



SOUTH EASTERN COALFIELDS LIMITED
OFFICE OF THE GENERAL MANAGER, HASDEO AREA
PO : SOUTH JHAGRAKHAND COLLIERY
DISTRICT : KOREA (CHHATISGARH), PIN CODE : 497 448

REF.NO.SECL/GM(HSD)/GM(O)/ 8677-81

Date : 06/03/2010

To
The Chief of Public Relations ,
SECL, BILASPUR

Subject :-- Publication of tender notice in in the various News papers including local dallies.

Dear Sir,

Please find enclosed herewith five (05) copies of Notices Inviting Tender for the following work:--

01. NIT. No. :SECL/GM(HSD)/GM(O)/ 8687-8739 Date - 06/03/2010

02. Work description :

Sl. No.	Name of work	Up Dated Estimated cost	Earnest Money	Cost of tender documents	Period of completion
01	Construction of 15 (Fifteen) no. isolation stopping by bricks for straightening of haulage road way and sealing of the distt. in 10 B seam of of Rajnagar R.O. Colliery .	Rs.507539.21/-	Rs.5075/-	Rs.250.00	3 Months

03. Tender documents Sale period : 19/04/2010 To 24/04/2010

04. Tender opening date & time : 26/04/2010 at 4:30 pm.

You are requested to kindly arrange for the publication of above tender notice in various New papers including local dailies also kindly send us the paper cutting for our record.

Yours faithfully,

Encl:-- As above.

GENERAL MANAGER(O)
HASDEO AREA

Copy to:--

- 1). General Manager, Hasdeo Area.
- 2). Area Finance Manager, Hasdeo Area.
- 3). Sub-Area Manager, Rajnagar Sub-Area.
- 4). CVO, SECL, Bilaspur.



SOUTH EASTERN COALFIELDS LIMITED
OFFICE OF THE GENERAL MANAGER, HASDEO AREA
PO : SOUTH JHAGRAKHAND COLLIERY
DISTRICT : KOREA (CHHATISGARH), PIN CODE : 497 448

REF.NO.SECL:GM(HSD):GM(O)/8682-86

Date : 06/03/2010

To
The General Manager (System),
SECL, BILASPUR

Subject :-- Publication of tender notice in Website.

Dear Sir,

A C D containing details of following tender notice is enclosed herewith for publication in Website;

01. Tender No. : SECL / GM(HSD) /GM (O) / 8687-8739 Date:- 06/03/2010

02. BRIEF DESCRIPTION OF WORK:---

Sl. No.	Name of work	Up Dated Estimated cost	Earnest Money	Cost of tender documents	Period of completion
01	Construction of 15 (Fifteen) no. isolation stopping by bricks for straightening of haulage road way and sealing of the distt. in 10 B seam of of Rajnagar R.O. Colliery .	Rs.507539.21/-	Rs.5075/-	Rs.250.00	3 Months

03. Tender documents Sale period : From : 19/04/2010 To 24/04/2010

04. Tender opening date & time : **26/04/2010 at 4:30 pm.**

This is to request you to arrange for wide publication in Website.

Yours faithfully,

Encl:-- As above.

Copy to:--

- 1). General Manager, Hasdeo Area.
- 2). Area Finance Manager, Hasdeo Area.
- 3). Sub-Area Manager, Rajnagar Sub - Area.
- 4). CVO, SECL, Bilaspur.

GENERAL MANAGER (O)
HASDEO AREA



SOUTH EASTERN COALFIELDS LIMITED
OFFICE OF THE GENERAL MANAGER, HASDEO AREA
PO : SOUTH JHAGRAKHAND COLLIERY, DISTRICT : KOREA
(CHHATISGARH), PIN CODE : 497 448

SUMMARY FORMAT / COMPUTER INPUT SHEET

TENDER NO. SECL:GM(HSD):GM(O)/ 8687-8739

DATE : 06/03/2010

Tender Sale period starting date

: 19/04/2010

Tender Sale period Closing date

: 24/04/2010

Tender Opening date (alongwith time)

: 26/04/2010 at 4:30 Pm.

Tender Submission date (alongwith time)

: 26/04/2010 at 4:00 Pm.

BRIEF DESCRIPTION OF WORK:---

Sl. No.	Name of work	Up Dated Estimated cost	Earnest Money	Cost of tender documents	Period of completion
01	Construction of 15 (Fifteen) no. isolation stopping by bricks for straightening of haulage road way and sealing of the distt. in 10 B seam of of Rajnagar R.O. Colliery .	Rs.507539.21/-	Rs.5075/-	Rs.250.00	03 Months

Contact Person (Details)

GENERAL MANAGER (O)

South Eastern Coalfields Limited
Hasdeo Area

ORRIGIONAL **CD** attached - **YES.**

SOUTH EASTERN COALFIELDS LIMITD
OFFICE OF THE GENERAL MANAGER
HASDEO AREA
(COAL INDIA LIMITED)

I N D E X

Sl. No.	Description	Page No.
1.	Check list of Document to be submitted by the Tenderers along with Part - 1	
2.	Tender Memorandum	
3.	Front tender sheet (Appendix-9)	
4.	Notice inviting Tender	
5.	Detailed tender notice	
6.	Tender Evaluation & Bid Assessment	
7.	General terms & conditions	
8.	Declaration & Bank details of firm	
9.	Safety code	
10.	Certificate for tenderers using download from SECL web site	
11.	Estimate/Bill of quantity	
12.	Details of Part -II (PRICE BID)	



SOUTH EASTERN COALFIELDS LIMITED
OFFICE OF THE GENERAL MANAGER, HASDEO AREA
PO : SOUTH JHAGRAKHAND COLLIERY
DISTRICT : KOREA (CHHATISGARH), PIN CODE : 497 448

PART-I -BID

1.Name of Work : Construction of 15 (Fifteen) no. isolation stopping by bricks for straightening of haulage road way and sealing of the distt. in 10 B seam of of Rajnagar R.O. Colliery .

2. Place of Work : Rajnagar RO colliery, Hasdeo Area

3. Tender No.-SECL/GM(HSD)/GM(O)/ 8687-8739 Date: 06/03/2010

4. Earnest Money : **Rs.5075/-**

5. Date & Time of submission of tender (i.e. Part-I & Part-II) : **On or before 4.00 PM of 26/04/2010**

6. Date & Time of Opening of Part-I Tender : 4.30 PM on 26/04/2010

7. Date & Time of opening of Price bid (Part-II) : Shall be communicated in due course after evaluation of Part-I tender.

8. Date of Issue of Tender Document

9.Money Receipt No. towards cost of Tender Document. :

10. Approved for sale :

:

TO

GENERAL MANAGER (O)
HASDEO AREA



SOUTH EASTERN COALFIELDS LIMITED
OFFICE OF THE GENERAL MANAGER, HASDEO AREA
PO : SOUTH JHAGRAKHAND COLLIERY
DISTRICT : KOREA (CHHATISGARH), PIN CODE : 497 448

TENDER FOR WORKS

I/We hereby Tender for the execution for the South Eastern Coalfield Limited , Hasdeo area of the work specified in the under written memorandum at Rates specified in the price bid within a period of **03** months as per Work Order and subject to the annexured conditions of contract and with such materials as are provided for by and in all other respects in accordance such conditions so for as applicable.

MEMORANDUM

- 1(i). 1. Name of Work : Construction of 15 (Fifteen) no. isolation stopping by bricks for straightening of haulage road way and sealing of the distt. in 10 B seam of of Rajnagar R.O. Colliery ..
- (ii) If several sub work are included they should be detailed in a separate list. :
- 2 - Estimate cost : **Rs.507539.21/-**
- 3 - Earnest Money : **Rs.5075/-**
- 4 - Performance Security : 5% of contract amount as per clause No.4.1.2. of General Terms & Conditions.
- 5 - Percentage to be deducted from bills of the value : As per clause 4.2.1. of General Terms & Conditions
- 6 - Tenderers should quote their rate : In figure as well as in words as indicated in B.O.Q.
- 7 - Time of completion : 03 months

//1//
SOUTH EASTERN COALFIELDS LIMITD
OFFICE OF THE GENERAL MANAGER
Hasdeo Area AREA
(COAL INDIA LIMITED)

(Appendix-9)

- 1.Name of Work :** Construction of 15 (Fifteen) no. isolation stopping by bricks for straightening of haulage road way and sealing of the distt. in 10 B seam of of Rajnagar R.O. Colliery .
- 2. Tender No.-** SECL / GM (HSD) / GM (O) / 8687-8739 **Date :** 06/03/2010
- 3. Date & time of Submission of tender:** 26/04/2010 upto-4.00PM
- 4. Date & time of opening of tender:** 26/04/2010 at 4.30PM
- 5. Updated-Estimated cost of work:** Rs.507539.21/--
- 6. Earnest Money:** Rs. 5075/--
- 7. cost of tender document:** Rs. 250/-
(Non-refundable)
- 8. Tender document cost deposited
vide cash receipt no.** _____
- 9. Name and address of the Company issuing tender:**
- 10. Name of consultant if any:**

GENERAL MANAGER (O)
Hasdeo Area
(Signature of issuing Authority)

South Eastern Coalfields Limited
Office of the Chief General Manager
Hasdeo Area
PO: South Jhagrakhand Colliery, Distt : Korea (C.G.) 497 448

CHECK LIST OF DOCUMENT TO BE SUBMITTED BY THE
TENDERERS ALONG WITH PART -I

- (1) Firm's registration details, if any.
- (2) Income Tax Permanent Account Number (PAN)
- (3) Particulars of Registration with appropriate Sales Tax Authorities (In relation with 'Works Contract Tax') if applicable.
- (4) Particulars of Registration/ Clearance from the appropriate Provident Fund authorities, if applicable.
- (5) Details of Construction Equipment to be possessed by the tenderers and the list of Technical person working under them.
- (6) Tenderers must submit the proof of Credentials for qualifying criteria.-
- (7) Affidavit on non-judicial stamp paper in support of authenticity of credentials.
- (8) Information of Bid capacity, if applicable.
- (9) **STATUS OF THE FIRM** : Copy of the following as applicable should be enclosed to Indicate the status of the firm
 - (1) Registered Partnership deed
 - (2) Power of attorney
 - (3) Affidavit in case of proprietorship firm
 - (4) Articles of Association/Memorandum
- (10) **DECLARATIONS**: - Stating the firm is not banned or de-listed by any Govt. Or Quasi Govt. Agencies or PSUs. If this declaration is not given the bid will be rejected as non-responsive.
- (11) Power of Attorney, if any.
- (12) **CERTIFICATE**: Only for tenderers using downloaded tender document from Website.

