



cmpdi
A Mini-Ratna Company

सेन्ट्रल माईन प्लानिंग एण्ड डिजाइन इन्स्टीच्यूट लिमिटेड
(कोल इण्डिया लिमिटेड की अनुषंगी कम्पनी / भारत सरकार का एक लोक उपक्रम)
गोन्दवाना प्लेस, काँके रोड, राँची - 834 031, झारखंड (भारत)
Central Mine Planning & Design Institute Limited
(A Subsidiary of Coal India Limited / Govt. of India Public Sector Undertaking)
Gondwana Place, Kanke Road, Ranchi - 834 031, Jharkhand (INDIA)

To

M/s

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Sub : Quotation document for the work “**Annual Maintenance Contract for 37 nos. (26 nos. 1.5 Te. & 11 Nos. 2.0 Te. Capacity) Split Air-Conditioners (Make – LG) at CMPDI (HQ), Ranchi.**”

Quotation Notice no.- **58 of 2017-18 Dt. 22.03.2018**

Dear Sir,

Please submit your offer for as per enclosed BOQ.

Encl. : Bill of Quantity & General terms and conditions

General Manager (TE & CM)



फोन नम्बर / Phone No : +91 651 2230001 & 2230002,

फैक्स नम्बर / Fax No. : +91 651 2230003, 2231447

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No. TE/F-842/

Dated- 22.03.2018

Sealed item rate tenders are invited in single part from experienced and eligible contractors for the following work to be executed at CMPDI (HQ), Ranchi.

Sl. No.	Tender Notice no. & date	Description	Estimated cost (Rs.)	EMD (Rs.)	Completion time
1	58 of 2017-18 Dt. 22.03.2018	Annual Maintenance Contract for 37 nos. (26 nos. 1.5 Te. & 11 Nos. 2.0 Te. Capacity) Split Air-Conditioners (Make – LG) at CMPDI (HQ), Ranchi.	90,994.00	1140.00	365 days

Tender documents can be obtained on request in writing from the office of **GM (TE & CM)**, CMPDI (HQ), Kanke Road, Ranchi on any working day between 10.00 a.m. to 4 pm from **27.03.2018 to 05.04.2018 upto 3.00 PM free of cost.**

The eligibility criteria and details shall be available in the tender document. Subletting of the works shall not be permitted.

For further details, please log on CMPDI's web pages <http://www.cmpdi.co.in>. Any tenderer, who desires to download the tender document from website, may do so.

Duly filled in sealed tenders in single part should be submitted in the office of the **General Manager (TE&CM)**, CMPDI (HQ), Gondwana Place, Kanke Road, Ranchi upto 3.00 p.m. on **06.04.2018** and the tenders shall be opened at **3.30 p.m. on the same day** in presence of the attending tenderers or their authorised representatives. The **Earnest Money** will have to be deposited in the form of Bank Draft from any nationalized/scheduled Bank payable to "**CMPDI Ltd., Ranchi.**" The **Earnest Money** Deposit shall be submitted in a **separate sealed envelope**, which will be opened first.

CMPDI does not bind itself to accept the lowest tender and reserves the right to reject any or all the tenders without assigning any reason whatsoever.

GM (TE&CM)

Circulation :

1. GM(E&M), CMPDI(HQ), Ranchi
2. CM(E&M)/TE&CM, CMPDI (HQ), Ranchi.
3. Notice Board of TE & CM, CMPDI(HQ), Ranchi.



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Instruction to the bidder

The details of Terms & conditions are as under :-

1. Earnest money amounting to **Rs. 1140.00 (Rupees one thousand one hundred forty only)** is to be deposited in the form of Demand Draft drawn in favour of "CMPDI Ltd" on any Scheduled Bank payable at its Branch at Ranchi and should be submitted in a different envelope.
2. Tenders thus submitted shall consist of the following :
 - a. Complete set of the tender documents as sold, duly filled in and signed on all pages and at different places as required of the tender documents including the tenders as per the tender notice, as applicable.
 - b. Copy of work order and final passed bill / Certificate regarding experience of having successfully completed similar work (as defined in the tender document) during last 7 (seven) years ending 31st March, 2017 should be either of the following:
 - c. "Three similar completed works each costing not less than 40% of estimated cost or
 - d. Two similar completed works each costing not less than 50% of estimated cost or
 - e. One similar completed work costing not less than 80% of estimated cost."
3. Photocopy of GSTIN. If not registered, then declaration for unregistered bidder.
4. Photocopy of PAN (Permanent Income Tax Account No.).
5. Full name & address of the tenderer shall be written on the bottom left hand corner of the sealed cover.
6. Bidders shall quote the rate of the items without the impact of GST. L1 will be decided on Cost to Company basis i.e including GST.
7. The quoted rate must include the labour, transportation and other charges.
8. Contract period – 365 days from the date of issue of work order.
9. The Earnest Money of the unsuccessful bidders shall be refunded after award of work and shall bear no interest.
10. No Bid will be accepted unless accompanied by requisite Earnest Money Deposit as stated above.
11. Controlling Authority: GM (TE & CM), CMPDI(HQ), Ranchi or his authorized representative.
12. Paying Authority : GM(F/EXP), CMPDI(HQ), Ranchi.
13. The other terms and condition of the NIQ will be as per General Terms and conditions.(Copy Enclosed)

