall not vitiate the contract or release the contractor from discharging his obligations under the contract including execution of work according to the Drawings and Specifications forming part of the particular contract document.
- 3.3 **In case of manual tender**, any difference detected in the tender/tenders submitted resulting from :
  - a) Discrepancy between description in words and figures, the rate which corresponds to the amount worked out by the contractor shall be taken as correct.

- b) 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 in the amount quoted by the contractor shall be corrected.

The tendered sum so corrected and altered shall be substituted for the sum originally tendered and considered for acceptance instead of the original sum quoted by the tenderer alongwith 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:

- 4.1.1 Security Deposit shall consist of two parts;
  - a)Performance security to be submitted at award of work and
  - b)Retention Money to be recovered from running bills.

##### **The security deposit shall bear no interest**

- 4.1.2 Performance Security should be 5% of contract amount and shall be submitted within 28 days of receipt of LOA by the successful bidders in any of the form given below :-
  - a Bank Guarantee, for Rs 5.00 Lakhs and above, in the form given in the bid document
  - Govt. Securities, FDR or any other form of deposit stipulated by the owner
  - Demand Draft drawn in favour of CMPDIL, REGIONAL INSTITUE-IV. on any Scheduled Bank payable at its Branch at NAGPUR

The Earnest Money/Bid Security deposited in the form of Bank Guarantee shall be discharged when the Bidder has signed the Agreement and furnished the required Performance Security/Security Deposit. The bid security deposited in the form of Demand Draft/cash shall be adjusted against the security deposit. If performance security is provided by the successful bidders in the form of bank guarantee it shall be issued either –

- a) at Bidder's option by a nationalized/Scheduled Indian Bank or by a foreign bank located in India and acceptable to the employer, subject to the condition that Bank Guarantees issued by outstation Banks shall be operative at their Nagpur Branch of Maharashtra, India.
- b) the validity of the Bank Guarantee shall be for a period of one year or ninety days beyond the period of contract, whichever is more.
- c) No extension of Bank Guarantee for a period of less than 3(Three) months shall be accepted.

Failure on the part of Contractor to comply with the above provision, shall render the award of work liable for cancellation with forfeiture of bid security.

In addition to the above, penal measures, the bidder will not be allowed to participate in the retendering process. The bidder may also be debarred from participating in future tender in the subsidiary for minimum period of 12 months.

**4.2.1** All running on account bills shall be paid at 95% (ninety five percent) of work value (**excluding Service tax, if any**). This 5% (five percent) deduction towards Retention Money will be the second part of security deposit.

**4.2.2** **5% Performance Security should be refunded within 14 days of the issue of defect liability certificate (taking over certificate with a list of defects). Retention Money should be refunded after issue of No Defect Certificate. Retention Money should be deducted at 5% from running bills.**

**4.3** **The Bank Guarantee towards security deposit shall be acceptable only for values Rs.5,00,000/- and more, and the Bank Guarantee shall also be valid for a minimum period of one year or ninety days beyond the period of contract, whichever is more. Bank guarantee is to be submitted in the format prescribed by the company. Bank guarantee shall be irrevocable and will be from amongst the list of Banks(Scheduled Banks) provided in the bid document.**

**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 of the entire work and issue of defect liability certificate, (taking over certificate with a list of defects) by the Engineer-in-charge, one half of the security deposit remaining with the company shall be refunded. The other half shall be refunded to the contractor after issue of No Defect Certificate by the Engineer-inCharge on the expiry of Defect Liability Period of Six months, subject to the following conditions:**

- a) Any defect/ defects in the work, if detected after issue of defect liability certificate is / are rectified to the satisfaction of the Engineer-in-charge within the said period .
- b) In the case of building work/other work of similar nature, the refund shall be made on the expiry of the said six months period or at the end

of one full monsoon period i.e. June to September, whichever is later in point of time and any defects such as leakage in roof, efflorescence in walls, dampness, defects in drainage etc. should be rectified to the satisfaction of Engineer In Charge.

## 5. Deviations/Variations in Quantities and Pricing

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

**5.1** The company through its Engineer In Charge or his representative shall, without radically changing the original scope and nature of the work, under contract, have power to make any alterations in or additions to or substitution of the original specifications, drawings, designs and instructions that may appear to be necessary or advisable during the progress of the work.

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

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

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

- a) In the case of percentage tenders, if the rate for the item of work executed is available in the company's approved SOR, it will be paid at the schedule rate plus or minus the accepted percentage as per contract,
- b) In case of item rate tenders, the rate for extra item shall be derived from the rate for similar item or near similar item of work available in the agreement schedule of work or by analysis of rates as at (c) below and the lower rate out of the above two shall be considered.
- c) In case the rate for extra item is to be derived by analysis of rate, the same shall be done by analysis on prevalent market rate of materials and labour based on standard norms of analysis of rate of N.B.O./C.P.W.D.

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

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

**5.4** Alteration in the quantities shall not be considered as a change in the condition of the contract nor invalidate any of the provision thereof provided that a deviation estimate / revised estimate / supplementary agreement for the item(s) involved is made. Such approval shall be from appropriate authority.

**5.5** 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 regularising 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(C)/GM(C)/ CE(C) of the company or SO(C) of the Area , 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(C)/ GM(C)/ CE(C) of the company or SO(C) of the Area , if it is analyzed item rates based on prevalent market rates of materials and labour following NBO/CPWD norms.

## **5.6 PROVISIONS FOR DEALING WITH VARIATIONS IN RESPECT OF ABNORMALLY HIGH RATE AND ABNORMALLY LOW RATE ITEMS.**

The abnormally high rate items are those whose quoted rates are more than 20% of the justified rates decided by the owner.

The abnormally low rate items are those whose quoted rates are less than 20% of the justified rates decided by the owner.

In case of Item Rate Tenders, the revision of rates for (i) abnormally high rate items and (ii) abnormally low rate items, shall become operative under the following circumstances:-

For increase in quantity of more than 25% in respect of works executed below plinth level and 10% in respect of works executed above plinth level.

Quantity variation beyond the limit mentioned above shall be dealt by arriving at new rate based on prevalent market rate of materials and labouranalysed as per standard analysis of rate of CPWD/NBO. Payment of extra quantity over the permitted quantity as explained above would be made on the basis of the new analysed rate.

The variation in quantity of abnormally low rate items for item rate tenders shall not be permitted below 25% for the items below plinth level and below 10% for the items above plinth level of the agreement schedule quantity, but in exceptional cases with written consent of Engineer-in-Charge arising out of technical necessity.

The above provisions shall be applicable for item rate tenders only and not applicable for percentage ratetenders for works based on standard schedule of rates of the company.

For the purpose of operation, the following works shall be treated as works related to foundation, unlessotherwise defined in the contract.

- a) For Buildings: All works up to 1.2 metres above ground level or up to floor 1 level whichever islower.
- b) For abutments, piers and well steining : All works up to 1.2m above the bed level.
- c) For retaining walls, wing walls, compound walls, chimneys, overhead reservoirs / tanks andother elevated structures: all works up to 1.2 metres above the ground level.
- d) For reservoirs / tanks (other than overhead reservoirs / tanks): All works up to 1.2 metresabove the ground level.
- e) For basement : all works up to 1.2m above ground level or up to floor 1 level whichever islower.