NOTE: - All the above documents which are to be submitted along with Part - I of the tender should be attested by any Gazetted officer of Govt. (Central or State)/Notary and the same should be certified/signed by the tenderers also.

I / We hereby certify that I / We have gone through the above instructions and submitted all the documents accordingly.

Signature of the Tenderer/



SOUTH EASTERN COALFIELDS LIMITED
OFFICE OF THE GENERAL MANAGER, HASDEO AREA
PO : SOUTH JHAGRAKHAND COLLIERY, DISTRICT : KOREA
(CHHATTISGARH), PIN CODE : 497 448
TENDER NOTICE

TENDER NO. SECL:GM(HSD):GM(O) / 8687-8739

Date : 06/03/2010

Sealed tender are invited from the reputed experienced Contractors for taking-up the following works at Hasdeo Area
PO : SOUTH JHAGRAKHAND COLLIERY, DISTRICT : KOREA (CHHATTISGARH), PIN CODE : 497 448;

Sl. No.	Name of work	Up Dated Estimated cost	Earnest Money	Cost of tender documents	Period of completion
01	Construction of 15 (Fifteen) no. isolation stopping by bricks for straightening of haulage road way and sealing of the distt. in 10 B seam of of Rajnagar R.O. Colliery .	Rs.507539.21/-	Rs.5075/-	Rs.250.00	3 Months

1. ISSUE OF TENDER DOCUMENTS:

Tender documents will be issued individually on requisition in writing from the intended contractors or their accredited representatives. Tender documents can be obtained from the office of the undersigned at the addressed mentioned above on payment of the prescribed cost during working hours on any working day as per dates mentioned below:-

BEGINS ON : 19/04/2010
CLOSE ON : 24/04/2010

Last date for receipt of application/requisition for the Purchase of tender documents : **24/04/2010**

Cost of tender document should be paid with the Chief Cashier, S.E.C.L., Hasdeo Area during Office hours from on working days and cash receipt obtained should be produced to Dy. General Manager, Hasdeo Area for obtaining tender documents.

2. SUBMISSION OF TENDERS;

i). Date and time for submission of tender (Part-I & part-II) i.e.(technical / commercial bid and price bid) as explained in detailed Tender documents **26/04/2010 at 4:00 pm.**

ii). Location/place for submission of tenders in the office of the undersigned, SECL, Hasdeo Area, PO : South JKD., District-Korea (CG), 497 448.

iii). In case Tender is sent by post, it should be sent by registered post only through Department of posts and photocopy of the registration slip may be retained with the tenderers, so that the same can be produced on demand for verification, if any. The department is not responsible for any postal delay. The envelop containing the tender should, be superscribed with the NIT. No, Name of work and due date of submission and be addressed to Staff Officer (Mining), SECL, Hasdeo Area , Office of the Chief General Manager, Post : South Jhagrakhand, District:Korea(CG), Pin code 497 448. Envelops not superscribed with NIT. No, Name of work and due date of submission are liable for rejection.

iv). Late tenders/incomplete tenders/telegraphic tenders and tenders received through private courier Services or tenders received after due date and time of tenders, submission shall not be accepted.

3. OPENING OF TENDERS : Part-I

i). Date and time : **26/04/2010 at 4:30 pm.**

ii). Place : General Manager (O), S.E.C.L., Hasdeo Area,

Office of the General Manager, Post South Jhagrakhand, District:Korea(CG), Pin code 497 448, in presence of the attending tenderers or their authorised representative.

iii). Part-II : Shall be communicate after scrutiny of Part - I.

4. Tenders thus submitted shall consist of followings:

(1). Complete set of tender documents as sold, duly filled in and signed on all pages and at different places as required in the tender documents including part-I & part-II of the tenders .

(2). Copy of proof of Income tax return filed for the previous financial year ending on 31st. March and sales tax Registration certificate with TIN. No., Ownership/Partnership Deed proof of registration as Contractor in SECL or other Subsidiary of CIL Government/Semi Government/PSU Organisation., Service tax registration.

(3). EMD (As specified earlier

(4). Power of attorney in case if the tender is signed by authorised representative of the tender.

(5). Full name & address of the tenderer shall be written on the bottom left corner of the sealed cover. **Contd..2**

(6). Copy of affidavit to the following effect; (ORIGINAL)

- a). No relationship with any employee of the Company or Office bearer of the Trade Union in the area.
- b). No black listing in any area of SECL.
- c). No criminal case / records lying pending.
- d). Contractor will have to make payment their Workers through Bank only.

The tender document in which the tender is submitted by the tenderer shall become property of the company and the company has no obligation to return the same to the tenderer. Tender shall be submitted in two parts as indicated in the notice inviting tenders. Part-I shall consist of earnest money deposit in a separate envelope, the deviations from terms and conditions of the tender and additional terms and conditions and if asked for technical bid and credentials;

Part-II shall consist of tender documents as sold to the tenderer duly filled in rates amounts etc. i.e. the price bid with hand written or type written offers (both in figures and words) without any cutting / over writing only will be accepted for consideration.

Part-I & II should be submitted in two separate sealed envelopes prescribed as such.

The date of opening of part-II of the tender shall be communication in time in case after consideration of part-I if part-II is not being opened on the same date. Earnest money should be deposited in a separate envelope in the form as indicated in the "Notice inviting tender" No tender shall be considered unless accompanied by aforesaid earnest money.

Validity period of the tenders shall be 4 (four) months from the date of opening of price bid or revised price bid, if any.

5. The qualifying experience criteria for the works is as follows:--

i). Average annual financial turnover during the last three years ending 31st March of the previous financial year, should be atleast 30% of the estimated cost.

ii). Experience of having successfully completed similar works during the 7 years ending last day of month previous to the one in which applications are invited should be either of the following :--

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

OR

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

OR

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

d). Similar Nature of Work : Any kind of U/G civil work.

In addition to above, a Certificate shall be issued by the concerned Personnel Head that Contractor has deducted the amount of CMPF and Pension and deposited alongwith the matching share with the Concerned Regional Commissioner, CMPF and a copy of the Certificate shall be attached with the bill of Contractor where applicable.

6. The tenderers will submit the following documents; Should be Legible.

- (a). Copy of Work-order
- (b). Copy of Completion Certificate
- (c). Copy of final bill.
- (d) Service & income Tax, Registration, (PAN)

7. The tenderers will submit an undertaking stating that THEY WILL ABIDE BY/LIABLE FOR ANY REGISTRATION etc. IF REQUIRED, WITH REGARD TO PF EVEN AFTER AWARD OF WORK.

8. BANK ACCOUNT DETAILS

The tenderers shall have to furnish the Bank, Account details as below;

- (a). Account No. of tenderer,
- (b). Name of Bank,
- (c). Branch.

9. Earnest money deposit (EMD):

a). The bidders who will download the tender documents from the Website of the Company will be required to pay the cost of tender document (Application Free) by Bank Draft as per NIT at the time of submission of tender document (Bank Draft should be prepared within the Sale period of tender documents).

b). The date of DD/BC in respect of earnest money (EMD) shall be on or after the date of NIT, DD/BC made before NIT date shall be summarily rejected.

Tenderers may deposit the earnest money in the form of DD/Bankers Cheque, Bankers Pay order drawn in favour of SECL, Hasdeo Area on account on Central Bank of India South Jhagrakhand / State Bank of India, Manendragarh.

Tenders without requisite earnest money shall not be considered.

10. Mere issuance of Tender documents will not make the tenderers eligible for consideration of opening of their price bid. S. E. C. L. reserves its right to reject or accept any tender without assigning any reasons thereof.

Distribution:--

1. General Manager, Hasdeo Area.
2. All CGM'S/GM's of SECL Areas.
3. AFM/SO(C)/CPM/SO(P&P)/ASO(Survey), Hasdeo Area.
4. All SAMs, CMs, All HODs, Hasdeo Area.
5. All Notice Boards, Hasdeo Area.
6. Sub-Area Manager, Rajnagar Sub-Area.
7. Area Security Officer, Hasdeo Area.

CC : CVO, SECL, Bilaspur

CC : General Manager (System), SECL, Bilaspur.

CC : Chief of Public Relations, SECL, Bilaspur.

GENERAL MANAGER (O)
HASDEO AREA

Please see the TENDER NOTICE

South Eastern Coalfields Limited

(Annexure-B)

DETAILED NOTICE INVITING TENDER

1. Sealed tenders in prescribed forms and parts with the name of works super scribed as:-
vide Tender Notice No. TENDER NO.: SECL:GM(HSD):GM(O): 8687-8739 Date: 06/03/2010
(Description of work, place, Tender Notice No and date on each of the envelopes) are invited from bonafide and experienced contractors and will be received in the office of Dy. G.M. Hasdeo Area up to **4.00PM on 26/04/2010**. All tenders will be opened at **4.30 PM on 26/04/2010** in the presence of the attending tenderers or their authorized representatives who wish to be present .In case where the tender is in two parts, only Part-I, will be opened on the above day and time. The tender notice can be seen in SECL Web site www.secl.nic.in. The tender document can be down loaded from SECL's web site and in such case the tenderer has to submit the application fee for tender document in the form of Bank draft from scheduled banks drawn in favour of "SOUTH EASTERN COALFIELDS LIMITED" payable at " South Jhagrakhand OR Manendragarh altogether in a separate cover super scribing on its as the " Application fee for Tender Document " . In such case the tenderer will also submit a certificate in the form of an undertaking as per the format provided at **Annexure I**

2. Eligible Tenderers:

2.1 The invitation for tenders is open to all tenderers eligible to participate as per qualifying criteria laid down in Notice Inviting Tender (NIT) and here-in-after.

3 Tenders should be submitted in the prescribed form in time. These forms together with the proposed contract document including specifications and tender drawings (if available) may be obtained from the above office during normal working hours on payment of **Rs.250/-** (Rupees Two hundred fifty)(non-refundable) as Application Fee for each set from **19/04/2010 to 24/04/2010** The payment may be made through Bank Draft from Scheduled/Nationalized Bank drawn in favour of "SOUTH EASTERN COALFIELDS LIMITED" payable at "South Jhagrakhand OR Manendragarh" only General specification and description of work is enclosed with the tender document.

4. Any Bid received after the deadline prescribed at Clause 1 above due to any reasons What so ever will not be accepted In the event of the specified date for the submission of bids being declared a holiday by the employer, the bids will be received up to the appointed time on the next working day.

