



**Central Mine Planning & Design Institute Limited**  
**Regional Institute-V, Seepat Road, BILASPUR (C.G.)-495006**  
**Office of the Regional Director**

***Under Jurisdiction of Bilaspur Court Only***

1. Name of work - Construction of two nos. fountains at CMPDI Colony at Bilaspur, CG.
2. Place of work - CMPDI Colony, Bilaspur (C.G.)
3. NIT No. - CMPDI/R5/CVL/2739 Dated 01.10.2015
4. Date & time of receipt of Tender - 16.10.2015 upto 1.00 pm
5. Date & time of opening of Tender - 16.10.2015 at 3:30 pm
6. Date of downloading of Tender Document - 05.10.2015 to 15.10.2015
7. Money receipt No. towards cost of Tender Document - Nil
8. Tender document submitted by \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

निविदा आमंत्रण

1.Sealed percentage rate Bids under two parts system are invited from reputed and experienced contractors for the following works:-

Description of Work	Location	Estimated Value(Rs)	EMD (Rs)	Period of completion
Construction of two nos. fountains at CMPDI at Bilaspur, CG.	CMPDI Colony, Seepat Road, Bilaspur(CG)	4,95,000.00	4950.00	4 (Four) Months

**2. Earnest Money :**

Earnest money/Bid security is to be deposited in any of the following forms:-

Cash with the Cash Section of RI-V, CMPDI, Bilaspur and a money receipt will be obtained, which will be submitted with part-I of the Bid.

Or

Banker's cheque/ Demand Draft drawn in favour of "CMPDIL, Regional Institute, Bilaspur" on any scheduled bank payable at its branch at Bilaspur, CG.

No bid will be accepted unless accompanied by requisite earnest money deposit. Earnest money deposit shall bear no interest.

**3. Eligibility criteria to qualify for the award of contract.**

To qualify for award of contract, the intending bidder must fulfill eligibility requirement as per clause 3.2 of detailed NIT and the following:-

(A) The intending bidder must have in its name having successfully **completed similar** works, as a prime contractor during last 7 years ending last day of month previous to the one in which bid applications are invited (i.e. eligibility period) should be any of the following.

A.1 : Three similar completed works each costing not less than the amount equal to 40% of the estimated cost put to tender  
**OR**

A.2 : Two similar completed works each costing not less than the amount equal to 50% of the estimated cost put to tender.  
**OR**

A.3 : One similar completed work costing not less than amount equal to 80% of the estimated cost put to tender  
 In case the bidder is not a prime contractor, but a sub contractor, the bidders experience as sub contractor will be taken into account subject to the fulfillment of criteria given in the tender document of the work.

(B) Average annual financial turnover during the last three years, ending 31<sup>st</sup> March of previous financial year should be atleast 30% of the estimated cost put to tender.

(C) Similar nature of work shall include Fountain Construction works/ building work/Civil works/building repair works.

**4. Availability of Bid Document**

Bid document including terms and conditions of work is available on our website **http://www.cmpdi.co.in from 05.10.2015 to 15.10.2015** and can be downloaded directly from the website. The Bidders are requested to download the same and submit in accordance with instructions related to submission of Bid under NIT and ITB. There is no application fee.

**5. General Instructions for submission of Bid**

Bidder is required to submit his offer in sealed covers giving reference to this Bid Notice No. and date, containing offer in two parts- Part I & Part II as specified in the Bid document. EMD is to be submitted along with the Part I of the Bid document. Part I will be considered as valid only when earnest money is submitted.

Part I & Part II should also be in sealed covers clearly superscribing as Part I & Part II on the respective envelopes (Name of the work shall be superscribed on the left hand side of the covers). Both the two envelopes shall be placed in one cover and submitted as Bid superscribing name of the work, Bid Notice Reference No. and Date of opening on the sealed Envelope.

On the date of opening of Bid, the envelope containing Part-I will be opened. This Part-I will be considered as valid, for further consideration, only when Earnest Money is submitted, in appropriate form and as required, as per NIT. Part II envelope will be opened only in respect of such Bidders as found valid after scrutiny of part I.

**6. Validity period of offer :**

The rates offered in part II should be valid for 150 days from the last date of submission of bid.

**7. Receipt of Bids :**

Bids are to be received in sealed covers **on 16.10.2015 upto 1.00PM**. In the event of specified date of submission is declared a holiday by employer, the bids will be received upto the appointed time on the next working day.

**8. Opening of Bids :**

Bids will be opened **at 3.30PM on 16.10.2015** at the office of the General Manager (Civil)/ HOD(C ) at RI-V, CMPDI, Bilaspur.

**9.** The company is not under any obligation to accept the lowest bid/bids and reserves the right to reject any or all the bids without assigning any reason whatsoever and also to distribute/split up the work and allot the work/works to more than one bidder or except the tender in part and not in its entirety, and at its sole discretion.

**10.** The company reserves the right to extend the date of submission and opening of bid or to cancel the bid without assigning any reason whatsoever.

**11.** Any addendum/corrigendum/date extension etc. in respect of above tender shall be issued on our website [www.cmpdi.co.in](http://www.cmpdi.co.in) only. No separate notification shall be issued in the press. Bidders are therefore requested to visit our website regularly to keep themselves updated.

**12. Service tax:** Tenderers should quote their rates excluding the impact of service tax. Applicable service tax payable by the tenderer/service provider will be reimbursed on production of documentary evidence towards payment of such service tax to the appropriate authority. The successful tenderer/service provider will have to raise separate bill for claiming the reimbursable amount paid by him/them. Such bills shall necessarily contain contractor's service tax registration no. with details of range/division/commissionarate address with documentary evidence of payment of service tax to the Government Exchequer. Separate chalans shall have to be submitted for separate services with specific mention of the services rendered to the CMPDI. In case of any default/delay of payment in service taxes, wrong claim of CENVAT credit etc. by the service provider, CMPDI would not be responsible and in no case any such claim of the service provider will be entertained by CMPDI.

महा-प्रबन्धक(सिविल) / HOD (C )

**BID NOTICE**

COMPANY:

PROJECT/

AREA

DATE:

BID NOTICE NO.:

**1** Sealed Item/Percentage rate/Bids under two Part System are invited from reputed and experienced contractors for the following works:

Description of Work	Location	Estimated value (Rs)	Earnest Money (Rs)	Period of completion
			1% of the estimated cost, put to tender, rounded off to next hundred rupees subject to maximum of Rs 100 lakhs.	

**2 Earnest Money.**

Rs ..... as Earnest Money/Bid Security. This is to be deposited in any of the following forms:-

Cash at the office of ..... (applicable only for an amount up to Rs 5000/-)

or

Banker's Cheques/Demand Drafts drawn in favour of ..... Coalfields Ltd. on any scheduled Bank payable at its branch at .....

or

Irrevocable Bank Guarantee (from Scheduled Bank) with minimum validity up to ..... in the format given in the Bid Document and as deliberated at ITB under earnest money.

(provision of bank guarantee shall be applicable only when earnest money exceeds Rs. 2.0 lakhs)

The Earnest Money/Bid Security of the unsuccessful bidder shall be refundable as promptly as possible and shall bear no interest.

No Bid will be accepted unless accompanied by requisite Earnest Money Deposit as stated above.

NOTE (not a part of Bid notice) : In view of modified provision of extension of date in case of non-receipt of three tenders as deliberated at CL 4.03.2 part-I, bid inviting authority shall mention minimum validity requirement (date) of BG against the work tendered. This shall be arrived at as deliberated at CL 4.06 part-I.

**3 Pre-bid Meeting:**

Pre-bid meeting will be held on ..... at ..... time in the office of ..... if specified under Instructions to Bidders.

**4 Eligibility Criteria to qualify for the award of contract.**

To qualify for award of contract the intending bidder must fulfill eligibility requirements as per Clause 3.2 and 3.3 of Instructions To Bidders (ITB).

NOTE: NIT published in website by CIL/subsidiary shall incorporate the criteria.

**5 Availability of Bid Document.**

Bid document, including terms and conditions of work, is available on our website <http://.....> (Company's website) & Govt. Portal ..... and can be downloaded directly from the website.

The bidders are requested to download the same and submit in accordance with instructions related to submission of bid under NIT and ITB. There is no application fee.

Note: Notice inviting authority may decide to make bid documents available physically from his office if the same is felt necessary. Suitable modification in the bid notice may be incorporated.

**6 General Instructions for Submission of Bid**

Bidder is required to submit his offer in sealed covers giving reference to this Bid Notice No. and date, containing offer in two parts Part I & Part II as specified in the Bid document. EMD is to be submitted along with the Part I of the Bid document. Part I will be considered as valid only when earnest money is submitted.

Part I & Part II should also be in sealed covers clearly superscribing as Part I & Part II on the respective envelopes (Name of the work shall be superscribed on the left hand side of the covers). Both the two envelopes shall be

placed in one cover and submitted as Bid superscribing name of the work, Bid Notice Reference No. and Date of opening on the sealed Envelope.

On the date of opening of Bid, the envelope containing Part-I will be opened. This Part-I will be considered as valid, for further consideration, only when Earnest Money is submitted, in appropriate form and as required, as per NIT.

Part II envelope will be opened only in respect of such Bidders as found valid after scrutiny of part I.

#### **7 Validity Period of Offer**

The rates offered in Part II should be valid for 150 days from the last date of submission of Bid.

NOTE: For high value bids (above Rs 500 lakhs)/specialized work, validity period may be suitably modified as per provision of part-I (Cl.4.10 part-I).

#### **8 Receipt of Bids**

Bids are to be received in sealed covers on ..... [Date(s)] up to..... HRS at the office(s) of .....

In the event of specified date of submission is declared a Holiday by employer, the bid will be received up to the appointed time on the next working day.

NOTE: Bids may be received at more than one office as per decision of the subsidiary or Notice Inviting Authority. Bid Inviting Authority on its own shall decide location(s) for submission of Bid document based on bid value and nature of work and decision of subsidiary.

#### **9 Opening of Bids**

Bids will be opened at ..... HRS on.....(date) at the office of the General Manager(Civil)/Staff Officer(Civil)/GM, Area/Project Officer at .....

- 10 The company is not under any obligation to accept the lowest Bid/Bids and reserves the right to reject any or all the Bids without assigning any reason whatsoever, and also to distribute/split up the work and allot the work/works to more than one Bidder or accept the tender in part and not in its entirety, at its sole discretion.
- 11 The company reserves the right to extend the date of submission and opening of bid or to cancel the bid without assigning any reason whatsoever.
- 12 Any addendum/corrigendum/date extension etc. in respect of above tender shall be issued on our website ....only. No separate notification shall be issued in the press. Bidders are therefore requested to visit our website regularly to keep themselves updated.
- 13 The bidder is required to sign the pre-contract integrity pact as per proforma given in the Bid (Applicable for bids exceeding Rs 200 lakhs as estimated cost).

Shri ..... has been nominated as independent External Monitor for this tender, whose contract details are as under.

Name	Address	Contact Number

Signature\_\_\_\_\_

If the bid is invited from un-registered contractors, then pre-qualification criteria shall be included in the notice.

Note: Only sample notice. May be altered for improvement.

## INSTRUCTIONS TO BIDDERS

### **1. SCOPE OF BIDDER.**

- 1.1 The \_\_\_\_\_ (referred to as Employer in these documents) invites bids for the work(s) as mentioned in the Notice. The Bidder should submit Bid for all the works mentioned in the NIT.
- 1.2 The successful Bidder will be expected to complete the Work(s) by the intended Completion period specified in the Bid document/Notice.

### **2. ELIGIBLE BIDDERS.**

- 2.1 The Invitation for Bids is open to all Bidders including an individual, proprietorship firm, partnership firm, company registered under Companies Act, any legal entity or joint ventures. The bidders shall be eligible to participate only if they fulfill the qualifying criteria laid down separately hereinafter.
- 2.2 All bidders shall provide in their bid, Forms of Bid and Qualification information.
- 2.3 Joint Venture: Two or three companies/contractors may jointly undertake contract/contracts. Each entity will be jointly and severally responsible for completing the task as per the contract (applicable for bids having estimated cost above Rs 2 Crores).

Joint Venture details:

Name of all partners of a joint venture (not more than 3) :

1. Lead partner
2. Partner
3. Partner

Joint Venture must comply the following requirements:

- i) Following are the minimum qualification requirements for Joint Venture
  - a) The qualifying criteria parameter e.g. experience of the individual partners of the J.V will be as deliberated under cl. 3.3(A) of ITB towards fulfillment of qualification criteria related to experience.
  - b) The qualifying criteria parameter e.g. financial resources (Turnover and Net Worth ) of the individual partners of the J.V. will be added together, for the relevant period, and the total criteria should not be less than as deliberated under cl. 3.3(B) & (C) of ITB towards fulfillment of qualification criteria related to financial turnover and net worth.
- 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) The bid, and in case of a successful bid, the agreement, 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 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 shall be nominated for being in charge of the contract and 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 partner.
- 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 by each Joint Venture Partners. Subsequent declarations/letters/documents shall be signed by lead partner authorized to sign on behalf of joint venture or authorized signatory on behalf of JV.
- ix) The bid should be signed by all the partners of the Joint Venture.
- x) An entity can be a partner in only one Joint Venture. Bid submitted by Joint Venture including the same entity as partner will be rejected.

- xi) The JV agreement may specify the share of each individual partner for the purpose of execution of this contract. This is required to fulfill eligibility and also for the purpose of apportioning the value of the contract to that extent to individual partner for subsequent submission in other bids if he intends to do so for the purpose of the qualification in that Bid.
- xii) The earnest money/bids security bank guarantee can be submitted by the Joint Venture/one or more partners of the joint venture.
- xiii) The JV agreement must specifically state that it is valid for the project for which bidding is done. If JV breaks up mid-way before award of work and during bid validity period bid will be rejected.

If JV breaks up midway before award of work and during bid validity/after award of work/during pendency of contract, in addition to normal penalties as per provision of bid document, all the partners of the JV shall be debarred from participating in future bids for a minimum period of 12 months.