For Roads, all items of excavation and filling including treatment of sub base

- 5.7 The time for completion of the originally contracted work shall be extended by the company in the event of any deviation resulting in additional cost over the awarded value, if requested by contractor as follows:-
  - i) in the proportion which the additional cost of the altered, additional or substituted work (in value) bears to the original tendered value plus.
  - ii) 25% of the time calculated in the (i) as explained above or such further additional time as may be considered reasonable 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. No claim from the Contractor shall be entertained/ accepted on these 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 and the rate/rates to be paid for such deviations shall be resolved separately with the company as per the procedures/ norms laid down hereafter.

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#### **Time for Completion of Contract, Extension thereof, Defaults and Compensation for Delay**

Time is the essence of the contract and as such all works shall be completed within the time stipulated in the contract/ work order. The work shall, throughout the stipulated period of contract, be carried out with all due diligence on the part of the contractor.

Immediately after the contract is concluded i.e. LOA / 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/ PERTCPM techniques on the basis of a construction schedule submitted by the contractor at the time of executing contract showing the order in which the work is proposed to be carried out within the time specified in the LOA /work order.

For the purpose of this detailed time and progress chart, the work shall be deemed to have commenced on the expiry of 10\* (ten) days from the issue of Letter of Acceptance of Tender or 7(seven) days after handing over the site of work or handing over 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 later.

\* For Specialized Works/ High Value Works (above Rs. 5 crores), the period shall be 30 days.

6.1 If the contractor, without reasonable cause or valid reasons, commits default in commencing the work within the aforesaid time limit, the company shall, without prejudice to any other right or remedy, be at liberty, by giving 15 day's notice in writing to the contractor to commence the work, failing which to forfeit the Earnest Money deposited by him and to rescind the Letter of Acceptance of Tender/Work Order and also to debar the contractor to take part in the future re-tender.

The Company may debar such defaulting Contractors from participating in future Tenders for a minimum period of 12(twelve) months.

**6.2** If the contractor fails to complete the work and clear the site on or before the date of completion 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):

i) @ half percent ( $\frac{1}{2}\%$ ) of the contract amount/Revised Contract amount whichever is less, per week of delay.

OR

ii)  $\frac{1}{2}\%$  of the contract-value of group of items/ revised completion value of group of items whichever is less, per week of delay, for which a separate period of completion is originally given.

The aggregate of such compensation/ compensations shall not exceed:

i) 10% (ten) percent of the total amount of the contract/ Revised contract amount, whichever is less.

OR

ii) 10% of the contract-value of group of items/ revised completion value of group of items whichever is less, 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.

**6.2.1** The company, if satisfied, that the works can be completed by the contractor within a reasonable time after the specified time of completion, may allow further extension of time at its discretion with or without the levy of L.D. In the event of extension granted being with L.D, the company will be entitled without prejudice to any other right or remedy available in that behalf, to recover from the contractor as agreed damages equivalent to half percent of the contract value of the works for each week or part of the week subject to a ceiling as described at Cl.6.2.

**6.2.2** The company, if not satisfied that the works can be completed by the contractor, and in the event of failure on the part of the contractor to complete work within further extension of time allowed as aforesaid, shall be entitled, without prejudice to any other right, or remedy available in that behalf, to rescind the contract.

**6.2.3** The company, if not satisfied with the progress of the contract and in the event of failure of the contractor to recoup the delays in the mutually agreed time frame, shall be entitled to terminate the contract.

**6.2.4** In the event of such termination of the contract as described in clauses 6.2.2 or 6.2.3 or both, the company, shall be entitled to impose penalty/LD as deliberated at Clause 10. Additionally the contractor shall be debarred from participating in the future tenders for a minimum period of 12 months.

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

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

a) Force Majeure:

- i) Natural phenomena like 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, and quarantine embargoes.

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

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

For delays arising out of Force Majeure, the bidder / contractor will not claim extension in completion date for a period exceeding the period of delay attributable to the clauses of Force Majeure and neither company nor bidder / contractor shall be liable to pay extra cost (like increase in rates, remobilization advance, idle charges for labour and materials etc.) provided it is mutually established that Force majeure conditions did actually exist.

- b) Serious loss or damage by fire and abnormally bad weather.
- c) Non-availability of stores which are the responsibility of the company to supply as per contract.
- d) Non-availability of working drawings in time, which are to be made available by the company as per contract during progress of the work.
- e) Delay on the part of the contractors or tradesmen engaged by the company not forming part of the contract, holding up further progress of the work.
- f) Non-availability or breakdown of tools and plant to be made available or made available by the company.
- g) The execution of any modified or additional items of work or excess quantity of work.

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

**6.4.1** A **HINDRANCE REGISTER** shall be maintained by both department and the contractor at site to record the various hindrances, as stated above, encountered during the course of execution. Hindrance register will be signed by both the parties. The contractor may also record his observations in the Hindrance Register. In case the contractor has a different opinion for hindrance and a dispute arises then the matter would be referred to the EIC and/or the next higher authority whose decision would be final & binding on the contractor & the decision to be communicated within 15 days.

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

**6.4.3** The opinion of the Engineer-in-charge, whether the grounds shown for the extension of time are or are not reasonable, is final. If the Engineer-in-charge is of the opinion that the grounds shown by the contractor are not reasonable and declines to the grant of extension to time, the contractor cannot challenge the soundness of the opinion. The opinion of the Engineer-in-charge that the period of extension granted by him is proper or necessary is not, however, final. If the contractor feels that the period of extension granted is inadequate he can appeal to the GM(Civil)/ CM(Civil) of the company for consideration on the question whether the period of extension is or is not proper or necessary.

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

**6.4.5** When the period fixed for the completion of the contract is about to expire, the question of extension of the contract may be considered at the instance of the Contractor or the Department or of both. The extension will have to be by party's agreement, express or implied. In case the contractor does not apply for grant of extension of time within 15(fifteen) days of the hindrance occurring in execution of the work and the department wants to continue with the work beyond the stipulated date of completion for reason of the work having been unavoidably hindered, the Engineer-in-charge can grant extension of time even in the absence of application from the contractor. Such extension of time granted by the Engineer-in-Charge is valid provided the contractor accepts the same either expressly or implied by his actions before and subsequent to the date of completion.

Such extension of time shall be without prejudice to Company's right to levy compensation under the relevant clause of the contract. The contractor shall however use his best efforts to prevent or make good the delay by putting his endeavors constantly as may be reasonably required of him to the satisfaction of the Engineer-in-Charge.

7.

**Mate**

### **rial Supply & other facilities**

**The contractor shall at his own expense, provide all materials required for the work, unless otherwise specified, and the rates quoted by the contractor shall be for finished work inclusive of all materials required for completion of the work as specified in the contract.**

\* The company may, of its own or at the request of the contractor, supply such materials as may be specified, if available, at rate/rates to be fixed by the Engineer-in-charge.

**7.1** For the materials which the company has agreed to supply for the contract, the contractor shall give intimation of his requirements in accordance with the agreed phased programme to the Engineer-in-charge sufficiently in advance. The value of materials so supplied shall be set off or deducted from the payment to be made for the items of work in which such materials have been consumed, or from any sum then due or to become due to the contractor thereafter.