5. Tenders thus submitted shall consist of the following:

5.1 **Earnest Money Deposit:-**The Earnest Money Deposit is to be submitted in a separate Envelope altogether; superscribing "Earnest Money Deposit"; and **NOT INSIDE THE ENVELOPE CONTAINING PART- I OR PART- II OF THE BID.**

5.2 **Part-I (Technical / Commercial Bid) -The Part-I tender will consist of the following:**

5.2.1 Complete set of Part-I tender documents as sold duly filled in and signed on all pages and at different places as required of the Part-I tender document of the tenders as per the tender notice as applicable.

5.2.2 Documentary evidence in support of basic minimum eligibility / qualifying criteria in accordance with NIT stipulations in the form of certified copy of work orders, completion certificate, payment certificates/vouchers indicating the period of work for which the payment has been made.

5.2.3 Permanent Income Tax Account Number (PAN).

5.2.4 Particulars of Registration from appropriate Sales Tax Authorities (In relation with 'Works Contract Tax)' if applicable

5.2.5(a) Particulars of Registration /Clearance from the Appropriate Provident Fund Authorities, if applicable.

5.2.5(b) Declaration in regards to the PF Registration as per the *ANNEXURE No. XII*

5.2.6 Power of Attorney in the case, the tender is signed by an authorized representative of the tenderer.

5.2.7 Papers relating to Technical aspects of the bid along with copies of all certificates related to the technical qualifications of the bidder.

5.2.8 Additional commercial terms & conditions, if any.

5.2.9 Other deviations from the terms & conditions of the tender, if any. This is to be provided in the requisite places in the Tender Document.

N.B. Deviations:

Deviations sought by the bidders, whether they are technical or commercial deviations must only be given in the schedules prescribed for them. Any willful attempt by the bidders to camouflage the deviations by giving them in the covering letter or in any other documents than the prescribed schedules may render the bid itself as non-responsive.

5.2.10 Documents showing full information about the tendering firm in accordance with Clause 23(a) of this Detailed Tender Notice.

5.2.11 However, in addition to above particulars any other credentials may be asked for in Part-I tender if felt necessary by authority calling tenders

5.2.12 Copies of all the certificates submitted, duly authenticated by the bidder, will have to be verified with the originals by the department

5.3 Part-II (Price bid)

The part-II tender will contain the price bid i.e. Part-II tender document as sold to the tenderer wherein the price bid / rates should be furnished. Each page of the tender document should be signed by the tenderers. This will not contain any alternative item or suggestions, comments or conditions.

6. The Tender shall be submitted, *In two parts as indicated in the Notice Inviting Tenders. Part-I shall consist of Part-I tender document as sold to the tenderer any deviations from terms & conditions of the tender and additional terms & conditions and if asked for, technical bid and credentials. Declaration in accordance with Clause 1.7 of Tender Evaluation & Bid Assessment, Information of Bid Capacity, Affidavit in accordance with Clause 25(a) of Detailed Tender Notice. Part II shall consist of Part-II tender documents as sold to the tenderers duly filling in rates, amounts etc. i.e. price bid. The Earnest Money Deposit is to be submitted in a separate Envelope altogether; super scribing "Earnest Money Deposit"; and not inside the envelope containing Part I or part II of the Bid. The Part I & Part II should also be put into separate sealed envelopes super scribed as such. Thereafter all the three envelopes should be submitted in a sealed envelope with appropriate superscription as given in Clause -I of Detailed Tender Notice. Full name and address of the tenderer shall be written on the bottom left hand corner of the sealed covers. The date of opening of the Second Envelope or Part II of the tenders shall be communicated in due course after consideration of First Envelope or Part-I.

7. The tender document in which the tender is submitted by the tenderer shall become the property of the Company shall have no obligation to return the same to the tenderer.

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

9. Earnest money should be deposited in a separate envelop in the form as indicated in Notice Inviting Tender (NIT) and Clause 6 above.

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

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

12 (a) Site Investigation Report: The contractor, in preparing the bid, may rely on the site Investigation report referred to in the bid document, supplemented by any information available to the bidder.

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

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

14. The tender shall be submitted either in English or in Hindi.

15. Cost of Bidding: The bidder shall bear all costs associated with the preparation and submission of his bid and the Employer will in no case be responsible and liable for those cost

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

17. Particulars of Registration with appropriate Sales Tax Authorities (In relation with 'Works Contract Tax'), if applicable should accompany the tender.

18. The work should be completed within for 3 Months from expiry of ten (10) days from the issue of letter of acceptance of tender/work order or handing over the site or handing over reasonable number of working drawings to the contractor or the period of mobilization allowed in the work order for starting the work in special circumstances, whichever is latest.

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

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

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

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

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

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

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

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

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

v) Joint Venture Two or three companies/contractors may jointly undertake contract/ contracts. Each entity will be jointly responsible for completing the task as per the contract.

vi) Bank Details of your As per ANNEXURE XI Firm

23(b) Change in Constitution of the Contracting Agency:

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

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

25 (a) Every Tenderer will have to submit a declaration in support of the authenticity of the credentials submitted by him along with the Tender in the form of an AFFIDAVIT as per the format provided at ANNEXURE IX.)

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

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

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

28 (a) The validity period of the tenders shall be 4 (four) months from the date of opening of price bid or revised price bid, if any. The tenderer shall not, during the said period or within the period extended by mutual consent, revoke or cancel his tender or alter the tender or any terms/conditions thereof without

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

28 (b) The Company reserves the right to postpone the date of receipt and opening of tenders or to cancel the tenders without assigning any reason whatsoever.

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

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

31. No subletting of work as a whole by the contractor is permissible. Subletting of work in piece rated jobs is permissible with the prior approval of the department. The Contract Agreement will specify major items of supply or services for which the contractor proposes to engage sub-contractor/sub-vendor. The contractor may from time to time propose any addition or deletion from any such list and will submit proposals in this regard to the Engineer-in-Charge/Designated Officer in charge for approval well in advance so as not to impede the progress of work. Such approval of the Engineer in Charge / Designated Officer in Charge will not relieve the contractor from any of his obligations, duties and responsibilities under the contract.

32. In case the Contractor enters into any litigation, such action should have to be taken in a court of law with jurisdiction of Bilaspur Court only.

: TENDER EVALUATION & BID ASSESSMENT:

The Tenders received will be scrutinised and evaluated by a duly constituted Tender Committee.

The Tender Committee will examine the Comparative Statements prepared by the concerned technical department and will satisfy itself that all aspects/conditions of each offer has been properly evaluated with respect to financial implications etc.

Tenders received without Earnest Money will be rejected.

The deviations from the commercial terms & conditions & the Tender specifications are scrutinized before opening of price bids. Normally no deviations in the commercial terms & conditions will be accepted.

However, the Tender Committee may decide to scrutinize the different conditions given by the tenderers and formulate and freeze the acceptable conditions and intimate all the tenderers about the same and give them an opportunity to revise their price bid if necessary before opening the same.

The Price Bids are opened at the time and place fixed for the same in presence of the tenderers & committee members and due information for opening of Price Bid is to be given to all concerned. In case where the tenderes are given opportunity to revise their Price Bids, only the revised price bids are opened and the original Price Bids are to be kept in tact in the custody of the company.

The Price Bids of the tenderers will have no condition. The Price Bids which are incomplete & not submitted as per instructions given in the Tender Document will be rejected.

Bidders who meet the minimum qualification criteria will be qualified only if their available bid capacity is more than the updated estimated value. The available bid capacity will be calculated as under:

Assessed Available Bid capacity = (A x N x 2 - B)

Where,

A= Maximum value of Civil Engineering Works executed in any one year during the last five years (updated to present level @ 5% per calendar year) taking into account the completed as well as works in progress.

N= Number of years prescribed for completion of the works for which bids are invited.

B= Value at present price level, of existing commitments and on going works to be completed during the nextmonths (period of completion of works for which bids are invited)

Even though the bidders meet the above qualifying criteria, they are subject to be disqualified if they have - made misleading or false representations in the forms, statements and attachments submitted in proof of the qualifying requirements, and/or- record of poor performance such as abandoning of works, not properly completing the contractinordinate delays in completion, litigation history or financial failures etc.

Information on Bid Capacity (works for which bids have been submitted and works which are yet to be completed) as on the date of this bid.

1.1 (A) Existing commitments and on going works.

Description of work	Place & State	Contract No. & Date	Name and address of Employer	Value of Contract (Rs. lakh)	Stipulated period of completion	Value of works remaining to be completed	Anticipated date of completion
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)

(B) Works for which bids already submitted.

Description of work	Place & State	Estimated value of works (Rs.lakhs)	Stipulated period of completion	Date when decision is expected	Remarks if any
(1)	(2)	(3)	(4)	(5)	(6)

1.2 Works performed as prime contractor (In the same name) on works of a similar nature over the last five years **

Project Name	Name of employer	Description of work	Contract No.	Value of contract (Rs.lakh)	Date of issue of work order	Stipulated period of completion	Actual date of completion	Remarks explaining reasons for delay and work completed

1.3. Quantities of work executed as prime contractor (in the same name and style) in the last five years**

(The table given below is a typical example & the contents may vary depending upon the nature & scope of work)

Year	Name of the work	Quantity of work performed(cum)	Remarks (indicate contract ref.)*
		Cement concrete Masonry Earth Work (Including RCC & PCC)	
19... - 19....			
19... - 20....			
20... - 20....			
20... - 20....			
20... - 20....			

* Enclose a certificate(s) from Engineer(s)-in-charge.

** Immediately proceeding the financial year in which bids are received.

(THE SYSTEM OF DETERMINATION OF BID ASSESSMENT CAPACITY AS ABOVE WILL BE USED ONLY IN CASE OF WORKS OF ESTIMATED VALUE OF OVER Rs. 1 CRORE.)

No document presented by the bidder after the closing date & time of the bid will be taken into account unless it is of purely technical nature which has no bearing financially on the contract & which does not seek major changes in the technical specifications given in the bid documents. If a bidder offers a rebate unilaterally

after the closing date & time of the bid, it will not be taken into account for evaluating purposes by the Tender Committee, but if that bidder emerges as the lowest evaluated, the rebate offered will be taken into account for determination of the total offer.