- xiv) JV agreement shall be registered in accordance with law so as to be legally valid and binding on the members before making any payment.
- xv) JV shall open a bank account in the name of JV and all payments due to the JV shall be credited by employer to that account only. To facilitate statutory deductions all statutory documents like PAN/TIN etc shall be submitted by JV before making any payment.

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

2.5 No sub-letting of the work as a whole by the contractor is permissible. Prior permission is required to be taken from the principle employer for engagement of sub-contractors in part work/piece rated work.

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. QUALIFICATION OF THE BIDDER**

- 3.1 In the event that prequalification of potential bidders has been undertaken, only Bids from pre-qualified bidders will be considered for award of Contract. These qualified bidders should submit with their Bids any information updating their original prequalification applications or, alternatively, confirm in their Bids that the originally submitted prequalification information remains essentially correct as on the date of Bid submission. The update or confirmation should be provided in the bid.
- 3.2 If the employer has not undertaken pre-qualification of potential bidders, all bidders shall include the following information and documents with their bids (copies of all documentary evidences are to be duly authenticated by the Bidders/constituted attorney of the Bidder with full signature and seal. All signed declarations are to be made in the Bidder's letter head.) :
  - a. Copies of original documents defining the constitution/registration or legal status, place of registration, and principal place of business; written power of attorney of signatory of the Bid to commit the Bidder.
  - b. Experience of having successfully completed similar works in support of eligibility criteria during last seven years including monetary value and period.
  - c. Evidence of adequacy of average annual financial turn over during last three years ending 31<sup>st</sup> March of the ..... (Previous) financial year should be at least 30% of the estimated value of the work.
  - d. Details of net worth- Net worth shall not be negative- Applicable for bids with estimated cost above 100 lakhs.
  - e. Permanent Income Tax Account No. (PAN).
  - f. Service Tax Registration certificate (Not applicable for small service provider. However, a declaration issued by Practicing Chartered Accountant is to be enclosed certifying that the bidder is a small service provider and exempted from service tax registration).
  - g. Particulars of Sales Tax/VAT Registration with any Indian State/UT- appropriate authority. Not applicable for only service oriented works.
  - h. Bidder should sign and submit the integrity pact as per format provided in the bid document\* shall be as circulated by CIL.

(Applicable for bids with estimated cost above Rs 2 crores).

- i. The Bidder will have to submit a declaration in support of the authenticity of the credential submitted by him and also with other commitment along with the Bid in the form of an undertaking as per the format provided in the bid document.
- j. Two or three companies/contractors participating in the bid as Joint Venture should submit Firm-wise e.g. (i) participation details/contribution of each, (ii) Legal status of firm, (iii) PAN, (iv) VAT/Sales Tax Registration (not applicable for only service oriented works). (v) Service Tax Registration and also (vi) JV Agreement or non judicial Stamp-paper

3.3 To qualify for award of the contract –

**A.** The Intending bidder must have in its name or proportionate share as a member of Joint Venture experience of having successfully completed similar works, as a prime contractor, during last 7 (seven) years ending last day of month previous to the one in which bid applications are invited (i.e. eligibility period ) should be any of the following :-

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

Or

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

Or

One similar completed work costing not less than the amount equal to 80% of the estimated cost put to tender.  
Similar nature of work shall include .....

Experience for those works only shall be considered for evaluation purposes, which match eligibility requirement stipulated above, on or before the last day of month previous to one in which tender has been invited (publication date of NIT). The experience of incomplete/ongoing works as on last date of eligibility period will not be considered for evaluation. If the referred work includes construction as well as maintenance after construction, the experience of such work may be considered as 'acceptable' if the construction part is completed as on the last date of 'eligibility period' even if maintenance work is ongoing, and the certificate issued clearly stipulates the same.

In all the above cases, while considering the value of completed works, the full value of completed work will be considered whether or not the date of commencement is within the said 7 (seven) years period.

Cost of previous completed works shall be given a simple weightage of 5% per year to bring them at current price level , while evaluating the qualification requirement of the bidder. Such weightage shall be considered after end date of completion. Updating will be considered for full or part of the year (total no. of days / 365) i.e. considering 365 days in a year, till the last day of month previous to one in which bid has been invited.

In case the bidder is not a prime contractor, but a sub-contractor, the bidder's experience as sub-contractor will be taken into account, against suitable document that the contract in support of qualification is a sub contract in compliance with the provision of such sub-contracts in the original contract awarded to prime contractor. The document may be issued by owner/Govt. department on behalf of the owner.

The intending tenderer must submit documentary evidence in support of above in the form of (i) certified copy of work order, (ii) completion certificate indicating value and period of work, The TDS certificate/Bill of Quantity be submitted during clarification, if any (iii) In case of Sub-contractor, Suitable document as per provision above.

Joint Venture, shall be allowed for participation in the bid with estimated cost above Rs 2.0 Crores.  
The above qualification criteria shall be fulfilled by JV in the following manner.

The qualifying criteria parameter e.g. experience of the individual partners of the J.V will be as deliberated hereinafter towards fulfillment of qualification criteria related to experience.

- a) In case of completion of single work of similar nature costing, not less than the amount equal to 80% of the estimated cost put to tender.
- i) Any of the JV partner shall have the experience of having completed successfully a single work of similar nature equal to 80% of the estimated cost put to tender.

Or

- b) In case of completion of two works of similar nature each costing not less than the amount equal to 50% of the estimated cost put to tender:-
- i) Any one partner can match the above requirement.

Or

ii) At least two partners should each have completed at least one work of similar nature each costing not less than the amount equal to 50% of the estimated cost put to tender.

Or

c) In case of completion of three works of similar nature, each costing not less than the amount equal 40% of the estimated cost put to tender :-  
i) Any one partner can match the above requirement.

Or

ii) Any two partners shall match the above requirement through completion of at least one work of similar nature each costing not less than the amount equal 40% of the estimated cost put to tender:-

Or

iii) All the three partners shall match the above requirement through completion of at least one work of similar nature each costing not less than the amount equal 40% of the estimated cost put to tender.

However, during fulfillment of any of the above criteria one of the partner, who is the lead partner shall have:-

i) More than 50 (fifty)% share in J.V.

and

ii) Experience of having completed successfully a single work of similar nature equal to at least 40% of estimated cost put to tender

**B.** Average annual financial turnover during the last 3 (three) years, ending 31<sup>st</sup> March of ..... (previous) financial year should be at least 30% of the estimated cost put to tender.

The intending bidder must submit documentary evidence in support of above in the form of certificate from Chartered Accountant or audited balance sheet or suitable acceptable documents.

If the audited balance sheet for the immediately preceding year is not available in case of tender notified before 30<sup>th</sup> September, audited balance sheet/profit and loss statement and other financial statement of the three financial years immediately preceding the previous financial year may be adopted for evaluating the credentials of the bidder.

Financial turnover shall be given simple weightage of 5% per year to bring them at current price level. While evaluating the qualification requirement of the bidder. Such weightage shall be considered from the end date of financial year. Updating will be considered for full or part of the year (total no. of days/365) i.e. considering 365 days in a year, till the last day of month previous to one in which bid has been invited.

Joint Ventures shall meet the above eligibility requirement, in the following manner.

The qualifying criteria parameter e.g. financial resources (Turnover) of the individual partners of the J.V. will be added together, for the relevant financial year, and the total should not be less than as spelt out above.

**C.** The Net Worth of the bidder based on latest audited annual accounts as on 31<sup>st</sup> March ..... (e.g. for tenders floated in the financial year 2014-15, this will be .... As on 31<sup>st</sup> March 2013) shall not be negative.

The Net Worth shall be equal to :- Aggregate of the Capital + Free Reserve +/- Accumulated Profit/Losses. Offer of the bidder showing Negative Net Worth will be rejected (Net Worth provision applicable for tendered works with estimated cost above 100 lakhs).

The intending bidder must submit documentary evidence in support of above in the form of certificate from Chartered Accountant based on latest audited Balance Sheet.

Joint Ventures shall meet the above eligibility requirement, in the following manner.

The qualifying criteria parameter e.g. net worth (Turnover) of the individual partners of the J.V. will be added together, for the relevant financial year, and the total should not be negative.

3.4 If the bidder is a subsidiary of a company, the experience and resources of the holding company or its other subsidiaries will not be taken into account. However, if the bidder is a holding company, the experience and resources of its wholly owned subsidiaries will be taken into consideration.

3.5 Even though the bidders meet the above qualifying criteria, they are subject to be disqualified:-

(i) if they have made misleading or false representations in the forms, statements and attachments submitted as proof of the qualification requirements.

(ii) if they have record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, or financial failure etc.

Notes: (Not a part of bid document)

- 1) The qualification criteria shown above are to be considered as a standard for normal works
- 2) For specialized works, based on requirement, the subsidiary may add or modify with the approval of competent authority.
- 3) The documents to be furnished by the bidder to prove that he is satisfying the qualification criteria laid down should all be in the bidders name except in cases where though the name has changed, owners continued to remain the same and in cases of amalgamation of entities and when a holding company relies on the credential of its wholly owned subsidiaries.

#### **4. ONE BID PER BIDDER**

- 4.1 Each Bidder shall submit only one Bid, either individually, or as a partner in a partnership firm or a partner in a Joint Venture or a Public Limited/Private limited company or any legal entity. A Bidder who submits or participates in more than one Bid (other than as a subcontractor or in cases of alternatives that have been permitted or requested) will cause all the proposals with the Bidder's participation to be disqualified.

#### **5. COST OF BIDDING**

- 5.1 The Bidder shall bear all costs associated with the preparation and submission of his Bid, and the Employer will in no case be responsible or liable for those costs.

#### **6. SITE VISIT**

- 6.1 The Bidder, at the Bidder's own responsibility, cost and risk, is encouraged to visit and examine the Site of Works and its surroundings, approach road, soil condition, investigation report, existing works, if any, connected to the tendered work, drawings connected to the work, if/as available and obtain all information that may be necessary for preparing the Bid and entering into a contract for execution of the Works. The costs of visiting the Site shall be at the Bidder's own expense.
- 6.2 It shall be deemed that the Bidder has visited the site/area and got fully acquainted with the working conditions and other prevalent conditions and fluctuations thereto whether he actually visits the site/area or not and has taken all the factors into account while quoting his rates.
- 6.3 The bidder is expected, before quoting his rate, to go through the requirement of materials/workmanship, specification, requirements and conditions of contract.
- 6.4 The bidder, in preparing the bid, shall rely on the site investigation report referred to in the bid document (if available), supplemented by any information available to the bidder.

#### **7. CONTENT OF BIDDING DOCUMENTS**

- 7.1 The set of bidding documents comprises the documents (all or as available/applicable) listed in the table below and addenda, if any, issued in accordance with Clause 9:

##### Notice Inviting Bid

Section 1	Instructions to Bidders;	
Section 2	Forms of Bid and Qualification Information and undertaking	
Section 3	Conditions of Contract (General Terms & Conditions, Special and Conditions, special notes, additional terms &	Terms conditions).
Section 4	Scope of Work, Specifications and drawing, Safety Code, if any;	
Section 5	Bill of quantities	
Section 6	Various Forms of Securities, form of Article of Agreement & contract Integrity Pact (if or as applicable).	Pre-

#### **8. CLARIFICATION OF BIDDING DOCUMENTS**

- 8.1 A prospective Bidder requiring any interpretation or clarification of the bidding documents may notify the Employer in writing at the Employer's address indicated in the Notice Inviting Bid. The Employer will respond to any request for clarification received earlier than 15 days prior to the deadline for the submission of Bids. The Employer's response (if relevant) may be uploaded on company's web site, including a description of the inquiry but without identifying its source. Responsibility to download the same shall lie with intending bidder.

8.2 Pre bid meeting : A pre-bid meeting may be held (if the subsidiary company feels it necessary) on ..... at ..... Hrs. at the office of ..... to clarify the issues and to answer questions on any matter that may be raised at that stage.

Non-attendance of pre-bid meeting will not be a cause for disqualification of the bidder and it shall be presumed that the bidder does not require any clarification. The purpose of the pre-bid meeting will be to clarify issues.

## **9. AMENDMENT OF BIDDING DOCUMENTS (BE DELETED FOR NORMAL WORKS, APPLICABLE FOR SPECIALISED WORK)**

9.1 Before the deadline for submission of Bids, the Employer may modify the bidding documents by issuing addenda.

9.2 Any addendum thus issued shall be part of the bidding documents and shall be displayed in the website. The bidder shall upload/submit the same during bid submission.

9.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Employer may extend, as necessary, the deadline for submission of Bids, in accordance with Sub clause 18.2 below.

9.4 Bidders are requested to look into website for any addendum as specified in the NIT

NOTE:- Instructions to bidders shall not incorporate this provision in the Bid for normal civil engineering works.

## **10. LANGUAGE OF BID**

10.1 All documents relating to the Bid shall be in the English language.

## **11. DOCUMENTS COMPRISING THE BID**

11.1 The Bid, comprising of two parts, will be submitted by the bidder as follows:

a) Part-I of bid in sealed envelope comprising of :-

(i) Bid security/earnest money deposit in appropriate form.

(ii) Letter of the bidder submitting the bid in the form as stipulated in 'Contractor's bid' of bid Document.

(iii) Qualification information as indicated in the bid document and documents as required in accordance with stipulations of the bid document and any other materials required to be completed and submitted by bidder in accordance with these instructions.

(iv) The original bid document downloaded from web site, duly signed by authorized signatory of the bidder on all pages as proof of accepting the conditions of contract (excluding the Price bid).

(v) Undertaking duly signed as per enclosed format.

(vi) Pre-Contract Integrity Pact- if applicable.

b) Part II of the bid to be submitted in a sealed envelope comprising of Priced Bill of Quantities.

c) Both the two sealed envelopes then be placed in one outer envelope, sealed and marked properly as per Clause 17 and submitted to the Employer at its address before the deadline for submission of the bid as described in Cl. 18.

## **12. BID PRICES**

12.1 The bidder shall closely study scope of work and all specifications in detail, which govern the rates for which he is quoting. The Bidders shall offer for the whole Work as described in Sub-Clause 1.1. Based on priced bill of quantities submitted by the Bidder, the Employer reserves the right to allot whole or part of the work at their discretion and no claims, whatsoever, shall be entertained in this regard.