Special terms & conditions of AMC for 1.5 / 2.0 TR Split Type Air – Conditioner

1. **Scope of Work**
 - (a) The party will provide comprehensive maintenance for items that includes replacement of defective/unserviceable parts (free of cost). The defective parts will be replaced with equivalent quality in performance. The parts will be provided on exchange basis, i.e. the defective parts replaced will become the vendor's property.
 - (b) Each AC would undergo preventive maintenance once every quarter. Joint certificate to be signed every quarter.
 - (c) Regular maintenance service will be provided during general shift of CMPDI's working hours on weekdays only.
 - (d) In the event of breakdown the party shall ensure that the fault will be attended within 12 hours from the date/time of intimation by CMPDI.
 - (e) The party will provide painting of the inside portion of outside unit of AC once a year (preferably in Winter).
2. **Comprehensive AMC charges**
The rate will be valid for entire period of AMC.
3. **Uptime guarantee**
The party should ensure 90% uptime of the ACs. The uptime and downtime penalty will be calculated on the basis of point 5.
4. **Payment Terms**



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The rate of the AMC should be firm during the contractual period. The AMC charge will be paid on quarterly basis after expiry of each quarter on submission of pre-receipted bill along with uptime certificate in triplicate by the party to HOD (TE & CM), CMPDI, Ranchi. An amount for any shortfall from the uptime guaranteed (i.e. 90%) will be deducted from the billed amount for that quarter.

5. Downtime Penalty

- (i) The party should guarantee 90% availability (uptime) for the machines on quarterly basis.
- (ii) Machine downtime will be reckoned only during the working hours i.e. 9.30 hours to 17.30 hours (8 hours) on CMPDI working days. Downtime beyond these hours on a working day would be excluded. For example, if the downtime starts at 12.00 hours on a day and extends upto 11.00 hours the following working day, the downtime would be calculated as below :
- First day from 12.00 hours to 5.30 hours, equal to 5.30 hours.
- Second day from 9.30 hours to 11.00 hours, equal to 1.30 hours.
- Total downtime – 7 hours.
- (iii) The downtime period will start from the time and date of reporting complaint to the party.
- (iv) The availability percentage will be calculated for each quarter. Penalty will be imposed on pro-rate basis, if the availability falls below 90%. Thus,

$$\text{Penalty} = \frac{(90\% - \text{actual availability}) \times (\text{AMC charge}/4)}{90\%}$$

- (v) No bonus or additional sums shall be payable if the availability is more than 90%.
- (vi) Actual availability percentage for each machine will be calculated as follows :

$$\text{Actual availability} = \frac{\left(\frac{\text{No. of working day In the quarter} \times 8}{\text{Downtime hours during the quarter}} \right) \times 100}{\text{No. of working days in the quarter} \times 8}$$

- (vii) Penalty for any quarter to be imposed will be calculated on the basis of the following table.

Availability percentage (rounded)	Penalty
90% and above	Nil
85% to 89%	As per rate calculated in 5. ii, iv, vi
50% go 84%	Double the calculated amount as per rate calculated in 5. ii, iv, vi
Below 50%	No AMC payment for the quarter.

Signature and Seal of tenderer
Date



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BILL OF QUANTITIES

Name of work : Annual Maintenance Contract for 37 nos. (26 nos. 1.5 Te. & 11 Nos. 2.0 Te. Capacity) Split Air-Conditioners (Make – LG) at CMPDI (HQ), Ranchi.

Tender Notice No. : 58 of 2017-18 Dt. 22.03.2018

A. Items with Input tax Credit (ITC)

Description of items	Unit	Qty (Nos)	Rate (Rs)	Amount (Rs.)
LG make 2 Ton Split AC	Nos.	8.00		
LG make 1.5 Ton Split AC	Nos.	19.00		
Total =Rs.				
GST @ 18 %				
Total including GST				
Total in words :				

B. Items without Input tax Credit (ITC)

Description of items	Unit	Qty (Nos)	Rate (Rs)	Amount (Rs.)
LG make 2 Ton Split AC	Nos.	3.00		
LG make 1.5 Ton Split AC	Nos.	7.00		
Total =Rs.				
GST @ 18 %				
Total including GST				
Total in words :				

Signature and Seal of tenderer
Date

Note: Bidders shall quote the rate of the items without the impact of GST



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GENERAL TERMS AND CONDITIONS

1. Definitions

i) The word "Employer" or "Company" or "Owner" wherever occurs in the conditions, means the Central Mine Planning & Design Institute Limited, represented at Head Quarters of the Company by the General Manager (Civil)/TE&CM, CMPDI or his authorized representatives or any other officer specially deputed for the purpose who will employ the contractor.