**7.2\*** The company will supply steel both reinforcement and structural and cement at the following rates inclusive of all taxes. The contractor shall bear all the cost for transportation; handling and storage from the site of the company to contractor's work site store.

- i) Reinforcement Steel \*:-
  - a) M.S. Round :Rs.
  - b) Tor Steel :Rs.
  - c) Structural Steel :Rs.
- ii) Cement \* :Rs.

**[\* delete whichever is not applicable ]**

**7.3** If the steel is issued by the department, the wastage of steel shall be the barest minimum. The wastage allowed from theoretical quantity will be upto a maximum of 5% to cover the wastage due to cutting into pieces, bending and other factors. No cut pieces or scrap less than 2 mtr. in length will be taken by the department. Efforts should be made to use the cut pieces of 2 mtr. or above length as far as possible. If the wastage of steel is more than the permissible variation mentioned above the cost for excess wastage made by the contractor shall be recovered at double the issue rates indicated above, or 115% of prevailing market rate including

sales tax and general tax during the period of work, whichever is more. No allowances shall be entertained on account of Rolling Margin for the steel either issued by the department or procured by the contractor.

**7.4** If the cement is issued by the department, the variation of 5% will be permitted over the theoretical consumption of cement for value of work up to Rs.10.00 lakhs and 10% for value of work above Rs.10.00 cement consumed in excess or less than the specified quantity shall be made at double the issue rate or 115% of prevailing market rate including sales tax and general tax during the period of work, whichever is more.

**7.5** In case the department is not able to supply cement/steel as per the provisions of the contract, the Engineer-in-Charge may allow, with the approval of GM/HOD(Civil) of the company, the contractor in writing for procurement of cement/ steel from the approved sources and the extra on this account including transport charges if any, over the issue rate shall be reimbursed to the contractor on production of authentic documents. Transportation of cement/ steel from the place of purchase to the site of work and proper storage of cement/steel at site shall be contractor's responsibility. He should maintain proper account of cement/steel issued/procured by him and should allow inspection of his godown and his cement/steel account by the concerned Engineer-in-charge or any other authorized officers of the company. Contractor should draw materials from the company on the basis of actual requirement as assessed by the Engineer-in-Charge on "as and when required" basis.

**7.6** Recovery of cost of materials issued on sale A/c will be made as per actual consumption basis but the Engineer-in-Charge will have the discretion for making full recovery while processing a particular bill or asking for the return of the balance materials if the work is not progressing satisfactorily. The contractor shall keep accurate record of materials issued by the company, maintain proper account for the materials received and consumed in the work and shall be open to check by the Engineer-in-Charge or his authorized representative. The contractor shall ensure that such materials are consumed for the contract works only and the Register for the aforesaid account shall be signed both by the representatives of Engineer In Charge and the contractor.

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

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

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

**7.10** 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 expense all surplus materials originally supplied by him and upon such removal, the same shall become the property of the contractor.

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

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

**7.13** The contractor shall arrange necessary water for the work and his own establishment and nothing extra will be paid for the same. Such water used by the contractor shall be fit for construction purposes. However, if available and feasible the company may arrange water, at the written request of the contractor, to the extent possible, at one point near the work site for which recovery @ 1% of the contract value of work done will be made from the contractor's bills. The contractor shall make his own arrangement of water connection and laying of pipe lines from main source of supply.

Department do not guarantee to maintain uninterrupted supply of water. No claim of damage or refund of water charges will be entertained on account of such break down.

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

## **8. Quality Assurance - Materials and Workmanship**

The contractor shall carry out and complete the work in every respect in accordance with the contract and shall ensure that the work conforms strictly to the 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 therefrom, alongwith 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 a workman like manner with the materials as per specification which shall be subject to the approval of the company. All work under execution in pursuance of the contract shall be open to inspection and supervision by the Engineer In Charge or by his authorised representative or any other official of higher rank or any other person authorised 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 conforming to approved samples shall only be brought to site.

Samples are to be supplied by the contractor at his own cost. The cost involved in 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 the part of the contractor, the Engineer In Charge shall be at liberty to procure the proper materials for replacement and/or to carry out the rectifications in any manner considered advisable under the circumstances and the entire cost & delay for such procurement/rectification shall be borne by the contractor.

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

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

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

**8.8      *Inspection of works:***

i) No work shall be covered up or put out of view without the approval of the Engineer-in-charge or the Engineer-in-charge's

representative or any other officer nominated by the company for the purpose and the contractor shall afford full opportunity for the EIC or EIC's representative or any other officer nominated by the company for the purpose to examine and measure any work which is about to be covered up or put out of view and to examine foundations before permanent work is placed thereon. the contractor shall give due notice to the Engineer-in-charge's representative whenever any such work or foundations is ready or about to be ready for examination and the Engineer-in-charge's representative shall, without unreasonable delay, unless he considers it unnecessary and advises the contractor accordingly, attend for the purpose of examining and measuring such work or foundations.

- ii) The contractor shall uncover any part or parts of the works or making openings in or through the same 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 or parts have been covered up or put out of view after compliance with the requirement of sub-clause above and are found to be executed in accordance with the contract, the expenses of uncovering, making openings in or through and making good the same shall be borne by the Employer, but in any other cases all costs shall be borne by the contractor.

#### **8.9 Removal of Improper Work and Materials:**

- i) The Engineer-in-charge shall during the progress of the works have power to order in writing from time to time :
  - a) The removal from the site, of any materials which in the opinion of Engineer-in-charge, are not in accordance with the contract/ work order/ approved sample.
  - b) The substitution with proper and suitable materials.
  - c) The removal and proper re-execution, notwithstanding any previous test thereof or interim payment therefrom, 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 the 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. If the contractor fails to comply, the Engineer-in-charge may employ other persons to remedy the defects and recover the cost thereof from the dues of the contractor.

**8.13 Site Order Book :** A Site Order Book is a Register duly certified by the Engineer-in-charge regarding number of pages it contains, each page being numbered, name of work, name of contractor, reference of 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 therefrom under any circumstances. It shall be the property of the company. The Engineer In Charge or his authorised representative shall duly record his observations regarding any work which needs action on the part of the contractor like, improvement in the quality of work, failure to adhere to the scheduled programme etc. as per contract/work order. The contractor shall promptly sign the site order book and note the orders given therein by the EIC or his representative and comply with them. The compliance shall be reported by the contractor in writing to EIC in time so that it can be checked.

The Site Order Book will be consulted by the Engineer In Charge at the time of making both running on account and final bills of the contractor. A certificate to this effect should be given in the Measurement books by the Engineer In Charge or his representative.

**8.14 Samples and Testing of Materials:** All the materials to be procured by the contractor and to be used in work shall be approved by the Engineer In Charge in advance, and shall pass the tests and analysis required by him, which will be as specified in the specifications of the items concerned and or as specified by BIS or the IRC standard specifications acceptable to the Engineer In Charge. The method of sampling and testing shall be as per the relevant BIS, IRC and other relevant standards and practices. Minor minerals like sand, stone

chips etc. shall be conforming to relevant BIS standards. All bought out items including Cement and Steel shall be procured from such manufacturers who hold valid license conforming to relevant BIS standards for manufacturing of such items.