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

1.4. Abnormally High Rate (AHR) & Abnormally Low Rate (ALR) Items.

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

i) For identification of AHR & ALR items the ceiling of +/- 20% respectively, when compared with the updated estimated rate, will be considered.

ii) Variation in Quantity on quoted rate during execution for AHR & ALR items shall be permitted upto +/-25% (+25% for AHR & -25% for ALR) of the quantity provided for items of work below plinth level & +/- 5% of the quantity provided for items of work above plinth level respectively.

iii) Quantity variation beyond the limit mentioned at ii) above shall be dealt by arriving at new rate based on prevalent market rates of materials & labour analysed as per standard analysis of rate of N.B.O./ C.P.W.D. Payment of extra quantity over the permitted quantity of +/-25% and +/- 5% (as the case may be) would be made on the basis of the new analysed rate.

iv) For identified abnormally low rate (ALR) items, the contractor will be required to deposit with the company the difference in amount calculated between the departmental justified rate multiplied by the quantity of a particular ALR item and the ALR rate quoted by the contractor multiplied by the quantity of the same item.

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

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

1.5 Negotiations:

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

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

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

1.6 Acceptance of Offer:

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

1.7 Banned or de-listed Contractors:

The bidders would give a declaration that they have not been banned or de-listed by any Govt. or Quasi

Govt. agencies or PSU's. If a bidder has been banned or de-listed by any Govt. or Quasi Govt. agencies

or PSU's this fact must be clearly stated and it may not necessarily be a cause for disqualification. If the

declaration is not given, the bid will be rejected as non-responsive.

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South Eastern Coalfields Limited

Schedule - A

GENERAL TERMS AND CONDITIONS

1. Definitions

i) "**Employer**" or "Company" means the South Eastern Coalfields (SECL), Regd. Office, Bilaspur (CG) who will employ the contractor represented by the appropriate authority.

ii) "**Principal Employer**" means the South Eastern Coalfields Limited or the officer nominated by the company to function on its behalf.

iii) The word "**Contractor/ Contractors**" wherever occurs working space or any other purpose as means the successful tenderer/ tenderers who has/have deposited the necessary Earnest money and has/have been given written intimation about the acceptance of tender and shall include legal representative of such individual or persons composing a firm or a company or the successors and permitted assignees of such individual, firm or Company, as the case may be.

iv) "**Site**" means the land and places including any building and erection thereon, over, under, in or through which the Permanent works or Temporary works designed by the Engineer in Charge are to be executed and any other lands and places provided by the Employer for may be specifically designated in the Contract as forming part of the site.

v) The term "**Sub-Contractor**" as employed herein, includes those having a direct contract with Contractor either on piece rate, item rate, time rate or any other basis and it includes one who furnishes work to a special design according to the plans or specifications of this work but does not include one who merely supplies materials.

vi) "**Accepting Authority**" shall mean the management of the company and includes an authorized representative of the company or any other person or body of persons empowered in this behalf by the company.

vii) "**Engineer-in-charge**" shall mean the officer nominated by the company in the E&M Engineering cadre/ discipline who is competent to direct supervisors and authorised to be in charge of the works for the purpose of this contract. The Engineer in Charge /Designated Officer in Charge who is of an appropriate seniority, will be responsible for supervising and administering the contract, certifying payments due to the contractor, valuing variations to the contract, awarding extension of time and valuing compensation events. The Engineer in Charge /Designated Officer in Charge may further appoint his representatives i.e. another person/Project Manager or any other competent person and notify to the contractor who is directly responsible for supervising the work being executed at the site, on his behalf under their Delegation of Powers of the company. However, overall responsibility, as far as the contract is concerned, will be that of the Engineer in Charge/Designated Officer in Charge.

viii) The "**Contract**" shall mean the notice inviting tender, the tender as accepted by the Company, the work order issued to the contractor, and the formal contract agreement executed between the company and the contractor together with the documents referred to therein including general terms and conditions, special conditions, if any, scope of work, frozen terms & conditions/technical parameters/scope of work and revised offer, if any, specifications, drawings,

including those to be submitted during progress of work, schedule of quantities with rates and amounts.

ix) A **"Day"** shall mean a day of 24 hours from midnight to midnight.

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x) The **"Work"** shall mean the works required to be executed in accordance with the contract/work order or parts thereof as the case may be and shall include all extra or additional, altered or substituted works or any work of emergent nature, which in the opinion of the Engineer-in-charge, become necessary during the progress of the works to obviate any risk or accident or failure or become necessary for security.

xi) **"Schedule of Rates"** referred to in this conditions shall mean the standard schedule of rates prescribed by the company and the amendments issued from time to time.

xii) **"Contract amount"** shall mean: a) in the case of turnkey contracts the total sum for which tender is accepted by the company. b) in the case of other types of contracts the total sum arrived at based on the individual rates quoted by the tenderer for the various items shown in the "Schedule of Quantities" of the tender document as accepted by the Company with or without any alteration as the case may be.

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

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

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

xvi) **"Department"** means the E&M Engineering Department of South Eastern Coalfields Limited 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.

2. Contract Documents:

The following documents shall constitute the contract documents :

i) Notice Inviting Tender/Detailed Tender Notice / Tender Evaluation & Bid Assessment /Tender Memorandum.

ii) Articles of Agreement / Letter of Acceptance of Tender/ Work Order.

iii) General Terms & Conditions of contract/ Commercial Terms & Conditions of contract.

iv) Additional Terms & Conditions of contract, if any.

v) Specifications.

vi) Schedule of quantities (or Bill of Quantities)/ Schedule of work/ Scope of work and schedule of deviation (*to be provided by the contractor.*)

vii) Frozen terms & conditions / technical parameters/ scope of work and revised offer, if any.

viii) Contract drawings and work programme.

ix) Safety Code etc. forming part of the tender.

2.1. The contractor shall enter into and execute contract agreement in the prescribed form (ref. format at **ANNEXURE X**). The cost of the stamp papers for the contract agreement shall be borne by the contractor. Two sets of contract document / agreements shall be prepared and signed by both the parties One of the sets shall be stamped "Original" and the other "Duplicate". The duplicate copy will be supplied to the contractor free of cost and the original is to be retained by the company. For any additional copies required by the contractors the price to be charged would be that of the cost of the Tender Document (Application Fee). All additional copies should be certified by the Engineer in Charge.The contractor shall keep copy of these documents on the site/place of work in proper manner so that these are available for inspection at all reasonable

times by the Engineer-in-charge, his representatives or any other officials authorised by the company for the purpose.

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

3. Discrepancies in contract documents & Adjustments thereof

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

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

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

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

3.3 Any difference detected in the tender/ tenders submitted resulting from :

- a) discrepancy between description in words and figures, the rate which corresponds to the amount worked out by the contractor shall be taken as correct.
- b) discrepancy in the amount quoted by the contractor due to calculation mistake of the unit rate and quantity, the unit rate shall be regarded as firm and amount corrected.
- c) discrepancy in totaling or carry forward in the amount quoted by the contractor shall be corrected.

The tendered sum so corrected and altered shall be substituted for the sum originally tendered and considered for acceptance instead of the original sum quoted by the tenderer alongwith other tender/tenders. Rounding off to the nearest rupee should be done in the final summary of the amount instead of in totals of various sections of the offer.

4. Security Deposit:

4.1.1 Security Deposit shall consist of two parts:

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

The security deposit shall bear no interest.

4.1.2 Performance Security should be 5% of contract amount and should be submitted within 28 days of receipt of

LOA by the successful bidders in any of the form given below

- A Bank Guarantee in the form given in the bid document.
- Govt. Securities, FDR or any other form of deposit stipulated by the owner.
- Demand Draft drawn in favour of South Eastern Coalfields Ltd on any Scheduled Bank

Payable at

its Branch at Bilaspur (CG)

The Earnest Money / Bid Security deposited in the form of Bank Guarantee shall be discharged when the

Bidder has signed the Agreement and furnished the required Performance Security / Security Deposit. The

Bid security deposited in the form of Demand Draft / cash shall be adjusted against the security deposit.

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

either.

- a. at Bidders option by a Nationalized / Scheduled Indian Bank or
- b. by a foreign Bank located in India and acceptable to the employer.
- c. The validity of the Bank Guarantee shall be for a period of one year or ninety days

beyond the

period of contract, whichever is more.

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.

4.2.1 All running on account bills of the contractor shall be paid at 95% (ninety five percent) of work value. This

5% (five percent) deduction towards Retention Money will be the second part of security deposit

4.2.2 5% Performance Security should be refunded within 14 days of the issue of defect liability certificate (taking

over certificate with a list of defects). Retention Money should be refunded after issue of No Defect

Certificate, retention Money should be deducted at 5% from running bill.

4.4 The Company shall be at liberty to deduct / appropriate from the security deposit such sums as are due

and payable by the contractor to the company as may be determined in terms of the contract, and the

amount appropriated from the security deposit shall have to be restored by further deduction from the

contractors subsequent on account running bills, if any.

The refund of security deposit shall be subject to company's right to deduct/ appropriate its due against

the contractor under this contract or under any other contract.

4.5 On completion of the entire work and certified as such by the Engineer-in-charge and on passing of the

final bill by the Department, one half of the security deposit lying with the company shall be refunded to the contractor. The other half shall be refunded to the contractor on the expiry of six months from the date of completion as certified by the Engineer-in-charge subject to the following conditions:

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

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

.5. Deviations/Variations in Quantities and Pricing

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

5.1 The company through its Engineer In Charge or his representative shall, without radically changing the original scope and nature of the work, under contract, have power to make any alterations in or additions to or substitution of the original specifications, drawings, designs and instructions that may appear to be necessary or advisable during the progress of the work. The contractor shall be bound to carry out the works in accordance with the instructions given to him in writing by the Engineer In charge or his representative on behalf of the company. Such altered or additional or substituted work, which shall form part of the original contract, shall be carried out by the contractor on the same terms and conditions in all respects on which they agreed to do the main work and at the same rate/rates as are specified in the contract/ work- order.

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

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

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

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

c) In case the rate for extra item is to be derived by analysis of rate, the same shall be done by analysis on prevalent market rate of materials and labour based on standard norms of analysis of rate of N.B.O./C.P.W.D.

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

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

5.4 Abnormally High Rate (AHR) & Abnormally Low Rate (ALR) Items.

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

i) For identification of AHR & ALR items the ceiling of +/- 20% respectively, when compared with the updated estimated rate, will be considered.

ii) Variation in Quantity on quoted rate during execution for AHR & ALR items shall be permitted upto +/-25% (+25% for AHR & - 25% for ALR) of the quantity provided for items of work below plinth level & +/- 5% of the quantity provided for items of work above plinth level respectively.

iii) Quantity variation beyond the limit mentioned at above shall be dealt by arriving at new rate based on prevalent market rates of materials & labour analysed as per standard analysis of rate of N.B.O./ C.P.W.D. Payment of extra quantity over the permitted quantity of +/- 25% and +/-5%(as the case may be) would be made on the basis of the new analyzed rate.

iv) For identified abnormally low rate (ALR) items, the contractor will be required to deposit with the company the difference in amount calculated between the departmental justified rate multiplied by the quantity of a particular ALR item and the ALR rate quoted by the contractor multiplied by the quantity of the same item. The total amount to be deposited will be the sum total of all

the identified ALR items calculated as per the method outlined above. The amount so retained will be refunded on successful completion of individual ALR items of work.