ii) The word "Principal Employer" wherever occurs, means the officer nominated by the Company to function on its behalf.

iii) The word "Contractor/ Contractors" wherever occurs means the successful bidder /bidders who has/have deposited the necessary Earnest money and has/have been given written intimation about the acceptance of tender and shall include legal representative of such individual or persons composing a firm or a company or the successors and permitted assignees of such individual, firm or Company, as the case may be and any constitutional, or otherwise change of which shall have prior approval of the employer.

iv) "Site" means the land and places including any building and erection thereon, over, under, in or through which the Permanent works or Temporary works designed by the Engineer-in-Charge are to be executed and any other lands and places provided by the Employer for working 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 on its behalf by the company.

vii) "Engineer-in-charge" shall mean the officer nominated by the company in the Civil Engineering cadre/ discipline who is competent to direct supervisors and 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 / lump sum contracts the total sum for which tender is accepted by the company.

b) in the case of other types of contracts the total sum arrived at based on the individual rate(s) / percentage rate(s) quoted by the tenderer for the various items shown in the Schedule of Quantities" of the tender document as accepted by the Company with or without any alteration as the case may be.

xiii) "Written notice" shall mean a notice or communication in writing and shall be deemed to have been duly served if delivered in person to the individual or to a member of the contractors firm or to an office of the company for whom it is intended, or if delivered at or sent by registered mail / e-mail to the last business address known to him who gives the notice.

xiv) "The constructional plant" means all appliances, tools, plants or machinery of whatsoever nature required in or about the execution, completion or maintenance of the works but does not include materials or other things intended to form part of the permanent work.

xv) "Letter of Acceptance of Tender" means letter giving intimation to the tenderer that his tender has been accepted in accordance with the provisions contained in that letter.



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xvi) "Department" means the Civil Engineering Department of Coal India Limited or any of its subsidiary companies/units represented by the appropriate authority.

xvii) "Act of insolvency" means as it is designed by Presidency Town Insolvency Act or Provincial Insolvency Act or any act amending such originals.

xviii) The words indicating the singular only also include the plural and vice-versa where the context so requires.

xix) "Drawings"/"Plans" shall mean all:

- drawings furnished by the owner with the bid document, if any, as a basis for proposals,
- working drawings furnished by the Owner after issue of letter of acceptance of the tender to start the work,
- subsequent working drawings furnished by the owner in phases during progress of the work, and
- drawings, if any, submitted by the contractor as per provision of the contract and duly approved by the owner.

xx) "Codes" shall mean the following, including the latest amendments, and/or replacements, if any:

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

2. Contract Documents and Miscellaneous Provisions :

The following documents shall constitute the contract documents :

- Articles of Agreement.
- Letter of Acceptance of Bid/ Work Order indicating deviation, if any, from the conditions of contract incorporated in the tender document issued to the bidder.
- Notice Inviting Tender and Instructions to Bidders.
- Conditions of Contract including General Terms & Conditions of contract, Additional Terms & Conditions, Special Terms & Conditions, and Commercial Terms & Conditions etc.- as applicable.
- Frozen terms & conditions / technical parameters and revised offer, if any.
- Specifications/ scope of Work, if any.
- Schedule of quantities (or Bill of Quantities) along with accepted rate.
- Contract drawings and work programme.
- Safety Code etc. forming part of the tender,
- Integrity Pact (If applicable).

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

For additional copy, cost to be charged. All additional copies should be certified by the Engineer-in-Charge.

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

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



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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;

- Description in Bill of Quantities of work.
- Particular specification and special conditions, if any
- Drawings.
- General specifications.
- 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.

4.0 Security Deposit:

4.1 Security Deposit shall consist of two parts;

- Performance Security to be submitted at award of work and
- Retention Money to be recovered from running bills.

The security deposit shall bear no interest.

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

- a Bank Guarantee in the form given in the bid document from any Scheduled bank. The BG issued by outstation bank shall be operative at its local branch at Ranchi or branch at Ranchi. Bank Guarantee against Performance Security shall be applicable if the amount of Performance Security exceeds Rs. 5.0 lakhs.
- Govt. Securities, FDR or any other form of deposit stipulated by the owner and duly pledged in favour of owner.
- Demand Draft drawn in favour of "CMPDI Ranchi" on any Scheduled Bank payable at its Branch at Ranchi.

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/ 1st part of security deposit.

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

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

- at Bidder's option by a Scheduled Bank , or
- 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.



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

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

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

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

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

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

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

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

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

4.7 REFUND OF SECURITY DEPOSIT: The refund of security deposit shall be subject to company's right to deduct/ appropriate its due against the contractor under this contract or under any other contract.