**8.15 Storage of Materials :** Materials shall be so stored as to ensure the preservation of the quality and fitness for the work. When considered necessary by the Engineer-incharge, 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 weather-proof 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 defects of which have been subsequently corrected, shall be used on the work until approval in writing has been given by the Engineer In Charge.

Upon failure on the part of the contractor to comply with any instruction of the Engineer-in-charge made under the provisions of this article within the time stipulated by the Engineer-in-charge, the Engineer-in-charge shall have authority to remove and replace defective material and recover the cost of removal and replacement from the contractor.

Further all such defective 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 therefrom. 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 authorised representative and by the contractor or his authorised 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 remeasured by the Engineer In Charge himself or the authority nominated by the company for the purpose in the presence of the contractor or his authorised 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 authorised 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 authorised 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 and 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 payments may be made once in a month or at intervals stipulated in the work order/ contract agreement.

**9.7.01** Running on account bill/bills for the work executed/ materials supplied in accordance with the work order/ contract shall be prepared on the basis of detailed measurements recorded as described hereinbefore and processed for 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 alongwith the on account bills only upto 10% of the quantity provided in the agreement subject to overall value of work not exceeding the agreement value.

(ii) The CGM(Civil)/ GM(Civil)/ CE(Civil) of the company and / or the Staff Officer(C) of the Area may authorise interim payment for excess work done upto 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 authorisation 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 the deviation

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

The payments shall be released against the final bill subject to all deductions which may be made on account of materials supplied, water supply for construction, supply of electricity and any other dues payable by the contractor to the company, and further subject to the contractor 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 over payments shall be recovered from subsequent bills under the contract, failing that from contractor's claim under any other contract with the company or from the contractor's security deposit or the contractor shall pay the amount of over payment on demand. In case of contractor's non-payment on such demand, the same should be realised 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 redo 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(Civil)/ Sr. Overseer(C) / Overseer(C) in MB's both in pages recording measurements, abstract of bill & the duly filled in bill form.
- ii) Signature of Engineer(C)/ EE(C) with appropriate check measurements in the MB's and the bill form.
- iii) Signature of Sr. EE(C)/ SE(C) with appropriate check measurements in MB's and the bill form.
- iv) Signature of Engineer in Charge as per definition as at clause 1(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) accountal checking may be made by the concerned Accounts Officer/ Accountant.

**9.7.08 Secured Advance:** Secured advance can be paid for items of materials required for execution of the work and covered under categories A & B and supplied by the contractor at work site, supported by necessary vouchers, challans, test certificates etc. after execution of indemnity bond as per prescribed Form of the company on nonjudicial stamp paper of prescribed value.

This advance shall be recovered in four equal installments or as per consumption whichever is higher. Engineer In Charge

shall recover at his discretion all or any part of secured advance paid, if in his opinion the work is not progressing satisfactorily or the security of these materials at site is not adequately taken care of by the contractor. Secured advance shall be payable for contracts of value above Rs.10.00 lakhs only.

Secured advance for structural steel sections, reinforcement steel and cement, collected at site, will be paid upto 75% of the corresponding stock yard prices of SAIL for the corresponding steel items and Govt. approved/ D.G.S.D. prices for cement, if the same exist.

In case of non-availability of Govt. approved prices of cement & steel and for the materials falling under Category - A and B the secured advance will be paid at the basic rate available in the approved schedule of rates of the company plus or minus the overall percentage on which the work was awarded, provided such rate is not more than 60% of the quoted rate of the contractor for the actual work.

At any point of time the outstanding recoverable secured advance shall not be more than 10% of the contract value.

Items against which secured advance can be granted:

### **Category-A**

#### **Civil:**

1. Bricks
2. Stone and brick aggregate
3. Stones
4. Finished products of brass, iron and steel such as doors & windows frames, wire mesh, gate, GI Sheets.
5. Pre-cast R.C.C. products such as pipes, jali, water storage tanks etc.
6. Doors & Window fittings.
7. Pipes and sanitary fittings of CI, SCI & HCl

#### **Electrical :**

1. Steel conduits
2. G.I. Pipes
3. I.C. Boards
4. Switchgears (Air circuit breakers and Air break switches)
5. C.I. Boxes.
6. A.C.S.R. Conductors
7. A.C. Plant & Machinery
8. Pumps
9. Generating sets (without oil)

**Items against which secured advance can be granted:**

**Category- B**

**Civil:**

1. Glazed tiles, terrazzo tiles and similar articles.
2. Marble slabs
3. Asbestos cement products
4. Finished timber products such as doors, windows, flush doors, particle boards (subject to mandatory test being satisfactory) etc.
5. Bitumen in sealed drums
6. Bitumen felt
7. Polythene pipes and fittings and tanks
8. Sanitary fittings and pipes of S.W., porcelain and chinaware materials
9. Laminated / Safety, one way vision, and bullet proof glasses.
10. Chemical required for anti-termite treatment (in sealed drums)
11. Paints, varnishes, distempers, pigment, spirits etc.

**Electrical:**

1. Transformers
2. Oil-filled switch gears.
3. L.T. & H.T. Cables
4. Fans
5. Storage and Dry Batteries
6. Insulation tapes
7. Epoxy cable compounds
8. Electric light fittings
9. Wooden battens, casing & capping and wooden boards
10. Flexible wires
11. PVC materials
12. Oil and lubricants
13. Rubber materials
14. Glass wool, thermocole & other insulating materials
15. Porcelain H.T. and L.T. insulators.

In addition to indemnity bond, for materials listed under Category-B, the contractor shall be required to provide necessary insurance cover of equivalent value of materials.

**Items against which no secured advance shall be granted:**

**Civil:**

1. Glass products other than those indicated in Category-B.
2. Sand and moorum
3. Chemical compounds other than those indicated in Category-B.

**Electrical:**

1. Glass gloves and shades
2. Bulbs and tubes
3. Petrol and diesel
4. Freon and other refrigeration gases.

**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

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.

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

**9.10** The successful bidder shall submit the invoice as per Service Tax Rules to enable CMPDIL claim CENVAT CREDIT.

**10. Termination, Cancellation, Suspension and Foreclosure of Contract**

he 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 nonbonafide 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 favour 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 in force, or makes any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors amounting to proceedings for liquidation or composition under any Insolvency Act.
- b) In the case of the contractor being a company, its affairs are under liquidation either by a resolution passed by the contractors company or by an order of court, not being a voluntary liquidation proceedings for the purpose of amalgamation or reorganisation, 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 the legal representative or to the partnership concern.

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

- a. To take possession of the site, any materials, constructional plant, equipment, stores etc. thereon and carry out balance work through any means or through any other agency.
- b. 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.

C After giving notice to the contractor to measure up the work of the contractor and to take such whole or the balance or part thereof, as shall be unexecuted out of his hands and to give it to another contractor or take up departmentally, to complete the work. The contractor whose contract is terminated shall not be allowed to participate in future bidding for period of minimum twelve months.