5.5 Payment for such deviated items (additional/ altered / substituted items of work or excess quantities of work beyond +/- 25% of the agreement schedule) shall be made in the contractors running on account bills, till the revised estimate regularizing these items are sanctioned by the competent authority of the company, at the provisional rates and shall not exceed:

a) 75% of the rate recommended by the Engineer In Charge to the accepting authority of the company i.e. CGM(E&M)/GM(E&M)/ CE(E&M) of the company or SO(E&M) of the Area, if the rate is directly available in the SOR of the company.

b) 50% of the rate recommended by the Engineer In Charge to the accepting authority of the company, i.e. CGM(E&M)/ GM(E&M)/ CE(E&M) of the company or SO(E&M) of the Area, if it is analyzed item rates based on prevalent market rates of materials and labour following NBO/CPWD norms.

5.6 *The time for completion of the originally contracted work shall be extended by the company in the proportion that the additional work (in value) bears to the original contracted work (in value) plus 25% of the time calculated as explained above or such further additional time as may be considered reasonable by the Engineer in Charge.*

5.7 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.

5.8 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. Immediately after the contract is executed/the work order is issued, the Engineer In Charge and the contractor shall agree upon a detailed time and progress chart prepared based on BAR CHART/ PERT CPM techniques on the basis of a construction schedule submitted by the contractor at the time of executing contract showing the order in which the work is proposed to be carried out within the time specified in the contract document/work order. For the purpose of this detailed time and progress chart, the work shall be deemed to have commenced on the expiry of 10 (ten) days from the issue of Letter of Acceptance of Tender/Work Order or handing over the site of work or handing over reasonable number of working drawings to the contractor or the period of mobilization allowed in the work order for starting the work in special circumstances, whichever is later.

6.1 If the contractor, without reasonable cause or valid reasons, commits default in commencing the work within the aforesaid time limit, the company shall without prejudice to any other right or remedy, be at liberty, by giving 15 days notice in writing to the contractor to commence the work, to forfeit the Earnest Money deposited by him and to rescind the Letter of Acceptance of Tender/Work Order. Additionally, the Company will reserve the right to debar such defaulting Contractors from participating in future Tenders for a minimum period of 1 (One) year.

6.2 If the contractor fails to maintain the required progress in terms of the agreed time & progress chart or to complete the work and clear the site on or before the scheduled date or extended date of completion, he shall, without prejudice to any other right or remedy available under the law to the company on account of such breach, pay as agreed compensation the amount calculated at the rates stipulated below or such smaller amount as the Engineer in Charge (whose decision in writing shall be final & binding) may decide on the amount of contract value of unfinished work for every completed week that the progress remains below that specified in the agreed time & progress chart or that the

work remains incomplete. This will also apply to items or group of items for which separate period of completion has been specified: -

- i) Completion period (as originally stipulated) @ 1% per week Not exceeding three months
- ii) Completion period (as originally stipulated) @ 1% per week. exceeding three months.

Provided always that the total amount of compensation for delay to be paid under this condition shall not exceed 15% of the contract value of work or of the contract value of the item or group of items of work for which a separate period of completion is originally given.

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

6.3 a) The company may at its sole discretion, waive the payment of compensation on request received from the contractor indicating valid and acceptable reasons if the entire work is completed within the date as specified in the contract/work order or as validly extended date without stipulating any compensation for delay. or b) If the progress of the work or of any portion of the work is unsatisfactory, the Engineer In-charge shall be entitled, after giving the contractor 15 days' notice in writing, to employ another Agency for executing the job or to carry out the work departmentally either wholly or partly debiting the contractor with the cost involved in engaging another Agency or the cost involved in executing the work departmentally, as the case may be. The certificate to be issued by the Engineer In-charge for the cost of the work so done shall be final and conclusive and the extra cost, if any, shall be borne by the contractor.

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

a) Force Majeure:

- i) Natural phenomena, including but not limited to abnormally bad weather, unprecedented flood and draught, earthquakes & epidemics.
- ii) Political upheaval, civil commotion, strikes, lockouts, acts of any Govt. (domestic/foreign) including but not limited to war, proprieties, quarantine embargoes

The successful bidder/ 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.

- b) Serious loss or damage by fire
- c) Non-availability of stores, which are the responsibility of the company to supply as per contract
- d) Non-availability of working 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 can not challenge the soundness of the opinion by reference to arbitration. 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 CGM (E&M)/ GM (E&M)/ CE (E&M) of the company for consideration on the question whether the period of extension is or is not proper or necessary.

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

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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

7.1* The company does not undertake any responsibility for supply of any materials to the contractor.

7.2 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.

7.3 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 upto 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.- **NOT APPLICABLE**

7.4 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 CGM(E&M)/ GM(E&M)/ CE(E&M) of the company, the contractor in writing for procurement of cement/ steel from the approved sources and the extra on this account including transport charges, if any, over the issue rate 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 authorised 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 "asand when required" basis.

7.5 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 authorised 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.

7.6 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.

7.7 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.

7.8 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.

7.9 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.

7.10 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.

7.11 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.

7.12 The contractor shall arrange necessary water for the work and his own establishment. However, if available and feasible the company may arrange water at one point near the work site for which recovery @ 1% of the contract value of work done will be made from the contractor's bills.

7.13 Coal required for manufacturing of bricks to be used in the work will be issued @ 25 tonnes per one lakh of bricks on payment at the rate prevailing on the date of issue. Requirement of coal may vary depending on the quality of coal. Transportation of coal and the charges thereof shall be contractor's responsibility.-

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 licence under such laws for, transportation, storage, use and all other operations, connected with the handling of the same.

8. Quality Assurance - Materials and Workmanship

The contractor shall carry out and complete the work in every respect in accordance with the contract and shall ensure that the work conforms strictly to the drawings, specifications, instructions of the Engineer In Charge. The Engineer In Charge may issue, from time to time, further drawings, detailed instructions/ directions in writing to the contractor. All such drawings, instructions/directions shall be consistent with the contract documents and should be reasonably inferable therefrom, along with clarifications/ explanations thereof, if necessary.

8.1 For Quality Assurances of all the E&M Engineering Works the norms/ guidelines laid down by the company herein and elsewhere will form part of the contract for the purpose of quality of works.

8.2 The contractor shall be responsible for correct and complete execution of the work in a workman like manner with the materials as per specification which shall be subject to the approval of the company. All work under execution in pursuance of the contract shall be

open to inspection and supervision by the Engineer In Charge or by his authorised representative or any other official of higher rank or any other person authorised by the company in his behalf & the contractor shall allow the same.

8.3 All materials to be provided by the contractor shall be in conformity with the specifications/schedule of work as per the contract and the contractor shall furnish proof, if so required by the Engineer In Charge to his satisfaction that the materials do so comply.

8.4 The contractor shall immediately after the award of work draw up a schedule giving dates for submission of samples as required or necessary as per the specification for approval of Engineer In Charge who shall approve, if found acceptable, promptly so that there is no delay in the progress of the work of the contractor or of the work of any of the sub-contractor. On receipt of samples as per schedule, the Engineer In Charge shall arrange to examine/test with reasonable promptness ensuring conformity of the samples with the required specification and complying with the requirements as per contract documents keeping in view that the work shall be in accordance with the samples approved by him. The contractor shall not start bringing materials at the site unless the respective samples are approved. Materials conforming to approved samples shall only be brought to site. Samples are to be supplied by the contractor at his own cost. The cost involved in tests shall be borne by the contractor. If any test is ordered by the Engineer In Charge which is to be carried out by any independent person or agency at any place other than the site even then the cost of materials and testing charge etc. shall be borne by the contractor. If the test shows that the materials are not in accordance with the specifications, the said materials shall not be used in the work and removed from the site at contractors cost.

8.5 The company, through the Engineer In Charge, shall have full powers to reject any materials or work due to a defect therein for not conforming to the required specification, or for materials not being of the required quality and standard or for reasons of poor workmanship or for not being in accordance with the sample approved by him. The contractor shall forthwith remedy the defect/replace the materials at his expense and no further work shall be done pending such rectification/replacement of materials, if so instructed by the Engineer In Charge. In case of default on the part of the contractor, the Engineer In Charge shall be at liberty to procure the proper materials for replacement and/or to carry out the rectifications in any manner considered advisable under the circumstances and the entire cost & delay for such procurement/rectification shall be borne by the contractor.

8.6 The Engineer In Charge shall be entitled to have tests carried out for any materials, according to the standard practice followed for such tests, other 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. The cost of any other tests, if so required by the Engineer In Charge, shall be borne by the contractor

only, if the test shows the workmanship or materials not to be in accordance with the provision of the contract or the instruction of Engineer In Charge, but otherwise by the company.

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

8.8 Inspection of works: i) No work shall be covered up or put out of view without the approval of the Engineer-in-charge or the Engineer-in-charge's representative or any other officer nominated by the

company for the purpose and the contractor shall afford full opportunity for the EIC or EIC's representative or any other officer nominated by the company for the purpose to examine and measure any work which is about to be covered up or put out of view and to examine foundations before permanent work is placed thereon. The contractor shall give due notice to the Engineer-in-charge's representative whenever any such work or foundations is ready or about to be ready for examination and the Engineer-in-

charge's representative shall, without unreasonable delay, unless he considers it unnecessary and advises the contractor accordingly, attend for the purpose of examining and measuring such work or foundations.

ii) The contractor shall uncover any part or parts of the works or making openings in or through the same as the Engineer In Charge may from time to time direct and shall reinstate and make good such part or parts to the satisfaction of Engineer-in-charge.

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

8.9 Removal of Improper Work and Materials:

i) The Engineer-in-charge shall during the progress of the works have power to order in writing from time to time:

a) The removal from the site, of any materials, which in the opinion of Engineer-in-charge, are not in accordance with the contract/ work order/, approved sample.

b) The substitution with proper and suitable materials.

c) The removal and proper re-execution, notwithstanding any previous test thereof or interim payment there form, 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-incharge may employ other persons to remedy the defects and recover the cost thereof from the dues of the contractor.

