



सीएमपीडीआई  
*cmpdi*

*A Mini Ratna Company*

The information given in this document is not to be communicated either directly or indirectly to the press or to any person not holding any official position in CIL/ Government.

**TENDER DOCUMENT**  
**FOR**  
**PROVIDING POWER SUPPLY ARRANGEMENT**  
**TO FOUR NUMBERS OF NEW ELEVATORS IN**  
**B1, B2, C AND D BLOCK BUILDINGS**  
**AT**  
**CMPDI RESIDENTIAL COLONY,**  
**SAINIK SCHOOL, BHUBANESWAR**



**JULY, 2016**

**CENTRAL MINE PLANNING AND DESIGN INSTITUTE LIMITED**  
*(A subsidiary of Coal India Limited)*

***REGIONAL INSTITUTE – VII***

**BHUBANESWAR (ODISHA) - 751 013**

**Contact:**  
**9438881020**

## CONTENTS

Sl. No	Description	Page No.
1	Tender Document Cover page	1 - 1
2	Contents	2 - 2
3	Section 1 - Tender Notice	3 - 18
4	Section 2 - General Terms and Conditions	19 - 63
5	Section 3 - Letter of Bid and Formats	64 - 74

***SECTION-1***

**TENDER NOTICE**



सेन्ट्रल माईन प्लानिंग एण्ड डिजाइन इन्सटीच्यूट लिमिटेड  
(कोल इण्डिया लिमिटेड की अनुषंगी कम्पनी / भारत सरकार का एक लोक उपक्रम)

केंद्रन संख्या - १, कलकत्ता (पूर्व) जिला के सिनधु, केंद्र-भुवनेश्वर, पिनकोड-७५१०११ (भारत)  
Central Mine Planning & Design Institute Limited  
(A Subsidiary of Coal India Limited / Govt. of India Public Sector Undertaking)  
Regd. Office: VIL A Bhuvanagar (Sur Janti Rd) PO: R.L. Bhuvanagar 751011 (India)

CORPORATE IDENTITY NUMBER - U14292JH1975GOI001223

NIT No: CMPDI/RI-VII/E&M/e-T/2016-17/1106

Dtd: 21.07.2016

### **e-TENDER NOTICE**

1. Tenders are invited on-line on the website <https://coalindiatenders.gov.in> from the eligible bidders including an individual, proprietorship firm, partnership firm or company having eligibility to participate as per eligibility criteria stipulated in NIT and having Digital Signature Certificate (DSC) issued from any agency authorized by Controller of Certifying Authority (CCA), Govt. of India **and which can be traced up to the chain of trust to the Root Certificate of CCA for the following work:**

Name of work	Estimated Cost of Work (₹)	Earnest Money (₹)	Application fee (₹)	Period of Completion (In Days)
PROVIDING POWER SUPPLY ARRANGEMENT TO FOUR NUMBERS OF NEW ELEVATORS IN B1, B2, C AND D BLOCK BUILDINGS AT CMPDI RESIDENTIAL COLONY, SAINIK SCHOOL, BHUBANESWAR	3,58,878.00	3,600.00	NIL	60 (Sixty)

### **2. Time Schedule of Tender :**

Sl. No.	Particulars	Date	Time
a.	Tender e-Publication date	Date and Time as mentioned in the website	
b.	Document download start date		
c.	Document download end date		
d.	Bid Submission start date		
e.	Bid submission end date		
f.	Start date for seeking Clarification on-line		
g.	Last date for seeking Clarification on-line		
h.	Technical Bid Opening date		

**NOTE:** End user portal agreement of CIL is applicable for CMPDI also.

**Joint Venture is allowed only if the estimated cost is more than 2 crores**

Detailed tender notice & Tender documents including terms and conditions of works shall be available on e-tendering portal <https://coalindiatenders.gov.in> and Tender Notice only shall be available at websites [www.cmpdi.co.in](http://www.cmpdi.co.in) or [www.tenders.gov.in](http://www.tenders.gov.in)

### 3. **DEPOSIT OF EMD:**

Earnest Money can be deposited online either through net-banking from designated Bank/s or through NEFT/RTGS from any scheduled Bank. In case of payment through net-banking the money will be immediately transferred to the designated bank Account of CMPDIL. In case of payment through NEFT/RTGS the bidder will have to make payment as per the Challan generated by system on e-Procurement portal and will have to furnish online the UTR Numbers before submission of bid. Bidder will be allowed to submit his/her bid only when the EMD is successfully received in CMPDIL bank account and the information flows from Bank to e-Procurement system.

The bidders have to accept the on-line user portal agreement which contains the acceptance of all the Terms and Conditions of NIT and tender document, undertakings and the e-Procurement system through <https://coalindiatenders.gov.in> in order to become an eligible bidder. **This will be a part of the agreement.**

4. **CLARIFICATION OF BID:** The bidder may seek clarification on-line within the specified time schedule as available on website: <https://coalindiatenders.gov.in>. However, the management will clarify as far as possible the relevant queries. No other modes of seeking clarification shall be entertained.

5. **Availability of tender documents:** Detailed tender notice & Tender documents including terms and conditions of works shall be available on e-tendering portal <https://coalindiatenders.gov.in> and Tender Notice shall be available at websites [www.cmpdi.co.in](http://www.cmpdi.co.in) or [www.tenders.gov.in](http://www.tenders.gov.in)

6. **General instructions for Submission of Tender:** A bidder should strictly comply with the following instructions:

a) Bidders are required to submit offers on-line giving reference to this Tender Notice No. and Date, containing offers in two parts.

b) Two Parts of the bid should contain the details as follows: -

**Part-I:** Letter of Bid, Information regarding Eligibility Criteria, Financial Turn-over, Confirmatory documents as mentioned in the NIT.

**Part-II:** Prices, only in the Excel format, as indicated in the Tender Document.

7. **ELIGIBLE BIDDERS:** The invitation for bid is open to all bidders including an individual, proprietorship firm, partnership firm or a company having eligibility to participate as per eligibility criteria stipulated in clause No. 8 of NIT and having Digital Signature Certificate (DSC) issued from any agency authorized by Controller of Certifying Authority (CCA), Govt. of India **and which can be traced up to the chain of trust to the Root Certificate of CCA.**

### 8. **ELIGIBILITY CRITERIA:**

**A. Work Experience:** The intending tenderer must have in its name as a prime contractor experience of having successfully completed similar works **in any Government/Semi-Government/Public Sector Undertakings (Central/State)/Private firm (Only if the Private firm is a company registered under Indian companies act 1958 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 either of the following:-**

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

Or

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

Or

One similar completed work costing not less than the amount equal to 80% of the estimated cost.

(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 if the contract in support of qualification is a sub-contract in compliance with the provision of such sub-contract in the original contract awarded to prime contractor.)

The work experience of the bidder for those works only shall be considered for evaluation purposes, which are completed on or before the last day of month previous to one in which e-Tender has been invited (**i.e. e-Publication date of NIT**). The experience of incomplete/ongoing works as on the last date of eligibility period will not be considered for evaluation.

**While considering the value of completed works, the full value of completed works will be considered whether or not the date of commencement is within the said 7 (seven) years period.**

The cost of completed works shall be given a weight age to bring them at current price level by adding 5% for each completed year (total number of days/365) after the end date of experience (date of completion of work) till one year before the last day of month previous to one in which e-Tender has been invited.

**The definition of similar work shall be as follows:**

**“Execution & installation/commissioning or maintenance of electrical works (HT/LT) etc.”**

In respect of the above eligibility criteria the bidders are required to furnish the following information on-line:

- i. Start date & end date of each qualifying experience (similar work)
- ii. Agreement Number/Work Order Number of each experience
- iii. Name and address of Employer/Work Order Issuing authority of each experience
- iv. Percentage (%) share of each experience (100% in case of an individual/proprietorship firm or a partner in a partnership firm and the actual % of share in case of a Joint Venture)
- v. Executed Value of work against each experience
- vi. Confirmation in the form of **Yes/No** regarding submission of similar work experience as defined in the NIT.

For documentary evidence of work experience the bidder must provide (scanned document to be uploaded) “Satisfactory Work Completion Certificate” by the employer against Experience of **similar work containing all the information as sought online**. In case of sub-contractor suitable document as per provision of eligibility, if applicable must be provided.

**Work order, BOQ and/or TDS may be sought during clarification or along with deficient documents.**

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

(The “Previous Financial Year” shall be computed with respect to the **e-Publication date of NIT**).

If any bidder does not furnish the turnover value for any financial year out of the last 3 financial years, the turnover for that financial year shall be taken as ‘Zero’ and the average annual financial turnover shall be calculated accordingly.

If the audited balance sheet for the immediately preceding year is not available in case of tender notified before 30th 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 a weightage to bring them at current price level by adding 5% in the financial turnover for the 2<sup>nd</sup> year and 10% for the 3<sup>rd</sup> year. No weight age will be given in the turnover for the 1<sup>st</sup> year.

In respect of the above eligibility criteria the bidders are required to furnish the following information on-line:

- i. Annual financial turnover of each of the last 3 years ending 31<sup>st</sup> March of the previous financial year.
- ii. Name of the Chartered Accountant issuing the Profit and Loss A/c or the Turnover certificate
- iii. Membership Number of the Chartered Accountant
- iv. Date of issue of financial turnover certificate by CA
- v. Confirmation regarding submission of financial turnover as defined in the NIT in the form of **Yes / No**

**C. Permanent Account Number (PAN):** The bidder should possess Permanent Account Number(PAN) issued by Income Tax department, Govt. of India

In respect of the above eligibility criteria the bidders are required to furnish the following information on-line:

- i. Confirmation regarding possessing of Permanent Account Number (PAN) issued by Income Tax department, Govt. of India in the form of **Yes / No**

**D. TIN/VAT/Sales Tax Registration on Works Contract :** The bidder should possess a TIN/VAT/ Sales Tax Registration on works contract issued by Sales Tax department of any Indian State

In respect of the above eligibility criteria the bidders are required to furnish the following information on-line:

- i. Confirmation regarding possessing of **TIN/VAT/ Sales Tax Registration on Works Contract** issued by Sales Tax department of any Indian State in the form of **Yes / No**

**E. Service Tax of the Bidder**

The bidder should be either a Small Service Provider and exempted for service tax registration and/or exempted from payment of service tax but a Body Corporate

Or

Small Service Provider and exempted for service tax registration and/or exempted from payment of service tax but not a Body Corporate

Or

A Body Corporate  
Or  
Other than above three categories.

In respect of the above eligibility criteria the bidder is required to furnish the following information online:

- i. Confirmation in the form of **Yes/No** regarding possessing of required document as enlisted in NIT with respect to Service Tax status of the bidder.

Scanned copy of documents to be uploaded by bidders in support of information/ declaration furnished online by the bidder against Eligibility Criteria as Confirmatory Document

Any one of the following documents depending upon the status w.r.t Service Tax as declared by Bidder in the BOQ sheet:

- a) Status: Small Service Provider and exempted from Service Tax Registration and/or exempted from payment of Service Tax but a Body Corporate :

Document:

1. A Certificate from a practicing Chartered Accountant having a membership number that the bidder is a Small Service Provider and exempted for Service Tax Registration and/or exempted from payment of Service Tax and
2. The Certificate of Incorporation

- b) Status: Small Service Provider and exempted from Service Tax Registration and/or exempted from payment of Service Tax but not a Body Corporate:

Document: A Certificate from a practicing Chartered Accountant having membership number that the bidder is a Small Service Provider and exempted for Service Tax Registration and/or exempted from payment of Service Tax.

- c) Status: A Body Corporate:

Document: Service Tax Registration Certificate issued by Central Excise and Custom Department, Govt. of India.