12.2 The Bidder shall fill-in rates and prices for all items of the works described in the Bill of Quantities (both in words and figures) and amount(s) calculated and totaled. Corrections, if any, shall be made by crossing out, rewriting and authenticated by signature and date.

12.3 All duties, taxes (excluding Service Tax only) and other levies, octroi, royalty, building and construction workers cess (as applicable in States) payable by the Contractor under the Contract, or for any other cause as applicable on the last date of submission of Bid, shall be included in the rates, prices and the total Bid Price submitted by the Bidder. All investments, operating expenses, incidentals, overheads, leads, lifts, carriages, tools and plants 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.

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

Similarly if there is any decrease in such duties, taxes and levies the same shall become recoverable from the contractor. The details of such duties, taxes and other levies along with rates shall be declared by the bidder in the Price bid.

The item wise rate quoted shall be exclusive of service tax (share of service provider). Service tax (share of service provider) will be paid extra, if payable. Payment of service tax (share of service provider) by the service availer (i.e. CIL/ Subsidiary), to the service provider would be made only on the latter submitting a Bill/Invoice in accordance with the provision of relevant service tax rules. Cenvat credit is to be availed by paying authority as per rule. Payment/deposit of service tax (share of service provider) is the responsibility of the service provider.

12.4 The rates and prices quoted by the Bidder shall be fixed for the duration of the contract and shall not be subject to variations on any account except to the extent variations allowed as per the conditions of the contract of the bidding document.

**13 CURRENCIES OF BID AND PAYMENT**

13.1 The unit rates and prices shall be quoted by the Bidder entirely in Indian Rupees.

**14 BID VALIDITY**

14.1 Bid shall remain valid for a period not less than 150 days after the deadline for bid submission specified in Clause 18. A bid valid for a shorter period shall be rejected by the Employer.

14.2 In exceptional circumstances, prior to expiry of the original time limit, the Employer may request that the bidders may extend the period of validity for a specified additional period. The request and the bidder's responses shall be made in writing. A bidder may refuse the request without forfeiting his bid security. A bidder agreeing to the request will not be required or permitted to modify his bid but will be required to extend the validity of his bid security for a period of the extension, and in compliance with Clause 15 in all respects.

**15 BID SECURITY/EARNEST MONEY DEPOSIT**

15.1 The bidder shall furnish, as part of his bid, a Bid Security/Earnest Money of the amount as shown in NIT for this particular work. Bid Security/EMD will be required to be deposited in any of the following forms –

Cash at the office of .....(applicable only for an amount upto Rs 5000/-)

Banker's Cheque/Demand Draft drawn in favour of ..... Coalfields Ltd. on any scheduled Bank payable at its branch at .....

Irrevocable Bank Guarantee (from Scheduled Bank), with validity up to the period as mentioned in NIT and in the format given in the Bid Document. Bank guarantee issued by outstation bank shall be operative at their local branch at ..... or at their branch at ..... In case of extension of bid validity, on mutual consent, the same shall be suitably extended.

(Provision of Bank Guarantee shall be applicable only when earnest money exceeds Rs 2 lakhs).

15.2 Any Bid not accompanied by an acceptable Bid Security/EMD shall be summarily rejected by the employer as non-responsive.

15.3 The bid Security/EMD of the unsuccessful bidder shall become refundable. The unsuccessful bidder for this purpose means the bidders who have not qualified for opening of Part-II Price Bid) and those who have not emerged as L-1 Bidder after opening of price bid.

15.4 The Bid Security/EMD, submitted in the form of BG, of the successful Bidder will be discharged when the Bidder has signed the Agreement and furnished the required Performance Security (1<sup>st</sup> part of Security Deposit).

The bid security/EMD, submitted in the form of Banker's Cheque/Demand Draft of the successful bidder may be retained and adjusted with performance security/security deposit at bidder's option.

15.5 The Bid Security/Earnest Money may be forfeited:

a. if the Bidder withdraws the Bid after Bid opening during the period of Bid validity/extended validity with mutual consent; or

b. in the case of a successful Bidder, if the Bidder fails within the specified time limit to:

(i) sign the Agreement; or

(ii) Furnish the required Performance Security/Security Deposit.

Or if the bidder does not accept the correction of the bid price pursuant to clause 25 of ITB.

Additionally the bidder will not be allowed to participate in the re-tender. The company reserves the right to debar such defaulting contractor from participating in future bids for a minimum period of 12 months.

15.6 The Bid Security/EMD deposited with the Employer will not carry any interest.

**16. FORMAT AND SIGNING OF BID**

16.1 The Bidder shall prepare the bidding documents comprising the Bid as described in Clause 11 of these instructions to Bidders and also check list.

16.2 All documents of the Bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder, pursuant to Sub-Clauses 3.2(a) . All pages of the Bid document shall be initialed by the person or persons signing the Bid.

16.3 The Bid shall contain no alterations, or additions, except those to comply with instructions issued by the Employer or as necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the Bid. Erasing or overwriting in the bid document may disqualify the bidder.

**17. SEALING AND MARKING OF BIDS**

17.1 The bidder shall seal the Bid in two inner envelopes and one outer envelope. All the Envelopes shall super scribe –

- a) Full postal address, telephone no. Fax no. and e-mail I.D of the Bidder
- b) Name of the work,
- c) Reference Bid notice no.
- d) Part No.

The inner envelopes will be of –

- 1) Envelope for Part-I containing –
  - a. Earnest Money Deposit,
  - b. Documents related to fulfillment of bid requirements, Contractor's bid, Undertaking and documents downloaded from website duly signed as specified at Cl. 11.1 (a)
- 2) Envelope for bid marked Part II covering Priced Bid.

17.2 The inner envelopes and outer envelope shall :

- a. be addressed to the Employer at the following address:

.....  
.....  
.....

and

- b. Outer envelope will bear the following additional identification :  
DO NOT OPEN BEFORE ..... HRS IST on .....

17.3 If the outer envelope is not sealed and marked as above, the Employer will assume no responsibility for the misplacement or premature opening of the Bid.

**18. DEADLINE FOR SUBMISSION OF BIDS**

18.1 Bids shall be delivered to the Employer at the address specified above/NIT, no later than ..... . In the event of the specified date for the submission of bids being declared a holiday for the Employer, the Bids will be received up to the appointed time on the next working day.

18.2 The Employer may extend the deadline for submission of Bids by issuing a corrigendum or an amendment in accordance with Clause 9, in which case all rights and obligations of the Employer and the Bidders previously subject to the original deadline will then be subject to the new deadline.

**19. LATE BIDS**

19.1 Any Bid received by the Employer after the deadline prescribed in Clause 18 due to any reason whatsoever will not be accepted.

**20. MODIFICATION AND WITHDRAWAL OF BIDS**

20.1 Bidders may modify or withdraw their Bids by giving notice in writing before the deadline prescribed in Clause 18, in case the bidder has submitted the bid well before the deadline.

20.2 Each Bidder's modification or withdrawal notice shall be prepared, sealed, marked and delivered in accordance with the provisions of Clause 11, 16, 17 and 18, with the outer and inner envelopes additionally marked "MODIFICATION" or "WITHDRAWAL", as appropriate.

20.3 No Bid may be modified after the deadline for submission of Bids.

20.4 Withdrawal of a Bid between the deadline for submission of Bids and the expiration of the period of Bid validity specified in the Bidding Data or as extended pursuant to Sub-Clause 14.2 may result in the forfeiture of the Bid Security & other penalties pursuant to Clause 15.

**21. BID OPENING**

21.1 The Employer will open the Part-I of the bid (inclusive of Earnest Money) as specified under Cl. 11.1(a) including modifications made pursuant to Clause 20, in the presence of the bidders' or their representatives who choose to attend at the time and in the place specified in NIT. In the event of the specified date of Bid opening being declared a holiday for the Employer, the Bids will be opened at the appointed time and location on the next working day.

Bids accompanied without earnest money will not be considered as valid and will be rejected summarily.

21.2 The Part-II of the bids of the bidders, which are substantially responsive and conforms to the terms and condition, will be opened after evaluation of Part I offer and notified to the Bidders who fulfill the requisite qualifying criteria laid down in the bidding document. In the event of the specified date of Bid opening being

declared a holiday for the Employer, the Bids will be opened at the appointed time and location on the next working day.

21.3 Envelopes marked "WITHDRAWAL" shall be opened and read out first. Bids for which an acceptable notice of withdrawal has been submitted pursuant to Clause 20 shall not be opened and will be returned to the bidder.

21.4 The Bidders' names, the Bid Prices, the total amount of each Bid and any discounts, Bid modifications and withdrawals, the presence or absence of Bid Security, and such other details as the Employer may consider appropriate, will be announced by the Employer at the opening.

**22. PROCESS TO BE CONFIDENTIAL**

22.1 Information relating to the examination, clarification, evaluation and comparison of Bids and recommendations for the award of a contract shall not be disclosed to Bidders or any other persons not officially concerned with such process until the award to the successful Bidder has been announced. Any effort by a Bidder to influence the Employer's processing of Bids or award decisions may result in the rejection of his Bid.

**23. CLARIFICATION OF BIDS**

23.1 To assist in the examination, evaluation, and comparison of Bids, the Employer may, at the Employer's discretion, ask any Bidder for clarification of the Bidder's Bid, including breakdowns of unit rates. The request for clarification and the response shall be in writing.

23.2 No document presented by the bidder after closing date and time of submission of bid will be considered unless otherwise called for during scrutiny/evaluation and shall be against written request only

**24. EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS**

24.1 Prior to the detailed evaluation of Bids, the Employer will determine whether each Bid:

- a. meets the eligibility criteria defined in Clause 3;
- b. has been properly signed;
- c. is accompanied by the required Bid security
- d. is substantially responsive to the requirements of the Bidding documents.

24.2 A substantially responsive Bid is one which conforms to all the terms, conditions, and specifications of the Bidding documents without material deviation or reservation. A material deviation or reservation is one:

- a. which affects in any substantial way the scope, quality, or performance of the works.
- b. which limits in any substantial way, inconsistent with the Bidding documents, the Employer's rights or the Bidder's obligations under the Contract; or
- c. whose rectification would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids.

24.3 If a Bid is not substantially responsive, it may be rejected by the Employer at its sole discretion.

**25. CORRECTION OF ERRORS**

25.1 Bids determined to be substantially responsive will be checked by the Employer for any arithmetical errors. Errors will be corrected by the Employer as follows:

- a. In case of discrepancy in rates between description in words and figures, the rate which corresponds to the amount worked out by the contractor shall be taken as correct.
- b. In case of discrepancy in 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. When the amount of an item is not worked out by the contractor or if it does not correspond with the rates written either in figures or words, then the rates quoted by the contractor in words shall be taken as correct.
- d. Discrepancy in totaling or carry forward in the amount quoted by the contractor shall be corrected.
- e. In case of percentage rate tender, the contractors are required to quote their rates both in amount as well as in the percentage below/above the rates entered in the schedule. In such cases in the event of Arithmetical error committed in amount by the contractor, tender percentage and not the amount should be taken into account.

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 Bidder along with other Bid/Bids. 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.

25.2 The amount stated in the Bid will be adjusted by the Employer in accordance with the above procedure for the correction of errors and, shall be considered as binding upon the Bidder.

25.3 In case of Item rate tender/Item rate part (for mixed tenders) only tenders with item rates quoted shall be considered. Similarly for percentage rate tender/percentage rate part (for mixed tenders), only tenders with percentage rate quoted shall be considered. Any deviation from the above shall make the bid liable for rejection.

**26. EVALUATION AND COMPATISON OF BIDS**

26.1 The Employer will evaluate and compare only the Bids determined to be substantially responsive in accordance with Clause 24. Price bid of the bidder will have no condition.

The price bid which is incomplete and not submitted as per instruction given in the bid document will be rejected.

26.2 In evaluating the Bids, the Employer will determine for each Bid the evaluated Bid Price by adjusting the Bid Price as follows:

- a. making any correction for errors pursuant to Clause 25.

b. making appropriate adjustments to reflect discounts or other price modifications offered in accordance with Clause 20.

26.3 The Employer reserves the right to accept or reject any variation or deviation. Variations, deviations and other factors that are in excess of the requirements of the Bidding documents or otherwise result in unsolicited benefits for the employer shall not be taken into account in Bid evaluation.

26.4 No document presented by the bidder, after closing date and time of bid, will be taken into account by the evaluation committee unless otherwise called for during scrutiny/technical scrutiny by the tender committee as clarification. This however, will have no bearing with the price quoted in the price bid. If a bidder offers a rebate unilaterally after the closing date and time of the bid, it will not be taken into account for evaluation purpose by the tender committee, but if that bidder emerges as the lowest evaluated, the rebate offer will be taken into account for determination of the total offer.

26.5 Bid evaluation shall be done after taking into consideration overall quoted price by the bidder and effect of service tax etc. as applicable. L1 will be decided based on cost to the company.

26.6 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.

Such additional performance security shall be applicable if the bid price is below 15% of the justified price, finalized by the owner. The amount of such additional performance security shall be the difference between 85% of the owner's justified price and quoted price.

Justified price shall be finalized by the owner on the basis of prevalent market rate of materials and labour analysed as per standard analysis of rate of CPWD/NBO, and shall be binding on the bidder.

Such additional performance security shall be applicable for percentage rate tenders also.

Additional performance security shall be furnished by bidder along with normal performance security as per Cl. No. 4 of GTC. Failure to submit such additional performance security may result into termination of the contract.

27.

#### **ABNORMALLY HIGH RATE & ABNORMALLY LOW RATE ITEMS**

#### **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 labour analysed 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 rate tenders 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, unless otherwise defined in the contract.

- a) For Buildings: All works up to 1.2 metres above ground level or up to floor 1 level whichever is lower.
- b) For abutments, piers and well steining: All works up to 1.2 m above the bed level.
- c) For retaining walls, wing walls, compound walls, chimneys, overhead reservoirs/tanks and other 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 metres above the ground level.
- e) For basement: all works up to 1.2m above ground level or up to floor 1 level whichever is lower.
- f) For Roads, all items of excavation and filling including treatment of sub base.