8.13 Site Order Book: A Site Order Book is a Register duly certified by the Engineer-in-charge regarding number of pages it contains, each page being numbered, name of work, name of contractor, reference of contract/ work order and the aforesaid certificate should be recorded on its first page. Site Order Books shall be maintained on the sites of works and should never be removed therefrom under any circumstances. It shall be the property of the company. The Engineer In Charge or his 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 contractor in writing to EIC in time shall report the compliance 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. The Engineer In Charge or his representative should give a certificate to this effect in the Measurement books.

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

8.15 Storage of Materials: Materials shall be so stored as to ensure the preservation of the quality and fitness for the work. When considered necessary by the Engineer-in-charge, they shall be placed on wooden platforms or other hard, clean surfaces and not directly on the ground. Materials shall be placed under cover when so directed and the contractor shall erect and maintain at his own cost temporary weather-proof sheds at the work site for the purpose. Stored materials shall be so located as to facilitate prompt inspection. All stored materials shall be inspected at the time of use in the work, even though they may have been inspected and approved before being placed in storage or during storage.

8.16 Defective Materials: All materials not conforming to the requirements of the specifications shall be considered as defective, and all such materials, whether in place or not shall be rejected. They shall be removed immediately by the contractor at his expenses and replaced with acceptable material. No rejected material, the defects of which have been subsequently corrected, shall be used on the work until approval in writing has been given by the Engineer In Charge. Upon failure on the part of the contractor to comply with any instruction of the Engineer-in-charge made under the provisions of this article within the time stipulated by the Engineer-in-charge, the Engineer-in-charge shall have authority to remove and replace defective material and recover the cost of removal and replacement from the contractor. Further all such defective material lying at site not removed and replaced within 30 days after issue of notice by the Engineer-in-charge, if the Engineer-in-charge so decides shall dispose off such material in any manner without any further written notice to the contractor.

9. Measurement and Payments

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

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

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

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

9.4 The measurement of the portion of work/items of work objected to, shall be 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 authorised representative and recorded in the M.B. which shall be signed and dated by both the parties. Measurements so recorded shall be final and binding upon the contractor and no claim whatsoever shall

thereafter be entertained. In case the contractor or his authorised representative does not attend to the joint measurements at the prefixed date and time after due notice, the measurements taken by the Engineer-In-charge or his representative shall be final and binding on the contractor. Measurement of the extra items of work or excess quantities of work duly authorised in writing by the Engineer In Charge shall also be taken and recorded in the M.B. based on the existing items in the SOR of the company and if such items do not exist in the company's SOR, the description of the work shall be as per actual execution. Payment for such extra items will be based on the rates to be derived as described in the relevant clauses of the contract/ work-order

9.5 No work shall be covered up or put out of view without the approval by the Engineer In Charge and recording of measurements and check measurement thereof duly accepted by the contractor. The contractor shall provide full opportunity to the Engineer In Charge or his representative to examine and measure all works to be covered up and to examine the foundations before covering up. The contractor shall also give notice to Engineer In Charge whenever such works or foundations are ready for examination and the Engineer In Charge shall without unreasonable delay arrange to inspect and to record the measurements, if the work is acceptable and advise the contractor regarding covering of such works or foundations.

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

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

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

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

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

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

(ii) The CGM(E&M)/ GM(E&M)/ CE(E&M) of the company and / or the Staff Officer(E&M) of the Area may authorise interim payment for excess work done up to 20 % of the quantity of work provided in the Bill of Quantity of the work awarded from Company level and Area level respectively subject to overall value of work done does not exceed the contract value.

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

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

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

9.7.03 The measurements shall be entered in the M.B for the work done upto the date of completion and evaluated based on the approved rates for the items in the contract agreement/sanctioned revised

estimate. In case of extra items of work, the rates shall be derived as stated in the relevant clause of the contract.

The payments shall be released against the final bill subject to all deductions which may be made on account of materials supplied, water supply for construction, supply of electricity and any other dues payable by the contractor to the company, and further subject to the contractor having given to the Engineer In Charge a no claim certificate. The contractor shall indemnify the company against proof of depositing royalty on account of minor minerals used in the work before the final bill is processed for payments. The final payment to be made will also be subject to Clause-4.5 of the General Terms & Conditions of the contract.

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

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

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

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

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

- i) Signature of Elect supervisor/foremen (m)) in MB's both in pages recording measurements, abstract of bill & the duly filled in bill form.
- ii) Signature of Engineer(E&M)/ EE(E&M) with appropriate check measurements in the MB's and the bill form.
- iii) Signature of Sr. EE(E&M)/ SE(E&M) with appropriate check measurements in MB's and the bill form.
- iv) Signature of Engineer in Charge as per definition as at clause 1(vii) of the General Terms and Conditions, as a token of acceptance for payment of the bill. The EIC may sign in the abstract of the bill in the MB & the bill form. In between stage iii) and iv) accountal checking may be made by the concerned Accounts Officer/ Accountant.

9.7.08 Secured Advance: Secured advance can be paid for items of materials required for execution of the

work and covered under categories A & B and supplied by the contractor at work site, supported by necessary vouchers, challans, test certificates etc. after execution of indemnity bond as per prescribed Form of the company on 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.10.00 lakhs only. Secured advance for structural steel sections, reinforcement steel and cement, collected at site, will be paid upto 75% of the corresponding stock yard prices of SAIL for the corresponding steel items and Govt. approved/ D.G.S.D. prices for cement, if the same exist. In case of non-availability of Govt. approved prices of cement & steel and for the materials falling under Category - A and B the secured advance will be paid at the basic rate available in the approved schedule of rates of the company plus or minus the overall percentage on which the work was awarded, provided such rate is not more than 60% of the quoted rate of the contractor for the actual work. At any point of time the outstanding recoverable secured advance shall not be more than 10% of the contract value. Items against which secured advance can be granted:

Category-A

Civil: -

1.Bricks

2.Stone and brick aggregate

3.Stones

4.Finished products of brass, Iron and Steel such as doors & windows frames, wire mesh, gate, GI Sheets;

5.Pre-cast R.C.C. products such as pipes, jail, 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, terrazzotiles and similar articles.

2.Marble salabs

3.Asbestos cement products

4.Finished timber such as doors, windows, flush doors, particle boards (subject to mandatory test being satisfactory) etc.

5.Bitumen in scaled 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 scaled drums)

11.Paints, varnishes, distempers, pigment spirits etc.

Electrical:

1. Transformers

2. Oil-filled switch gears.

3. L.T. & H.T.Cables

4. Fans

5. Storage and Dry Batteries

6. Insulation tapes

7. Epoxy cable compounds
8. Electric light fittings
9. Wooden battens, casing & capping and wooden boards
10. Flexible wires
11. PVC materials
12. Oil and lubricants
13. Rubber materials
14. Glass wool, thermocole & other insulating materials
15. Porcelain H.T. and L.T. insulators.

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

Items against which no secured advance shall be granted:

Civil;

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

Electrical:

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

9.8 Income tax deduction @ 2% (Two percent) of the gross value of each bill or at the rate as amended from time to time, shall be made unless exempted by the competent authority of the Income Tax Department Sales tax on works contract shall be payable by the contractor. If, however, the company is asked to make deduction from the contractor's bills, the same shall be done and a certificate to this effect shall be issued to the contractor for dealing with the State Govt. and the company does not take any responsibility to do anything further in this regard.

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

10. Termination, Cancellation, Suspension and Foreclosure of Contract

The company shall, in addition to other remedial steps to be taken as provided in the conditions of contract be entitled to cancel the contract in full or in part, if the contractor :-

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

Or

b) commits default/breach in complying with any of the terms and conditions of the contract and does not remedy it or fails to take effective steps for the remedy to the satisfaction of the

Engineer In Charge, then on the expiry of the period as may be specified by the Engineer In Charge in a notice in writing.

Or

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

Or

d) shall offer or give or agree to give any person in the service of the company or to any other person on his behalf any gift or consideration of any kind as an inducement or reward for act/acts of 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 contractor's company or by an order of court, not being a voluntary liquidation proceedings for the purpose of amalgamation or re organization, or a receiver or manager is appointed by the court on the application by the debenture holders of the contractor's company, if any.

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

d) On the death of the contractor being a proprietary concern or of any of the partners in the case of a partnership concern and the company is not satisfied that the legal representative of the deceased proprietor or the other surviving partners of the partnership concern are capable of carrying out and completing the contract. The decision of the company in this respect shall be final and binding which is to be intimated in writing to the legal representative or to the partnership concern.

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

a) to take possession of the site and any materials, constructional plant, equipments, stores etc. thereon.

b) to carry out the incomplete work by any means at the risk and cost of the contractor.

c) to determine the amount to be recovered from the contractor for completing the remaining work or in the event the remaining work is not to be completed the loss/damage suffered, if any, by the company after giving credit for the value of the work executed by the contractor upto the time of cancellation less on a/c payments made till date and value of contractor's materials, plant, equipments, etc. taken possession of after cancellation.

d) to recover the amount determined as above, if any, from any money due to the contractor on any account or under any other contract and in the event of any shortfall, the contractor shall be called upon to pay the same on demand. The need for determination of the amount of recovery of any extra cost/expenditure or of any loss/damage suffered by the company shall not however arise in the case of termination of the contract for death/demise of the contractor as stated in clause 10.1(d) of the contract.

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

10.3 Suspension of Work:

i) The company shall have power to suspend the work or any part thereof and the Engineer In Charge may direct the contractor in writing to suspend the work, for such period and in such manner as may be specified therein, on account of any default on the part of the contractor, or for proper execution of the work for reasons other than any default on part of the contractor, or on ground of safety of the work ii) In the event of suspension for reasons other than any default on the part of the contractor, extension of time shall be allowed by the company equal to the period of such suspension and the contractor shall properly protect and secure the works to the extent necessary during such suspension. The contractor shall carry out the instructions given in this respect by the Engineer-In Charge & if such suspension exceeds 45 (forty five) days, the contractor will be compensated on mutually agreed terms.

10.4 The work shall, throughout the stipulated period of contract, be carried out with all due diligence on the part of the contractor. In the event of termination or suspension of the contract, on account of default on the part of the contractor, as narrated hereinbefore, the security deposit and other dues of this work or any other work done under this company shall be forfeited and brought under the absolute disposal of the company provided, that the amount so forfeited shall not exceed 10 (ten) percent of the contract value.