- d) Status: Other than above three categories:

Document: Service Tax Registration Certificate issued by Central Excise and Custom Department, Govt. of India.

**Note:** In case the work/service is awarded to a Joint Venture participating in the tender they have to submit VAT, PAN and Service Tax registration (as applicable in the tender and for the bidder status) etc. on the name of the Joint Venture after Award of Work/Service at the time of execution of agreement/ before the payment of first running on account bill.

**Note:** In case the bidder is a Joint Venture, each individual partner of JV should possess Service Tax Registration issued by Govt. Dept of any Indian State

- F. An **Affidavit** on a non-judicial stamp paper of appropriate value regarding genuineness of the information furnished by him on-line and authenticity of the scanned copy of documents uploaded by him on line in support of his eligibility, as per the format given in the bid document at Section – 3.

**G. Legal Status of the bidder:**



Any one of the following document:

1. Affidavit or any other document to prove proprietorship/individual status of the bidder.
2. Partnership deed containing name of partners.
3. Memorandum & Article of Association with certificate of incorporation containing name of bidder

**H. Digital Signature Certificate (DSC):** If the bidder himself is the DSC holder bidding on-line then no document is required. However, if the DSC holder is bidding online on behalf of the bidder then the Power of Attorney or any sort of legally acceptable document for the authority to bid on behalf of the bidder.

**I. Electrical Contractor License:**

The bidder should possess a valid Electrical Contractor License Certificate issued by Electrical Licensing Board, Govt. of Odisha.

**9. SUBMISSION OF BID:**

- a) In order to submit the Bid, the bidders have to get themselves registered online on the e-Procurement portal (<https://coalindiatenders.gov.in>) with valid Digital Signature Certificate (DSC) issued from any agency authorized by Controller of Certifying Authority (CCA), Govt. of India and which can be traced up to the chain of trust to the Root Certificate of CCA. The online Registration of the Bidders on the portal will be free of cost and one time activity only. If the bidder is an individual person then he should register himself under “Individual” category and if the bidder is a proprietorship firm/partnership firm/Joint Venture/Company then registration should be under “Corporate” category. The registration should be in the name of bidder, whereas DSC holder may be either bidder himself or his duly authorized person.
- b) The bidders have to accept unconditionally the online user portal agreement which contains the acceptance of all the Terms and Conditions of NIT including General and Special Terms & Conditions and other conditions, if any, along with on-line undertaking in support of the authenticity of the declarations regarding the facts, figures, information and documents furnished by the Bidder on-line in order to become an eligible bidder. No conditional bid shall be accepted.

**NOTE: End user portal agreement of CIL is applicable for CMPDI also.**

- c) **General Technical Evaluation:** The bidder has to fulfil/comply to all the terms of ‘General Technical Evaluation’ (GTE).
- d) **Letter of Bid:** The format of Letter of Bid (as given in the NIT at Section 3) will be downloaded by the bidder and will be printed/typed on Bidder’s letter head and the scanned copy of the same will be uploaded during bid submission in cover-I. This will be the covering letter of the bidder for his submitted bid. The content of the “Letter of Bid” uploaded by the bidder must be the same as per the format downloaded from website and it should not contain any other information.

The Letter of bid will be digitally signed by DSC holder submitting bid online and it does not require any physical signature. However, if the Letter of Bid (LoB) bears the physical signature in addition to the digital signature of DSC holder, it will be accepted without questioning the identity of person signing the Letter of Bid.

If there is any change in the contents of Letter of Bid uploaded by bidder as compared to the format of Letter of Bid uploaded by the department with NIT document, then the bid will be rejected.

**e) Confirmatory Documents:**

All the confirmatory documents as enlisted in the NIT in support of online information submitted by the bidder are to be uploaded in Cover-I by the bidder while submitting his/her bid. The Bidder will have to give an undertaking online that if the information /declaration /scanned documents furnished in support of the same in respect of Eligibility Criteria are found to be wrong or misleading at any stage, they will be liable to punitive action. Any other document uploaded which is not required as per the terms of the Tender Document shall not be considered.

The bidders will upload the scanned copy of the following specified documents duly attested by notary public in support of the information/ declarations. However, the affidavit may be scanned and uploaded as it is, without any additional self-certification and attestation by Notary public.

Sl. No.	Eligibility Criteria	Scanned copy of documents (Attested by Notary Public) to be uploaded by L-1 bidder in support of information/ declaration furnished online by the bidder against Eligibility Criteria (CONFIRMATORY DOCUMENT)
1.	<b>Work Experience</b> (Ref. Clause No.8(A) of NIT)	Satisfactory Work Completion Certificate issued by the employer against the experience of similar work containing all the information furnished by bidder on-line.
2.	<b>Financial Turnover</b> (Ref. Clause No.8(B) of NIT)	Financial Turnover certificate for last 3 (three) financial years issued by a Practicing Chartered Accountant having a membership number with Institute of Chartered Accountants of India
3.	<b>Permanent Account Number</b> (Ref. Clause No.8(C) of NIT)	PAN card issued by Income Tax department, Govt. of India
4.	<b>TIN/VAT/Sales Tax Registration on Works Contract</b> (Ref. Clause No.8(D) of NIT)	TIN/VAT/Sales Tax Registration Certificate on works contract from any Indian State
5.	<b>Service Tax</b> (Ref. Clause No. 8(E) of NIT)	The Service Tax Registration Certificate issued by Govt. Dept. of any Indian State
6.	<b>Affidavit</b> (Ref. Clause No. 8(F) of NIT)	An Affidavit on a non-judicial stamp paper of minimum value of Rs.5 as per the format given in the bid document at <b>Section 3</b> .
7.	<b>Legal Status of the bidder</b> (Ref. Clause No. 8(G) of NIT)	Any one of the following document : a) Affidavit or any other document to prove proprietorship/individual status of the bidder. b) Partnership deed containing name of partners. c) Memorandum & Article of Association with certificate of incorporation containing name of bidder
8.	<b>Digital Signature Certificate (DSC)</b> (Ref. Clause No. 8(H) of NIT)	If the bidder himself is the DSC holder bidding on-line then no document is required. However, if the DSC holder is bidding online on behalf of the bidder then the Power of Attorney or any sort of legally acceptable document for the authority to bid on behalf of the bidder
9.	<b>Electrical Contractor License</b> (Ref. Clause No. 8(I) of NIT)	Document showing Contractor's valid Electrical Contractor License Certificate issued by Electrical Licensing Board, Govt. of Odisha.

11.	Any other document to support the qualification information as submitted by bidder on-line
Note: Only one file in .pdf format can be uploaded against each eligibility criteria. Any additional/other relevant documents to support the information/declaration furnished by bidder online against eligibility criteria may also be attached by the bidder in the same file to be uploaded against respective eligibility criteria.	

- f) **Price Bid (Part –II):** The Price Bid containing the Bill of Quantity will be in Excel format and will be downloaded by the bidder and he will quote the rates **for all items (ITEM RATE)** on this Excel file. Thereafter, the bidder will upload the same Excel file during bid submission in cover-II. L-I will be decided on overall quoted value.

The Price-bids of the tenderers will have no condition. The Price Bid which is incomplete and not submitted as per instruction given above (and also online) will be rejected. **Any alteration/modification in the excel format may lead to rejection of the bid.**

**Tenderers should quote their rates excluding the impact of Service-Tax. Applicable Service Tax will be dealt as per Service Tax Rule.**

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 Government Exchequer.

The Tenderer (Service Provider) will have to raise separate bill for claiming the reimbursable amount of Service Tax paid by him / them. Such bills should necessarily contain Contractor's Service Tax Registration Number with details of Range / Division / Commissionerate address with documentary evidence of payment of Service Tax to the Government Exchequer. Separate challan should have to be submitted for separate services with specific mention of the services rendered to the CMPDI.

In case of any default / delay in payment of Service Taxes, wrong claim of CENVAT credit etc. by the Contractor / Service Provider, the CMPDI would not be responsible and in no case any such claim of the Contractor / Service Provider will be entertained by CMPDI.

**Note:** Prior to quoting the rates in the BOQ file, the bidder will select the appropriate status from the following list given in the BOQ:-

- I. Status: Small Service Provider and exempted from Service Tax Registration and/or exempted from payment of Service Tax but a Body Corporate:
- II. Status: Small Service Provider and exempted from Service Tax Registration and/or exempted from payment of Service Tax but not a Body Corporate:
- III. Status: A Body Corporate:
- IV. Status: Other than above three categories:

The rates quoted by the bidder will be excluding Service Tax and service tax component (to be paid by CMPDI and the bidder) will appear as a separate entity. The component of service tax will be taken by the system based on the status of bidder selected by the bidder during bid submission and with the pre-defined business logic given in the BOQ file by the department. This file will be digitally signed and uploaded by the bidder.

10. All bids are to be submitted on-line on the website <http://coalindiatenders.gov.in>. No bid shall be accepted off-line.
11. **Tender Status:** It will be the bidder's responsibility to check the status of their Bid online regularly, after the opening of bid till award of contract. Additionally, information shall also be

sent by system generated e-mail and SMS at nodal points (Date of bid opening, Requisition for Clarification on Confirmatory document from L-1 bidder, award of work etc.). No separate communication will be required in this regard. Non-receipt of e-mail and SMS will not be accepted as a reason of non-submission of Confirmatory documents within prescribed time. The Tender Status will be in public domain and anyone visiting the site can view it by identifying the tender.

12. It is the bidder's responsibility to comply with the system requirement i.e. hardware, software and internet connectivity at bidder's premises to access the e-tender website. Under any circumstances, CMPDIL shall not be liable to the bidders for any direct/indirect loss or damages incurred by them arising out of incorrect use of the e-tender system or internet connectivity failures.

13. **In cases where the number of bids received are less than three on the end date of bid submission then the following critical dates of the Tender will be extended initially by two days ending at 17.00 hrs. and if the number of bids still remains less than three then for another five days ending at 17.00 hrs. automatically by the system:**

1. Last date of submission of Bid
2. Last date of receipt of EMD
3. Date of Opening of Tender

**If any of the above extended Dates falls on Holiday i.e. a non-working day as defined in the e- Procurement Portal then the same is to be rescheduled to the next working day.**

**This extension will be also applicable in case of receipt of zero bid.**

**After two extensions, the tender shall be opened irrespective of available number of bids on the extended date of opening of tender.**

#### **14. Opening & Evaluation of Bids:**

Tender (Cover-I and Cover-II) will be decrypted and opened online by the "Bid Openers" with their Digital Signature Certificates on the prescheduled date & time of Tender Opening. After opening of the bids, GTE, BOQ and all other documents uploaded by the eligible bidders get opened and comparative statement of prices will be generated by the system.

- A. After opening of Price-bid, the documents submitted by L-1 bidder in cover I as enlisted in the NIT will be downloaded by the Evaluator and shall be put up to the Tender Committee. The tender Committee will examine the uploaded documents against information/declarations furnished by the L1 bidder online. If it confirms to all of the information/declarations furnished by the bidder online and does not change the eligibility status of the bidder then the bidder will be considered eligible for award of Contract.
- B. In case the Tender Committee finds that there is some deficiency in uploaded documents by L1 bidder then the same will be specified online by Evaluator clearly indicating the omissions/shortcomings in the uploaded documents and indicating start date and end date allowing 10 days (10 x 24 hours) time for online re-submission by L1 bidder. The L-1 bidder will get this information on their personalized dash board under "Upload confirmatory document" link. Additionally, information shall also be sent by system generated email and SMS, but it will be the bidder's responsibility to check the updated status/information on their personalized dash board regularly after opening of bid. No separate communication will be required in this regard. Non-receipt of e-mail and SMS will not be accepted as a reason of non-submission of documents within prescribed time. The bidder will upload the scanned copy of all

those specified documents in support of the information/declarations furnished by them online within the specified period of 10 days. If the L1 bidder fails to submit the specified document/s in 10 (ten) days, 10 more days ( 10 x 24 hours) of time may be given by Evaluator clearly indicating the omissions / shortcomings in the uploaded documents and indicating start date and end date for submission of such document/s.

