

**URANIUM CORPORATION OF INDIA LIMITED**

**(A GOVT. OF INDIA ENTERPRISE )**

**P.O. – JADUGUDA MINES ,DT. SINGHBHUM(E)**

**JHARKHAND – 832 102**

**NOTICE INVITING TENDER No. JAD/CIV -141**

**I T E M R A T E T E N D E R**

**F O R**

**Roof Grading of Jharia Magazine**

1. Tenders to be deposited in the office of General Manager (Pers.), Jaduguda at 15.00 hours on **28.10.2015**.

Tenders shall be opened in presence of Tenderers who may like to Present at 15.30 hrs. on **28.10.2015** at Jaduguda.

- N.B.:** 1) Conditional tender will be summarily rejected without prejudice so tenderers are advise to quote the price as per N.I.T conditions only.
- 2) All Administrative/ Local problems will be sorted out by the Contractor independently

Issued to : \_\_\_\_\_  
(Name of Contractor / Tenderer )

Signature of officer Issuing the Tender Documents:\_\_\_\_\_

Designation: \_\_\_\_\_ Date :\_\_\_\_\_

Cash Memo / Receipt No. :\_\_\_\_\_

**URANIUM CORPORATION OF INDIA LIMITED**

**JADUGUDA MINES**

**N.I.T.No. : JAD/CIV –141**

**Roof Grading of Jharia Magazine**

**SPECIAL INSTRUCTIONS TO THE TENDERERS**

One set of Schedule of Quantities are enclosed herewith and tenderers are requested to submit in Triplicate (Filled in Original along with Two Xerox copies of the same) and Tender document in a sealed envelope super scribing N.I.T No. : JAD/CIV-141 Name of work, Name of Tenderer and date of opening of Tender as advertised / notified.

The sealed envelop containing E.M.D. document and the envelop as described above should be kept / put in side a main cover envelope with proper superscription/ mentioned of N.I.T.No. : JAD/CIV- 141 due date of opening, name of work and address of the tenderer on the envelop / cover.

All the pages of Tender document should be duly signed along with seal of the Tenderer without which Tenders are likely to be rejected.

- N.B.: 1) Conditional tender may disqualify so tenderers are advise to quote the price as per N.I.T. No. JAD/CIV-141 condition only.
- 2) All Administrative/ Local problems will be sorted out by the Contractor independently.

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URANIUM CORPORATION OF INDIA LTD.

( A Govt. of India Enterprises)

P.O. : Jaduguda Mines,

Website : [www.ucil.gov.in](http://www.ucil.gov.in)

Dt. : E.ast Singhbhum, Jharkhand,

PIN : 832 102

Phone No : 0657- 2730122/ 2730222

FAX No. : 0657-2730322

CIN: U 12000 JH 1967 GOI 000806

Ref. No. : UCIL/CE (M)/11/2015/206

Date: 07.10.2015

**N.I.T. No. : JAD/ CIV-141**

Sealed item rate tenders are invited (Schedule of quantity in triplicate) i.e. one original plus two photo copies of the same from contractors.

Name of work	<b>Roof Grading of Jharia Magazine</b>
Estimated value of work	<b>2,14,180.00</b>
Period of Contract	<b>06 ( Six ) Months</b>
Cost of tender document	<b>Rs.350.00</b>
EMD to be deposited with tender	<b>Rs.4300.00</b>
Date for submission of tender documents	<b>28-10-2015 at 3.00 PM</b>
Date and time of opening of tender	<b>28-10-2015 at 3.30 PM</b>

This NIT and Tender document can be downloaded from our website: [www.ucil.gov.in](http://www.ucil.gov.in) . The down loaded Tender Document shall be accepted and the cost of Tender shall be paid by the tenderers in form of demand draft drawn on SBI, Jaduguda in favour of Uranium Corporation of India Limited, Jaduguda. The same draft shall be submitted along with the Tender. Fax or e-mail tenders will not be entertained.

Sealed Tenders will be received at the office of G. M. ( Pers ) IRs , Jaduguda till stipulated date and time and will be opened on that mentioned date and time at Jaduguda by Chairman and Managing Director or his representative in presence of tenderers who may like to be present. The successful tenderer shall have to comply with provision of EPF & MP Act, 1952 and rules framed there under if applicable to him. All other legal and statutory requirement to be fulfilled by the contractor.

The Corporation reserves the right to accept or reject or cancel any or all tender either in full or part there of or to split-up the work , if necessary without assigning any reasons whatsoever.

For CHAIRMAN & MANAGING DIRECTOR  
URANIUM CORPORATION OF INDIA LTD.