28.

#### **AWARD CRITERIA**

28.1 Subject to Clause 29, the Employer will award the Contract to the Bidder whose Bid has been determined to be substantially responsive to the Bidding documents and who has offered the lowest evaluated acceptable Bid Price, provided that such Bidder has been determined to be:

- a. eligible in accordance with the provisions of Clause 2; and
- b. qualified in accordance with the provisions of Clause 3.

**29. EMPLOYER'S RIGHT TO ACCEPT ANY BID, NEGOTIATE AND TO REJECT ANY OR ALL BIDS**  
29.1 Notwithstanding Clause 28, the Employer reserves the right to accept, negotiate or reject any Bid, and to cancel the bidding process and reject all Bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Employer's action.

**30. NOTIFICATION OF AWARD AND SIGNING OF AGREEMENT**

30.1 The Bidder, whose Bid has been accepted, will be notified of the award by the Employer prior to expiration of the Bid validity period by e-mail or facsimile and confirmed by registered letter. This letter (hereinafter and in the Conditions of Contract called the "Letter of Acceptance") will state the sum that the Employer will pay the Contractor in consideration of the execution and completion of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Contract called "the Contract Price").

30.2 The notification of award will constitute the formation of the Contract.

The works should be completed as per period specified in the NIT from expiry of \*10 (ten) days from the issue of letter of acceptance issued by department or within 7 days of handing over of the site or handing over of reasonable number of working drawings to the contractor or the period of mobilization allowed in the work order for starting the work in special circumstances whichever is latest.

- For high value works above Rs 5 crores, and for specialized works, period shall be 30 (thirty) days.

30.3 The agreement will incorporate all agreements between the Employer and the successful Bidder, work programme etc. within 30 (thirty) days following the notification of award along with the letter of Acceptance and / or Work Order issued by department.

In case of failure to enter in to agreement within specified period or extended period on the written request of the bidder, if any, the department in addition to other penal measures as per clause 15.5 of ITB debar the selected bidder from participating in re-tender. In addition, the department may debar the bidder from participating in future bids for at least 12 months.

30.4 In the bidding process, the cause of rejection of Bid of any bidder should be intimated to non-qualified bidder after the award of the work to the successful one and the Security/Earnest Money shall be refunded to unsuccessful bidders as per provision of Cl. 15.3.

30.5 The contractor shall enter into the 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 'Agreement signing authority'.

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 authorized by the company for the purpose.

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

**31. PERFORMANCE SECURITY/SECURITY DEPOSIT**

31.1 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.

For details refer cl. 4 of General Terms of Conditions.

**32. EMPLOYMENT OF LABOUR**

32.1 Contractors are to employ, to the extent possible (as per policy decision of the company valid from time to time), local project affected people and pay wages not less than the minimum wages as per minimum Wages Act or such other legislations or award of the minimum wage fixed by respective State Govt. or Central Govt. as may be in force.

Payment of Provident Fund for the workmen employed by him for the work as per the Laws prevailing under provision of CMPF/EPF and allied scheme valid from time to time shall be the responsibility of bidder. Bidder shall also submit statutory returns.

32.2 The bidder shall comply with statutory requirements of various acts including Cl(R&A) Act.

32.3 The bidder shall also follow other guidelines as incorporated at Clause 13 of GTC covered under additional responsibilities of the contractor.

NOTE: In case company decides/circulates separate wages for underground works/for works within mine premises, the same may be allowed based on appropriate circular. Clause 32.1 shall stand amended to this extent before notification of bid.

**33. LEGAL JURISDICTION**

35.1 Matter relating to any dispute or difference arising out of this Bid and subsequent contract awarded based on the bid shall be subject to the jurisdiction of local court only where the subject work is to be executed.

**34. DOWNLOADING BID DOCUMENT FROM WEB-SITE.**

i) The bidders will download the Bid documents from the website. The company shall not be responsible for any delay/difficulties/inaccessibility of the downloading facility for any reason whatsoever. The downloading facility shall be available as soon as the bid is notified.

ii) The bidders will be required to submit an undertaking (in the form as enclosed) that they will accept the Bid documents as available in the website and their Bid shall be rejected if any tampering in the Bid documents is found to be done at any time after opening of Bid and during pendency of the contract.

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

**35. E-PAYMENT**

The bidders are to furnish the details of their bank A/c Nos. Name and Address of the Bank and Branch Code along with the Bid. Successful bidders/Bidders are required to submit an authorization form duly signed for e-payment to them. Enclosed Annexure be filled in and submitted along with the Bid.

**36. INTEGRITY PACT (APPLICABLE FOR BIDS WITH ESTIMATED COST EXCEEDING Rs 200 LAKHS)**

a) Bidders are required to submit the pre contract integrity pact duly signed and witnessed as per enclosed format along with the bid Part-I. This will be signed by the authorized signatory of the bidder (s) with name, designation and seal of the company. Bidders who do not sign the pact shall be disqualified from participation in the Bid process.

**37. CHANGES IN FIRMS CONSTITUTION TO BE INTIMATED**

Prior approval in writing of the Company shall be obtained before any change is made in the constitution of the contracting agency. If prior approval is not obtained the same will be treated as a breach of contract.

**38. MISCELLANEOUS**

The bidders should fill the bid document properly and carefully. They should avoid quoting absurd rates and making too many corrections in the tender. The amount should be correctly worked out. All the pages shall be signed and properly authenticated. Throughout the bidding documents, the terms 'bid' and 'tender' and their derivatives are synonymous. Provisions related to instructions to bidder shall be a part of agreement.

NOTE: For e-tendering, refer e-tender notice and Instruction to Bidders under Manual for e-tendering works.

**CHECK LIST FOR SUBMISSION OF BID.**

(Specimen only, subject to improvement)

- 1) Ernest Money – Demand Draft/Bank Guarantee (as per enclosed proforma).
- 2) Constitution/Legal status of Bidder including place of Registration and Principle place of business e.g. Memorandum of Understanding, Articles of Association, and Partnership Deed, affidavit in case of proprietary firm and Authorization/Power of Attorney of Bid Signatory.
- 3) Joint Venture details including original JV Agreement and details covering 2 for JV Partners – if applicable.
- 4) Details of Permanent Account No. (PAN). (For bidder/all JV partners)
- 5) Details related to fulfillment of Eligibility Criteria.
  - a. Certificate of completion of similar work [Ref. Cl.3.3(A) of ITB]
  - b. Work Order for the work(s) referred in 5(a).
  - c. In case of sub-contractor suitable document as per Cl. 3.3(A) of ITB- if applicable.
  - d. Information on financial turnover of last 3 years [ref. Cl. 3.3(B) of ITB].
  - e. Information on net worth- if applicable [ref. Cl. 3.3(C) of ITB].
- 6) Particulars of Registration with Sales Tax Authority /VAT – Not applicable for only service oriented works (for bidder/all JV partners)
- 7) Particulars of Registration with Service Tax Authority -  
(For bidder/all JV partners)
- 8) Integrity Pact duly signed (Applicable for bids with estimated cost above Rs. 200 lakhs). (duly signed by bidder or all JV partners and witnessed).
- 9) Undertaking on Bidder's letterhead as per enclosed pro-forma
- 10) Contractor's Bid as per enclosed pro-forma

- 11) Bid Document duly signed in all pages excluding Price Part as per Cl. 11.1 of ITB (to be submitted as part of Part-1 Bid).
- 12) Price Bid comprising of priced Bill of Quantity duly filled in and signed in all pages.  
(to be submitted as part of par-II Bid).
- 13) E-payment details as per format.

Note: All information/documents should be duly signed and authenticated by the individual bidder, or all partners of J.V.

**PART-I**  
**CONTRACTOR'S BID AND ACCEPTANCE OF BID CONDITIONS**

On the letter head of the company by the Bidder or authorized Officer having power of attorney to sign on behalf of the bidder.

To:

.....  
.....  
Sub: BID for the Work .....  
Ref.: Bid Notice No. .....

Dear Sir,

This has reference to above referred tender. I/We have read and examined the conditions of contract, Scope of work, technical specifications, BOQ and other documents carefully.

I/We am/are pleased to submit out bid for the above work. I/We hereby unconditionally accept the tender conditions and tender documents in its entirety for the above work and agree to abide by and fulfill all terms and conditions and specifications as contained in the bid document.

I/we here by submit all the documents as required to meet the eligibility criteria as per provision of the bid notice/document.

I/We hereby confirm that this bid complies with the Bid validity, Bid security and other documents as required by the Bidding documents.

If any information furnished by me/us towards eligibility criteria of this tender is found to be incorrect at any time, penal action as deemed fit may be taken against me/us for which I/We shall have no claim against CIL/Subsidiary.

Until a formal agreement is prepared and executed, this bid and your subsequent Letter of Acceptance/Work Order shall constitute a binding contract between me/us and .... Coalfields Ltd.

Should this bid be accepted, I/we agree to furnish Performance Security within 28 days of issue of letter of acceptance and commence of the work within 10 days of issue of letter of acceptance. In case of our failure to abide by the said provision .... Coalfields Ltd. shall, without prejudice to any other right or remedy, be at liberty to cancel the letter of acceptance/award and to forfeit the Earnest Money and also debar us from participating future tenders for a minimum period of 12 months.

Yours faithfully,

Signature of Bidder

OR

Authorized signatory, in case of JV, All partners of JV

Encl. i) Earnest Money of Rs ..... vide ..... Dated.....  
ii).....

**QUALIFICATION INFORMATION**

(The information to be submitted by individual Bidder/or individual members of Joint Venture)

1. Bidders' Details

Sl. No.	Particulars	Remarks/Details
1	Constitution or Legal status of Bidder (attach)	
2	Place of registration:	
3	Principal place of business	
4	Power of Attorney of Bid signatory : (attach)	

- i) If an individual:
  - a) Full name :
  - b) Postal Address :
- ii) If proprietary firm:
  - a) Name of the Proprietor:
  - b) Full postal address of Firm/Proprietor:
- iii) If partnership firm :
  - a) Full name of partners:
  - b) Full postal addresses of the firm :
  - c) Partnership Deed:
- iv) In case of Company :
  - a) Date and place of registration :

- b) Memorandum & Articles of Association :
- c) Full postal address of the registered office:

In case of Joint Venture all relevant details in respect of all the partners be submitted.

1.2 Joint Venture:

Name of all partners of a Joint Venture (Not more than 3)
1. Lead partner
2. Partner
3. Partner

**NOTES:** Joint Venture must comply the requirements of cause 2.3 under Instruction To Bidders:

**Joint Venture Agreement be enclosed.**

1.3 Documents fulfilling Clause 3.3(A) of Qualifying Criteria under ITB be submitted

1.4 Evidence of adequacy of average annual financial turn over during last three years ending

31<sup>st</sup> March of the ..... (Previous) financial year should be at least 30% of the estimated value of the work, Refer Cl. 3.3(B)

Relevant balance sheets/Certificate be issued by practicing C.A (with Membership No. and Name) based on last three years balance sheet or other suitable documents acceptable to the department.

If the audited balance sheet for the immediately preceding year is not available in case of tender notified before 30<sup>th</sup> September, audited balance sheet/profit and loss statement and other financial statement of the three financial years immediately preceding the previous financial year may be adopted for evaluating the credentials of the bidder.

1.5 Details related to Net worth – Refer cl. 3.3 (c )

2.0 PERMANENT INCOME TAX ACCOUNT NO. (PAN) - enclose.

In case of Joint Venture, PAN in respect of all the Joint Venture Partners shall be submitted.

3.0 (a) DETAILS OF EARNEST MONEY/PERFORMANCE SECURITY

Details of Banker's Cheque /Demand Draft/B.G. along with Name of Banker on whom drawn:

Amount (Rs)

BG valid up to ..... (if applicable)

4.0 OTHER DETAILS

(a) Particulars of Registration for Sales Tax/VAT of any Indian State/UT, as applicable – enclose.  
(not applicable for only service oriented work)

(b) Particulars of Registration for Service Tax - enclose. (Not applicable for small service provider. However, a declaration issued by Practicing Chartered Accountant is to be enclosed certifying that the bidder is a small service provider and exempted from service tax registration).

In case of Joint Venture, Certificate of Registration with Sales Tax/VAT/Service Tax Department, as applicable, in respect of all the Joint Venture Partners shall be submitted.

5.0 Acceptance by the Bidder of conditions of contract as per Bid Documents: Attach signed copies of the bid document issued to them along with the Bid as proof of acceptance. Also enclose "Contractor's Bid" and "undertaking".

\_\_\_\_\_  
Signature of the Bidder.

\_\_\_\_\_  
In case of J.V. all partners of J.V.

NOTE: Separate sheets may be attached to furnish details, if necessary.

**UNDERTAKING**

On the letter head of the company by the Bidder or authorized officer having power of attorney to sign on behalf of the bidder

I/We, ..... Proprietor/Partner/Legal  
Attorney/Director/Accredited Representative of M/s ..... Solemnly declare that:

1. I/We am/are submitting Bid for the work ..... against Bid Notice No. ..... dated ..... and I/we offer to execute the work in accordance with all the terms, conditions and provisions of the bid.
2. Myself/Our Partners/Directors don't has/have any relative as employee of ..... (Name of the Company)
3. All information furnished by us in respect of fulfilment of eligibility criteria and qualification information of this Bid is complete, correct and true.
4. All copy of documents, credentials and documents submitted along with this Bid are genuine, authentic, true and valid.
5. I/We hereby authorize department to seek references/clarifications from our Bankers.
6. \*I/We have submitted particulars of existing Sales Tax/VAT registration. We also undertake that Certificate of Registration with appropriate Sales Tax/VAT Authority where the work will be executed shall be arranged before any payment is made to us.
7. We hereby undertake that we shall register and obtain license from the competent authority under the contract labour (Regulation & Abolition Act) as relevant, if applicable.
8. \*I/We hereby confirm that we have registration with CMPF/EPF Authorities. We shall make necessary payments as required under law.

Or

- I/We hereby undertake that we shall take appropriate steps for registration as relevant under CMPF/EPF authorities, if applicable. We shall make necessary payments as required under law.
- Delete whichever is not applicable.