- C. The tender will be evaluated on the basis of documents uploaded by L-1 bidder online. The L-1 bidder is not required to submit hard copy of any document through offline mode. Any document submitted offline will not be given any cognizance in the evaluation of tender.
- D. In case the L-1 bidder submits requisite documents online as per NIT, then the bidder will be considered eligible for award of Contract.
- E. In case the L-1 bidder fails to submit requisite documents online as per NIT or if any of the information/declaration furnished by L-1 bidder online is found to be wrong by Tender Committee during evaluation of scanned documents uploaded by bidder, which changes the eligibility status of the bidder (for the first time), **then his bid shall be rejected and EMD or Rs.1.00 lakhs, whichever is lower, of L-1 bidder will be forfeited.**
- F. In case the L1 bidder is technically eligible but rejection is due to high rate quoted by him/her then the tender shall be cancelled and retendered.
- G. In case the L1 bidder is rejected due to noncompliance of confirmatory documents then the L2 bidder will become L-1 bidder and confirmatory documents of this bidder shall be evaluated by TC and the process shall be followed as mentioned in clause no. A to F above.
- H. The process as mentioned at Cl. G shall be repeated till the work is either awarded or all the eligible bidders are exhausted.
- I. In case none of the bidder complies the technical requirement, then re-tender will be done (with the same or different quantity, as per the instant requirement).
- J. The L-1 bidder/s (either L-1 or subsequently declared L-1) fails to submit the requisite documents online as per NIT or if any of the information/declaration furnished by L-1 bidder/s online is found to be wrong by Tender Committee during evaluation of scanned documents uploaded by bidder, which changes the eligibility status of the bidder, in two tenders, floated by the same tender inviting authority, **within a span of one year (to be counted with respect to date of e-publication of NIT), then his bid shall be rejected and the EMD of L1 bidder will be forfeited.**
- K. It is responsibility of Bidders to upload legible/clearly readable scanned copy of all the required documents as mentioned in clause 09.

**15. Validity of Offer:** The rates offered by the bidder shall be valid for 120 (One Hundred Twenty) days from the date of opening of technical bid.

In exceptional circumstances, prior to expiry of the original time limit, the Employer may request the bidders to extend the period of validity for a specified additional period. The employer's 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/EMD (if submitted in the form of BG) for a period of 28 days beyond the extended validity of the bid.

The tenderer shall not, during the said period or within the period extended by mutual consent, revoke or cancel his tender or alter the tender or any terms/conditions thereof without consent in writing of the company. In case the tenderer violates to abide by this, the Company will be entitled to take action as per clause No. 26 (Modification and Withdrawal of Bid) of NIT

- 16. One Bid per Bidder:** 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 firm. A Bidder who submits or participates in more than one Bid (other than as a sub-contractor or in cases of alternatives that have been permitted or requested) will cause all the proposals with the Bidder's participation to be disqualified.

**17. Refund of EMD:**

- a) If EMD is paid by the bidder in online mode (Direct Debit/NEFT) then the EMD of rejected bidders will be refunded directly to the account from where it has been received (except the cases where EMD is to be forfeited).
- b) No claim from the bidders will be entertained for non-receipt of the refund in any account other than the one from where the money is received.
- c) If refund of EMD is not received by the bidder in account from which the EMD has been paid due to any technical reason then it will be paid through conventional system of e-payment. For this purpose, if required, Tender Inviting Authority will obtain the Mandate Form from the bidder.
- d) In case the tender is cancelled then EMD of all participating bidders will be refunded unless it is forfeited by the Department.
- e) If the bidder withdraws his/her bid online (i.e. before the end date of submission of tender) then his/her EMD will be refunded automatically after the opening of Part-I tender.
- f) The EMD of successful bidder/s (on Award of Contract) will be retained by CMPDIL and will be adjusted to Performance Security Deposit.

- 18.** Every tenderer is expected, before quoting his rates, to go through the requirements of materials/workmanship under specification/requirements and conditions of contract and to inspect the site/area of the proposed work at his own cost.

It shall be deemed that the tenderer has visited the site/area and got fully acquainted with the working conditions and other prevalent conditions and fluctuations thereto whether they actually visited the site/area or not and have taken all the above factors into account while quoting his rates.

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

- 19.** All Duties taxes (Excluding Service Tax) and other levies, payable by the contractor under the contract or for any other cause as applicable on the last date of submission of tender shall be included in the rates, prices and the total bid price submitted by the bidder. All incidentals, overheads etc. as may be attendant upon execution and completion of works shall also be included in the rates, prices and total bid price submitted by the bidder.

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

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

20. **Cost of Bidding:** The bidder shall bear all costs associated with the preparation and submission of his bid and the Employer will in no case be responsible and liable for those costs.
21. The tenderer shall closely study all specifications in detail, which govern the rates for which he is tendering.
22. **Currencies of Bid and Payment:** The unit rates and prices shall be quoted by the Bidder entirely in Indian Rupees only.
23. The work should be completed within the stipulated period which shall be reckoned from the tenth day of issue of LOA (Letter of Acceptance) or the actual date of handing over the site whichever is later/earlier.
24. On completion of the work all rubbish, debris, brick bats etc. shall be removed by the contractor(s) at his/their own expense and the site cleaned and handed over to the company and he/they shall intimate officially of having completed the work as per contract.
25. The tenderer(s) will deploy sufficient number and size of equipments/machineries/vehicles and the technical/ supervisory personnel required for execution of the work.
26. **Change in Constitution of the Contracting Agency:** Prior approval in writing of the company shall be obtained before any change is made in the constitution of the contracting agency, otherwise it will be treated as a breach of Contract.
27. Canvassing in connection with the tenders in any shape or form is strictly prohibited and tenders submitted by such tenderer who resort to canvassing shall be liable for rejection.
28. The Bidder, whose Bid has been accepted, will be notified of the award on-line and also by registered post by the employer prior to expiration of the bid validity period. The L-1 bidder will get the information regarding award of work on their personalized dash-board on-line.

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”).

The notification of award will constitute the formation of the Contract, subject only to the furnishing of a Performance Security/Security Deposit in accordance with Clause of General terms & Conditions of the tender document.

The Agreement will incorporate all agreements between the Employer and the successful Bidder within 28 days following the notification of award along with the Letter of Acceptance.

**29. Modification and Withdrawal of Bid:**

Modification of the submitted bid shall be allowed on-line only before the deadline of submission of tender and the bidder may modify and resubmit the bid on-line as many times as he may wish.

Bidders may withdraw their bids online within the end date of bid submission and their EMD will be refunded. However, if the bidder once withdraws his bid, he will not be able to resubmit the bid in this tender. For withdrawal of bid after the end date of bid submission, the bidder will have to make a request in writing to the Tender Inviting Authority. Withdrawal of bid may be allowed till issue of work order/LOA with the following provision of penal action:

1. The EMD will be forfeited and
2. The bidder will be debarred for *1(One)* year from participating in tenders in CIL/Subsidiary.

The Price-bid of all eligible bidders including this bidder will be opened and action will follow as under:

- i. If the bidder withdrawing his bid is other than L 1, the tender process shall go on.
- ii. If the bidder withdrawing his bid is L-1, then re-tender will be done. Penal action against clauses above will be enforced from the date of issue of such order.
- iii. The standard operating procedure to handle withdrawal of bid after end date of submission is shall be as follows:

**Standard Operative Procedure (SOP)** for managing the cases of Withdrawal of Bids in e-Procurement System of CIL / Subsidiary

**Withdrawal of Bid:**

**A. Online Withdrawal of Bids:**

- a) The system of online withdrawal is available on the portal up to end date of bid submission, where any bidder can withdraw his/her bid which will attract no penal action.
- b) The system of online withdrawal beyond end date of bid submission and till award of contract is **not** available. The bidder can withdraw their bid only offline, which may be considered except for some exceptional cases as mentioned in clause below, either with or without imposition of penalty.

**B. Offline Withdrawal of Bids:**

- a) A partner of bidder (in case of JV and partnership firms) whose DSC is registered on the e-Procurement portal can access the portal for online withdrawal but when there is a split in the business relationship, the partners whose DSC is not registered on the portal do not have the option of online withdrawal of bid. Hence such partners may opt to use offline method of withdrawal of his/her offer (or express his disassociation from the bidder organization).
- b) Offline withdrawal of bid, beyond end date of bid submission and till award of contract, may be considered by the tender committee.

**30.** The Company reserves the right to postpone the date of receipt and opening of tenders or to cancel the tenders without assigning any reason whatsoever.

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

**32.** This Tender Notice shall be deemed to be part of the Contract Agreement. The General Terms & Conditions, Additional Terms & Conditions, Special Terms & Conditions (if any), Technical



Specifications, drawings (if any) and any other document uploaded on portal as NIT document forms an integral part of this NIT and shall also form a part of the Contract agreement.

33. Subletting any part or whole of the contract to any Firm/Individual/Teams is not permitted and be present in all dealings with Principal Employer & No dealing through representatives on Power of Attorney will be permitted. Any deviation in this regard may be considered a Breach-of-Contract and shall be dealt with as per company regulations.
34. If the tenderer gets the work order he will have to submit VAT Registration certificate on works contract from the state of **Odisha**, before execution of agreement. However, VAT clearance certificate from the state of Odisha shall be submitted by the said tenderer before release of any payment.
35. The Company does not bind itself to accept the lowest tender and reserves the right to reject any or all the tenders without assigning any reasons whatsoever and to split up the work between two or more tenderers or accept the tender in part and not in its entirety.
36. **Matters relating to any dispute or difference arising out of this tender and subsequent contract awarded based on this tender shall be subject to the jurisdiction of District Court, where the subject work is to be executed.**
37. **Non-disclosure/ Confidentiality clause:** The bidder will not at any time during pendency of contract or afterwards, disclose to any person any information as to documents, components, parts, information, drawings, data, sketches, plans, programs, specifications, techniques, processes, software, inventions and other materials, both written and oral, of a secret, confidential or proprietary nature, including without limitation any and all information relating to finance , invention, research, design or development of information system and any supportive or incidental subsystems, and any and all subject matter claimed in or disclosed by any patent application prepared or filed by or on behalf of CMPDI, in any jurisdiction, and any amendments or supplements thereto. The bidder should understand that any breach of this clause would constitute a serious offence for which appropriate legal action may be taken to ensure the enforcement of confidentiality clause. CMPDI also desires that the bidder shall hold in trust and confidence, and not disclose to others or use for its own benefit or for the benefit of other, any Proprietary Information which is disclosed to the bidder by CMPDI at any time during the agreement / award of work / execution of work and thereafter. The bidder shall disclose Proprietary Information received under the contract to person within its organization only if such persons (i) have a need to know and (ii) are bound in writing to protect the confidentiality of such Proprietary Information. This clause shall survive and continue after any expiration or termination of the contract and shall bind the contractor, its employees, agents, representatives, successors, heirs and assigns.
38. **Compliance of Applicable Labour Laws:** The contractor shall abide by the rules & regulations of Labours Laws applicable in their case relating to weekly holidays, overtime allowance, leave with wages and compensatory holidays etc.

The contractor shall strictly implement all relevant provisions enumerated under Contract Labour (Regulation & Abolition) Act. 1970 and will submit all statutory documents and records as applicable to concerned authorities and shall take full responsibility for obtaining labour license from Central/State Authority as per the Act. He/she/they will also ensure timely submission of statutory returns as applicable in their case.