On completion of the entire work and issue of defect liability certificate (taking over certificate with a list of defects) by the Engineer-in-charge, one half of the security deposit remaining with the company

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

The other half (Retention Money) shall be refunded to the contractor after issue of No Defect Certificate by the Engineer-in-Charge on the expiry of Defect Liability Period of six months , subject to the following conditions:

a) Any defect/defects in the work, if detected after issue of defect liability certificate (Taking over certificate with list of defects) is/are rectified to the satisfaction of the Engineer-in-Charge within the said defect liability period of six months or on its due extension till completion of the rectification works as required.

b) In the case of building work or other work of similar nature, the refund shall be made on the expiry of the said six months period or at the end of one full monsoon period i.e. June to September, whichever is later in point of time and any defects such as leakages in roof, effloresces in walls, dampness, defects in drainage etc. should be rectified to the satisfaction of Engineer-in-Charge.

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

4.8 Additional performance security: (applicable for item rate as well as percentage rate tenders):

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

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

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

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

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

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



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

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

a) For some specialized items of work such as anti-termite treatment, waterproofing work, kiln seasoned and chemically treated wooden shutters, or any other item of work deemed as such 'specialized' by Engineer-in-Charge that are entrusted to specialized firms or contractors who associate specialized agencies, the contractor / firm executing the work should be asked to give a specific guarantee that they shall be responsible for removal of any defects cropping up in these works executed by them during the guarantee period. The form of the guarantee to be executed by the contractors shall be as enclosed.

b) 10% of the security (performance security and retention money) deposited / deducted from the bills of the contractors, relevant to the item(s), shall be refunded to him after expiry of Guarantee period. The security amount relevant to the item(s) of work, may be released after 12 months of completion of work against equivalent BG and furnishing Guarantee as at (a) above.

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

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

In addition, all types of manufacturers guarantee/warranty wherever applicable are to be issued/ 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 work(s) in accordance with the instructions given to him in writing by the Engineer-in-Charge or his representative on behalf of the company. Such altered or additional or substituted work, which shall form part of the original contract, shall be carried out by the contractor on the same terms and conditions in all respects on which they agreed to do the main work and at the same rate/rates as are specified in the contract/ 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 extra item of work executed is available in the company's approved SOR, it will be paid at the schedule rate plus or minus the accepted percentage as per contract.

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

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 / class of work available in the agreement schedule of work or by analysis of rates as at below and the lower rate out of the above two shall be considered.

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

For 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.



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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. GM(C) of the company or Staff Officer(C) for the work awarded at Company Hqrs. level and Area level respectively, whose decision shall be final and binding on the contractor.

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

5.5 Payment for such deviated items [additional/ altered / substituted items of work of the agreement schedule] shall be made in the contractors running on account bills, till the revised estimate / deviation estimate regularizing these items are sanctioned by the competent authority of the company, at the provisional rates and shall not exceed :

a) 75% of the rate recommended by the Engineer-in-Charge to the accepting authority of the company i.e. GM(C) of the company or SO(C) of the Area, if the rate is directly available in the SOR of the company/ if the rate is derived from available rate of BOQ.

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

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

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

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

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

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

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

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

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

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

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

- For Buildings: All works up to 1.2 metres above ground level or up to floor 1 level whichever is lower.
- For abutments, piers and well steining : All works up to 1.2m above the bed level.
- 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.
- For reservoirs / tanks (other than overhead reservoirs / tanks): All works up to 1.2 metres above the ground level.
- 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.



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5.8 The company through its Engineer-in-Charge or his representative, on behalf of the company, shall have power to omit any part of the work in case of non-availability of a portion of the site or for any other reason and the contractor shall be bound to carry out the rest of the work in accordance with the instructions given by the Engineer-in-Charge. No claim from the Contractor shall be entertained/ accepted on these grounds.

5.9 In the event of any deviation being ordered which in the opinion of the contractor changes radically the original scope/nature of the contract, the contractor shall under no circumstances suspend the work, either original or altered or substituted, and the dispute/disagreement as to the nature of deviation and the rate/rates to be paid for such deviations shall be resolved separately with the company as per the procedures/ norms laid down hereafter.

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

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

Immediately after the contract is concluded i.e. LOA / Work Order is issued, the Engineer-in-Charge and the contractor shall agree upon a detailed time and progress chart prepared based on BAR CHART/ PERT CPM techniques on the basis of a construction schedule submitted by the contractor at the time of executing contract showing the order in which the work is proposed to be carried out within the time specified in the LOA /work order.

For the purpose of this detailed time and progress chart, the work shall be deemed to have commenced on the expiry of 10* (ten) days from the issue of Letter of Acceptance of Tender or 7(seven) days after handing over the site of work or handing over reasonable number of working drawings to the contractor or the period of mobilization allowed in the work order for starting the work in special circumstances, whichever is later.

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

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

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

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

i) @ half percent (½ %) of the contract amount/Revised Contract amount whichever is less, per week of delay.

OR

ii) ½ % 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.