In such an event, the contractor shall be liable for loss/damage suffered by the employer because of action under this clause and to compensate for this loss or damage, the employer shall be entitled to recover higher of the following:

i) Forfeiture of security deposit comprising of performance guarantee and retention money and additional performance security, if any, at the disposal of the employer.  
Or

ii) 20% of value of incomplete work. The value of the incomplete work shall be calculated for the items and quantities remaining incomplete (as per provision of agreement) at the agreement rates including price variation as applicable on the date, when notice in writing for termination of work was issued to the contractor. The amount to be recovered from the contractor as determined above, shall, without prejudice to any other right or remedy available to the employer as per law or as per agreement, will be recovered 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 liable to pay the same within 30 days. In case of failure to pay the same the amount shall be debt payable.

In the event of above course being adopted by the Engineer-in-charge, the contractor shall have no claim to compensation for any loss sustained by him by reasons of his having purchased materials, equipment or entered into agreement or made advances on any account or with a view to the execution of work or performance of the contract. And in case action is taken under any of provisions aforesaid, the contractor shall not be entitled to recover or to be paid any sum for any work thereof or actually performed under this contract unless and until the engineer-in-charge has certified in writing the performance of such work and

value payable in respect thereof and he shall only be entitled to be paid the value so certified. 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 10.1(d).

### **10.3 Suspension of Work:**

Suspension of work – The Company shall have power to suspend the work. The contractor shall on receipt of the order in writing of Engineer-in-charge (whose decision shall be final and binding on the contractor), suspend the progress of work or any part thereof for such time in such manner as the Engineer-in-Charge may consider necessary so as not to cause any damage, or endanger the safety thereof for any of the following reasons:

- a) on account of any default on the part of the contractor, or
- b) for proper execution of the works, or part thereof, for reasons other than the default of the contractor or,
- c) for safety of the works, or part thereof. The contractor shall, during such suspension properly protect and ensure the works to the extent necessary and carry out the instruction of the Engineer-in-charge. If the suspension is ordered for reasons (b) & (c), the contractor shall be entitled to an extension of time equal to the period of every such suspension plus 25%. This shall also be applicable for completion of the item or group of items of the work for which a separate period of completion as specified in the contract and of which the suspended work forms a part. 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 Foreclosure of contract:**

If at any time after acceptance of the tender the company decides to abandon or reduce the scope of work for any reason whatsoever the company, through its Engineer-in-Charge, shall give notice in writing to that effect to the contractor and contractor shall act accordingly in the matter. In the event of abandonment, the contractor shall have no claim to any payment of compensation or otherwise whatsoever, other than those mentioned below:-

- 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 labour and staff quarters, office accommodation, storage of materials, water storage tanks and

watersupply for the work including supply to labour/ staff quarters, office etc.

- b) to pay the contractor at the contract rates full amount for works executed and measured at site up to the date of such abandonment.
- c) to pay for the materials brought to site or to be delivered at site, which the contractor is legally liable to pay, for the purpose of consumption in works carried 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 EIC.
- 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.

**10.4.01** 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 10.4(a) (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. Carrying out Part Work at Risk & Cost of Contractor.**

If the progress of the work or of any portion of the work is unsatisfactory, the Engineer-in-Charge, after giving the contractor 15 days' notice in writing, without cancelling or terminating the contract, shall be entitled to employ another Agency for executing the job or to carry out the work departmentally or contractually through tendering / limited tendering process, either wholly or partly, debiting the contractor with cost involved in engaging another Agency or with the cost of labour and the prices of materials, 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. However, when this clause is invoked, penalty will not be applicable other than on account of delayed completion. The value of the work taken away shall be calculated for the items and quantities taken away at the agreement rates including price variation as applicable on the date, when notice in writing for taking away

## **12. Completion Certificate / Defect Liability Certificate**

Except in cases where the contract provides for "Performance Test" before issue of Defect Liability certificate, in which case the issue of Defect Liability certificate shall be in accordance with the procedures 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 Defect Liability Certificate will be issued by the EIC after the above rectifications are carried out/ deficiencies are removed by the contractor to the satisfaction of EIC.

In the event there are no defects or the defects/ deficiencies are of a minor nature and the Engineer-in-Charge is satisfied that the contractor has already made arrangements for rectification, or in the event of contractor's failure to rectify the defects for any reason whatsoever, the defects can be rectified by the company departmentally or by other means and the 50% of the security deposit of the contractor shall be sufficient to cover the cost thereof, he shall issue the Defect Liability Certificate ( Taking Over Certificate with list of defects ) 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 there for 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.

**12.1** In cases where separate period of completion for certain items or groups of items are specified in the contract, separate Defect Liability 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.

**12.2** Before the date fixed for completion of work, the work as well as the site of work are to be made clean after removal of rubbish, scaffoldings, surplus materials, temporary structures etc.

**12.3** In case of contractor's failure to clear the site, the EIC shall have right to get the work done. The cost thereof shall be recovered from the final bill of the contractor.

### **13. 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 rights 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) The contractor/contractors shall keep on the work site during the progress a competent and experienced Resident Engineer exclusively for the work and necessary assistants who shall represent the contractor(s). The contractor shall employ, on the site in connection with the execution and maintenance of the work, technical and managerial staff as mentioned below.

<b>SL.NO</b>	<b>Value of Work</b>	<b>Manpower Requirement</b>
1	More than 10 Crores	One Resident Engineer (Degree Holder), One Engineer (Degree Holder), Two Engineers (Diploma Holder)
2	5 Crores to 10 Crores	One Resident Engineer (Degree Holder), Two Engineers (Diploma Holder)
3	2 Crores to 5 Crores	One Resident Engineer (Diploma Holder), One Engineer (Diploma Holder)
4	50 lakhs to 2 crores	One Resident Engineer (Graduate/ Diploma Holder)

For works below Rs. 50 lakhs, the deployment of manpower shall be as assessed by Engineer.

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

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

Important 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, skillful and orderly men to do the work. The Engineer In Charge shall have the right to ask the contractor/contractors to remove from the work site any men of the contractor/contractors who in his opinion is undesirable and the contractor/contractors will have to remove 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, codes, statutes and regulations shall be observed by the contractor(s). In case of accidents, the contractor(s) shall be responsible for compliance with all the requirements imposed by the Workmen's Compensation Act or any other similar laws in force, and the contractor(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 authorised 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 authorised 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 hand book as approved and amended from time to time by the Government of India.

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

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

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

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

ix) All Duties, taxes (excluding Service Tax) and other levies, payable by the contractor under the contract or for any other cause as applicable on the last date of submission of tender shall be included in the rates, prices and the total bid price submitted by the bidder. All incidentals, overheads etc. as may be attendant upon execution and completion of works shall also be included in the rates, prices and total bid price submitted by the bidder. **Applicable Service Tax on the works will be computed automatically in the BOQ sheet based on prefix business logic and the option selected by the bidder with regard to his Service Tax status.**

However, such duties, taxes, levies etc. which is notified after the last date of submission of tender and / or any increase over the rate existing on the last date of submission of tender shall be reimbursed by the company on production of documentary evidence in support of payment actually made to the concerned authorities.