**The contractor shall not pay less than the specified category of minimum wages to the labour engaged by him/her/them as per Minimum Wages Act, 1948 notified by the State Govt. or**

**Central Govt. whichever is higher and as may be in force and the payment has to be released under the Payment of Wages Act 1936. In this matter the decision of the department shall be final and binding. The contractor shall provide benefits / facilities to its employees in accordance with the applicable laws to this locality ie Odisha. CMPDI shall be kept completely indemnified against any liability and consequences thereof. The contractor will be responsible to maintain records/documents pertaining to payment of wages to its workmen as desired by State/Central Govt. Laws including Payment of Wages Act, 1936, Equal Remuneration Act, 1976 & Payment of Bonus Act 1965.**

The Contractor should maintain all records in Hindi or English 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, 1948, Workmen Compensation Act, 1923, Employees State Insurance/Act, 1948 etc. and latest amendment thereof. Such records maintained by the contractor shall be open for inspection by the Engineer-in-charge or by the nominated representative of the Principal Employer.

The contractor will strictly regulate the terms of employment of his/her/their employees and manage the discipline as per Industrial Employment (standing orders) Act. 1946.

The contractor shall get himself registered under Employees Provident Funds/ Coal Mine Provident Fund, ESI and miscellaneous provisions registration no. or Code no. allotted for the specific establishment within reasonable time and submit the same to the employer, which are to be obtained before payment of 1st on a/c bill.

The contractor shall maintain records/document in compliance with the payment of bonus Act 1965. The contractor shall be solely responsible for the payment of wages, including overtime wages to the workmen and ensure its timely payment thereof through Bank.

The Contractor shall abide the rules and regulations of Pradhan Mantri Suraksha Yojana.

The contractor or its workmen shall not at any point of time have any claim whatsoever against the CMPDI.

The contractor shall indemnify the CMPDI in so far as liability incurred by the CMPDI on account of any default by the contractor.

Neither the contractor nor his workmen can be treated as employees of the CMPDI for any purposes. They are not entitled for any claim, right, preference etc over any job/regular employment of the CMPDI.

If the contractor fails to discharge his duties or neglects to perform the work agreed to done under the agreement, the CMPDI is entitled to terminate this agreement as per clause and get the work done by / through other means and claim reimbursement of actual expenses incurred and also damages for the loss incurred on account of failure on the part of the contractor to discharge the duties or to perform the work under the agreement

The Contractor shall in addition to any indemnity provided by the relevant clauses of the agreement or by law, indemnify and keep indemnified, the CMPDI against all claims, damages or compensation under the provisions of Payment of Wages Act, 1936, Minimum Wages Act, 1948, Employer's Liability Act, 1938, Workmen's' Compensation Act, 1923, Employees provident fund, Employees State Insurance 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 consonance 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 or death.

**-sd-  
HOD (E & M),  
CMPDI RI-VII  
Bhubaneswar**

***SECTION -2***

**GENERAL TERMS & CONDITIONS**



## GENERAL TERMS AND CONDITIONS

### 1. Definitions

- i **"Employer"** or "Company" or "Owner" means the *Central Mine Planning & Design Institute Limited, RI-VII* who will employ the contractor represented by the appropriate authority.
- ii **"Principal Employer"** means the *Central Mine Planning & Design Institute Limited, RI-VII* or the officer nominated by the Company to function on its behalf.
- iii The word **"Contractor/ Contractors"** wherever occurs means the successful tenderer/ tenderers who has/have deposited the necessary Earnest money and has/have been given written intimation about the acceptance of tender and shall include legal representative of such individual or persons composing a firm or a company or the successors and permitted assignees of such individual, firm or Company, as the case may be 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 space or any other purpose as may be specifically designated in the Contract as forming part of the site.
- v The term **"Sub-Contractor"** as employed herein, includes those having a direct contract with Contractor either on piece rate, item rate, time rate or any other basis and it includes one who furnishes work to a special design according to the plans or specifications of this work but does not include one who merely supplies materials.
- vi **"Accepting Authority"** shall mean the management of the company and includes an authorized representative of the company or any other person or body of persons empowered in this behalf by the company.
- vii **"Engineer-in-charge"** shall mean the officer nominated by the company in the E&M Engineering cadre/ discipline who is competent to direct supervisors and authorised to be in charge of the works for the purpose of this contract. The Engineer in Charge /Designated Officer in Charge who is of an appropriate seniority, will be responsible for supervising and administering the contract, certifying payments due to the contractor, valuing variations to the contract, awarding extension of time and valuing compensation events. The Engineer in Charge /Designated Officer in Charge may further appoint his representatives i.e. another person/Project Manager or any other competent person and notify to the contractor who is directly responsible for supervising the work being executed at the site, on his behalf under their Delegation of Powers of the company. However, overall responsibility, as far as the contract is concerned, will be that of the Engineer in Charge/Designated Officer in Charge.
- viii The **"Contract"** shall mean the notice inviting tender, the tender as accepted by the Company, the work order issued to the contractor, and the formal contract agreement executed between the company and the contractor together with the documents referred to therein including general terms and conditions, special conditions, if any, scope of work, frozen terms & conditions/technical parameters/scope of work and revised offer, if any, specifications, drawings, including those to be submitted during progress of work, schedule of quantities with rates and amounts.
- ix A **"Day"** shall mean a day of 24 hours from midnight to midnight.
- x The **"Work"** shall mean the works required to be executed in accordance with the contract/work order or parts thereof as the case may be and shall include all extra or additional, altered or substituted works or any work of emergent nature, which in the opinion of the Engineer-in-charge, become necessary during the progress of the works to obviate any risk or accident or failure or become necessary for security.

- xi **"Schedule of Rates"** referred to in this conditions shall mean the standard schedule of rates prescribed by the company and the amendments issued from time to time.
- xii **"Contract amount"** shall mean:
  - a) In the case of turnkey contracts the total sum for which tender is accepted by the company.
  - b) In the case of other types of contracts the total sum arrived at based on the individual rates quoted by the tenderer for the various items shown in the "Schedule of Quantities" of the tender document as accepted by the Company with or without any alteration as the case may be.
- xiii **"Written notice"** shall mean a notice or communication in writing and shall be deemed to have been duly served if delivered in persons to the individual or to a member of the contractors firm or to an office of the company for whom it is intended, or if delivered at or sent by registered mail to the last business address known to him who gives the notice.
- xiv **"The constructional plant"** means all appliances, tools, plants or machinery or whatsoever nature required in or about the execution, completion or maintenance of the works but does not include materials or other things intended to form part of the permanent work.
- xv **"Letter of Acceptance of Tender"** means letter giving intimation to the tenderer that his tender has been accepted in accordance with the provisions contained in that letter.
- xvi **"Department"** means the E&M Engineering Department of *Central Mine Planning & Design Institute Limited, RI-VII* represented by the appropriate authority.
- xvii **"Act of insolvency"** means as it is designed by Presidency Town Insolvency Act or Provincial Insolvency Act or any act amending such originals.
- xviii The words indicating the singular only also include the plural and vice-versa where the context so requires.
- xix "Drawings"/"Plans" shall mean all:
  - a. drawings furnished by the owner with the bid document , if any, as a basis for proposals,
  - b. working drawings furnished by the Owner after issue of letter of acceptance of the tender to start the work,
  - c. subsequent working drawings furnished by the owner in phases during progress of the work, and
  - d. 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
  - a. Bureau of Indian Standards relevant to the works under the contract and their specifications.
  - b. Indian Electricity Act and Rules and Regulations made there under.
  - c. Indian Mines Act and Rules and Regulations made there under.
  - d. 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:

- i Articles of Agreement.

- ii 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.
- iii Notice Inviting Tender and Instructions to the Bidders.
- iv Conditions of Contract including General Terms & Conditions of contract, Additional Terms and Conditions, Special Terms and Conditions and Commercial Terms & Conditions of contract etc. as applicable
  - v Frozen terms & conditions / technical parameters and revised offer, if any.
  - vi Specifications/Scope of Work, if any
  - vii Schedule of quantities (or Bill of Quantities) along with accepted rate
  - viii Contract drawings and work programme.
  - ix Safety Code etc. forming part of the tender.
  - x Integrity Pact (if applicable)

- 2.1** The contractor shall enter into and execute contract agreement in the prescribed form. The cost of the stamp papers for the contract agreement shall be borne by the contractor. Two sets of contract document/agreements shall be prepared and signed by both the parties. One of the sets shall be stamped "Original" and the other "Duplicate". The duplicate copy will be supplied to the contractor free of cost and the original is to be retained by the company. For any additional copies required by the contractors the price will 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 & 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. 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 must be submitted within 28 days of receipt of LOA by the successful bidders 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.**
- Demand Draft drawn in favour of **CMPDIL, Regional Institute, Bhubaneswar** on any Scheduled Bank payable at its Branch at **Bhubaneswar**

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 shall be adjusted against the performance (1<sup>st</sup> part of Security Deposit) at bidder's option.

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

- a) At Bidder's option by a Scheduled Indian 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. This 5% (five percent) deduction towards Retention Money will be the 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 (Performance Security) remaining with the company shall be refunded as elaborated in Cl. No.: 4.3.

The other half 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 12 months of satisfactory operation 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 12 months of satisfactory operation or on its due extension till completion of the rectification works as required and submission of security deposit against comprehensive maintenance contract.
- b) In the case of building work/other work of similar nature, the refund shall be made on the expiry of the said six months period or at the end of one full monsoon period i.e. June to September, whichever is later in point of time and any defects such as leakage in roof, efflorescence in walls, dampness, defects in drainage etc. should be rectified to the satisfaction of Engineer In Charge.

**NOTE 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 leaning, 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 analyzed 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 e 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/ revalidated 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.

**5. Deviations/Variations in Quantities and Pricing**

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

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

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

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

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

- a) In the case of percentage tenders, if the rate for the item of work executed is available in the company's approved SOR, it will be paid at the schedule rate plus or minus the accepted percentage as per contract,

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.

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

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 derivation 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.

- c) In the 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.
- d) In case of combined tender with partly item rate for non-schedule items & partly percentage tenders for SOR items, the rate for extra item shall be derived as at (b) & (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. HOD (E&M), 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. HOD (E&M), 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. HOD (E&M), if it is analyzed item rates based on prevalent market rates of materials and labour following NBO/CPWD 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 analyzed 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 analyzed 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 staining: All works up to 1.2m 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.

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 executed/the work order is issued, the Engineer In Charge and the contractor shall agree upon a detailed time and progress chart prepared based on BAR CHART/ PERT CPM 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 contract document/work order.

For the purpose of this detailed time and progress chart, the work shall be deemed to have commenced on the expiry of 10 (ten) days from the issue of Letter of Acceptance of Tender or 07 (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.

- 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 days' notice in writing to the contractor to commence the work, failing which to forfeit the Earnest Money deposited by him and to rescind the Letter of Acceptance of Tender/Work Order and also to debar the contractor to take part in the future re-tender.

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

- 6.2 If the contractor fails to complete the work and clear the site on or before the date of completion or extended date of completion, he shall without prejudice to any other right or remedy available under the law to the company on account of such breach, pay as compensation (Liquidated Damages):

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

OR

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

The aggregate of such compensation/ compensations shall not exceed:

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

OR

- ii) 10% of the contract-value of group of items/ revised completion value of group of items whichever is less, for which a separate period of completion is originally given.

The amount of compensation may be adjusted or set off against any sum payable to the contractor under this or any other contract with the company.