9. \*\* I/We have not been banned or delisted by any Govt., or Quasi Govt. Agencies or PSUs.

(In case of JV, all partners are covered)

Or

\*\* I/We ..... have been banned by the organization named " ..... " for ..... a period of ..... year/s, effective from ..... to ..... [In case of JV, name(s) of the JV Partner(s)]

\*\* Delete whichever is not applicable.

10. I/We hereby declare that I shall/we will accept the Bid documents as available in the website and our Bid shall be rejected if any tampering in the Bid document is found to be detected at the time of opening of Bid or at any time thereafter and in such case department shall be free to take appropriate action as it deems fit.

In case of missing pages, I shall/We will abide by the terms and conditions etc. of the original Bid document as hoisted in the website of the company.

11. If any information and document submitted is found to be false/incorrect at any time, department may cancel my/our Bid and action as deemed fit may be taken against me/us, including termination of the contract, forfeiture of all dues including Earnest Money and banning/delisting of our firm and all partners of the firm etc.

Signature of the Bidder or his  
Authorized representative

Dated.....

In case of JV signature of all partners of JV

## **GENERAL TERMS AND CONDITIONS**

### **1. Definitions**

- i) The word “Employer” or “Company” or “Owner” wherever occurs in the conditions, means the ..... Limited, represented at Head Quarters of the Company by the ..... or his authorized representatives or any other officer specially deputed for the purpose who will employ the contractor.
- ii) The word “Principal Employer” wherever occurs, means the officer nominated by the Company to function on its behalf.
- iii) The word “Contractor/Contractors” wherever occurs means the successful bidder/bidders 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 and any constitutional, or otherwise change of which shall have prior approval of the employer.
- 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 apace 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 on its 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 authorized to be in charge of the works for the purpose of this contract. The Engineer-in-Charge/Designated Officer in Charge, who is of an appropriate seniority, will be responsible for supervising and administering the contract, certifying 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/lump sum 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 rate(s)/percentage rate(s) 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 person 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/e-mail to the last business address known to him who gives the notice.

xiv) "The constructional plant" means all appliances, tools, plants or machinery of 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:

- Drawings furnished by the owner with the bid document, if any, as a basis for proposals,
- Working drawings furnished by the Owner after issue of letter of acceptance of the tender to start the work.
- Subsequent working drawings furnished by the owner in phases during progress of the work, and
- Drawings, 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:

- Bureau of Indian Standards relevant to the works under the contract and their specifications.
- Indian Electricity Act and Rules and Regulations made there under.
- Indian Mines Act and Rules and Regulations made there under.
- Any other Act, rule and regulations applicable for employment of labour, safety provisions, payment of provident fund and compensation, insurance etc.

## 2. Contract Documents and Miscellaneous Provisions :

The following documents shall constitute the contract documents:

- Articles of Agreement.
- Letter of Acceptance of Bid/Work Order indicating deviation, if any, from the conditions of contract incorporated in the tender document issued to the bidder.
- Notice inviting Tender and Instructions to Bidders.
- Conditions of Contract including General Terms & Conditions of contract, Additional Terms & Conditions, Special Terms & Conditions, and Commercial Terms & Conditions etc. as applicable.
- Frozen terms & conditions/technical parameters and revised offer, if any.
- Specifications/scope of Work, if any.
- Schedule of quantities (or Bill of Quantities) along with accepted rate.
- Contract drawings and work programme.
- Safety Code etc. forming part of the tender.
- 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 authorized 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 and 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** The local Court, where the subject work is to be executed shall have exclusive jurisdiction in all matter arising under this contract.

**2.4** 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.

**2.5** Acceptance of Offer :

“Letter of Acceptance” - is an acceptance of offer by the company. The tenderer should acknowledge the receipt of the order within 10 days of mailing of LOA 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.

### **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 Specifications

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

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

### **4.00 Security Deposit :**

4.1 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.

4.2 Performance Security should be 5% of contract amount and should be submitted within 28 days of issuance of LOA by the successful bidder in any of the form given below:

\* a Bank Guarantee in the form given in the bid document from any Scheduled bank. The BG issued by outstation bank shall be operative at its local branch at ..... or branch at ..... Bank Guarantee against Performance Security shall be applicable if the amount of Performance Security exceeds Rs 5.0 lakhs.

\* Govt. Securities, FDR or any other form of deposit stipulated by the owner and duly pledged in favour of owner.

\* Demand Draft drawn in favour of ..... Coalfields Ltd. on any Scheduled Bank payable at its Branch at .....

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/1<sup>st</sup> part of security deposit.

The bid security deposited in the form of Demand draft/cash may be adjusted against the Performance security (1<sup>st</sup> part of security deposit) at bidder's option.

If performance security is provided by the successful bidder in the form of bank guarantee it shall be issued either

- 
- a) At Bidder's option by a Scheduled Bank, or
- b) By a foreign bank located in India and acceptable to the employer.

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

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

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

4.3 5% Performance Security should be refunded within 14 days of the issue of defect liability certificate (taking over certificate with a list of defects).

4.4 All running on account bills shall be paid at 95% (ninety five percent) of work value. The balance 5% shall be treated as retention money and will be second part of security deposit.

Retention Money may be refunded against equivalent Bank Guarantee, on written request of the contractor, on its accumulation to a minimum amount of Rs 5 lakhs subject to the condition that amount of any Bank Guarantee except last one, shall not be less Rs 5 lakhs.

However, Bank Guarantee against retention money shall be with suitable validity based on nature of work which shall be 90 days beyond the defect liability period, but in no case less than the period of one year.

Bank Guarantee is to be submitted in the format prescribed by the company. Bank Guarantee shall be irrevocable and will be from Scheduled Banks as elaborated at Cl.4.2.

4.5 Retention Money should be refunded after issue of No Defect Certificate.

4.6 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.

4.7 REFUND OF SECURITY DEPOSIT: 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.

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 (Performance Security) shall be refunded as elaborated at Cl.No.4.3.

The other half(Retention Money) shall be refunded to the contractor after issue of No Defect Certificate by the Engineer-in-Charge 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 (Taking over certificate with list of defects) is/are rectified to the satisfaction of the Engineer-in-Charge within the said defect liability period of six months or on its due extension till completion of the rectification works as required.
- b) In the case of building work or 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 leakages in roof, effloresces in walls, dampness, defects in drainage etc. should be rectified to the satisfaction of Engineer-in-Charge.

NB: In case of Maintenance contracts, that ends with successful completion of work, where question of Defect Liability Period does not arise (e.g. sweeping/cleaning, horticulture, tank cleaning, jungle cutting, grass cutting, surface dressing etc.), the performance security and retention money (second part of bid security) can be released simultaneously after completion of work and taking over by department.

4.8 Additional performance security: (applicable for item rate as well as percentage rate tenders): Additional performance security shall be applicable if the bid price is below 15% of the justified price, finalized by the owner. The amount of such additional performance security shall be the difference between 85% of the owner's justified price and quoted price.

Justified price shall be finalized by the owner on the basis of prevalent market rate of materials and labour analysed as per standard analysis of rate of CPWD/NBO, and shall be binding on the bidder.

Additional performance security shall be furnished by bidder along with normal performance security.

Failure to submit such additional performance security may result into termination of the contract.

This additional performance security will not carry any interest and shall be released in the following manner:

- i) 30% of Additional performance security will be released after 60% of the total work is completed.
- ii) 50% of Additional performance security will be released after 80% of the total work is completed.
- iii) 100% of Additional performance security will be released after total work is completed.

Additional performance security may be furnished in the shape of BG or any of the forms as applicable for performance security.

**4.9 Refund of Security Deposit regarding Specialized Item of Works (shall be applicable only when relevant item exists in the contract and shall be for 10% of value of such items in the contract or for 10% of value of contract with such specialized items only).**

- a) For some specialized items of work such as anti-termite treatment, waterproofing work, kiln seasoned and chemically treated wooden shutters, or any other item of work deemed as such 'specialized' by Engineer-in-Charge that are entrusted to specialized firms or contractors who associate specialized agencies, the contractor/firm executing the work should be asked to give a specific guarantee that they shall be responsible for removal of any defects cropping up in these works executed by them during the guarantee period. The form of the guarantee to be executed by the contractors shall be as enclosed.
- b) 10% of the security (performance security and retention money) deposited/deducted from the bills of the contractors, relevant to the item(s) , shall be refunded to him after expiry of Guarantee period. The security

amount relevant to the item(s) of work, may be released after 12 months of completion of work against equivalent BG and furnishing Guarantee as at (a) above.

4.10 Refund of security deposit for contracts with supply installation and commissioning of equipment i.e. with Mechanical & Electrical Works (shall be applicable only when relevant item exists in the contract)

For some specialized contracts like Pump house, Intake well etc. there may be Civil works as well as Mechanical and Electrical works. For such works 10% as security deposit (performance security and retention money) – deposited/deducted from the bills of the contractors shall be refunded to him after expiry of guarantee period, which will be one year from the date of commissioning of equipment/completion of work and/or rectification of any defect which may be detected in the individual equipment for the whole system under the contract, whichever is later.

In addition, all types of manufacturers guarantee/warranty wherever applicable are to be issued/revaluated in the name of the owner by the contractual agency and will be covered with relevant counter guarantee. Bank guarantees furnished against Performance Security and Retention Money shall be validated for a period 90 days beyond the guarantee period.

#### **4. 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 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 work(s) 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/ork-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 extra 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.

However, if the extra item is not available in company's approved SOR, then the rate for such extra item(s) shall be dealt as at (c ) below.

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

In case of composite item rate tenders, where two or more schedule of quantities for similar item description may form part of the contract, the applicable rates shall be taken from the Schedule of Quantities of that particular part in which the deviation is involved, failing that at the lowest applicable rate for the similar item of work in the other schedule of quantities.

For deviation of rates based on analysis, the same shall be done by analysis on prevalent market rate of materials and labour based on standard norms of analysis of rate of C.P.W.D./N.B.O.

d) In case of extra item(s) that are completely new, and are in addition to the items contained in the contract, the contractor may within 15 days of receipt of order or occurrence of the item(s) claim rates, supported by proper analysis. The Engineer-in-Charge shall determine the rate(s) by analysis based on prevalent market rate of material and labour and on standard norms of analysis of rate of CPWD/NBO.

e) 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) & (c) 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. GM© 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 of the agreement schedule) shall be made in the contractors running on account bills, till the revised estimate/ deviation estimate regularizing these items are sanctioned by the competent authority of the company, at the provisional rates and shall not exceed:

- a) 75% of the rate recommended by the Engineer-in-Charge to the accepting authority of the company i.e. GM(C) of the company or SO(C) of the Area, if the rate is directly available in the SOR of the company/ if the rate is derived from available rate of BOQ.
- b) 50% of the rate recommended by the Engineer-in-Charge to the accepting authority of the company, i.e. GM(C) of the company or SO(C) of the Area, if it is analysed item rates based on prevalent market rates of materials and labour following CPWD/NBO norms.

Total payment for such extra items of work shall not exceed 10% of work order/agreement value/ approved deviation estimate value. Also total payment including extra items of work shall not exceed the work order/agreement/approved deviation estimate value.

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 labour analysed 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 rate tenders 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, unless otherwise defined in the contract.

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

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

5.7 The time of 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 the 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 (i) 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.

6. **Time for Completion of Contract, Extension thereof, Defaults and Compensation for**

**Delay**

Time is the essence of the contract and as such all works shall be completed within the time stipulated in the contract/work order. 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/PERT CPM techniques on the basis of a construction schedule submitted by the contractor at the time of executing contract showing the order in which the work is proposed to be carried out within the time specified in the 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 (1/2 %) of the contract amount/Revised Contract amount whichever is less, per week of delay.

OR

- ii) 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.
- 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 unprecedeted 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 exists.

- 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. Material 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 in writing 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 issuing store 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 up to 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. Or above length as far as possible.

If the wastage of steel is more than the permissible variation mentioned above the cost of 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 3% for value of work above Rs 10.00 lakhs. In the event of cement consumed is more/less than specified above, the recovery for the quantity of 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 these were originally issued taking into consideration the deterioration or damage, if any, that may have been caused during the custody of the contractor. In the event, the contractor fails to return the surplus materials out of those supplied by the company, the Engineer-in-Charge may, in addition to any other liability which the contractor would incur in this regard, by giving notice in writing require the contractor to pay the amount at double the issue rate for such unreturned surplus materials or 115% of the prevailing market rate including Sales Tax & General Tax during the period of work, whichever is more.

7.10 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 expenses 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 (as enclosed or in absence of enclosed specifications current CPWD/BIS specifications) instructions of the Engineer-in-Charge. The Engineer-in-Charge may issue, from time to time, further drawings, detailed instructions/directions in writing to the contractor. All such drawings, instructions/directions shall be consistent with the contract documents and should be reasonably inferable there from, along with clarifications/explanations thereof, if necessary. However, the contractor will be solely responsible for design and erection of all temporary structures required in connection with the work.

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 workman like manner with the materials as per specification which shall be subject to the approval of the company. All work under execution in pursuance of the contract shall be open to inspection and supervision by the Engineer-in-Charge or by his authorized representative or any other official of higher rank or any other person authorized by the company in his behalf & 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 be bound to furnish fresh sample, if disapproved by the Engineer-in-Charge, for his approval. 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. However, Engineer-in-Charge's approval for any sample, design/drawings (permanent/temporary structures) shall not alter contractor's full responsibility whatsoever for the performance and safety of the executed job.

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 than 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. All such expenses born by the contractor are not to be paid separately by the employer and shall be assumed covered in accepted prices.

The cost of any other tests, if so required by the Engineer-in-Charge, shall be borne by the company. However 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 the cost shall be borne by the contractor.

8.7 Access to the works: The Engineer-in-Charge and any person authorized by the company shall at all times have access to the works and to all workshops and places where work is being prepared or from where materials, manufactured articles are being obtained for the works and the contractor shall afford every facility for 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 there from, 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 there from under any circumstances. It shall be the property of the company. The Engineer-in-Charge or his authorized representative shall duly record his observations regarding any work which needs action on the part of the contractor like, improvement in the quality of work, failure to adhere to the scheduled programme etc. as per contract/work order. The contractor shall promptly sign the site order book and note the orders given therein by the EIC or his representative and comply with them. The compliance shall be reported by the contractor in writing to EIC in time so that it can be checked.