The company reserves the right to deduct/withhold any amount towards taxes, levies, etc. and to deal with such amount in terms of the provisions of the Statute or in terms of the direction of any Statutory authority and the company shall only provide with certificate towards such deduction and shall not be responsible for any reason whatsoever.

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 labourer 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 upto 150 mm 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 labourers engaged by him/them as per Minimum Wages Act or such other legislation or award of the minimum wage fixed by the respective State Govt. or Central Govt. as may be in force.

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

xvi) The contractor shall in addition 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 upto 5% of the total contract value for the delay in handing over the vacant possession of the completed works after giving a 15 (fifteen) days notice to the contractor.

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

requirements of the contract and instructions of the Engineer In Charge.

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

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

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

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

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

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

**THE CLAUSE 13 xviii SHALL BE APPLICABLE FOR WORKS OF ESTIMATED VALUE OF OVER Rs. 50 LAKHS.**

xix) **Setting Out:** The contractor shall be responsible for the contract and proper setting out of the works and correctness of

the position, reduced levels, dimensions and alignment of all parts of the work including marking out the correct lay out in reference to the permanent bench mark and reference points. Only one permanent bench mark and basic reference lines shall be marked and shown to the contractor as basic data.

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

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

**xxi)** The contractor shall be registered with the concerned State/Union Territory (UT) 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 work 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.

#### **14 Defects Liability Period:**

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

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

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

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

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

#### **15 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.

**15.1 Settlement of Disputes/Arbitration :**

***It is incumbent upon the contractor to avoid litigation and disputes during the course of execution. However, if such disputes take place between the contractor and the department, effort shall be made first to settle the disputes at the company level. The contractor should make request in writing to the Engineer-in-Charge for settlement of such disputes/claims within 30 (thirty) days of arising of the cause of dispute/claim failing which no disputes/claims of the contractor shall be entertained by the company.***

Effort shall be made to resolve the dispute in two stagesIn first stage dispute shall be referred to Area GM or GM/HoD(C). If difference still persist the disputeshall be referred to a committee constituted by the owner. The committee shall have one member of therank of Director of the company who shall be chairman of the committee.

**15.2 *If differences still persist, the settlement of the dispute with Govt. Agencies shall be dealt with as per the Guidelines issued by the Ministry of Finance, 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.***

# **SECTION – D**

## **SAFETY CODES**

(Additional Safety measures to be taken by the Contractor)

- (i) Suitable scaffold should be provided for workmen for all works that cannot safely be done from the ground or from solid construction except for such short period of work as can be done safely from ladders. When a ladder is used in carrying materials as well, suitable foot holds and hand holds shall be provided on the ladder. The ladder shall be given an inclination not steeper than used 1/4.
- (ii) Scaffolding or staging more than 3.60 metres above the ground or floor, swung or suspended from & overhead support or erected with stationary support shall be having a guard rail properly attached, bolted, braced and otherwise secured atleast 0.90m above floor or platform of such scaffolding on staging and ends thereof with only such opening as may be necessary for the delivery of materials; Such scaffolding or staging shall be so fastened as to prevent it from a swaying from the building or structure.
- (iii) Working platform, gangways and stairways should be so constructed that they should not gap unduly or unequally and if the height of the platform or the gangway or the stairway is more than 3.60m above ground level or floor level, they should be closely board should have adequate width and should be suitable fenced as described in (i) above.
- (iv) Every opening in the floor of building or in working platform be provided with suitable means to prevent the fall of persons, materials by providing suitable fencing or railing whose minimum height shall be 0.90m.
- (v) Safe means of access shall be provided to all working platforms and other working places. Every ladder shall be provided security fixed. No portable single ladder shall be over 9m. in length, while the width between side rails in rung ladder shall in case be less than 0.29m for ladder upto and including 3.0m in length. For longer ladder this width should be increased at least 1/4% for each additional foot of length uniform step spacing shall not be exceeding 0.30m. Adequate precautions shall be taken to prevent danger from electrical equipment. No materials on any of the sisters of work be stacked or placed as to cause danger or inconvenience to any person of the public. The contractor shall also provide all necessary fencing and lights to protect the public from accident and shall be bound to bear the expenses of defence of every suit. Action or other proceedings at all that may be brought by any person for injury sustained owing to neglect of the above precautions and to pay any damages and cost which may be awarded in any such suit, action or proceeding to any such person or which may with the consent of the contractor, he has paid to compromise any claims by any such person.
- (vi) All trenches 1.20m or more depth shall at all times be supplied with atleast one ladder for each 30m. in length or traction thereof. Ladder shall be extended from bottom of the trench to at least

0.08m above surface of the ground. The side of trenches which are 1.50m or more in depth shall be sloped back to give suitable sloped or securely held by timber branching, so as to avoid danger of side collapse. The excavated materials shall not be placed within 1.50m of the edge of trench or half of the trench whichever is more. Cutting shall be done from top to bottom, under no circumstances undermining or undercutting shall be done.

- (vii) Before any demolition work is commenced and also during the progress of work.
  - (a) all roads & open areas adjacent to the work site shall either be closed or suitable protected,
  - (b) no electric cable or apparatus which is liable to be a source of danger or no cable or apparatus used by the operator shall remain electrically charged.
  - (c) all practical steps shall be taken to prevent danger to persons employed from risk of fire or explosion or flooding. No floor, roof or other part of the building shall be so over loaded with debris or materials as to render it unsafe,
- (viii) All necessary personal safety equipment as considered adequate by the Engineer-in-charge should be kept available for use of the person employed on the site and maintained in a condition suitable for immediate use and the contractor should take adequate steps to ensure proper use of equipment by those concerned.
  - (a) Workers employed on mixing asphaltic materials cement and lime mortars shall be provided with protective footwear and protective goggles.
  - (b) Those engaged in welding washing and mixing or stacking of cement bags or any material, which is injurious to the eye, shall be provided with protective goggles.
  - (c) Those engaged in welding work shall be provided with protective goggles etc.
  - (d) Stone breaker shall be provided with protective goggles and protective clothing & seated at sufficiently safe intervals.
  - (e) When workers are employed in sewers and manholes, which are in use, the contractor shall ensure that the manhole covers are opened and are ventilated at least for an hour before the workers are allowed to get into the manholes and the manholes so opened shall be cordoned off with suitable railing and provided with waiting signals or boards to prevent accident to the public.
  - (f) The contractor shall not employ men below the age of 18 years and woman on the work of painting with products containing lead in any form. Whenever men above the age of 18 years are employed for the work of lead painting the following precautions should be taken:

1. No paint contained lead or products should be used except in the form of paste of readymade paint.
2. Suitable face masks should be supplied for the use of workers when paint is applied in the form of spray or a surface having lead paint dry rubber and scrapped.
3. Oil shall be supplied by the contractors to the workmen and adequate facilities shall be provided to enable the working painters to wash during the process of work.