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

- 6.2.2 The company, if not satisfied that the works can be completed by the contractor, and in the event of failure on the part of the contractor to complete work within further extension of time allowed as aforesaid, shall be entitled, without prejudice to any other right, or remedy available in that behalf, to rescind the contract.
- 6.2.3 The company, if not satisfied with the progress of the contract and in the event of failure of the contractor to recoup the delays in the mutually agreed time frame, shall be entitled to terminate the contract.
- 6.2.4 In the event of such termination of the contract as described in clauses 6.2.2 or 6.2.3 or both, the company, shall be entitled to impose penalty/LD as deliberated at Clause 10. Additionally the contractor shall be debarred from participating in the future tenders for a minimum period of 12 (twelve) months.
- 6.3 The company may at its sole discretion, waive the payment of compensation on request received from the contractor indicating valid and acceptable reasons if the entire work is completed within the date as specified in the contract/work order or as validly extended date without stipulating any compensation for delay.
- 6.4 **Extension of date of completion:** On occurrences of any events causing delay as stated here-under, the contractor shall intimate immediately in writing to the Engineer-in-Charge.
- a) Force Majeure :
- i Natural phenomena like unprecedented flood and draught, earthquakes & epidemics.
  - ii Political upheaval, civil commotion, strikes, lockouts, acts of any Govt. (domestic/foreign) including but not limited to war and proprieties, 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 (fifteen) 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 genuineness 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 grant extension of 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 HoD (E&M) 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. **(NOT APPLICABLE FOR THIS TENDER)**

- 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 in length will be taken by the department. Efforts should be made to use the cut pieces of 2 mtr or above length as far as possible.

If the wastage of steel is more than the permissible variation mentioned above the cost 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 HOD (E&M) 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/ 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 a workman like manner with the materials as per specification which shall be subject to the approval of the company. All work under execution in pursuance of the contract shall be open to inspection and supervision by the Engineer-in-Charge or by his 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. They shall be removed immediately by the contractor at his expenses and replaced with acceptable material.

No rejected material, the defects of which have been subsequently corrected, shall be used on the work until approval in writing has been given by the Engineer-in-Charge. Upon failure on the part of the contractor to comply with any instruction of the Engineer-in-charge made under the provisions of this article within the time stipulated by the Engineer-in-charge, the Engineer-in-charge shall have authority to remove and replace defective material and recover the cost of removal and replacement from the contractor.

Further all such defective material lying at site not removed and replaced within 30 days after issue of notice by the Engineer-in-charge, if the Engineer-in-charge so decides shall dispose off such material in any manner without any further written notice to the contractor.

## **9. Measurement and Payments**

Except where any general or detailed description of the work in the Bill of Quantities or specifications of the contract/ work order provides otherwise, measurement of work done shall be taken in accordance with the relevant standard method of measurement published by the Bureau of Indian Standards (BIS) and if not covered by the above, other relevant Standards/practices shall be followed as per instructions of the Engineer In Charge.

- 9.1 All items of work carried out by the contractor in accordance with the provision of the contract having a financial value shall be entered in the Measurement Book as prescribed by the company so that a complete record of the measurements is available for all the works executed under the contract and the value of the work executed can be ascertained and determined therefrom. Measurements of completed work / portion of completed work shall be recorded only in the Measurement Books.
- 9.2 Measurement shall be taken jointly by the Engineer-in-Charge or his 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 by for record purposes only and without prejudice so that in case it is subsequently decided by the department to admit the contractor's claims, there should be no difficulty in determining the quantities of such work. A suitable remark should, however, be made against such measurements to guard against payment in the ordinary way.

- 9.7 **Payments:** The running on account payments may be made once in a month or at intervals stipulated in the work order/ contract agreement.

9.7.1 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.

9.7.2 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 upto 10% of the quantity provided in the agreement subject to overall value of work not exceeding the agreement value.
  - ii The HOD (E&M) of the company may authorize interim payment for excess work done upto 20 % of the quantity of work provided in the Bill of Quantity of the work awarded from Company subject to overall value of work done does not exceed the contract value.
- c) Extra items of work executed will be paid on specific written authorization of HOD (E&M) 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.

9.7.3 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.

9.7.4 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.

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

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

9.7.6 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. HOD (E&M) of the company in this case or any other officer nominated by HOD (E&M) for the purpose.

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

- i Signature of Subordinate Engineer (E&M)/EA(E&M)/ Sr. Overseer(E&M) / Overseer(E&M) in MB's both in pages recording measurements, abstract of bill & the duly filled in bill form.
- ii Signature of Sr. Officer (E&M)/ Assistant Manager (E&M) with appropriate check measurements in the MB's and the bill form.
- iii *Signature of Dy. Manager (E&M)/ Manager (E&M) / Assistant Manager (E&M) with appropriate check measurements in the 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) accountable 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.

**9.7.8 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 R.C.C. products such as pipes, jali, water storage tanks etc.
6. Doors & Window fittings.
7. Pipes and sanitary fittings of CI, SCI & HCI

##### **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)

### **Category-B**

#### **Civil:**

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

#### **Electrical:**

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

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

**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 and any materials, constructional plant, equipments, 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:** 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 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 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 Engineer In Charge.
- d) To take back the materials issued by the company but remaining unused, if any, in the work on the date of abandonment/reduction in the work, at the original issue price less allowance for any deterioration or damage caused while in custody of the contractor.
- e) To pay for the transportation of tools and plants of the contractor from site to contractor's place or to any other destination, whichever is less.

10.4.1 The contractor shall, if required by the Engineer In Charge, furnish to him books of accounts, papers, relevant documents as may be necessary to enable the Engineer In Charge to assess the amounts payable in terms of clauses 10.4 (a) (c) & (e) of the contract. The contractor shall not have any claim for compensation for abandonment of the work, other than those as specified above.

## **11. Carrying out Part Work at Risk & Cost of Contractor.**

If the progress of the work or of any portion of the work is unsatisfactory, the Engineer-in-Charge, after giving the contractor 15 days' notice in writing, without cancelling or terminating the contract, shall be entitled to employ another Agency for executing the job or to carry out the work departmentally or contractually through tendering / limited tendering process, either wholly or partly, debiting the contractor with cost involved in engaging another Agency or with the cost of labour and the prices of materials, as the case may be. The certificate to be issued by the Engineer-in-Charge for the cost of the work so done shall be final and conclusive and the extra cost, if any, shall be borne by the contractor. However, when this clause is invoked, penalty will not be applicable other than on account of delayed completion.

The value of the work taken away shall be calculated for the items and quantities taken away at the agreement rates including price variation as applicable on the date, when notice in writing for taking away 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 any 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 ascertain the defects/deficiencies, if any, to be rectified by the contractor as also the items, if any, for which payment shall be made at reduced rate.

If the defects, according to the Engineer-in-Charge are of a major nature and the rectification of which is necessary for the satisfactory performance of the contract, he shall intimate in writing the defects and instruct the contractor to rectify the defects/remove deficiencies within the period and in the manner to be specified therein. In such cases defect liability certificate will be issued by the Engineer-in-Charge after the above rectifications are carried out/ deficiencies are removed by the contractor to the satisfaction of Engineer-in-Charge.

In the event there are no defects or the defects/ deficiencies are of a minor nature and the Engineer-in-Charge is satisfied that the contractor has already made arrangements for rectification, or in the event of 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 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 therefor 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 right to let other contractors also works 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, the following technical and managerial staff:



A)	For value of work more than 10 Crore	One Resident Engineer (Degree Holder), One Engineer (Degree Holder), Two Engineers (Diploma Holder)
B)	For value of work above Rs. 5 crore and up to Rs. 10 crore.	One Resident Engineer (Degree Holder), Two Engineers (Diploma Holder)
C)	For value of work above Rs. 2 crore and up to Rs. 5 crore.	One Resident Engineer (Degree Holder), One Engineer (Diploma Holder)
D)	For value of work above Rs. 50 lakhs and up to Rs. 2 crore.	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 drawings, forming part of the contract documents and the physical conditions of the locality or any errors or omissions in drawings except those prepared by himself / themselves and not approved by the Engineer-in-Charge. It shall be his/their duty to immediately inform the Engineer-in-Charge in writing and the Engineer-in-Charge shall verify the same. Any work done after such discovery and without intimation as indicated above will be done at the risk of the contractor/contractors.

- iii The contractor / contractors shall employ only competent, skillful and orderly men to do the work. The Engineer In Charge shall have the right to ask the contractor/ contractors to remove from the work site any men of the contractor/contractors who in his opinion is undesirable and the contractor/contractors will have to remove him within 3 (three) hours of such orders.

The contractor shall employ apprentices in the execution of the contract work as required under Apprentices Act.

The contractor shall further be responsible for making arrangements at his own cost, or accommodation and social needs of the staff and workers under his employment.

- iv Precautions shall be exercised at all times by the contractor(s) for the protection of persons (including employees) and property. The safety required or recommended by all applicable laws, codes, statutes and regulations shall be observed by the contractor(s). In case of accidents, the contractor(s) shall be responsible for compliance with all the requirements imposed by the Workmen's Compensation Act or any other similar laws in force, and the contractor(s) shall indemnify the company against any claim on this account.

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

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

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

- v The contractor / contractors shall 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, elevators, 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.

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, elevators, 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 150mm shall be pulled, destroyed or damaged by the contractor/contractors or any of his/their employees without the prior permission of the company, failing which the cost of such trees or plants shall be deducted from the contractor/contractors dues at the rate to be decided by the company. The rates quoted are supposed to include clearance of shrubs and jungles and removal of such trees up to 150 mm dia., as will be permitted by the Engineer-in-Charge in writing.
  - b) Anything of historical or other interest or of significant value unexpectedly discovered on the site is the property of the employer. The Contractor is to notify the Nodal Officer or his nominee of such discoveries and carry out the Nodal Officer or his nominee's instructions for dealing with him.
- xiv The contractor / contractors shall not pay less than the minimum wages to the labourers engaged by him/them as per Minimum Wages Act or such other legislation or award of the minimum wage fixed by the respective State Govt. or Central Govt. as may be in force. 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 considered necessary and the company may arrange for witnessing the payment to the labourer by its representatives.
- xvi The contractor shall in additions to any indemnity provided by the relevant clauses of the agreement or by law, indemnify and keep indemnified for the following :
  - a) The company or any agent or employee of the company against any action, claim or proceeding relating to infringement or use of any patent or design right and shall pay any

royalties or other charges which may be payable in respect of any article or material included in the contract.

However, the amount so paid shall be reimbursed by the company in the event such infringement has taken place in complying with the specific directions issued by the company or the use of such article or material was the result of any drawing and/or specifications issued by the company after submission of tender by the contractor. The contractor must notify immediately after any claim being made or any action brought against the company, or any agent or employee of company in respect of any such matter.

- b) The company against all claims, damages or compensation under the provisions of payment of Wages Act, 1938, Minimum Wages Act, 1948, Employer's Liability Act, 1938, The Workmen's Compensation Act, 1923, Industrial Dispute Act, 1947, Mines Act as applicable, Employees State Insurance Act 1948 and Maternity Benefit Act, 1961, Acts regulating P.F. or any modification thereof or any other law relating thereto and rules made there under from time to time, as may be applicable to the contract which may arise out of or in consequence of the construction or maintenance or performance of the work under the contract and also against costs, charges and expenses of any suit, action or proceedings arising out of any accident or injury.
- c) The company against all losses and claims for injuries or damages to any third party or to any property belonging to any third party which may arise out of or in consequence of the construction or maintenance or performance of the work under the contract and against all claims/demands proceedings/damages, cost charges and expenses whatsoever in respect of or in relation thereto.

xvii The contractor is under obligation to hand over to the company the vacant possession of the completed building structures failing which the Engineer In Charge can impose a levy upon the contractor up to 5% of the total contract value for the delay in handing over the vacant possession of the completed works after giving a 15 (fifteen) days' notice to the contractor.