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

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

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

a) Force Majeure:

i) Natural phenomena like unprecedented flood and draught, earthquakes & epidemics.

ii) Political upheaval, civil commotion, strikes, lockouts, acts of any Govt. (domestic/foreign) including but not limited to war, proprieties, and quarantine embargoes.

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

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

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

b) Serious loss or damage by fire and abnormally bad weather.

c) Non-availability of stores which are the responsibility of the company to supply as per contract.

d) Non-availability of working drawings in time, which are to be made available by the company as per contract during progress of the work.

e) Delay on the part of the contractors or tradesmen engaged by the company not forming part of the contract, holding up further progress of the work.

f) Non-availability or breakdown of tools and plant to be made available or made available by the company.

g) The execution of any modified or additional items of work or excess quantity of work.

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

6.4.1 A **HINDRANCE REGISTER** shall be maintained by both department and the contractor at site to record the various hindrances, as stated above, encountered during the course of execution.

Hindrance register will be signed by both the parties. The contractor may also record his observations in the Hindrance Register. In case the contractor has a different opinion for hindrance and a dispute arises then the matter would be referred to the EIC and or the next higher authority whose decision would be final & binding on the contractor & the decision to be communicated within 15 days.

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

6.4.3 The opinion of the Engineer-in-charge, whether the grounds shown for the extension of time are or are not reasonable, is final. If the Engineer-in-charge is of the opinion that the grounds shown by the contractor are not reasonable and declines to the grant of extension to time, the contractor cannot challenge the soundness of the opinion.

The opinion of the Engineer-in-charge that the period of extension granted by him is proper or necessary is not, however, final. If the contractor feels that the period of extension granted is inadequate he can appeal to the GM(Civil)/ CM(Civil) of the company for consideration on the question whether the period of extension is or is not proper or necessary.



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

6.4.5 When the period fixed for the completion of the contract is about to expire, the question of extension of the contract may be considered at the instance of the Contractor or the Department or of both. The extension will have to be by party's agreement, express or implied.

In case the contractor does not apply for grant of extension of time within 15(fifteen) days of the hindrance occurring in execution of the work and the department wants to continue with the work beyond the stipulated date of completion for reason of the work having been unavoidably hindered, the Engineer-in-charge can grant extension of time even in the absence of application from the contractor.

Such extension of time granted by the Engineer-in-Charge is valid provided the contractor accepts the same either expressly or implied by his actions before and subsequent to the date of completion. Such extension of time shall be without prejudice to Company's right to levy compensation under the relevant clause of the contract.

The contractor shall however use his best efforts to prevent or make good the delay by putting his endeavors constantly as may be reasonably required of him to the satisfaction of the Engineer-in Charge.

7. Material Supply & other facilities :

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

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

7.1 For the materials which the company has agreed to supply for the contract, the contractor shall give in writing of his requirements in accordance with the agreed phased programme to the Engineer-in-charge sufficiently in advance.

The value of materials so supplied shall be set off or deducted from the payment to be made for the items of work in which such materials have been consumed, or from any sum then due or to become due to the contractor thereafter.

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

i) Reinforcement Steel *:-

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

[* delete whichever is not applicable]

7.3 If the steel is issued by the department, the wastage of steel shall be the barest minimum. The wastage allowed from theoretical quantity will be upto a maximum of 5% to cover the wastage due to cutting into pieces, bending and other factors. No cut pieces or scrap less than 2 mtr. in length will be taken by the department. Efforts should be made to use the cut pieces of 2 mtr. or above length as far as possible.

If the wastage of steel is more than the permissible variation mentioned above the cost of excess wastage made by the contractor shall be recovered at double the issue rates indicated above, or 115% of prevailing market rate including sales tax and general tax during the period of work, whichever is more.

No allowances shall be entertained on account of Rolling Margin for the steel either issued by the department or procured by the contractor.

7.4 If the cement is issued by the department, the variation of 5% will be permitted over the theoretical consumption of cement for value of work up to Rs.10.00 lakhs and 3% for value of work above Rs.10.00 lakhs. In the event of cement consumed is more/less than specified above, the recovery for the quantity of cement consumed in excess or less than the specified quantity shall be made at double the issue rate or 115% of prevailing market rate including sales tax and general tax during the period of work, whichever is more.

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



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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.



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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.



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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.



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9.1 All items of work carried out by the contractor in accordance with the provision of the contract having a financial value shall be entered in the Measurement Book as prescribed by the company so that a complete record of the measurements is available for all the works executed under the contract and the value of the work executed can be ascertained and determined there from. Measurements of completed work / portion of completed work shall be recorded only in the Measurement Books.

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

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

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

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

Measurement of the extra items of work or excess quantities of work duly authorized in writing by the Engineer-in-Charge shall also be taken and recorded in the M.B. based on the existing items in the SOR of the company and if such items do not exist in the company's SOR, the description of the work shall be as per actual execution. Payment for such extra items will be based on the rates to be derived as described in the relevant clauses of the contract/ work-order.