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

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

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

Materials shall be placed under cover when so directed and the contractor shall erect and maintain at his own cost temporary 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. The 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 there from. Measurements of completed work/portion of completed work shall be recorded only in the Measurement Books.

**9.2** Measurement shall be taken jointly by the Engineer-in-Charge or his authorized representative and by the contractor or his authorized representative.

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

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

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

Measurement of the extra items of work or excess quantities of work duly authorized in writing by the Engineer-in-Charge shall also be taken and recorded in the M.B. based on the existing items in the SOR of the company

and if such items do not exist in the company's SOR, the description of the work shall be as per actual execution. Payment for such extra items will be based on the rates to be derived as described in the relevant clauses of the contract/work order.

9.5 No work shall be covered up or put out of view without the approval by the Engineer-in-Charge and recording of measurements and check measurement thereof duly accepted by the contractor. The contractor shall provide full opportunity to the Engineer-in-Charge or his representative to examine 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 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 along with the on account bills only up to 10% of the quantity provided in the agreement subject to overall value of work not exceeding the agreement value.

(ii) The GM(Civil) of the company and/or the Staff Officer(C) of the Area may authorize interim payment for excess work done up to 20% of the quantity of work provided in the Bill of Quantity of the work awarded from Company level and Area level respectively subject to overall value of work done does not exceed the contract value. This however, shall not be applicable for High Value Items.

c) Extra items of work executed will be paid on specific written authorization of GM(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 regularizing the extra items and excess quantities of work is sanctioned by the competent authority of the company with the concurrence of the Finance Department of the company.

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

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

The payments shall be released against the final bill subject to all deductions which may be made on account of materials supplied, water supply for construction, supply of electricity and any other dues payable by the contractor to the company, and further subject to the contractor having given to the Engineer-in-Charge a no claim certificate.

The contractor shall indemnify the company against proof of depositing royalty on account of minor minerals used in the work before the final bill is processed for payments. The final payment to be made will also be subject to Clause 4.6 & 4.7 of the General Terms & Conditions of the contract.

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

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

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

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

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

- i. Signature of Subordinate Engineer(Civil)/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 Sr. Officer(C) /Asstt. Manager(Civil) with appropriate check measurements in the MB's and the bill form.
- iii. Signature of Dy.Manager(C) /Manager(C) with appropriate check measurements in MB's and the bill form.
- iv. Signature of Engineer-in-Charge as per definition as at clause 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.

(In case of non-availability of officials as at (i) above, company may authorize suitable executives for the works outlined at (i). Further for check measurement also company may authorize Executives based on availability.

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 non-judicial 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 50.00 lakhs only.

Secured advance for structural steel sections, reinforcement steel and cement, collected at site, will be paid up to 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 RCC 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 cements products
4. Finished timber products such as doors, windows, flush doors, particles 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 and Building and Construction Workers Cess (as applicable in States) 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 any thing further in this regard.

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

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

The company shall, in addition to other remedial steps to be taken as provided in the conditions of contract be entitled to cancel the contract in full or in part, and whether the date of completion has or has not elapsed, by notice in writing if the contractor:-

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

Or

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

Or

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

Or

d) Shall offer or give or agree to give any person in the service of the company or to any other person on his behalf any gift or consideration of any kind as an inducement or reward for act/acts of 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 reorganization, or a receiver or manager is appointed by the court on the application by the debenture holders of the contractor's company, if any.

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

d) On the death of the contractor being a proprietary concern or of any of the partners in the case of a partnership concern and the company is not satisfied that the legal representative of the deceased proprietor or the other surviving partners of the partnership concern are capable of carrying out and completing the contract. The decision of the company in this respect shall be final and binding which is to be intimated in writing to 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 provision 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 water supply for the work including supply to labour/staff quarters, office etc.
- b) To pay the contractor at the contract rates full amount for works executed and measured at site up to the date of such abandonment.
- c) To pay for the materials brought to site or to be delivered at site, which the contractor is legally liable to pay, for the purpose of consumption in works carried 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) & € 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 part work was issued to the contractor. The contractor, from whom part work is being taken out, shall not be allowed to participate in the tendering process if any.

If the expenses incurred by the department is less than the amount payable to the contractor at his agreement rates, the difference shall not be payable to the contractor.

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 or procured only materials or entered into any engagements or made any advance on any account or with a view to the execution of the work or the performance of the contract.

### **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 procedure specified therein, the contractor shall give notice of completion of work, as soon as the work is completed, to the Engineer-in-Charge. The Engineer-in-Charge and or any other Officer, nominated for the purpose by the company, shall within 30 (thirty) days from the receipt thereof, inspect the work and as certain 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, scaffolding, 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.

Sl.No.	Value of Work	Manpower Requirement
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 as assessed by Engineer-in-Charge or as specifically mentioned in the bid. 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 shall indemnify the company against any claim on this account.

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

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

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

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

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

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

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

ix)All duties, taxes (excluding Service Tax only) and other levies, octroi, royalty, building and construction workers cess (as applicable in States), whether local, municipal, provincial or central pertaining to the contract payable by the Contractor under the Contract (during the entire period of contract), or for any other cause as applicable on the last date of submission of Bid, shall be included in the rates, prices and the total Bid Price submitted by the Bidder. All investments, operating expenses, incidentals, overheads, lifts, carriages, tools and plants 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.

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

Similarly if there is any decrease in such duties, taxes and levies the same shall become recoverable from the contractor. The details of such duties, taxes and other levies along with rates shall be declared by the bidder in the Price bid.

The item wise rate quoted shall be exclusive of service tax (share of service provider). Service tax (share of service provider) will be paid extra, if payable. Payment of service tax (share of service provider) by service aviler (i.e. CIL/Subsidiary), to the service provider would be made only on the latter submitting a Bill/Invoice in accordance with the provision of relevant service tax rules. CENVAT credit is to be availed by paying authority as per rule.

Payment/deposit of service tax (share of service provider) is the responsibility of the service provider.

The rates and prices quoted by the Bidder shall be fixed for the duration of the contract and shall not be subject to variations on any account except to the extent variations allowed as per the conditions of the contract of the bidding document.

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 of collection of minor minerals in area (both virgin and non-virgin), acquired by the Company under the Coal Act, the contractor will have to produce a royalty clearance certificate from the District Authorities before full and final payment.

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. Prior permission is required to be taken from the owner for engagement of sub-contractor in part work/piece rated work.

xiii) a) No fruit trees or valuable plants or trees with trunk diameter exceeding 150 mm shall be pulled, destroyed or damaged by the contractor/contractors or any of his/their employees without the prior permission of the company, failing which the cost of such trees or plants shall be deducted from the contractor/contractors dues at the rate to be decided by the company. The rates quoted are supposed to include clearance of shrubs and jungles and removal of such trees up to 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 labourer 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. The contractor/contractors shall make necessary payments of the provident fund for the workmen employed by him for the work as per the laws prevailing under provisions of CMPF and allied scheme and Miscellaneous Provisions Act, 1948 or Employees Provident Fund and Miscellaneous Provisions Act 1952 as the case may be.

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 including payment of provident fund 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 up to 5% of the total contract value for the delay in handing over the vacant possession of the completed works after giving a 15 (fifteen) days notice to the contractor.

xviii) Insurance - 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 (except for reasons which are beyond control of the contractor or 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.

The contractor/contractors shall take following insurance policies during the full contract period at his own cost:

a) In the case of construction works, without limiting the obligations and responsibilities under the contract, the contractor shall take insurance policy for the works and for all materials at site so that the value of the works executed and the materials at site up to date are sufficiently covered against risk of loss/damage to the extent as permissible under the law of insurance. The contractor shall arrange insurance in joint names of the company and the contractor. All premiums and other insurance charges of the said insurance policy shall be borne by the contractor.

The terms of the insurance policy shall be such that all insurance claims and compensations payable by the insurers, shall be paid to the Employer and the same shall be released 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. Policies and certificates for insurance shall be delivered by the contractor to the EIC for his approval before the starting date. Alterations to the terms of insurance shall not be made without the approval of EIC.,

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.

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

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

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

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

xxv) Approval by the Nodal Officer/Engineer-in-Charge or his nominee: The contractor shall submit specifications and drawings showing the proposed temporary 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 September 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.

#### **16 Settlement of Disputes**

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 contractors shall be entertained by the company.

Effort shall be made to resolve the dispute in two stages

In first stage dispute shall be referred to Area GM or GM/HOD(C ). If difference still persist the dispute shall be referred to a committee constituted by the owner. The committee shall have one member of the rank of Director of the company who shall be chairman of the committee.

If differences still persist, the settlement of the dispute shall be resolved in the following manner:

Disputes relating to the commercial contracts with Central Public Sector Enterprises/Govt. Departments (except Railways, Income Tax, Customs & excise duties)/State Public Sector Enterprises shall be referred by either party for Arbitration to the PMA (Permanent Machinery of Arbitration) in the department of Public Enterprises.

In case of parties other than Govt. Agencies, the redressal of the dispute may be sought in the Court of Law.

The following additional terms and conditions are also acceptable to the company. The tenderers are requested not to quote any further additional conditions in the tender.

## ADDITIONAL TERMS AND CONDITIONS

The following additional terms and conditions are also acceptable to the company. The tenderers are requested not to quote any further additional conditions in the tender.

### **1. Mobilization Advance**

- i) No mobilization advance is payable for works whose estimated value is less than Rs 100.00 lakhs
- ii) In the case of turnkey work whose estimated value is more than Rs 100 lakhs a maximum of 10% of the total contract value of work will be paid as mobilization advance subject to submission of Bank Guarantee equal to 110% of the advance amount. The mobilization advance shall be paid in two installments.
- iii) In case of other civil works valued more than Rs 100 lakhs mobilization advance will be paid upto 5% of the contract value subject to submission of Bank Guarantee equal to 110% of the advance amount. The mobilization advance shall be paid in two installments.
- iv) However, such mobilization advance will carry interest on the basis of CIL's borrowing rate under cash credit arrangement as varying from time to time.
- v) The mobilization advance shall be recovered from the bills of the contractor from the 2<sup>nd</sup> running account bill onwards @ 20% of the advance amount paid and full recovery would be ensured before or with the Final Bill.
- vi) The value of Bank Guarantee may be reduced to the extent such advance is recovered by the company subject to the conditions that the value of Bank Guarantee amount at any time is more than the recoverable outstanding advance. Bank Guarantee shall be irrevocable and from a Scheduled- Bank acceptable to the Company.

### **2. Application of Price Variation Clause.**

If the prices of materials (not being the materials supplied at fixed issue rates by the company) and wages of labour required for execution of the work increase or decrease, the contractor shall be compensated for such increase or recoveries will be made from the bills for such decrease as per provisions detailed hereafter:

- a) The amount of the contract shall accordingly be varied subject to the condition that such compensation for escalation/de-escalation in price shall be available only for the work done during the stipulated period of the contract including such period for which the contract is validly extended under the provisions of the contract without any penal action. The Price Variation Clause shall not be applicable for works of capital nature, for which stipulated period of completion is six months or less. For regular maintenance/Service contract, price variation shall not be applicable where stipulated period of completion is twelve months or less.
- b) The base date for working out such escalation/de-escalation shall be the last date on which the bids (inclusive of price part) or revised price bids (inclusive of revised offer) were stipulated to be received.
- c) The compensation for escalation or recoveries to be made shall be worked out at quarterly intervals and shall be with respect to the cost of work done during the previous three months. The first such payment will be made at the end of three months after the month (excluding) in which the tender was accepted and thereafter at three months' interval.
- d) Job specific modification in the formulae of price variation given in the following paras) can be done with the approval of the CMD of the company.

**2.1 Escalation/De-escalation for Labour:** The amount paid to the contractor for the work done shall be adjusted for increase or decrease in the cost of labour and the cost shall be calculated quarterly in accordance with the following formula:

$$VL = W \times \frac{A}{100} \times \frac{L-Lo}{Lo}$$

Where:

VL = Variation in labour cost i.e., increase or decrease in the amount in rupees to be paid or recovered.

W= Value of work done during the period under reckoning to which the escalation/de-escalation relates as indicated in clause 2.4 of the Additional Terms & Conditions of the contract

A = Component of labour expressed as percentage of the total value of the work adopted from the Table-1.

Lo= Minimum wages for unskilled workers payable as per the Minimum Wages Act/ Rules of the State or Central Govt., whichever is more, applicable to the place of work as on the last date stipulated for receipt of the bids (inclusive of price part) or revised price bids whichever is later.

L= Revised minimum wages of unskilled worker corresponding to Lo during the period to which the escalation/de-escalation relates.

**2.2 Escalation/De-escalation on Materials:** The amount to be paid to the contractor for the work done will be adjusted for increase or decrease in the cost of materials and the cost shall be calculated quarterly in accordance with the following formula:

$$Vm = W \times \frac{B}{100} \times \frac{M-Mo}{Mo}$$

Where:

Vm= Variation in the material cost i.e. increase or decrease in the amount in rupees to be paid or recovered.

W= Cost of work done during the period under reckoning to which the escalation/de-escalation relates as indicated in clause 2.4 of the Additional Terms & Conditions of the contract.

B = Component of material expressed as percentage of the total value of the work adopted from the Table-1.

M= Average All India Wholesale Price Index for all commodities for the period to which escalation/de-escalation relates as published by the RBI Bulletin, Ministry of Industry & Commerce, Govt. of India.

Mo = All India Wholesale Price Index for all commodities as published by the RBI Bulletin, Ministry of Industry & Commerce, Govt. of India, relating to the last date on which the bids (inclusive of price part) or revised price bids whichever is later were stipulated to be received.

**2.3 Escalation/De-escalation on POL :** The amount to be paid to the contractor for the work done shall be adjusted for the increase or decrease in the cost of POL and the cost shall be calculated quarterly in accordance with the formula given below:

$$Vf = W \times \frac{C}{100} \times \frac{F - Fo}{Fo}$$

Where:

Vf= Variation in the cost of fuel, oil and lubricants increase or decrease in the rupees to be paid or recovered.