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

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 and the Principal Employer.
- xxi The contractor shall be registered with the concerned State Govt. and the Central Govt. in respect of Sales Tax Act and the certificate having details of Registration No., period of validity etc. should be submitted to the Engineer-In-Charge.
- xxii The contractor shall, in connection with works, provide and maintain, at his own cost, all lights, security guards, fencing when and where necessary as required by the Engineer-in-Charge for the purpose of protection of the works, materials at site, safety of workmen and convenience of the public.
- xxiii All materials (e.g. Stone, moorum and other materials) obtained in the course of execution of the work during excavation and dismantling etc. shall be the property of the company and the same may be issued to the contractors, if required for use in the works at the rates to be fixed by the Engineer-in-Charge.
- xxiv Unless otherwise specifically provided for, dewatering of excavation pits, working areas etc. shall be the contractor's responsibility and is to be carried out at his own cost as per instructions of EIC. The rates quoted by the contractor shall be deemed to include the dewatering costs.

- xxv **Approval by the Nodal Officer/Engineer in Charge or his nominee:** The contractor shall submit specifications and drawings showing the proposed temporary 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 12(twelve) months from the date of issue of defect liability certificate/completion certificate.
- b) In the case of building works or other works of similar nature any defect in the work detected by the Engineer-in-Charge within a period of 6 (six) months from the date of issue of defect liability certificate/completion certificate or before the expiry of one full monsoon period i.e. June to October whichever is later in point of time.

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

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

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

#### **15. Operating and Maintenance Manual:**

If "as built" drawings and/or Operating and Maintenance Manual are required the contractor shall supply them by the dates as per instruction of the Engineer-in-charge.

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

#### **16. Settlement of Disputes/Arbitration :**

It is incumbent upon the contractor to avoid litigation and disputes during the course of execution. However, if such disputes take place between the contractor and the department, effort shall be made first to settle the disputes at the company level.

The contractor should make request in writing to the Engineer-in-charge for settlement of such disputes/ claims within 30 (thirty) days of arising of the cause of dispute/ claim failing which no disputes/ claims of the contractor shall be entertained by the company.

Effort shall be made to resolve the dispute in two stages:

In first stage dispute shall be referred to Regional Director or GM/HoD(E&M). 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.

## **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:** No mobilization advance is payable for the works.
- 2. Application of Price Variation Clause:** No escalation shall be payable for the work on any account.
- 3. Safety regulation:** The manpower engaged by the contractor at site shall abide by the rules and regulations in respect of safety and security. The contractor shall provide safety equipment like safety shoes, helmet, gloves etc. to his personnel deputed at site
- 4. Permission and approval of local bodies:** The contractor shall get the necessary approvals from local electric supply Authority, pollution control Boards, Electrical inspector, SMC and other required Government bodies. On completion of work, the contractor shall obtained and deliver to CMPDI, RI-VII, certificates of final inspection and approval by the local electric supply authority, pollution Boards , Electrical inspector etc
- 5. Schedule of completion:** The job of providing power supply arrangement to four numbers of elevators in B1, B2, C and d blocks as specified in the scope shall be completed within three months from the date of issue of work order
- 6. Approval of drawings and schedules:** The contractor shall submit the relevant drawings as applicable before commencing the work for approval of Engineer-In-Charge.
- 7. Inspection:** Inspection of the work executed under the scope of this contract shall be subject to the inspection of EIC or his representative
- 8. Guaranty/Warranty:** The Vendor shall extend warranty for the system for satisfactory operation for a period of 12 months from the date of commissioning. Any defect noticed during this period shall be rectified free of cost. As a warranty the tender shall render free maintenance service including free supply of all spares and all consumables.
- 9. Taking Over:** CMPDI, RI-VII will take over system for operation on completion of installation, testing and commissioning as per the specification.

# **SCOPE OF SUPPLY AND WORKS WITH TECHNICAL SPECIFICATIONS**

## **1.0 Introduction**

This invitation of bid is for providing power supply arrangement to four numbers of elevators in B1, B2, C and D block buildings for Central Mine Planning and Design Institute, Regional Institute-VII residential complex located at Sainik School, Bhubaneswar with the objective of smooth operation of four numbers of ThyssenKrupp elevators in four blocks comprising of 8 floors in each block in the residential colony.

## **2.0 Scope of work**

The scope of work in this tender covers providing power supply arrangement to four numbers of elevators in B1, B2, C and D block buildings which majorly comprises of installation, testing and commissioning of contactor panel in the meter room at ground floor of each building and switchboard panel at elevator machine room in each block of the residential colony along with laying of cables for necessary connections, point wiring and circuit wiring etc. as required. It is intended to provide power supply to four numbers elevators from mains as well as DG in case of power failure.

- i. **Contactor Panel:** The contactor panel shall have contactors, HRC fuses, voltage relay, indicators, push buttons and timer etc. as per BOQ for providing normal power and DG power to the elevators. The termination of the cable along with gland shall be provided as per BOQ.
- ii. **Switchboard Panel:** The switchboard panel shall have MCB, RCCB and indicating lamps etc. as per BOQ for providing power supply to elevator control panel, 40 W fluorescent tube light fittings, exhaust fans, shaft lighting from ground floor to top floor and power point etc. The termination of the cable along with gland shall be provided as per BOQ.

The contactor panel and switch board panel shall be of indoor type and suitable for operation at 415 V, 3 phase, 50 Hz. supply system. The panels shall be designed and manufactured as per relevant Indian Standards, practice and requirements.

The panels shall be of weather, dust and vermin proof construction protected with IP54. The enclosure shall allow for sufficient ventilation and air circulation. The switch board panel shall be fabricated from sheet steel not less than 2 mm thick and properly stiffened. The panels will have single door arrangement. The panels shall have a mechanical safety door interlock device to prevent opening of the door. The size of the enclosure shall be suitable to accommodate the required number of contactors, MCB/RCCB s, HRC fuses, busbar, etc. as per BOQ as the case may be with proper clearance for safety and easy maintenance. The arrangement of bus-bar, MCB/RCCB, HRC fuse shall be so designed that they can be easily replaced and approachable.

The panel shall be adequately surface treated and painted with double coat synthetic enamel paint after application with two coats of red oxide primer. The panel will be suitable for mounting on wall as well as on pedestals.

The cable termination shall be suitable for PVC SWA cable. All the cable entries shall preferably be from bottom. The panel assembly shall be fully factory wired as per requirement. The bare conductors, terminals of cables shall be shrouded with proper insulated



tape. Suitable cable termination arrangement shall be provided to accommodate the incoming and outgoing PVCSWA aluminum conductor cables. All the panels shall have a display of Danger Notice.

All 415 V panels shall be provided with three phase and neutral busbars. All busbars and jumper connections shall be of high conductivity aluminum of adequate size. The copper busbar of adequate size shall be provided. The busbars shall be properly spaced to facilitate taking vertical connections to individual circuits through RCCB/MCBs.

The cross-section of the busbars shall be uniform and shall be adequately supported and braced to withstand the stresses due to the specified short circuit currents. Neutral busbar short circuit strength shall be same as main busbars. All busbars shall be adequately supported by suitable non-hygroscopic insulators. Separate supports shall be provided, for each phase and neutral busbar. The busbar insulators shall be supported on the main structure. All busbars shall be color coded as per IS: 375. The neutral bus in all distribution boards shall be connected to earth bus at two points by separate vertical droppers which shall be insulated from switchboard enclosure.

All fuses shall be of HRC cartridge fuse link type. Fuses for AC circuits shall be rated for 80 KA rms (prospective) breaking capacity at 415 V AC. Fuse shall be mounted on insulated fuse carrier which is mounted on fuse bases. Wherever it is not possible to mount fuses on carriers, fuses shall be directly mounted on plug - in type of bases. In such cases one set of insulated fuse pulling handles shall be supplied with each switchboard. The Neutral links shall be mounted on fuse carriers which shall be mounted on fuse bases.

Packing and forwarding, transportation, insurance and carrying out further activities at site viz. unloading, storage (space to be provided by owner), further handling, erection, testing and commissioning including successful completion of acceptance tests and any other services specified. The bidder shall also provide all required equipment which may not be specifically stated herein but are required to meet the intent of ensuring completeness, maintainability and reliability of the total system.

The scope of work will also include the following:

- 2.1 Surveying the customer's sites and making the exact location for installation of panels, light fittings and laying route of the cables etc.
- 2.2 Supplying of various items required for carrying out the installation work and commissioning of the structured cabling system as per the prepared plan.
- 2.3 The successful bidder shall have the responsibility for site preparation and providing earthing for the system.
- 2.4 The bidder has to submit the design drawing for contactor panel and switchboard panel from panel manufacturer for approval from the customer before starting of the work.
- 2.5 Quantity shown in the tender document is approximate. Any short fall in the quantity has to be made good by the successful bidder in order to complete the project successfully and achieve full functionality.

- 2.6 The successful bidder is expected to have the complete knowledge of electrical equipment installation along with associated connections and cable termination. The successful bidder has to make own arrangement of tool for installation activities including termination of cables.
- 2.7 The successful bidder has to make his own arrangement for taking the conduit/cables from one floor to other.
- 2.8 After the installation, the complete system is to be tested for proper operation.
- 2.9 Structured Cabling should be done neatly. While carrying out the cabling work, the Successful bidder should see that existing power cables/LAN cables are not disturbed and adequate separation is maintained from LAN cable/power cable to avoid disturbance. The successful bidder should also ensure that the properties of CMPDI, RI-VII not damaged.
- 2.10 Powering on equipment after ensuring correctness of terminations, interfaces and power supply for making the system ready for testing and commissioning.
- 2.11 All testing tools and instruments shall be brought by the successful bidder and taken back after testing.
- 2.12 Training for operation and maintenance of the system is to be provided by the successful bidder without claiming any extra charges.

### **3.0 Technical Specifications**

All the materials and equipments should be of reputed make and as per the IS standards. The successful bidder should carry out the work following the norms as per IS standards.

## **SAFETY CODES**

(Additional Safety measures to be taken by the Contractor)

- (i) Suitable scaffold should be provided for workmen for all works that cannot safely be done from the ground or from solid construction except for such short period of work as can be done safely from ladders. When a ladder is used an in carrying materials as well, suitable foot holds and hand holds shall be provided on the ladder. The ladder shall be given an inclination not steeper than used 1/4.
- (ii) Scaffolding or staging more than 3.60 metres above the ground or floor, swung or suspended from & overhead support or erected with stationary support shall be having a guard rail properly attached, bolted, braced and otherwise secured at least 0.90 m above floor or platform of such scaffolding on staging and ends thereof with only such opening as may be necessary for the delivery of materials; Such scaffolding or staging shall be so fastened as to prevent it from a swaying from the building or structure.
- (iii) Working platform, gangways and stairways should be so constructed that they should not gap unduly or unequally and if the height of the platform or the gangway or the stairway is more than 3.60m above ground level or floor level, they should be closely board should have adequate width and should be suitable fenced as described in (i) above.
- (iv) Every opening in the floor of building or in working platform be provided with suitable means to prevent the fall of persons, materials by providing suitable fencing or railing whose minimum height shall be 0.90m.