10.5 Foreclosure of contract:

If at any time after acceptance of the tender the company decides to abandon for any reason whatsoever the company, through its Engineer In Charge, shall give notice in writing to that effect to the contractor. In the event of abandonment the company shall be liable :-

a) to pay reasonable amount assessed and certified by the Engineer In Charge of the expenditure incurred, if any, by the contractor on preliminary works at site e.g. temporary access roads, temporary construction for 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 upto the date of such abandonment.

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

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

e) to pay for the transportation of tools and plants of the contractor from site to contractor's place or to any other destination, whichever is less. 10.5.01 The contractor shall, if required

by the Engineer In Charge, furnish to him books of accounts, papers, relevant documents as may be necessary to enable the Engineer In Charge to assess the amounts payable in terms of clauses 10.5(b) (c) & (e) of the contract. The contractor shall not have any claim for compensation for abandonment of the work, other than those as specified above.

11. Completion Certificate

Except in cases where the contract provides for "Performance Test" before issue of completion certificate, in which case the issue of completion certificate shall be in accordance with the procedure specified therein, the contractor shall give notice of completion of work, as soon as the work is completed, to the Engineer In Charge. The Engineer In Charge and or any other Officer, nominated for the purpose by the company, shall within 30 (thirty) days from the receipt thereof, inspect the work and ascertain the defects/deficiencies, if any, to be rectified by the contractor as also the items, if any, for which payment shall be made at reduced rate. If the defects, according to the Engineer In Charge are of a major nature and the rectification of which is necessary for the satisfactory performance of the contract, he shall intimate in writing the defects and instruct the contractor to rectify the defects/remove deficiencies within the period and in the manner to be specified therein. In such cases completion certificate will be issued by the Engineer In Charge after the above rectifications are carried out/ deficiencies are removed by the contractor to the satisfaction of Engineer In Charge. In the event there are no defects or the defects/ deficiencies are of a minor nature and the Engineer In Charge is satisfied that the contractor has already made arrangements for rectification, or in the event of contractor's failure to rectify the defects for any reason whatsoever, the defects can be rectified by the company departmentally or by other means and the 50% of the security deposit of the contractor shall be sufficient to cover the cost thereof, he shall issue the completion certificate indicating the date of completion of the work, defects to be rectified, if any, and the items, if any, for which payment shall be

made at reduced rate indicating reasons therefor and with necessary instructions to the contractor to clear the site/place of work or all debris/ waste materials, scaffoldings, sheds, surplus materials etc. making it clean.

11.1 In cases where separate period of completion for certain items or groups of items are specified in the contract, separate completion certificate for such items or groups of items may be issued by the Engineer In Charge after completion of such items on receipt of notice from the contractor only in the event the work is completed satisfactorily in every respect. Refund of security deposit and payment of final bill shall, however, be made on completion of the entire contract work, but not on completion of such items of work.

12. Additional Responsibilities of the Contractor(s)

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

i) The company reserves the right to let other contractors also works in connection with the Project and the contractor/contractors shall co-operate in the works for the introduction and stores and materials and execution of his/their works.

ii) The contractor/contractors shall keep on the work site during the progress a competent and experienced Resident Engineer exclusively for the work and necessary assistants who shall represent the contractor(s). The contractor shall employ, on the site in connection with the execution and maintenance of the work, the following technical staff :

For Industrial Structures :

1) For value of work ranging from Rs.5 lakhs to Rs.15 lakhs.

1 Experienced Diploma holder.

2) For value of work above Rs.15 lakhs and upto Rs.75 lakhs.

1 Experienced Graduate Engineer in addition to Diploma holder as per sl.no.4 below.

3) For value of work in excess of Rs.75 lakhs & for every additional Rs.1.5 crores or part thereof.

1 Graduate Engineer extra in addition to Graduate Engineer and Diploma holder as per sl.no.1 & 4.

4) For value of work in excess of

Rs.15 lakhs & for every additional Rs.50 lakhs or part thereof.

1 Diploma holder extra.

The contractor shall intimate the Engineer In Charge in writing the names, qualifications, experience and full postal address of each and every technical personnel employed at site by him. The contractor(s) shall not be allowed to execute the work unless he/they engage the required technical staff at site as stated above. The delay on this account, if any, shall be the contractor's responsibility. Important instructions shall be confirmed to the contractor(s) in writing. If the contractor/contractors in course of the works finds/find any discrepancy between the drawing, forming part of the contract documents and the physical conditions of the locality or any errors or omissions in drawings except those prepared by

himself / themselves and not approved by the Engineer In Charge. It shall be his/their duty to immediately inform the Engineer In Charge in writing and the Engineer In Charge shall verify the same. Any work done after such discovery and without intimation as indicated above will be done at the risk of the contractor/contractors.

iii) The contractor / contractors shall employ only competent, skillful and orderly men to do the work. The Engineer In Charge shall have the right to ask the contractor/ contractors to remove from the work site any men of the contractor/contractors who in his opinion is undesirable and the contractor/contractors will have to remove him within 3 (three) hours of such orders. The contractor shall employ apprentices in the execution of the contract work as required under Apprentices Act. The contractor shall further be responsible for making arrangements at his own cost, or accommodation and social needs of the staff and workers under his employment.

iv) Precautions shall be exercised at all times by the contractor(s) for the protection of persons (including employees) and property. The safety required or recommended by all applicable laws, codes, statutes and regulations shall be observed by the contractor(s). In case of accidents, the contractor(s) shall be responsible for compliance with all the requirements imposed by the Workmen's Compensation Act or any other similar laws in force, and the contractor(s) shall indemnify the company against any claim on this account. All scaffoldings, ladders and such other structures which the workmen are likely to use shall be examined by the Engineer In Charge or his authorised representative whenever they want and the structure must be strong, durable, and safe and of such design as required by Engineer In Charge. In no case any structure condemned by the Engineer In Charge or his authorised representatives shall be kept on the work and such structure must be pulled down within three hours of such condemnation and any certificate or instructions, however, shall in no way absolve the contractor/contractors from his/their responsibility, as an employer, as the company shall in no way be responsible for any claim. The contractor / contractors shall at all times 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.

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

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

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

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

ix) All taxes, whether Local, Municipal, Provincial or Central etc. and cess, royalties etc. are payable or may become payable during the entire periods of contract, shall be to the contractor/contractors account and shall be deemed to have been included in the tender for the work to be executed by him/them. However, in the event of any changes in the Sales Tax on Works Contract as required by the Statutory Authority during the contract period, necessary adjustments will be made in contractual payments. For this purpose, the base date shall be the date on which the price bids/revised price bids have been opened.

Amount payable/repayable for any subsequent change in the Sales Tax on Works Contract will be made to /from the contractors after departmental verification of such changes of tax law issued by the statutory authority. In case the company land is used for manufacture of bricks or extraction of gravels etc. the contractor will have to pay compensation to the company (apart from the liability of the contractor to make the payment of royalty etc. to the State Government) at the same rates or royalty fixed by the State Government or an appropriate deduction may be made in the rate to be paid to the contractors.

x) The contractor / contractors shall make his / their own arrangement for all materials, tools, staff and 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.

xii) (a) No fruit trees or valuable plants or trees with trunk diameter exceeding 150mm shall be pulled, destroyed or damaged by the contractor/contractors or any of his/their employees without the prior permission of the company, failing which the cost of such trees or plants shall be deducted from the contractor/contractors dues at the rate to be decided by the company. The rates quoted are supposed to include clearance of shrubs and jungles and removal of such trees upto 150 mm dia., as will be permitted by the Engineer In Charge in writing.

(b) Anything of historical or other interest or of significant value unexpectedly discovered on the site is the property of the employer. The Contractor is to notify the Engineer-in-charge or his nominee of such discoveries and carry out the Engineer-in-charge or his nominee's instructions for dealing with him. xiv) The contractor / contractors shall not pay less than the minimum wages to the labourers engaged by him/them as per Minimum Wages Act or such

other legislation or award of the minimum wage fixed by the respective State Govt. or Central Govt. as may be in force.

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

xvi) The contractor shall in 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 thereunder from time to time, as may be applicable to the contract which may arise out of or in consequence of the construction or maintenance or performance of the work under the contract and also against costs, charges and expenses of any suit, action or proceedings arising out of any accident or injury.

c) The company against all losses and claims for injuries or damages to any third party or to any property belonging to any third party which may arise out of or in consequence of the construction or maintenance or performance of the work under the contract and against all claims/demands proceedings/damages, cost charges and expenses whatsoever in respect of or in relation thereto. xvii) The contractor is under obligation to hand over to the company the vacant possession of the completed building structures failing which the Engineer In Charge can impose a levy upon the contractor upto 5% of the total contract value for the delay in handing over the vacant possession of the completed works after giving a 15 (fifteen) days notice to the contractor.

xviii) **(a) INSURANCE** : The contractor shall take full responsibility to take all precautions to prevent loss or damage to the works or part thereof for any reasons whatsoever (excluding act of God e.g. flood, riots, war, earthquake, etc.) and shall at his own cost repair and make good the loss/damage to the work so that on completion, the work shall be in good order and condition and in conformity with the requirements of the contract and instructions of the Engineer In Charge. In case of construction works without limiting the obligations and responsibilities under the contract, the contractor shall take insurance policy for the total value of work for the period from commencement to completion including defect liability period against risk of loss/ damage to the extent as permissible under the law of insurance.

The contractor shall arrange necessary insurance and pledge the same in the name of the company and all moneys payable by the insurers shall be recovered by the company which shall be paid to the contractor in installments as may be certified by the Engineer In Charge for the purpose of rebuilding or

replacement or repair of the works and/or goods destroyed or damaged for which payment was received from the insurers. b) Where any company building or part thereof is used, rented or leased by the contractor for the purpose of storing or using materials of combustible nature, the contractor shall take separate insurance policy for the entire building and the policy shall be deposited with the company.

c) The contractor shall at all times during the tenure of the contract indemnify the company against all claims, damages or compensation under the provision of the Workmen's

Compensation Act and shall take insurance policy covering all risk, claims, damages, or compensation payable under the Workmen's Compensation Act or under any other law relating thereto.

d) The contractor shall ensure that the insurance policy/ policies is/are kept alive till full expiry of the contract by timely payment of premiums and it/they shall not be cancelled without the approval of the company and a provision is made to this effect in all policies, and similar insurance policies are also taken by his subcontractors 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 12 (xviii) SHALL BE APPLICABLE FOR WORKS OF ESTIMATED VALUE OF OVER Rs. 50 LAKHS.

xix) **Setting Out:** The contractor shall be responsible for the contract and proper setting out of the works and correctness of the position, reduced levels, dimensions and alignment of all parts of the work including marking out the correct lay out in reference to the permanent bench mark and reference points. Only one permanent bench mark and basic reference lines shall be marked and shown to the contractor as basic data. The contractor shall have all necessary instruments, appliances and labour in connection therewith. If at any time during the progress of work any error is detected in respect of the position, levels, dimensions or alignment of any part of the work, the contractor on being required to do so by the Engineer In Charge or his representative shall at the expenses of the contractor rectify such errors to the satisfaction of Engineer In Charge unless such error is due to incorrect data supplied by the Engineer In Charge. xx) On receipt of Letter of Acceptance of Tender / Work Order the contractor shall forthwith Register and obtain License from the competent authority under the Contract Labour (Regulation & Abolition) Act 1970, the Contract Labour (Regulation & Abolition) Central Rules, 1971 and submit certified copies of the same to the Engineer In Charge and the 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.