W= Value of work done during the period under reckoning to which the escalation/de-escalation relates as indicated in clause 2.4 of the Additional terms & Conditions of the contract.

C= Component of POL expressed as percentage of the total cost of the work taken from Table-1.

F= Average Index Number for wholesale price for the group of 'Fuel, Power, Light & Lubricants' as published by the Economic Adviser, Ministry of Industry, Govt. of India for the period to which the escalation/de-escalation relates.

Fo = Index number of wholesale price for the group, Fuel, Power, light & lubricants as published by the Economic Adviser, Ministry of Industry, Govt. of India prevalent on the last date of receipt of bids (inclusive of Price Part) or revised price bids whichever is later.

**2.4 While calculating the value of "W" the following may be noted:** The cost on which the escalation will be payable shall be reckoned as 85% of the cost of work as per the bills to which escalation relates, and from this amount the value of materials supplied or services rendered at the prescribed charges under the relevant provisions of the contract, and proposed to be recovered in the particular bill, shall be deducted before the amount of compensation for escalation or de-escalation is worked out. In the case of materials brought to site for which any secured advance is included in the bill, the full value of such materials as assessed by the Engineer-in-Charge (and not the reduced amount for which secured advance has been paid) shall be included in the cost of work done for operation of this clause. Similarly, when such materials are incorporated in the work and the secured advance is deducted from the bill, the full assessed value of the materials originally considered for operation of this clause should be deducted from the cost of the work shown in the bill, running or final. Further the cost of work shall not include any work for which payment is made at prevailing market rates.

**2.5** In the event the price of materials and/or wages of labour required for execution of the work decreases, there shall be downward adjustment of the cost of work so that such price of materials and/or wages of labour shall be deductible from the cost of work under this contract and in this regard the formulae herein before stated under this clause shall mutatis/mutandis apply. No such adjustment for the increase/ decrease in material price and/or wages of labour before mentioned would be made in case of contracts related to capital works, in which the stipulated period of completion of the work is six (6) months or less. However for Maintenance works any adjustment for the increase or decrease in material price or wages of labour would be made only when the stipulated period of completion of the work is twelve (12) months or less.

#### **2.6 Application of Price Variation Clause during extended period of Contracts.**

The Price Variation Clause as stated above will be applied for extended time frame of a contact by following the principle stated as under:

- i) Normally, if and when it is understood that a contract is not going to be completed within the scheduled time period, the contract is kept operative by extending the time of completion provisionally. During this provisional extended period the operation of the Price Variation Clause will remain suspended.
- ii) If and when it is decided at the end of the successful completion of the work that the delay was due to causes not attributable to the contractor, then the Price Variation Clause will be revived and applied as if the scheduled date of completion has been shifted to the approved extended date.
- iii) If it is decided at the end of successful completion of the work that the delay was due to the fault of the contractor then the Price Variation Clause will not be revived and no further payment will be made to the contractor on this account. Additionally the Clause related to Compensation for delay will be applied.

No payment will be made by applying "FROZEN INDICES" under any circumstances.

**Table – 1**

Value of A, B & C in the escalation formula in the additional terms & conditions for Civil Works:

Sl. No.	Particulars	A% (Labour Component)	B% (Material Component)	C% (POL Component)	Remarks
1	For building works	25	75	Nil	
2	For Road works	15	80	05	
3	For external sewerage, External water supply, and external electrification	10	90	Nil	
4	For external water supply, external sanitary and external electrification (through labour rate contract)	75	25	Nil	
5	For steel structural works	15	85	Nil	
6	For steel structural works with Deptt. free supply of rolled steel sections (through labour rate contract)	75	25	Nil	
7	For Coal Handling Plant Civil Works	25	75	Nil	
8	For under-ground civil works such as Incline Drivage, Shaft Sinking etc.	35	65	Nil	
9	For only labour oriented works of maintenance nature	100	Nil	Nil	

For all other works not listed above, the component of labour, material and POL of the total cost of work shall be as specifically indicated in the tender document.

## **SAFETY CODE**

1. Suitable scaffolds should be provided for workmen for all works that cannot safely be done from the ground, or from solid construction except such short period work as can be done safely from ladders. When a ladder is used, an extra mazdoor shall be engaged for holding the ladder and if the ladder is used for carrying materials as well suitable footholds and hand-hold shall be provided on the ladder and the ladder shall be given an inclination not steeper than  $\frac{1}{4}$  to 1 ( $\frac{1}{4}$  horizontal and 1 vertical).
2. Scaffolding of staging more than 3.6 m (12 ft.) above the ground or floor, swung or suspended from an overhead support or erected with stationary support shall have a guard rail properly attached or bolted, braced and otherwise secured at least 90 cm (3 ft) high above the floor or platform of such scaffolding or staging and extending along the entire length of the outside 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 swaying from the building or structure.
3. Working platforms, gangways and stairways should be so constructed that they should not sag unduly or unequally, and if the height of the platform or the gangway or the stairway is more than 3.6 m (12 ft) above ground level, they should be closely boarded, should have adequate width and should be suitably fastened as described in (2) above.
4. Every opening in the floor of a building or in a working platform shall be provided with suitable means to prevent the fall of person or materials by providing suitable fencing or railing whose minimum height shall be 90 cm (3 ft.)
5. Safety means of access shall be provided to all working platforms and other working places. Every ladder shall be securely fixed. No portable single ladder shall be over 9 m (30 ft) in length while the width between side rails in rung ladder shall in no case be less than 20 cm (11  $\frac{1}{2}$ ") for ladder upto and including 3 m (10 ft) in length. For longer ladders, this width should be increased at least  $\frac{1}{4}$ " for additional 30 cm (1 ft) of length. Uniform step spacing of not more than 30 cm shall be kept. Adequate precautions shall be taken to prevent danger from electrical equipment. No materials on any of the sites or work shall be so stacked or placed as to cause danger or inconvenience to any person or the public. The contractor shall 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 law that may be brought by any person for injury sustained owing to neglect of the above precautions and to pay any damages and cost which may be awarded in any such suit; action or proceedings to any such person or which may, with the consent of the contractor, be paid to compensate any claim by any such person.
6. Excavation and Trenching: All trenches 1.2 m (4 ft) or more in depth, shall at all times be supplied with at least one ladder for each 30 m. (100 ft.) in length or fraction thereof. Ladder shall extend from bottom of the trench to at least 90 cm (3 ft) above the surface of the ground. The side of the trenches which are 1.5 m (5 ft) or more in depth shall be stepped back to give suitable slope or securely held by timber bracing, so as to avoid the danger of sides collapsing. The excavated materials shall not be placed within 1.5 m (5 ft) of the edges of the trench or half of the depth of the trench whichever is more. Cutting shall be done from top to bottom. Under no circumstances, undermining or undercutting shall be done.
7. Demolition : before any demolition work is commenced and also during the progress of the work,
  - i. All roads and open areas adjacent to the work site shall either be closed or suitably protected.
  - ii. No electric cable or apparatus which is liable to be a source of danger or a cable or apparatus used by the operator shall remain electrically charged.
  - iii. 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 overloaded with debris or materials as to render it unsafe.
8. All necessary personal safety equipment as considered adequate by the Engineer-in-Charge should be kept available for the 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:-  
The following safety equipment shall invariably be provided.
  - i) Workers employed on mixing asphaltic materials, cement and lime mortars shall be provided with protective footwear and protective goggles.
  - ii) Those engaged in white washing and mixing or stacking of cement bags or any material which is injurious to the eyes, shall be provided with protective goggles.
  - iii) Those engaged in welding works shall be provided with welder's protective eye-shields
  - iv) Stone breaker shall be provided with protective goggles and protective clothing and seated at sufficiently safe intervals.
  - v) When workers are employed in sewers and manholes, which are in active use, the contractors shall ensure that the manhole covers are opened and 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 warming signals or boards to prevent accident to the public . In addition, the contractor shall ensure that the following safety measures are adhered to:-

- a) Entry for workers into the line shall not be allowed except under supervision of the Engineering Assistant or any other higher officer.
- b) At least 5 to 6 manholes upstream and downstream should be kept open for at least 2 to 3 hours before any man is allowed to enter into the manhole for working inside.
- c) Before entry, presence of Toxic gases should be tested by inserting wet lead acetate paper which changes colour in the presence of such gases and gives indication of their presence.
- d) Presence of Oxygen should be verified by lowering a detector lamp into the manhole. In case, no Oxygen is found inside the sewer line, workers should be sent only with Oxygen kit.
- e) Safety belt with rope should be provided to the workers. While working inside the manholes, such rope should be handled by two men standing outside to enable him to be pulled out during emergency.
- f) The area should be barricaded or cordoned off by suitable means to avoid mishaps of any kind. Proper warming signs should be displayed for the safety of the public whenever cleaning works are undertaken during night or day.
- g) No smoking or open flames shall be allowed near the blocked manhole being cleaned.
- h) The malba obtained on account of cleaning of blocked manholes and sewer lines should be immediately removed to avoid accidents on account of slippery nature of the malba.
- i) Workers should not be allowed to work inside the manhole continuously. He should be given rest intermittently. The Engineer-in-Charge may decide the time up to which a worker may be allowed to work continuously inside the manhole.
- j) Gas masks with Oxygen Cylinder should be kept at site for use in emergency.
- k) Air-blowers should be used for flow of fresh air through the manholes. Whenever called for, portable air blowers are recommended for ventilating the manholes. The Motors for these shall be vapour proof and of totally enclosed type. Non sparking gas engines also could be used but they should be placed at least 2 meters away from the opening and on the leeward side protected from wind so that they will not be a source of friction on any inflammable gas that might be present.
- l) The workers engaged for cleaning the manholes/sewers should be properly trained before allowing to work in the manhole.
- m) The workers shall be provided with Gumboots or non-sparking shoes bump helmets and gloves non sparking tools safety lights and gas masks and portable air blowers (when necessary). They must be supplied with barrier cream for anointing the limbs before working inside the sewer lines.
- n) Workmen descending a manhole shall try each ladder stop or rung carefully before putting his full weight on it to guard against insecure fastening due to corrosion of the rung fixed to manhole well.
- o) If a man has received a physical injury, he should be brought out of the sewer immediately and adequate medical aid should be provided to him.
- p) The extents to which these precautions are to be taken depend on individual situation but the decision of the Engineer-in-Charge regarding the steps to be taken in this regard in an individual case will be final.
- vi) The Contractor shall not employ men and women below the age of 18 years on the work of painting with products containing lead in any form. Wherever men above the age of 18 are employed on the work of lead painting, the following precaution should be taken:-
  - a) No paint containing lead or lead products shall be used except in the form of paste or readymade paint.
  - b) Suitable face masks should be supplied for use by the workers when paint is applied in the form of spray or a surface having lead paint is dry rubbed and scrapped.
  - c) Overalls shall be supplied by the contractors to the workmen and adequate facilities shall be provided to enable the working painters to wash during and on the cessation of work.
  - d) Measures shall be taken, wherever practicable, to prevent danger arising out of from dust caused by dry rubbing down and scraping.
  - e) Adequate facilities shall be provided to enable working painters to wash during and on cessation of work.
  - f) Overall shall be worn by working painters during the whole of working period.

- g) Suitable arrangement shall be made to prevent clothing put off during working hours being spoiled by painting materials.
- 9. When the work is done near any place where there is risk of drowning, all necessary equipments should be provided and kept ready for use and all necessary steps taken 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 obtained during the course of the work.
- 10. Use of hoisting machines and tackle including their attachments, anchorage and supports shall conform to the following standards or conditions:-
  - i)(a) These shall be of good mechanical construction, sound materials and adequate strength and free from patent defects and shall be kept repaired and in good working order.
  - (b) Every rope used in hoisting or lowering materials or as a means of suspension shall be of durable quality and adequate strength, and free from patent defects.
  - ii) Every crane driver or hoisting appliance operator, shall be properly qualified and no person under the age of 21 years should be in charge of any hoisting machine including any scaffolding winch or given signals to operator.
  - iii) In case of every hoisting machine and of every chain ring hook, shackle swivel and pulley block used in hoisting 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 a hoisting machine having a variable safe working load each safe working load and the condition under which it is applicable shall be clearly indicated. No part of any machine or any gear referred to above in this paragraph shall be loaded beyond the safe working load except for the purpose of testing.
  - iv) In case of departmental machines, the safe working load shall be notified by the Electrical Engineer-in-Charge. As regards contractor's machines the contractors shall notify the safe working load of the machine to the Engineer-in-Charge whenever he brings any machinery to site of work and get it verified by the Electrical Engineer concerned.
- 11. Motors, gearing, transmission, electric wiring and other dangerous parts of hoisting appliances should be provided with efficient safeguards. Hoisting appliances should be provided with such means as will reduce to the minimum the risk of accidental descent of the load. Adequate precautions should be taken to reduce to the minimum the risk of any part of a suspended load becoming accidentally displaced. When workers are employed on electrical installations which are already energized, insulating mats, wearing apparel, such as gloves, sleeves and boots as may be necessary should be provided. The worker should not wear any rings, watches and carry keys or other materials which are good conductors of electricity.
- 12. All scaffolds, ladders and other safety devices mentioned or described herein shall be maintained in safe condition and no scaffold, ladder or equipment shall be altered or removed while it is in use. Adequate washing facilities should be provided at or near places of work.
- 13. These safety provisions should be brought to the notice of all concerned by display on a notice board at a prominent place at work spot. The person responsible for compliance of the safety code shall be named therein by the contractor.
- 14. To ensure effective enforcement of the rules and regulations relating to safety precautions the arrangements made by the contractor shall be open to inspection by the Labour Officer or Engineer-in-Charge of the department or their representatives.
- 15. Notwithstanding the above clauses from (1) to (14), there is nothing in these to exempt the contractor from the operations of any other Act or Rule in force in the Republic of India.