- (v) Safe means of access shall be provided to all working platforms and other working places. Every ladder shall be provided security fixed. No portable single ladder shall be over 9m in length, while the width between side rails in rung ladder shall in case be less than 0.29m for ladder up to and including 3.0 m in length. For longer ladder this width should be increased at least 1/4% for each additional foot of length uniform step spacing shall not be exceeding 0.30m. Adequate precautions shall be taken to prevent danger from electrical equipment. No materials on any of the sisters of work be stacked or placed as to cause danger or inconvenience to any person of the public. The contractor shall also provide all necessary fencing and lights to protect the public from accident and shall be bound to bear the expenses of defence of every suit. Action or other proceedings at all that may be brought by any person for injury sustained owing to neglect of the above precautions and to pay any damages and cost which may be awarded in any such suit, action or proceeding to any such person or which may with the consent of the contractor, he has paid to compromise any claims by any such person.
- (vi) All trenches 1.20m or more depth shall at all times be supplied with at least one ladder for each 30m in length or traction thereof. Ladder shall be extended from bottom of the trench to at least 0.08m above surface of the ground. The side of trenches which are 1.50m or more in depth shall be sloped back to give suitable sloped or securely held by timber branching, so as to avoid danger of side collapse. The excavated materials shall not be placed within 1.50m of the edge of trench or half of the trench whichever is more. Cutting shall be done from top to bottom, under no circumstances undermining or undercutting shall be done.
- (vii) Before any demolition work is commenced and also during the progress of work.
  - (a) All roads & open areas adjacent to the work site shall either be closed or suitable protected,
  - (b) No electric cable or apparatus which is liable to be a source of danger or no cable or apparatus used by the operator shall remain electrically charged.
  - (c) All practical steps shall be taken to prevent danger to persons employed from risk of fire or explosion or flooding. No floor, roof or other part of the building shall be so over loaded with debris or materials as to render it unsafe,
- (viii) All necessary personal safety equipment as considered adequate by the Engineer-in-charge should be kept available for use of the person employed on the site and maintained in a condition suitable for immediate use and the contractor should take adequate steps to ensure proper use of equipment by those concerned.
  - (a) Workers employed on mixing asphaltic materials cement and lime mortars shall be provided with protective footwear and protective goggles.
  - (b) Those engaged in welding washing and mixing or stacking of cement bags or any material, which is injurious to the eye, shall be provided with protective goggles.
  - (c) Those engaged in welding work shall be provided with protective goggles etc.
  - (d) Stone breaker shall be provided with protective goggles and protective clothing & seated at sufficiently safe intervals.
  - (e) When workers are employed in sewers and manholes, which are in use, the contractor shall ensure that the manhole covers are opened and are ventilated at least for an hour before the workers are allowed to get into the manholes and the manholes so opened shall be cordoned off with suitable railing and provided with waiting signals or boards to prevent accident to the public.
  - (f) The contractor shall not employ men below the age of 18 years and woman on the work of painting with products containing lead in any form. Whenever men above

the age of 18 years are employed for the work of lead painting the following precautions should be taken:

1. No paint contained lead or products should be used except in the form of paste of readymade paint.
  2. Suitable face masks should be supplied for the use of workers when paint is applied in the form of spray or a surface having lead paint dry rubber and scrapped.
  3. Oil shall be supplied by the contractors to the workmen and adequate facilities shall be provided to enable the working painters to wash during the process of work.
- ix) When the work is done near any place where there is risk of (drowning, necessary equipments should be provided and kept ready for prompt rescue of any person in danger and adequate provision should be made for prompt first aid treatment of all injuries likely to be sustained during the course of risk.
- x) Use of machines tackle including their attachments, anchors and supports shall confirm to the following standard or conditions:
- 1]
    - a) Those shall be in mechanical good condition of sound material and adequate strength and free from patent defect and shall be kept in good required and in good working order.
    - b) Every rope used in hoisting or lowering materials or as a means of suspension shall be of durable quality, adequate strength and free from defect.
  - 2] Every crane driver or hoisting appliance operator shall be properly qualified and no person under an age of 21 years should be in charge of any hoisting machine including any scaffold which gives signals to the operators.
  - 3] In case of every hoisting machine and on every chain ring hood, shackle swivel and pull block used in hoisting or lowering or as means of suspension the safe working load shall be ascertained by adequate means. Every hoisting machine and all gear referred to above shall be plainly marked with the safe working load. In case of hoisting machine having a variable/safe working load of the conditions under which it is applicable shall be clearly indicated. No part of any machine or any gear referred to above in this paragraph shall be loaded beyond the safe working load except for the purpose of testing.
  - 4] In case of departmental machines, the safe working load shall be notified by the Electrical Engineer-in-charge. As regards contractor's machine, the contractor shall notify the safe working load of the machine to engineer-in-charge. Whenever he brings any machinery to site of the work he must get it verified by the Electrical Engineer concerned.
- (xi) Gearing, Transmission, Electric wiring and other dangerous parts of hoisting appliances shall be provided with efficient safeguard. Hoisting appliances should be provided with such means as will reduce to minimum risk of accident independent of the load. Adequate precautions should be taken to reduce to the minimum risk of any part of suspended load becoming accidentally displaced.

When workers employed on electrical installations which are already energized insulating mats wearing apparel, such as Gloves, sleeves and boots as may be necessary should be provided, the workers should not wear any ring, watch & carry key or other materials which are good conductors of electricity.

- (xii) All scaffolds ladders and other safety devices mentioned or described herein shall be maintained in safe condition and no scaffold, ladder equipment shall be altered or removed while it is used. Adequate washing facilities shall be provided at or near places of work.
- (xiii) These safety provisions shall be brought to notice to all concerned by display on a Notice Board at a prominent place at the worksite. The persons responsible for compliance of the safety codes shall be named therein by the contractor.
- (xiv) To ensure effective enforcement of the rules regulations relating to safety precaution the arrangements made by the contractor shall be open to inspection by the labour Officer, Engineer-in-charge of the department or their representatives.
- (xv) Notwithstanding to above clause from (i) to (xiv) there is nothing in these to exempt contractor from the operations of any Act or Rule in force in Republic of India.

## **COMPLIANCE OF LABOUR LAWS**

### **1. Labour**

- 1.1 The Contractor shall, unless otherwise provided in the Contract, make his own arrangements for the engagement of all staff and labour, their payment, housing, feeding and transport. The Contractor shall, if required by the Engineer, deliver to the Engineer a return in detail, in such form and at such intervals as the Engineer may prescribe, showing the staff and the numbers of the several classes of labour from time to time employed by contractor on the site and such information respecting contractor's equipment as the Engineer may require.
- 1.2 The work has to be carried out through regular employees as far as possible and the Wages thereof are to be made in their bank accounts

### **2. Compliance with Labour Regulations**

- 2.1 During continuance of the contract, the contractor and his sub-contractors shall abide at all times by all existing labour enactments and rules made thereunder, regulations, notifications and bye laws of the State or Central Government or local authority and any other labour law, including rules, regulations, bye laws that may be passed or notification that may be issued under any labour law in further either by the State or Central Government or the local authority. Salient features of some of the major labour laws that are applicable to construction industry are given below. The contractor shall be held responsible in case any action is taken against the Employer by the competent authority on account of contravention of any of the provisions of any Act or rules made thereunder, regulations or notifications including amendments. If the Employer is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications bye laws/acts/rules/regulations/including amendments, if any on the part of the contractor, the Engineer/Employer shall have the right to deduct any money due to the

Contractor including his amount of performance security. The Employer/Engineer shall also have right to recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by the Employer.

The employees of the contractor and the sub-contractor in no case shall be treated as the employees of the Employer at any point of time.

## **2.2 SALIENT FEATURES OF SOME MAJOR LABOUR LAWS APPLICABLE TO ESTABLISHMENT ENGAGED IN BUILDING AND OTHER CONSTRUCTION / CIVIL WORKS.**

- a) **Workmen Compensation Act, 1923:-** The act provides for compensation in case of injury by accident arising out of and during the course of employment.
- b) **Payment of Gratuity Act, 1972 :-** Gratuity is payable to an employee under the Act on satisfaction of certain conditions on separation if an employee has completed 5 years' service or more or on death the rate of 15 days' wages for every completed year of service. The Act is applicable to all establishments employing 10 or more employees.
- c) **Employees PF and Miscellaneous Provisions Act, 1952:-** The Act provides for monthly contributions by the employer and workers @10% or 8.33% or as applicable. The benefits payable under the Act are:
  - i. Pension or family pension on retirement or death as the case may be.
  - ii. Deposit linked Insurance on the death in harness of the worker.
  - iii. Payment of PF accumulated on retirement/death etc.
- d) **Maternity Benefit Act, 1951:-** The Act provides for leave and some other benefits to women employees in case of confinement or miscarriage etc.
- e) **Contract Labour (Regulation & Abolition) Act, 1970:-** The Act provides for certain welfare measures to be provided by the contractor to contract labour and in case the contractor fails to provide, the same are required to be provided by the Principal Employer by Law. The Principal Employer is required to take Certificate of Registration and the contractor is required to take license from the designated Officer. The Act is applicable to the establishments or contractor of Principal Employer if they employ 20 or more contract labour.
- f) **Minimum Wages Act, 1948:-** The Employer is supposed to pay not less than the Minimum Wages fixed by appropriate Government as per provisions of the Act if the employment is a scheduled employment. Construction of Buildings, Roads and Runways are scheduled employment.
- g) **Payment of Wages Act, 1936:-** It lays as to by what date the wages are to be paid, when it will be paid and what deductions can be made from the wages of the workers.
- h) **Equal Remuneration Act, 1979:-** The Act provides for payment of equal wages for work of equal nature of Male and Female workers and for not making discrimination against Female employee in the matters of transfers, training and promotion etc.

- i) **Payment of Bonus Act, 1965:-** The Act is applicable to all establishments employing 20 or more workmen. The Act provides for payments of annual bonus subject to a minimum of 8.33% of wages and maximum of 20% of wages to employees drawing Rs. 3500/- per month or less. The bonus to be paid to the employee getting Rs. 2500/- per month to about up to Rs. 3500/- per month shall be worked out by taking wages as Rs. 2500/- per month only. The Act does not apply to certain establishments. Some of the State Governments are exempted for five years in certain circumstances. Some of the State Governments have reduced the employment size from 20 to 10 for the purpose of applicability of the Act.
- j) **Industrial Disputes Act, 1947:-** The Act lays down the machinery and procedure for resolution of Industrial disputes, in what situations a strike or lock-out becomes illegal and what are the requirements for laying off or retrenching the employees or closing down the establishment.
- k) **Industrial Employment (Standing Orders) Act, 1946:-** It is applicable to all establishments employing 100 or more workmen (employment size reduced by some of the State and Central Government to 50). The Act provides for laying shown rules governing the conditions of employment by the Employer on matters provided in the Act and get the same certified by the designated Authority.
- l) **Trade Union Act, 1926:-** The Act lays down the procedure for registration of trade unions of workmen and employees. The Trade Unions registered under the Act have been given certain immunities from civil and criminal liabilities.
- m) **Child Labour (Prohibition & Regulation) Act, 1986:-** The Act prohibits employment of children below 14 years of age in certain occupations and processes and provides for regulations of employment of children in all other occupations and processes. Employment of Child Labour is prohibited in Building Industry.
- n) **Inter-State Migrant Workmen's (Regulation of Employment & Conditions of Service) Act, 1997:-** The Act is applicable to an establishment which employs 5 or more inter-state migrant workmen through an intermediary (who has recruited workmen in one state for employment in the establishment situated in another state). The Inter-State migrant workmen, in an establishment to which this Act becomes applicable, are required to be provided, certain facilities such as Housing, Medical-Aid, Travelling expenses from home up to the establishment and back etc.
- o) **The Building and Other Construction Workers (Regulation of Employment and Conditions of Service) Act, 1996 and the Cess Act of 1996:-** All the establishments who carry on any building or other construction work and employs 10 or more workers are covered under this Act. All such establishments are required to pay cess at the rate not exceeding 2% of the cost of construction as may be modified by the Government. The employer of the establishment is required to provide safety measures at the Building or construction work and other welfare measures, such as canteens, First-Aid facilities, Ambulance, Housing accommodation for workers near the work place etc. The Employer to whom the Act applies has to obtain a registration certificate from the Registering Officer appointed by the Government.
- p) **Factories Act, 1948:-** The Act lays down the procedure for approval at plans before setting up a factory, health and safety provisions, welfare provisions, working houses, annual earned leave and rendering information regarding accidents or dangerous occurrences to designated

authorities. It is applicable to premises employing 10 persons or more with aid of power or 20 or more persons without the aid of power engaged in manufacturing process.