9.5 No work shall be covered up or put out of view without the approval by the Engineer-in-Charge and recording of measurements and check measurement thereof duly accepted by the contractor. The contractor shall provide full opportunity to the Engineer-in-Charge or his representative to examine and measure all works to be covered up and to examine the foundations before covering up.

The contractor shall also give notice to Engineer-in-Charge whenever such works or foundations are ready for examination and the Engineer-in-Charge shall without unreasonable delay arrange to inspect and to record the measurements, if the work is acceptable and advise the contractor regarding covering of such works or foundations.

9.6 In case of items which are claimed by the contractor but are not admissible according to the department, measurements of such items, will be taken for record purposes only and without prejudice so that in case it is subsequently decided by the department to admit the contractor's claims, there should be no difficulty in determining the quantities of such work. A suitable remark should, however, be made against such measurements to guard against payment in the ordinary way.

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

9.7.01 Running on account bill/bills for the work executed/ materials supplied in accordance with the work order/ contract shall be prepared on the basis of detailed measurements recorded as described hereinbefore and processed for payments.

9.7.02 Payment of on account bill shall be made on the Engineer-in-Charge's certifying the sum to which the contractor is considered entitled by way of interim payment for the following :

a) The work executed as covered by the bill/bills after deducting the amount already paid, the security deposit and such other amounts as may be deductible or recoverable in terms of the work order/ contract.

b) (i) Payment for excess quantity of work done with the written instructions of the Engineer-in-Charge for items already appearing in the bill of quantities of work with approved rates, will be made along with the on account bills only up to 10% of the quantity provided in the agreement subject to overall value of work not exceeding the agreement value.

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

c) Extra items of work executed will be paid on specific written authorization of GM(C) of the company or Staff Officer (Civil) of the Area provided that the value of such extra items of work when added together is not more than 10% of the contract value and the total gross payment including excess quantity does not exceed the contract value.

Balance amount on account of excess quantity and extra items of work executed shall be paid after the deviation estimate / revised estimate regularizing the extra items and excess quantities of work is sanctioned by the competent authority of the company with the concurrence of the Finance Department of the company.



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

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

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

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

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

9.7.05 The company reserve the right to recover/enforce recovery of any 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 realised from the contractor's dues, if any, with Coal India Limited or any of its subsidiaries.

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

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

- Signature of Subordinate Engineer(Civil)/ EA(Civil)/ Sr. Overseer(C) / Overseer(C) in MB 's both in pages recording measurements, abstract of bill & the duly filled in bill form.
- Signature of Sr. Officer(C)/ Asstt. Manager(Civil) with appropriate check measurements in the MB's and the bill form.
- Signature of Dy. Manager(C)/ Manager(C) with appropriate check measurements in MB's and the bill form.
- Signature of Engineer-in-Charge as per definition as at clause 1(vii) of the General Terms and Conditions, as a token of acceptance for payment of the bill. The EIC may sign in the abstract of the bill in the MB & the bill form. In between stage iii) and iv) accountal checking may be made by the concerned Accounts Officer/ Accountant.

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

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

This advance shall be recovered in four equal installments or as per consumption whichever is higher. Engineer-in-Charge shall recover at his discretion all or any part of secured advance paid, if in his opinion the work is not progressing satisfactorily or the security of these materials at site is not adequately taken care of by the contractor. Secured advance shall be payable for contracts of value above Rs.50.00 lakhs only.

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

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

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

Items against which secured advance can be granted:



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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)

Items against which secured advance can be granted:

Category- B

Civil:

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

Electrical:

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

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

Items against which no secured advance shall be granted:



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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/Workorder.

10 Termination, Cancellation, Suspension and Foreclosure of Contract

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

- a) makes default in proceeding with the works with due diligence and continues to do so even after a notice in writing from the Engineer-in-Charge, then on the expiry of the period as specified in the notice
Or
- b) commits default/breach in complying with any of the terms and conditions of the contract and does not remedy it or fails to take effective steps for the remedy to the satisfaction of the Engineer-in-Charge, then on the expiry of the period as may be specified by the Engineer-in-Charge in a notice in writing.
Or
- c) obtains a contract with the company as a result of ring tendering or other non-bonafide methods of competitive tendering
Or
- d) shall offer or give or agree to give any person in the service of the company or to any other person on his behalf any gift or consideration of any kind as an inducement or reward for act/acts of favour in relation to the obtaining or execution of this or any other contract for his company.
Or
- e) fails to complete the work or items of work with individual dates of completion, on or before the date/dates of completion or as extended by the company, then on the expiry of the period as may be specified by the Engineer-in-Charge in a notice in writing.
Or
- f) transfers, sublets, assigns the entire work or any portion thereof without the prior approval in writing from the Engineer-in-Charge. The Engineer-in-Charge may by giving a written notice, cancel the whole contract or portion of it in default.