## TECHNICAL SPECIFICATIONS

### Technical Specifications to be followed

#### Civil Engineering Works

Latest CPWD specification shall be adopted. Presently CPWD specifications 2009 Vol. I & II is in vogue which may be followed. These specifications cover all type of Building Works. The specifications are available as a printed document issued by CPWD and also in soft copy PDF format in CPD website.

#### Electrical Engineering Works

Latest CPWD specification shall be adopted. Presently the following are in vogue:

Part No.	Description	Year of Issue
I	Internal	2013
III	Lifts and Escalators	2003
V	Wet Riser And Sprinklers System	2006
VI	Heating, Ventilation and Air Conditioning Works	2005

\*Roads And Bridges

Standard specifications issued by ministry of surface transport may be followed. Presently MORTH Specifications on roads and bridges 2013 is available. These specifications cover exhaustively various roads and bridge works (Applicable for important and major roads)

\*Delete if not applicable

**MANDATE FORM FOR ELECTRONIC FUND TRANSFER/INTERNET BANKING PAYMENT**

1. Name of the Bidder : .....
2. Address of the Bidder: .....

City..... Pin Code .....

E-mail Id .....

Permanent Account Number.....

3. Particulars of Bank:

Bank Name								Branch Name					
Branch Place								Branch City					
Pin Code								Branch Code					
MICR No.													
(Digital Code number appearing on the MICR Band of the cheque supplied by the Bank. Please attach Xerox copy of a cheque of your Bank for ensuring accuracy of the Bank Name, Branch Name and Code Number.)													
RTGS CODE													
Account Type	Savings						Current			Cash Credit			
Account No. (as appearing in the Cheque Book)													

4. Date from which the mandate should be effective.

I hereby declare that the particulars given above are correct and complete. If any transaction is delayed or not effected for reasons of incomplete or incorrect information, I shall not hold Company responsible. I also undertake to advise any change in the particulars of my account to facilitate updation of records for purpose of credit of amount through SBI Net/RTGS transfer/NEFT. I agree to discharge responsibility expected of me as a participant under the scheme. Any bank charges levied by the bank for such e-transfer shall be borne by us.

Place:

Date:

Signature of the Party/ Authorised Signatory

Certified that particulars furnished above are correct as per our records.

Banker's Stamp

Date

Signature of the Authorised official from the Bank

**ANNEXURES**

**To be submitted by Bidder on Non-Judicial Stamp Paper of Rs 10/- duly attested by Notary Public**  
**FORM FOR GUARANTEE BOND**  
**FOR ANTI TERMITE TREATMENT**

THIS AGREEMENT made this ..... Day of Two thousand ..... between M/s ..... (hereinafter called the guarantor of the one part and M/s ..... Limited, hereinafter called the OWNER of the other part.

Whereas the agreement is supplementary to the contract hereinafter called the contract dated ..... made between the guarantor of the one part and ..... Limited, of the other part whereby the contractor inter alia, undertook to render the buildings and structures in the said contract recited, completed, termite proof. And whereas the guarantor agreed to give a guarantee to the effect that the said structure will remain termite proof for TEN YEARS to be reckoned from the date after the maintenance period prescribed in the contract expires.

During this period of guarantee the guarantor shall make good all defects and for that matter shall replace at his risk and cost such wooden member as may be damaged by termite and in case of any other defect being found, he shall render the building termite proof at his cost to the satisfaction of the Engineer-in-charge and shall commence the works of such rectification within seven days from date of issuing notice from the Engineer-in-charge calling upon him to rectify the defects, failing which the work shall be got done by ..... Limited/OWNER by some other contractor at the guarantor's cost and risk and in the later case the decision of the Engineer-in-charge as to the cost recoverable from the guarantor shall be final and binding.

That if the Guarantor fails to execute the Anti-Termite treatment or commits breaches hereunder then the Guarantor will indemnify ..... Limited against all losses damages, cost expenses or otherwise which may be incurred by him by reasons of any default on the part of the guarantor in performance and observance of this supplemental Agreement. As to the amount of loss and or damage and/or cost incurred by ..... Limited/OWNER decision of the Engineer-in-charge will be final and binding on the parties.

In witness where of these presents have been executed by the Guarantor ..... and by ..... For and on behalf of ..... Limited on the day of month and year first above written.

Signed sealed and delivered by Guarantor

IN THE PRESENCE OF:

- 1.
- 2.

Signed for and on behalf of ..... Limited by/in presence of:

- 1.
- 2.

**ANNEXURE-B**

**To be submitted by Bidder on Non-Judicial Stamp Paper of Rs 10/- duly attested by Notary Public  
GUARANTEE TO BE EXECUTED BY CONTRACTOR FOR REMOVAL OF DEFECTS AFTER  
COMPLETION IN RESPECT OF WATER PROOFING WORKS**

The agreement made this ..... Day of ..... Two thousand and ..... between ..... (hereinafter called Guarantor of the one part) and ..... Limited (hereinafter called the Owner of the other part).

WHEREAS this agreement is supplementary to a contract (hereinafter called the contract), dated ..... and made between the GUARANTOR OF THE ONE part and the ..... Limited of the other part, whereby the contractor, inter-alia, undertook to render the buildings and structures in the said contract recited completely water and leak proof.

AND WHEREAS the Guarantor agreed to give a guarantee to the effect that the said structures will remain water and leak proof for five years from the date of giving water proofing treatment.

NOW THE GUARANTOR hereby guarantees that water proofing treatment given by him will render the structures completely leak proof and the minimum life of such water proofing treatment shall be five years to be reckoned from the date after the maintenance period prescribed in the contract.

Provided that the Guarantor will not be responsible for leakage caused by earthquake or structural defects or misuse of roof or alteration and for such purpose.

1. Misuse of roof shall mean any operation, which will damage proofing treatment, like chopping of fire wood and things of the same nature which might cause damage to the roof.
2. Alteration shall mean construction of an additional story or a part of the roof or construction adjoining to existing roof whereby proofing treatment is removed in parts.
3. The decision of the Engineer-in-Charge with regard to cause of leakage shall be final.

During this period of guarantee, the Guarantor shall make good all defects and in case of any defect being found render the building water proof to the satisfaction of the Engineer-in-Charge at his cost and shall commence the work for such rectification within seven days from the date of issue of notice from the Engineer-in-Charge calling upon him to rectify the defects failing which the work shall be got done by ..... Coalfields by some other Contractor at the guarantor's cost and risk. The decision of the Engineer-in-Charge as to the cost, payable by the Guarantor shall be final and binding.

That if the Guarantor fails to execute the water proofing or commits breach thereunder, then the Guarantor will indemnify the principal and his successors against all loss, damage, cost, expense or otherwise which may be incurred by him by reason of any default on the part of the GUARANTOR in performance and observance of this supplementary agreement. As to the amount of loss and/or damage and/or cost incurred by ..... Coalfields, the decision of the Engineer-in-Charge will final and binding on the parties.

IN WITNESS WHEREOF these presents have been executed by the Guarantor ..... and by ..... and for and on behalf of ..... Limited on the day, month and year first above written.

Signed, sealed and delivered by Guarantor in the presence of –

- 1.
- 2.

Signed for and on behalf of ..... Limited by .....

In presence of : 1.

2.

**ANNEXURE-C**

**PROFORMA FOR EXECUTION OF AGREEMENT**

(Specimen to be vetted by Legal Department)

**STAMP PAPER**

**(of appropriate value as per Stamp Act)**

This agreement is made on ..... day of ..... Between (Name of Company) having its registered office at ..... (hereinafter called the 'COMPANY' which expression shall, unless repugnant to the subject or context, include its successors and assignees) of the one part and (Name of the Contractor) carrying on business as a (partnership/proprietorship/Ltd. Co. etc.) firm under the name and style ..... (hereinafter called the 'said Contractor' which expression shall, unless the context requires otherwise include them and their respective heirs, executors, administrators and legal representatives) of the other part.

Whereas the Company invited tenders for the work of "....." and whereas the said Contractor/Firm submitted tender for the said work and deposited a sum of Rs ..... As Earnest Money and whereas the tender of the said contract has been accepted by the Company for execution of the said work.

**NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:**

- 1) In this agreement words and expressions shall have the same meaning as are respectively assigned to them in the tender papers hereinafter referred to.
- 2) The following documents which are annexed to this agreement should be deemed to form and be read and construed as part of this agreement viz.
  - i)Annexure-A Tender Notice (Page .. to ..)
  - ii)Schedule-A General Terms & Conditions, Special Conditions and General Technical Specification ( Page.. to ..) and Safety Code
  - iii)Schedule-B The probable Quantities and Amount ( Page... to ...)
  - iv)Schedule-C Negotiation letters -
  - v)Schedule-D Letter of Acceptance/Work Order ( Page.. to ..)
  - vi)Schedule-E Drawing ( Page .. to ..)
- 3) In consideration for the payment of sum of Rs .....(W/O Value; both in words and figures) or such other sum as may be arrived at under the clause of the specification relating to Payment by items measurements at unit prices by the Company, the said Contractor shall, subject to the terms & condition contained herein execute and complete the work as described and to the extent of probable quantities as indicated in Schedule B with such variations by way of alteration, addition to or reduction from the said works.
- 4) The company has received a sum of Rs ..... towards Performance Security Deposit (1<sup>st</sup> part of Security Deposit) in the form of Demand Draft/Certified Cheque/B.G./other form (details to be furnished).
- 5) The said contractor hereby covenants with the company that the company shall deduct at 5% of R/A Bills as Retention Money (2<sup>nd</sup> part of security deposit) to make the total Security as 10% (ten percent) of contract value, as per the terms & condition of the tender/contract.

IN WITNESS WHEREOF THE parties herein have set their hands and seals the date and year above written.

2 Partner Signature

On behalf of M/S .....

The Contractor, as one of the constituted attorney,

In the presence of –

1. Name \_\_\_\_\_ Signature \_\_\_\_\_

Address:

**Occupation:**

Signed by Sri ..... on behalf of Signature  
(Name of Company) in presence of-

1. Name: \_\_\_\_\_ Signature \_\_\_\_\_

## 2. Address:



The item wise rate quoted shall be inclusive of all taxes, duties and other levies, but exclusive of service tax (share of service provider). Service tax (share of service provider) will be paid extra, if payable. Payment of service tax (share of service provider) by the service availer (i.e. CIL/Subsidiary), to the service provider would be made only on the latter submitting a Bill/Invoice in accordance with the provision of relevant service tax rules. Cenvat credit is to be availed by paying authority as per rule.

Payment/deposit of service tax (share of service provider) is the responsibility of the service provider.

e) **Penal Clauses/Recovery of Damages.**

The work shall be started within 10 days of issue of Letter of Acceptance/Work order whichever is earlier. The work shall be completed within .....months/days as specified in quotation/bid notice.

In case of failure to complete the work on or before the scheduled date of completion, compensation shall be payable @ 0.5% of contract price/revised contract price whichever is less per week of delay. The total value of such compensation shall not exceed 10% of awarded value/revised completion value whichever is lower.

In case of failure to start the work within 10 days of issue of LOA/work order, the company shall be at liberty by giving 10 days notice in writing to start the work , failing which to forfeit the earnest money deposited by you and to rescind the LOA/work order. Additionally you will be debarred from participating in future tenders for period of 1 (one) year.

f) **Change in Scope/Nature of Work During Progress of Work**

In case of any change/deviation in quantity and items of the work during its progress, the contractor is to inform the management immediately and act as per the direction of the management.

g) **Termination/Cessation of Work with Notice**

The management reserves the right to terminate the contract under the following specific conditions/circumstances:

- a. Unsatisfactory performance of the contracted work
- b. Involvement in action causing breach of peace and discipline within the company/area premises.
- c. Failure to comply with the general terms and conditions of MCEW which is integral part of the work order.
- d. Moral turpitude
- e. Violation of the provisions under various laws and awards in force from time to time as are applicable to the work
- f. Any action on the part of the contractor which in the opinion of the management is detrimental to the interest of the company.

h) **Payment of Government Dues Connected with the Work**

The contractor is required to make timely payment of government dues which he is under legal obligation to pay to state government or any other legal authority every month.

i) **Contractor's Representation at Site.**

The contractor shall depute himself/his agent/representative at the work site during the period of contract. Intimation in this regard be submitted to the department. The contractor/agent/representative shall receive instruction from the department.

In addition to all the above terms and conditions, the award shall be guided by standard General Terms and Conditions as per provision of MCEW (as enclosed) that are integral part of the work order-cum-agreement.

The work order is being issued to you in duplicate. Please return the duplicate copy duly signed on all pages, as a token of your acceptance which shall be treated as an agreement between you and company.

Yours faithfully,

Designation

**NOTES:**

1. Draft Work Order is only a specimen form content.
2. Additional clauses e.g. Penal clauses/recovery of damages, termination clauses, etc. may be inserted according to the requirement in a particular case.
3. This draft is applicable for works where agreement is not likely to be executed.
4. For works where separate agreement shall be executed this draft may be considered as broad guidelines with suitable modifications/adjustment.

**PRICE BID**  
**Construction of Two Number of Fountains at CMPDI Colony at Bilaspur, CG.**

Sl. No	Items description	Unit	Qty.	Rate	Amount
1	Providing and fixing Dome type fountain in a tank made of RCC and brick work of dia 8.00 ft to 12.00 ft and height about 8.00 ft to 12.00 ft. complete with pump, motor, nozzle, ring etc. and sequence lighting complete job with inlet and outlet arrangement as per direction of Engineer- in – charge. All materials to be used got approved prior to fixing.	Set	1.00	280000.00	280000.00
2	Construction of water fall type fountain with architectural stone work of size approx.. 150.00 to 200.00 sq.ft. and height of about 6.00 ft to 8.00 ft. complete with pump, motor, nozzle, pipeline, suitable lighting etc. complete including inlet and outlet arrangement as per direction of Engineer – in – charge. All materials to be used shall be got approved prior to fixing.	Job	1.00	215000.00	215000.00
<b>TOTAL</b>					<b>495000.00</b>

MY/OUR RATE WILL BE \_\_\_\_\_ % ABOVE/ BELOW/ AT PAR WITH  
 THE ABOVE SHOWN ESTIMATED COST

SIGNATURE OF CONTRACTOR