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

x) Use of machines tackle including their attachments, anchorages and supports shall conform to the following standard or conditions:

- 1]
  - a) Those shall be in mechanical good condition of sound material and adequate strength and free from patent defect and shall be kept in good required and in good working order.
  - b) Every rope used in hoisting or lowering materials or as a means of suspension shall be of durable quality, adequate strength and free from defect.
- 2] Every crane driver or hoisting appliance operator shall be properly qualified and no person under an age of 21 years should be in charge of any hoisting machine including any scaffold which give signals to the operators.
- 3] In case of every hoisting machine and on every chain ring hood, shackle swivel and pulleyblock used in hoisting or lowering or as means of suspension the safe working load shall be ascertained by adequate means. Every hoisting machine and all gear referred to above shall be plainly marked with the safe working load. In case of hoisting machine having a variable/safe working load of the conditions under which it is applicable shall be clearly indicated. No part of any machine of any gear referred to above in this paragraph shall be loaded beyond the safe working load except for the purpose of testing.
- 4] In case of departmental machines, the safe working load shall be notified by the Electrical Engineer-in-charge. As regards contractors machine, the contractor shall notify the safe working load of the machine to engineer-in-charge. Whenever he brings any machinery to site of the work he must get it verified by the Electrical Engineer concerned.

(xi) Gearing, Transmission, Electric wiring and other dangerous parts of hoisting appliances shall be provided with efficient safeguard. Hoisting appliances should be provided with such means as will reduce to minimum risk of accident independent of the load. Adequate precautions should be taken to reduce to the minimum risk of any part of suspended load becoming accidentally displaced.

When workers employed on electrical installations which are already energised insulating mats wearing apparel, such as Gloves, sleeves and boots as may be necessary should be provided, the workers should not wear any ring, watch & carry key or other materials which are good conductors of electricity. (xii) All scaffolds ladders and other safety devices mentioned or described herein shall be maintained in safe condition and no scaffold, ladder equipment shall be altered or removed while it is used. Adequate washing facilities shall be provided at or near places of work.

(xiii) These safety provisions shall be brought to notice to all concerned by display on a Notice Board at a prominent place at the worksite. The persons responsible for compliance of the safety codes shall be named therein by the contractor.

(xiv) To ensure effective enforcement of the rules regulations relating to safety precaution the arrangements made by the contractor shall be open to inspection by the labour Officer,Engineer-in-charge of the department or their representatives.

(xv) Not notwithstanding to above clause from (i) to (xiv) there is nothing in these to exempt contractor from the operations of any Act or Rule in force in Republic of India.

**CENTRAL MINE PLANNING & DESIGN INSTITUTE LIMITED**  
*(A Subsidiary of Coal India Ltd.)*  
**REGIONAL INSTITUTE-IV,**  
**KASTURBA NAGAR, JARIPATKA**  
**NAGPUR – 440014**

## **TENDER DOCUMENT (PART-II)**

**FOR**

**Construction of Library room at Zillha Parishad Higher  
Primary School , Sonegaon Tah. Chimur ,  
Dist- Chandrapur (Under CSR Work)  
(NIT No. 13 of 2015-16)**

**CENTRAL MINE PLANNING & DESIGN INSTITUTE LTD  
REGIONAL INSTITUTE-IV  
KASTURBA NAGAR, JARIPATKA  
NAGPUR - 440014**

Name of Work : Construction of Library room at Zillha Parishad Higher Primary School , Sonegaon Tah.- Chimur , Dist- Chandrapur (Under CSR Work)

Place of Work : Sonegaon Tah. Chimur , Dist- Chandrapur

Tender Notice No. & Date : 13 of 2015-2016, dt. 16.09.2015  
RIN/CE-269(N)/ 2015/4177-91 dated 16.09.2015

Date and time of Submission of Tender : 01.10.2015 upto 3.00 P.M.

Date and time of Opening of Tender : To be Intimated.

Date of issue of Tender Document :

Issued to :

N.B. This is to certify that this Tender document **(PART-II)** contains total 4 (Four) pages.

**SIGNATURE OF ISSUING AUTHORITY**

**CENTRAL MINE PLANNING & DESIGN INSTITUTE LTD**  
**REGIONAL INSTITUTE-IV**  
**KASTURBA NAGAR, JARIPATKA**  
**NAGPUR - 440014**

**BILL OF QUANTITY**

**NAME OF WORK : Construction of Library room at Zillha Parishad Higher Primary School, Sonegaon, Tah :- Chimur Dist- Chandrapur**

<b>Sl. No.</b>	<b>Description</b>	<b>Unit</b>	<b>Qty.</b>	<b>Rate (Rs.)</b>	<b>Amount (Rs)</b>
<b>PART A - SCHEDULE ITEM</b>					
1	Earth work in excavation by mechanical means (Hydraulic Excavator )/ manual means in foundation trenches or drains (not exceeding 1.5 m in width or 10 sqm on plan) including dressing of sides and ramming of bottoms, lift upto 1.5 m, including getting out the excavated soil and disposal of surplus excavated soil as directed, within a lead of 50 m.				
	All kinds of soil.	cum	32.00	130.80	4185.60
2	Surface dressing of the ground including removing vegetation and in-equalities not exceeding 15 cm deep and disposal of rubbish, lead up to 50 m and lift upto 1.5 m.				
	All kinds of soil.	100 Sqm	0.50	935.25	467.63
3	Filling available excavated earth (Excluding rock) in trenches ,plinth,sides of foundation etc in layers not exceeding 20 cm in depth consolidating each deposited layer by ramming and watering lead upto 50m and lift upto 1.50m	Cum.	25.00	83.80	2095.00
4	Providing and laying in position cement concrete of specified grade excluding the cost of centring and shuttering -All work upto plinth level:				
	1:3:6 (1 Cement : 3 coarse sand : 6 graded stone aggregate 20 mm nominal size)	cum	6.00	4024.00	24144.00
5	Cement concrete flooring 1:2:4 (1 cement: 2 coarse sand : 4 graded stone aggregate) finished with a floating coat of neat cement including cement slurry, but excluding the cost of nosing of steps etc. complete.				
	40mm thick with 20mm nominal size stone aggregate.	sqm	25.00	280.05	7001.25
6	Supplying and filling in plinth with moorum under floors including, watering, ramming consolidating and dressing complete.	Cum.	12.50	691.22	8640.25
7	Providing and laying in position specified grade of reinforced cement concrete excluding the cost of centering, shuttering, finishing and reinforcement - All work upto plinth level:				
	1:1.5:3 (1 cement : 1.5 coarse sand : 3 graded stone aggregate 20 mm nominal size)	cum	6.50	5094.85	33116.53
8	Reinforced cement concrete work in beam s, suspended floors, roofs having slope upto 15° landings, balconies, shelves, chajjas, lintels, bands, plain window sills, staircases and spiral stair cases upto floor five level excluding the cost of centering, shuttering, finishing and reinforcement with 1:1.5:3 (1 cement : 1.5 coarse sand : 3 graded stone aggregate 20 mm nominal size)	cum	9.00	5885.10	52965.90