10.1 The contract shall also stand terminated under any of the following circumstances:

- a) If the contractor being an individual in the case of proprietary concern or in the case of a partnership firm any of its partners is declared insolvent under the provisions of Insolvency Act for the time being in force, or makes any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors amounting to proceedings for liquidation or composition under any Insolvency Act.
- b) In the case of the contractor being a company, its affairs are under liquidation either by a resolution passed by the contractors company or by an order of court, not being a voluntary liquidation proceedings for the purpose of amalgamation or reorganization, or a receiver or manager is appointed by the court on the application by the debenture holders of the contractor's company, if any.
- c) If the contractor shall suffer an execution being levied on his/their goods, estates and allow it to be continued for a period of 21 (twenty-one) days.
- d) On the death of the contractor being a proprietary concern or of any of the partners in the case of a partnership concern and the company is not satisfied that the legal representative of the deceased proprietor or the other surviving partners of the partnership concern are capable of carrying out and completing the contract. The decision of the company in this respect shall be final and binding which is to be intimated in writing to the legal representative or to the partnership concern.

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

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



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b. To give the contractor or his representative of the work 7 (seven) days notice in writing for taking final measurement for the works executed till the date of cancellation or termination of the contract. The Engineer-in-Charge shall fix the time for taking such final measurement and intimate the contractor in writing. The final measurement shall be carried out at the said appointed time notwithstanding whether the contractor is present or not. Any claim as regards measurement which the contractor is to make shall be made in writing within 7 (seven) days of taking final measurement by Engineer-In-charge as aforesaid and if no such claim is received, the contractor shall be deemed to have waived all claims regarding above measurements and any claim made thereafter shall not be entertained.

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

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

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

Or

ii) 20% of value of incomplete work. The value of the incomplete work shall be calculated for the items and quantities remaining incomplete (as per provision of agreement) at the agreement rates including price variation as applicable on the date, when notice in writing for termination of work was issued to the contractor.

The amount to be recovered from the contractor as determined above, shall, without prejudice to any other right or remedy available to the employer as per law or as per agreement, will be recovered from any money due to the contractor on any account or under any other contract and in the event of any shortfall, the contractor shall be liable to pay the same within 30 days. In case of failure to pay the same the amount shall be debt payable.

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

The need for determination of the amount of recovery of any extra cost/expenditure or of any loss/damage suffered by the company shall not however arise in the case of termination of the contract for death/demise of the contractor as stated in 10.1(d).

10.3 Suspension of Work:

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

- a) on account of any default on the part of the contractor, or
- b) for proper execution of the works, or part thereof, for reasons other than the default of the contractor or,
- c) for safety of the works, or part thereof.

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

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

10.4 Foreclosure of contract:

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

a) to pay reasonable amount assessed and certified by the Engineer-in-Charge of the expenditure incurred, if any, by the contractor on preliminary works at site e.g. temporary access roads, temporary construction for labour and staff quarters, office accommodation, storage of materials, water storage tanks and water supply for the work including supply to labour/ staff quarters, office etc.

b) to pay the contractor at the contract rates full amount for works executed and measured at site up to the date of such abandonment.



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c) to pay for the materials brought to site or to be delivered at site, which the contractor is legally liable to pay, for the purpose of consumption in works carried out or were to be carried out but for the foreclosure, including the cost of purchase and transportation and cost of delivery of such materials. The materials to be taken over by the company should be in good condition and the company may allow at its discretion the contractor to retain the materials in full or in part if so desired by him and to be transported by the contractor from site to his place at his own cost with due permission of the EIC.

d) to take back the materials issued by the company but remaining unused, if any, in the work on the date of abandonment/reduction in the work, at the original issue price less allowance for any deterioration or damage caused while in custody of the contractor.

e) to pay for the transportation of tools and plants of the contractor from site to contractor's place or to any other destination, whichever is less.

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

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

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

The value of the work taken away shall be calculated for the items and quantities taken away at the agreement rates including price variation as applicable on the date, when notice in writing for taking away 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 EIC after the above rectifications are carried out/ deficiencies are removed by the contractor to the satisfaction of EIC.

In the event there are no defects or the defects/ deficiencies are of a minor nature and the Engineer-in-Charge is satisfied that the contractor has already made arrangements for rectification, or in the event of contractor's failure to rectify the defects for any reason whatsoever, the defects can be rectified by the company departmentally or by other means and the 50% of the security deposit of the contractor shall be sufficient to cover the cost thereof, he shall issue the Defect Liability Certificate (Taking Over Certificate with list of defects) indicating the date of completion of the work, defects to be rectified, if any, and the items, if any, for which payment shall be made at reduced rate indicating reasons there for and with necessary instructions to the contractor to clear the site/place of work or all debris/ waste materials, scaffoldings, sheds, surplus materials etc. making it clean.

12.1 In cases where separate period of completion for certain items or groups of items are specified in the contract, separate Defect Liability certificate for such items or groups of items may be issued by the Engineer-in-Charge after completion of such items on receipt of notice from the contractor only in the event the work is completed satisfactorily in every respect.