13. Defects Liability Period:

In addition to the defect/s to be rectified by the contractor as per terms of the contract/ work order, the contractor shall be responsible to make good and remedy at his own expense the defect/s mentioned hereunder within such period as may be stipulated by the Engineer In Charge in writing: a) Any defect/defects in the work detected by the Engineer In Charge within a period of 6 (six) months from the date of issue of 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 completion certificate or before the expiry of one full monsoon period i.e. June to October whichever is later in point of time.

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

ANNEXURE - XII

:: DECLARATION ::

I / We hereby declare that I / We will abide by / Liable for any Registration etc., if required, with regard to PF even after award of work

Signature of Tenderer

:: DECLARATION ::

I / We hereby declare that I / We have not been banned or de-listed by. any Government or Quasi- Government Agencies or PSU's

Or

I / We hereby declare that I / We have been banned or de-listed by. The details of which are enclosed herewith

Signature of Tenderer

iv) Every opening in the floor of building or in working platform be provided with suitable means to prevent the fall of persons or materials by providing suitable fencing or railing whose minimum height shall be 3 f t.

v) Safe means of access shall be provided to all working platforms and other working places. Every ladder shall be provided securely fixed . No portable single ladder shall be over 30f t. in length while the width between side rails in rung ladder shall in no case be less than 11-1/2" for ladder up to and including 10 f t .in length. For longer ladder this width should be increased at least 1/4% for each additional foot of length Uniform step spacing shall not be exceeding 12" Adequate precautions shall be taken to prevent danger

from electrical equipment. No materials on any of the side work shall be stacked or placed as to cause danger or inconvenience to any person or the public. The contractor shall also provide all necessary fencing and light to protect the public from accident and shall be bound to bear the expenses of defense of every suit. act ion or other proceedings at all that may be brought by any person for injury sustained owing to neglect of the above precautions and to pay damages and cost which may be brought awarded in any such suit, act ion or proceeding to any such person or which may with the consent of the contractor he has paid to compromise any claim by any such person.

vi) All trenches four feet or more in depth shall at all times be supplied with at least one ladder for each 100 f t. in length or fraction there of Ladder shall be extended from bottom of the trench to at least 3' above surface of the ground. The side of trenches, which are 5ft or more in depth shall be stepped back to give suitable slope or security held by timber bracing so as to avoid danger of side to collapse. The excavated materials shall not be placed within 5 f t. of the edge, of the trench or half of the trench whichever is more

Cutting shall be done from top to bottom and under no circumstances, under mining or under cutting shall be done.

vii) Before any demolition work is commenced and also during the progress of work :-

(a) All roads & open areas adjacent to the work site shall either be closed or suitably protected.

(b) No electric cable or apparatus which is liable to be a source of danger over a cable or apparatus used by operator shall remain electrically charged.

(c) All practical steps shall be taken to prevent danger to persons employed from risk of fire explosion or flooding. No floor, roof or other part of building shall be so over loaded with debris or material as to tender it unsafe.

viii) All necessary safety equipment, as considered adequate by the Engg- In-charge should be kept available for the use, of the person employed on the site and maintained in a condition suitable for immediate use and contractor should take adequate steps to ensure proper use of equipment by those concerned.

(a) Workers employed on mixing asphaltic materials, cement & lime mortar shall be provided with protective footwear and protective goggles.

(b) Those engaged in welding, washing and mixing or stacking of cement bags or any materials which is injurious to the eye shall be provided with protective goggles.

(c) Those engaged in welding work shall be provided with protective goggles etc.

(d) Stone breaker shall be provided with protective goggles and protective clothing & seated at sufficient ly safe intervals.

(e) When workers of employed in sewers and manholes, which are in use, the contractor shall ensure that the manhole covers are opened and are ventilated at-least for an hour before the workers are allowed to get into the manholes and the manholes so opened shall be condoned of with suitable railing and provided with warning signals or boards to prevent accident to the public.

(f) The contractor shall not employ man below the age of 18 years and women on the work of painting with products containing lead in any form Whenever man above the age 18 years are employed for the work of lead painting, the following precautions should be taken.

(1) No paint contained lead or lead products should be used except in the form of Paste or readymade paint.

(2) Suitable face masks should be supplied for the use of workers when paint is applied in the form of spray or a surface having lead paint dry rubbed and scraped .

(3) Overall shall be supplied by the contractors to the workman and adequate Facilities shall be provided to enable the working painters to wash during the process of work.

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

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

(1) (a) Those shall be in good mechanical condition of sound materials and adequate strength and free from patent defect and shall be kept in good working order.

(b) Every rope used in hoisting or lowering materials or as a means of suspension shall be of durable quality, adequate strength and free from patent defect.

(2) Every crane driver or hoisting appliance operator shall be properly qualified and no person under an age of 21 years should be in charge of any hoisting machine including any scaffold, or give signals to the operators.

(3) In case of every hoisting machine and of every chain ring hood shackle swivel and pulley block used in hoisting or lowering or as means of suspension of the safe working loads shall be ascertained by adequate means of Every hoisting machine and all gear referred to above shall be plainly marked with the safe working load in case of hoisting machine having a variable safe working load or the conditions under which it is applicable shall be clearly indicated. No part of any machine or any gear referred to above in the paragraph shall be loaded beyond the safe working load except for the purpose of testing.

(4) In case of department machines the safe working load shall be notified by the Electrical Engineer-in-charge. As regards contractor's machine the contractor shall notify the safe working loads of machine to Engineer-in-charge. Whenever he brings any machinery to site of the work he should get it verified by the Electrical Engineer concerned.

xi) Gearing, Transmission, Electric wiring and other dangerous parts of hoisting appliance shall be provided with efficient safeguard. Hoisting appliance should be provided with such means as will reduce to minimum risk of accident independent of the load. Adequate precaution should be taken to reduce to the minimum risk of any part of suspended load becoming accidentally displaced. When workers employed on electrical installation which are already energized insulating mats wearing apparel such as Gloves, Sleeves and boots as may be necessary should be provided. The workers should not wear any ring, watch & carry key or other materials which are good conductor of electricity.

xii) All scaffolds, ladders and other safety devices mentioned or described herein shall be maintained in safe condition and no scaffold, ladder or equipment shall be altered or removed while it is used. Adequate washing facilities shall be provided at or near place of work.

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

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

xv) Notwithstanding to above clause from (i) to (xiv) there is nothing in those to exempt the contractor from the operations of any other Act or Rule in force in Republic of India.

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CERTIFICATE

TENDER NO.SECL:GM(HSD):GM(O)/ 8687-8739 Date: 06/03/2010
(Only for tenderer using downloaded tender document from Website)

We undertake that the tender submitted by, is downloaded from SECL website (www.secl.nic.in) and is same in content and form (verbatim), and any deviation, if detected, at any state, would entitle SECL to reject our bidding/offer without assigning any reason or recourse to any penal action and would be legally binding on us.

Signature: (Of tenderer) _____

Seal: _____

BILL OF QUANTITY

SUB : Please see the TENDER NO.SECL:GM(HSD):GM(O) 8687-8739 Date: 06/03/2010

Name and signature of tenderer: _____

Adress: _____

**South Eastern Coalfields Limited
Office of the General Manager-Hasdeo Area
PO: South Jhagrakhand Colliery, Distt : Korea (CG) 497448**

PART-II

(Price Bid)

Name of Work :- Construction of 15 (Fifteen) no. isolation stopping by bricks for straightening of haulage road way and sealing of the distt. in 10 B seam of of Rajnagar R.O. Colliery.

2. Place of Work : Rajnagar RO Colliery , Hasdeo Area

3. Tender Notice No. & Dated : TENDER.NO. SECL:GM (HSD) :GM(O)/8687-8739
Date : 06/03/2010

4. Approved for sale :

TO

**GENERAL MANAGER (O)
S.E.C.L., HASDEO AREA**

ESTIMATE / BILL OF QUANTITY FOR

Name of Work :- Construction of 15 (Fifteen) no. isolation stopping by bricks for straightening of haulage road way and sealing of the distt. in 10 B seam of of Rajnagar R.O. Colliery .

ABSTRACT OF UPDATED ESTIMATED COST:--

Particulars of Item	Quantity	Rate	Amount
(A) Labour cost (as per CGM SOR 98) +111%			Rs.271641.56

(B) Material cost

Brick	132054Nos.	Rs. 975/1000	Rs 128752.65/-
Sand	85 cu.M	Rs127/cu.m	Rs 10795/-
Cement	398 bags	Rs 240/ bags	Rs 95520/-
Lime	166 Kg.	Rs. 5.00 /Kg.	Rs. 830 /-

Total Estimated Cost (A + B) = Rs 507539.21/-

- Note:--
- (1). If quoted rate below more than 20% of the updated cost then difference of cost will be deposited by the tenderer before commencement of work as special performance security in addition to other condition in NIT i.e. updated cost (--) Updated rate.
 - (2). Tenderers are requested to quote _____% below or above on estimated cost.

Signature of Contractor

Name : _____

Address _____



SOUTH EASTERN COALFIELDS LIMITED
OFFICE OF THE GENERAL MANAGER, HASDEO AREA
PO : SOUTH JHAGRAKHAND COLLIERY
DISTRICT : KOREA (CHHATISGARH), PIN CODE : 497 448

PART - II
(PRICE -BID)

TENDER NO.SECL:GM(HSD):GM(O)/ 8687-8739

Date :- 06/03/2010

INSTRUCTION TO BIDDERS FOR QUOTING THE RATES

1. Rates are to be quoted in words as well as in figures
2. It is to be noted that whether type written or hand written, the correction should be avoided.

Corrections where unavoidable, shall be made by crossing out & re-writing, attested with full signature and date by the tenderer. Erasing or overwriting in the tender documents may disqualify the tender.