**Distribution :**

G.M.( Mines) / G.M.( Pers.) IRs / Company Secretary / Mine Manager (Bhatin)/ Dy.Manager (P) Mines / Administration (G) / T.O.(Bhatin)/ T.O.(Mines) / T.O.(Mill) / New A .D .Building / Old A.D. Building / Civil Office( Mill) / Site Office(Mill )/Civil Office, NWP / Estate Office (Jad) / T.O. ( Bagjata) / T.O. (Narwapahar) / T.O. ( Turamdih) / T.O. (Mohuldih)

## CONDITIONS OF TENDERING

### 1.00.00 PREPARATION OF TENDER

#### 1.01.00 TENDERER TO STUDY

1.01.01 Before submission of the tender the Tenderers are requested to make themselves fully conversant with the Conditions of Tendering. General Conditions, Special Conditions, Site conditions, Specifications, Schedules, drawings and all other relevant information so that no ambiguity may arise in these respects subsequent to the submission of the tender.

1.01.02 It shall be the responsibility of the Tenderer to request for any missing document. In absence of any such request the Tenderer will be deemed to have received and read all documents.

1.01.03 The tenderer shall submit his tender strictly in accordance with the tender specification and terms and conditions laid down in the tender document.

Should there be any discrepancy in. Or any doubt, or obscurity, to the meaning of any of the clauses of the tender document, or as to anything to be done or not to be done by the accepted Tenderer or as to these instructions observed by the intending Tenderer. The Tenderer must set forth in strictly such discrepancy, doubt or obscurity, and submit the same in duplicate to the purchaser (Attn: the Officer of the Purchaser issuing the NIT) so as to reach them two days in advance before date of tender opening mentioned in the NIT for such purpose. The elucidation given by the purchaser shall be final and binding on the Tenderers.

1.01.04 By submitting a tender for the work & Tenderer will be deemed to have satisfied himself by actual inspection of the site and locality of the work, if so required and that the rates quoted by him in the tender will be adequate to complete the work in all respects according to the specifications, and other conditions and that he has taken into account all conditions and difficulties that may be encountered during its progress whether or not expressly provided in the tender document but necessary for the completion and maintenance of this work to the entire satisfaction of the Engineer.

1.01.05 Tenders must be submitted on the attached prescribed forms and / or copies thereof. The schedules shall be filled in, item by item, in accordance with the instructions and notes supplementary thereto.

1.01.06 The tender shall contain firm price for the work.

#### 1.02.00 LANGUAGE

English shall be the ruling language. All tenders, drawings, technical data, document and / or correspondences shall be in English.

#### 1.03.00 CANVASSING PROHIBITED

Canvassing in any form is strictly prohibited and any Tenderer found to have resorted to canvassing shall be liable to have his tender rejected summarily.

1.04.0 MISINFORMATION If the Tenderer deliberately gives wrong information in his tender to create circumstances for the acceptance of his tender, the purchaser reserves the right to reject such tender.

#### 1.05.0 DOCUMENTS NOT TRANSFERABLE

Tender documents are not transferable. Transfer of tender documents, purchased by the tenderer to another is not permitted and tender submitted on the tender document, purchased by any other party, shall be rejected.

#### 1.06.0 NOT MORE THAN ONE TENDER

Not more than one tender for a work shall be submitted by one contractor of one firm of contractors.

1.07.0 **TENDER DOCUMENT PROPERTY OF THE PURCHASER.**

Tender document in which tender is submitted by a Tenderer shall become the property of the purchaser and the purchaser shall have no obligation to return the same to the Tenderer.

1.08.0 **TENDERER TO BEAR EXPENSES**

The purchaser shall not be liable for any expenses whatsoever incurred by the Tenderer in the preparation of the tender whether his tender is accepted or not even if the purchaser opts for complete withdrawal of invitation of Tender.

2.01.0 **SUBMISSION OF TENDER**

Tenders to be in two parts and Technical part shall be open on date to specified in NIT.

2.01.01 List of documents to be submitted duly signed by tendered with the seal of the firm / agency Tenderer's covering letter.

- (a) Document showing deposit of Earnest Money in original in a separate sealed cover attached with cover / envelop of technical part.
- (b) Signed NIT tender documents in original which comprise of the below.
  - Notice inviting Tender
  - General information
  - Forms
  - Conditions of Tendering
  - Special conditions of contract
  - Technical Specifications
  - Safety of contractor's Employees
  - Drawings and documents enclosed with the specifications.

**©Tenderer has to be submitted** Other documents, if any required along with the tender in accordance with Technical specifications. Special conditions and General Conditions of NIT Tender Documents.

2.01.02 All the pages of Tender document has to be signed with seal of the Firm / Agency by the tenderer as a token of acceptance of the same without which tenders are likely to be rejected.