Refund of security deposit and payment of final bill shall, however, be made on completion of the entire contract work, but not on completion of such items of work.

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

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



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13. Additional Responsibilities of the Contractor(s)

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

- i) The company reserves the rights to let other contractors also work in connection with the Project and the contractor/contractors shall co-operate in the works for the introduction and stores and materials and execution of his/their works.
- ii) The contractor/contractors shall keep on the work site during the progress a competent and experienced Resident Engineer exclusively for the work and necessary assistants who shall represent the contractor(s). The contractor shall employ, on the site in connection with the execution and maintenance of the work, technical and managerial staff as mentioned below.

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

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

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

The contractor(s) shall not be allowed to execute the work unless he/they engage the required technical staff as assessed by Engineer-in-charge or as specifically mentioned in the bid. The delay on this account, if any, shall be the contractor's responsibility.

Important instructions shall be confirmed to the contractor(s) in writing. If the contractor/contractors in course of the works finds/find any discrepancy between the drawing, forming part of the contract documents and the physical conditions of the locality or any errors or omissions in drawings except those prepared by himself / themselves and not approved by the Engineer-in-Charge. It shall be his/their duty to immediately inform the Engineer-in-Charge in writing and the Engineer-in-Charge shall verify the same. Any work done after such discovery and without intimation as indicated above will be done at the risk of the contractor/contractors.

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

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

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

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

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

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

The contractor / contractors shall at all times exercise reasonable precautions for the safety of employees in the performance of his/their contract and shall comply with all applicable provisions of the safety laws drawn up by 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.



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

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

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

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

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

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

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

The item wise rate quoted shall be exclusive of service tax (share of service provider). Service tax (share of service provider) will be paid extra, if payable. Payment of service tax (share of service provider) by 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, lift, loading, unloading, railway freight, recruiting expenses and any other charges for the completion of the work to entire satisfaction of the company.

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

xii) The work shall not be sublet to any other party, unless approved by Engineer-in-Charge, in writing. Prior permission is required to be taken from the owner for engagement of sub-contractor in part work/ piece rated work.

xiii) a) No fruit trees or valuable plants or trees with trunk diameter exceeding 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 labourer engaged by him/them as per Minimum Wages Act or such other legislation or award of the minimum wage fixed by the respective State Govt. or Central Govt. as may be in force. The contractor / contractors shall make necessary payments of the provident fund for the workmen employed by him for the work as per the laws prevailing under provisions of CMPF and allied scheme and Miscellaneous Provisions Act, 1948 or Employees Provident Fund and Miscellaneous Provisions Act 1952 as the case may be.



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

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

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

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

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

The terms of the insurance policy shall be such that all insurance claims and compensations payable by the insurers, shall be paid to the Employer and the same shall be released to the contractor in installments as may be certified by the Engineer-in-charge for the purpose of rebuilding or replacement or repair of the works and/or goods destroyed or damaged for which payment was received from the insurers. Policies and certificates for insurance shall be delivered by the contractor to the EIC for his approval before the starting date. Alterations to the terms of insurance shall not be made without the approval of EIC.

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

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

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

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

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



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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 6 (six) months from the date of issue of Defect Liability certificate / completion certificate.

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

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

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

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

15. Operating and Maintenance Manual:

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

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

16. Settlement of Disputes.

It is incumbent upon the contractor to avoid litigation and disputes during the course of execution.

However, if such disputes take place between the contractor and the department, effort shall be made first to settle the disputes at the company level.



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

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

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

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

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ADDITIONAL TERMS AND CONDITIONS

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

1. Mobilization Advance

i) No mobilization advance is payable for works whose estimated value is less than Rs.100.00 lakhs.

ii) In the case of turnkey work whose estimated value is more than Rs.100 lakhs a maximum of 10 % of the total contract value of work will be paid as mobilization advance subject to submission of Bank Guarantee equal to 110% of the advance amount. The mobilization advance shall be paid in two installments.

iii) In case of other civil works valued more than Rs.100 lakhs mobilization advance will be paid upto 5% of the contract value subject to submission of Bank Guarantee equal to 110% of the advance amount. The mobilization advance shall be paid in two installments.

iv) However, such mobilization advance will carry interest on the basis of CIL's borrowing rate under cash credit arrangement as varying from time to time.

v) The mobilization advance shall be recovered from the bills of the contractor from the 2nd running account bill onwards @ 20% of the advance amount paid and full recovery would be ensured before or with the Final Bill.

vi) The value of Bank Guarantee may be reduced to the extent such advance is recovered by the company subject to the conditions that the value of Bank Guarantee amount at any time is more than the recoverable outstanding advance. Bank Guarantee shall be irrevocable and from a Scheduled-Bank acceptable to the Company.

2. Application of Price Variation Clause.

No escalation shall be payable for the work on any account.

COMPLIANCE OF LABOUR LAWS

1. Labour



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- 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 @ 12 % 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, 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 upto 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.



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- 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 upto 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.
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