***SECTION -3***

**LETTER OF BID &  
FORMATS**

## **FORMAT OF LETTER OF BID**

<b>LETTER HEAD OF BIDDER (AS ENROLLED ONLINE ON e-PROCUREMENT PORTAL OF COAL INDIA LIMITED)</b>
-----------------------------------------------------------------------------------------------------

To  
**The Tender Committee,**  
E&M Department,  
CMPDI, RI-VII, Bhubaneswar.

**Sub:** Letter of Bid for the work “**Providing power supply arrangement to four numbers of new elevators in B1, B2, C and D block buildings at CMPDI residential colony, Sainik School, Bhubaneswar**”

**Ref.:**

- 1. CMPDI/RI-VII/E&M/e-T/2016-17/1106, Dtd:21.07.2016**
- 2. Tender Id No.: 2016\_CMPDI\_\_1**

Dear Sir,

I/We offer to execute the work as per our offered bill of quantity in accordance with the conditions of the NIT document as available in the website. The details of the EMD being submitted by us has been furnished on-line.

This Bid and your subsequent Letter of Acceptance / Work Order shall constitute a binding contract between us.

I/We hereby confirm our acceptance of all the terms and conditions of the NIT document unconditionally.

If any information furnished by me/us online towards eligibility in 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 CMPDIL.

*(This document is digitally signed by the DSC holder authorized by the bidder and therefore no physical signature is required).*

## **AFFIDAVIT**

(NON JUDICIAL STAMP PAPER OF Rs 5.00/-)

I.....Partner/Legal  
Attorney Proprietor/Accredited Representative of M/s. .... Solemnly  
declared that:

1. I/We are submitting tender for the work

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

against Tender Notice No. ----- Dated -----

2. None of the partners of our firm is relative of employee of CMPDI.
3. All information furnished by me / us in respect of fulfillment of eligibility criteria and information given in this Bid is complete, correct and true
4. All documents / credentials submitted along with this tender are genuine, authentic, true and valid.
5. If, any information or document submitted is found to be false /incorrect at any time, Employer may cancel my 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 blacklisting of our firm and all Partners of the firm etc.
6. I/We have never been banned or delisted by any Govt. or Quasi Govt. Agency or any Public Sector Undertaking.

OR

I/We have been banned by the organization named “-----“for a period of -----  
----- year/s, effective from ----- to -----

7. I/We, hereby, abide by CMPF/EPF clause of the tender document and ensure implementation of the same and misc. provisions therein & allied scheme framed there under in respect of the workers deployed.

Signature of the Tenderer

Dated-----

**Seal of Notary**

## **PROFORMA FOR EXECUTION OF AGREEMENT.**

### **STAMP PAPER.**

AGREEMENT NO. \_\_\_\_\_ DT. \_\_\_\_\_

This agreement is made on ..... day of ..... between Central Mine Planning and Design Institute Limited, RI-VII having its registered office at Bhubaneswar, Odisha – 751001 (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 WITNESS AND IT IS HEREBY AGREED 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 annexures 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 ...)
  - 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 Drawings (Page ... to ...)
- 3) In consideration for the payment of the 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) Performance security i.e. First part of security:- The company has converted a sum of Rs..... Only deposited by the said contractor as Earnest Money vide DD No./BG No.(valid upto) into a part of Performance Security Deposit of 5% of the awarded work value. The balance of Rs..... upto 5% of the work order value has been deposited by the contractor vide DD no./BG No.(valid upto). The total performance security including EMD is @5% of the total award value of the work. The security deposit amount shall not carry any interest.
- 5) Retention money i.e. Second part of security:-The second. Part of security i.e. retention money @5% of the executed work value is to be recovered from each running bills and release of both the aforesaid security deposit will be dealt as per General terms and conditions.

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

1. Partner. Signature

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:

## **PROFORMA OF BANK GUARANTEE INLIEU OF BID SECURITY/EARNEST MONEY**

To .....

Dear Sir,

1. In consideration of the notice issued by ....., having its registered office at .....(hereinafter called “ the Company” which expression shall unless repugnant to the subject or context includes its successors and assigns) having agreed to accept from M/s.....having its registered office at.....(herein after called ‘the said Bidder’ which expression shall unless repugnant to the subject or context includes its successors and assigns) a Bank Guarantee from a Nationalized/Scheduled Bank in lieu of deposit of Bid Security/Earnest Money in Bank Draft amounting to Rs..... for the due fulfillment of the terms and conditions contained in the Bid No.....dated..... We.....Bank (hereinafter referred to as the Bank) having its office/Branch at ..... do hereby undertake to pay to the company an amount not exceeding Rs.....on demand by the company, for the reason of any breach by the Bidder of any of the terms and conditions contained in the said Bid. The decision of the company as to whether any such breach having been committed by the Bidder shall be final and binding on us.
2. We.....Bank do hereby undertake to pay an amount due and payable under this guarantee without any demur merely on a demand from the company stating that the amount claimed is due from the Bidder for the reason of breach by the said Bidder of any of terms and conditions contained in the said Bid or for the reason of the Bidder failing to keep the Bid valid. Any such demand made on the Bank shall be conclusive. As regards the amount due and payable by the Bank under this Guarantee shall be restricted to an amount not exceeding.....
3. We, the said Bank further agree that the Guarantee herein contained shall come into force from the date hereof and shall remain in full force and effect till a demand or claim under this guarantee is made on us in writing on or before the.....\*\*..... We shall be discharged from all liability under this Guarantee thereafter. \*\* The Bidder shall allow guarantee upto bid validity period plus 90 days considering date of submission / revised submission, if any or up to ..... as fixed by the Notice inviting authority.
4. We, the said Bank lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the company in writing and agree that any change in the constitution of the said Bidder or the Bank shall not discharge our liability hereunder.
5. The bank has under its constitution power to give this guarantee and Sri ..... who has signed it on behalf of the bank, has authority to do so.

Signed and sealed this.....day of.....at.....

SIGNED, SEALED AND DELIVERED  
For and on behalf of the Bank by:  
(Signature)  
(Name)

(Designation)  
(Code number)  
(Address)

“The Bank Guarantee as referred above shall be operative/payable at our branch at.....

(NIT shall specify town/city of the operative Branch. Bank Guarantee shall specify name of the branch with address of the specified town/city)”

Signature of the authorized person For and on behalf of the Bank.

**BANK GUARANTEE PROFORMA FOR PERFORMANCE SECURITY/GUARANTEE**

*(TO BE STAMPED IN ACCORDANCE WITH STAMP ACT)*

*(TO BE ISSUED BY ANY NATIONALISED/ SCHEDULED BANK  
AUTHORISED BY RBI TO ISSUE A BANK GUARANTEE)*

To:

**Central Mine Planning & Design Institute Limited,  
RI – VII, Bhubaneswar, Odisha-751001**

In consideration of the **Central Mine Planning & Design Institute Limited**, RI-VII having its Registered office at **Bhubaneswar, Odisha-751001** (hereinafter called to as the “Employer” which expression shall unless repugnant to the context or meaning thereof, include all successors, administrators and assigns) having awarded to \_\_\_\_\_ *[Name & Address of the Contractor]* (hereinafter called to as “Contractor” which expression shall unless repugnant to the context of meaning thereof include its successors, administrators, executors and assigns) the work \_\_\_\_\_ *[Name of the Work]* by issue of Letter of Award No. \_\_\_\_\_ *[Work Order/Letter of Intent No.]* and the same having been unequivocally accepted by the Contractor resulting into a Contract Agreement dated \_\_\_\_\_ valued at \_\_\_\_\_ *[value of Work Order]* (hereinafter called ‘the Contract’) and the Employer having agreed to accept Performance Bank Guarantee of \_\_\_\_ *[indicate figure]*% of the Contract Sum \_\_\_\_\_ *[amount in figures and words]* from a Nationalized/Scheduled Bank for due performance of the work executed by the Contractor as per the terms & conditions contained in the said Contract.

We, \_\_\_\_\_ *[name of the Bank]*, of \_\_\_\_\_ *[address of the Bank]* (hereinafter called to as “Bank” which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the Employer immediately on demand and or, all money payable by the Contractor to the extent of \_\_\_\_\_ *[amount of guarantee in figures and words]* , at any time from \_\_\_\_\_ to \_\_\_\_\_ without any demur, reservation, recourse, contest or protest and/or without any reference to the Contractor. Any such demand made by the Employer on the Bank shall be conclusive and binding notwithstanding any difference between the Employer and the Contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. We agree that the Guarantee herein contained shall be irrecoverable and shall continue to be enforceable as per the terms & conditions contained in the said Contract.

The Employer shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee, from time to time, to extend the validity of time of Performance of the Contract by the Contractor. The Employer shall have the fullest liberty without affecting this Guarantee, to postpone, from time to time, the exercise of any powers vested in them or of any right which they might have against the Contractor, and to exercise the same at any time in any manner, and either to enforce or to forebear or to enforce any covenants contained or implied in the Contract, between the Employer and the Contractor or any other course or remedy or security available to the Employer. The Bank shall not be released of its obligations under these presents by any exercise by the Employer of its liberty with reference to matter aforesaid or any of them or by reason of any other act of forbearance or other acts of omission or commission on the part of the



Employer or any other indulgence shown by the Employer or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving the Bank. The Bank also agrees that the Employer at its option shall be entitled to enforce this Guarantee against the Bank as a Principal Debtor in first instance, without proceeding against the Contractor and notwithstanding any security or other Guarantee that the Employer may have in relation to the Contractor's liabilities.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ at \_\_\_\_\_

For and on behalf of the Bank.

Signature \_\_\_\_\_

Name \_\_\_\_\_

Designation \_\_\_\_\_

Common Seal of Bank \_\_\_\_\_

## **SAMPLE REGISTER**

**1. Name of Work:** \_\_\_\_\_

**2. Contract Agreement No. :** \_\_\_\_\_

Sl. No	Brief Particular of Sample Material Applicable	Make / Source	Reference of BIS Code if applicable	Requirement of relevant IS in brief where applicable	Details of test carried out indicating source	Date of presentation of sample to client Engineer	Date of approval of sample by client engineer	Rejection if any, with reasons	Sign of client Engineer
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)

## **SITE ORDER BOOK**

**1. Name of Work:** \_\_\_\_\_

**2. Contract Agreement No. :** \_\_\_\_\_ \

Sl. No	Date	Brief Particular of Instruction / order of Client Engineer	Action taken by Contractor	Date of Compliance of Instruction of Engineer	Verification of Compliance by Client	Remarks
(1)		(2)	(3)	(4)	(5)	(7)

## **HINDERANCE REGISTER**

1. Name of Work: \_\_\_\_\_
2. Contract Agreement No. : \_\_\_\_\_
3. Date of Commencement: \_\_\_\_\_
4. Stipulated Date of Completion: \_\_\_\_\_
5. Extended Date of Completion, if applicable: \_\_\_\_\_

Sl. No	Nature of Hindrance	Activity of Work affected	Effect of Hindrance on employment of labour and T&P etc	Date of notification of hindrance by contractor	Signature of contractor's representative	Date of removal of hindrance	Sign of client Engineer	Period of Hindrance
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)