Sl. No.	Description	Unit	Qty.	Rate(Rs.)	Amount (Rs)
9	Reinforcement for R.C.C. work including straightening, cutting, bending, placing in position and binding all complete upto plinth level.				
	Cold twisted bars	kg	1320.00	62.25	82170.00
10	Centering and shuttering including strutting, propping etc. and removal of form for :				
	Foundations, footings, bases of columns, etc. For mass concrete.	sqm	5.50	166.90	917.95
11	Centering and shuttering including strutting, propping etc. and removal of form for :				
	Lintels, beams, plinth beams, girders, bressumers and cantilevers.	sqm	14.50	262.25	3802.63
12	Centering and shuttering including strutting, propping etc. and removal of form for :				
	Columns, Pillars, Piers, Abutments, Posts and Struts.	Sqm	32.00	365.60	11699.20
13	Centering and shuttering including strutting, propping etc. and removal of form for :				
	Suspended floors, roofs, landings, balconies and access platform.	sqm	55.00	311.20	17116.00
14	Centering and shuttering including strutting, propping etc. and removal of form for :				
	Edges of slabs and breaks in floors and walls.				
	Under 20 cm wide	metre	25.00	99.45	2486.25
15	Centering and shuttering including strutting, propping etc. and removal of form for :				
	Weather shade, Chajjas, corbels etc., including edges.	Sqm	6.50	411.10	2672.15
16	12 mm cement plaster of mix :				
	1:6 (1 cement: 6 fine sand)	sqm	185.00	112.50	20812.50
17	Finishing with Deluxe Multi surface paint system for interiors and exteriors using Primer as per manufacturers specifications :				
	Two or more coats applied on walls @ 1.25 ltr/10 sqm. over and including one coat of Special primer applied @ 0.75 ltr / 10sqm	Sqm	185.00	78.75	14568.75
18	Grading roof for water proofing treatment with				
	Cement concrete 1:2:4 (1 cement : 2 coarse sand : 4 graded stone aggregate 20 mm nominal size)	Cum	2.00	4601.85	9203.70
19	Extra for providing and mixing water proofing material in cement concrete work in doses by weight of cement as per manufacturer's specifications	kg per 50kg cement	12.80	35.35	452.48
20	Neat cement punning	Sqm	1.00	31.10	31.10
21	Providing and fixing ISI marked flush door shutters conforming to IS: 2202 (Part I) non-decorative type, core of block board construction with frame of 1st class hard wood and well matched commercial 3 ply veneering with vertical grains or cross bands and face veneers on both faces of shutters:				
	30 mm thick including ISI marked Stainless Steel butt hinges with necessary screws.	sqm	2.50	1404.05	3510.13
22	Providing and fixing M.S. grills of required pattern in frames of windows etc. with M.S. flats, square or round bars etc. all complete.				
	Fixed to steel windows by welding.	kg	108.00	90.75	9801.00
23	Applying priming coat :				
	With ready mixed red oxide zinc chromate primer of approved brand and manufacture on steel galvanised iron/steel works:-	sqm	11.50	20.70	238.05

Sl. No.	Description	Unit	Qty.	Rate(Rs.)	Amount (Rs)
24	Painting with synthetic enamel paint of approved brand and manufacture to give an even shade: Two or more coats on new work				
25	Making plinth protection 50mm thick of cement concrete 1:3:6 (1 cement : 3 coarse sand : 6 graded stone aggregate 20 mm nominal size) over 75mm bed of dry brick ballast 40mm nominal size well rammed and consolidated and grouted with fine sand including finishing the top smooth.	sqm	23.00	53.85	1238.55
21	Providing and fixing ISI marked flush door shutters conforming to IS: 2202 (Part I) non-decorative type, core of block board construction with frame of 1st class hard wood and well matched commercial 3 ply veneering with vertical grains or cross bands and face veneers on both faces of shutters:				
	<b>TOTAL OF PART 'A' : SCHEDULED ITEMS</b>				<b>317740.34</b>
	Offered percentage above/below the estimated cost (in figures)				
	(in words)				
	<b>TOTAL OF PART 'A' : SCHEDULED ITEMS</b>				
	<b>PART 'B' : UNSCHEDULED ITEMS</b>				
26	Brick masonry with flyash bricks of approved quality in foundation and plinth : Cement mortar 1:6 (1 cement : 6 coarse sand)	cum	2.00		
27	Brick masonry with flyash bricks of approved quality in superstructure above plinth level : Cement mortar 1:6 (1 cement : 6 coarse sand)	cum	6.50		
28	Providing and fixing standard steel glazed doors, windows and ventilators side /top /centre hung with beading and all members such as K1IB and K12 B etc. complete of standard rolled steel sections, joints flash butt welded and sash bars tenoned and riveted with 15x3mm lugs, 10cm long, embedded in cement concrete blocks 15x10x 10cm of 1:3:6 (1 cement : 3 coarse sand : 6 graded stone aggregate 20mm nominal size) or with wooden plugs and screws or rawl plugs and screws or with fixing clips or with bolts and nuts as required, including providing and fixing of hinges, pivots, pin head glass panes of 3.5mm thick with glazing clips and special metal sash putty of approved make and a priming coat of approved steel primer excluding the cost of metal beading and other fittings except necessary hinges or pivots complete as per approved design.	sqm	7.50		
29	Providing and fixing Stainless steel sliding door bolts with nuts and screws etc. as per instructions of EIC complete				
	300x16 mm	each	2.00		
30	Providing and fixing Stainless steel tower bolt (Barrel type) with necessary screws etc. as per instructions of EIC complete :	each	2.00		
31	Providing and fixing Stainless handles of approved quality with necessary screws etc. as per instructions of EIC complete :				
	125 mm	each	2.00		

Sl. No.	Description	Unit	Qty.	Rate(Rs.)	Amount (Rs)
32	Providing and fixing factory made precast door/window frames of C.C M-40 grade of section 100mm x 60mm including reinforcement as per I.S.6523 with polymeric blocks having screw holding capacity of 250kg/screw fixed in position in R.C.C frame as per requirement and as per specifications without fan light including holdfasts, carting and erecting in position and two coats of oil paint etc complete.				
33	Providing and fixing black coloured granite stone of size 600 X 450 mm for display board including engraving letters of standard size and of approved matter and fixing stone in C M (1:4) 1 cement : 4 Fine sand) 20 mm thick making border with plaster etc complete as per instruction of Engineer Incharge	Each	1		
34	Miscellaneous works required to be executed for inauguration ceremony as per the list given below	One Job	1		
	i) Bouquet large 10 nos ,small 10 nos				
	ii)photographs 28 nos with CD				
	iii)News paper advertisement in two local news paper				
	iv) ribbon etc other decorative material				
	v) Lamination of photo certificate 1 no				
	vi)Cloth banner 3.00 mX 0.9 m long				
35	Providing and fixing Kaddappa stone shelf for otta fixed in cement mortar in required size complete as per instruction of engineer incharge	sqm	12.00		
	<b>TOTAL OF PART-B : (UNSCHEDULED ITEMS )</b>				
	(Rupees				

**GENERAL ABSTRACT :**

TOTAL OF SCHEDULED ITEMS (PART-A)	: RS
TOTAL OF UNSCHEDULED ITEMS (PART-B)	: RS
SUM OF PART-A + B	: RS
Add: Service Tax @ 14% of 40%(5.60%) of Sum of A+B	: RS _____
<b>GRAND TOTAL</b>	<b>: RS _____</b>
(Rupees	

DATE

SIGNATURE OF CONTRACTOR  
NAME & ADDRESS