**2.02.0 TENDERS TO BE UNAMBIGUOUS**

No alteration in the form of the tender or in the amount or any addition in the form of special stipulation will be permitted. If corrections be needed while filling in the tender, the same shall be made by the Tenderer with his dated signature. Tender which is incomplete, obscure or irregular or only for a part of the package / schedule is liable to rejection.

Contd...3/-

**2.04.0 TENDERER'S IDENTITY**

The tender shall contain the name, residence and place of business of person or persons submitting the tender.

**2.05.0 AUTHORIZATION**

In the event of the tender being submitted by a firm, it must be signed by each partner thereof, and in the event of the absence of any partner, it shall be signed on his behalf by a person holding a power of Attorney authorizing him to do so, certified copy of which shall be enclosed.

Tenders submitted on behalf of companies registered under the Indian Companies Act, for the time being in force, shall be signed by persons duly authorized to submit the tender on behalf of the company and shall be accompanied by certified copies of the resolutions, extracts of articles of association, Special or general power of Attorney and other information to show clearly the title. Authority and designation of persons signing the tender on behalf of the company.

In the event of the tender being submitted by Indian agent on behalf of his foreign principal, in addition to above document. The letter of agreement of authorisation clearly indicating the status extent and validity of authorization from foreign principal shall be submitted along with the tender. A confirmation in the form of division of responsibility covering the various activities required to be under taken for execution of the contract shall be enclosed.

**2.06.0 DELIVERY OF TENDER**

The completed tender with all its accompaniments as per clause 2,01,02 and 2.01.03 shall be deposited in the tender box kept at the office of General Manager (Per.) IRs , UCIL, Jaduguda.

2.06.01 Personal delivery is recommended.

**3.00.0 QUALIFICATION OF TENDERERS**

a. As stipulated in the N.I.T. No.JAD/CIV-141 dt. 07.10.2015

contd.4/-

4.00.00 VALIDITY OF TENDER

The tender submitted shall be deemed to constitute an agreement between the tenderer and the purchaser whereby such tender shall remain open for acceptance by the purchaser for a period of six (6) months from the date the tenders are opened, during which period the tenderer shall not withdraw his offer or amend, impair or derogate therefrom, If the tender submitted does not contain all the relevant information of needs clarification on the information furnished and the tenderer is requested to supplement the information or submit clarification. The aforesaid validity period of six months shall be deemed to commence from the date of receipt of the information and clarification called for. Every tenderer is therefore requested to furnish all the relevant information to make the tender complete.

Every Tenderer shall be deemed to have agreed as aforesaid in consideration of the tender being considered by the purchaser in terms hereof, provided the same has been duly submitted and found to be in order. If the tenderer be notified in writing at the address given in the tender within the said period of six (6) months that his tender has been accepted. He shall be bound by the terms of agreement constituted by his tender and such acceptance thereof by the purchasers until a written contract has been executed in place of such agreement. The tenderer whose tender has been accepted and so notified shall become the "Successful Tenderer"

- 4.00.01 Insurance:**-- The contractor shall ensure & maintain insurance against his liability for accident or injury to workmen or machineries used for the work and shall submit two copies of the policy & receipts of premiums paid or satisfactory evidence of insurance coverage at their own cost valid for whole working / contract period at a time for all the persons to be engaged to the Engineer In-charge, UCIL before the commencement of work. Contractor shall also submit the proof of renewal of the same policy at least two days before the expiry date of the previous policy to the Engineer In-charge- UCIL. The contractor will not be allowed to carry out any activity without necessary insurance coverage (mentioning working height depend upon the job requirements and as per insurance rules) of their persons. Insurance policy shall also indemnify UCIL against any claim raised by the injured / affected workmen or his family.

5.00.0 EARNEST MONEY

- 5.01.0 Earnest money as per notice Inviting tender shall be deposited unless otherwise instructed to the contrary in the following ways and must accompany the tender document without which the tender will not be considered at all.

**Acceptable mode of payment of Earnest Money Deposit :**

Requisite amount of E.M.D. should be submitted in the form of Deposit at Call or TDR or Fixed Deposit issued by SBI, Jaduguda / Hartopa or Punjab National Bank, Jamshedpur or from any Nationalised Bank of scheduled Banks duly pledged in favor of Uranium Corporation of India Ltd. Payable at SBI Jaduguda / Hartopa. E.M.D. amount may also be submitted by demand draft/ Bank Draft payable at SBI Jaduguda. Or Punjab National Bank, Jamshedpur if so desired by the tenderer.

Note: No cheque in any form will be accepted as E.M.D. No interest will be paid on EMD or any other guarantee.

- 5.02.0 Uranium Corporation of India Ltd. Will return the Earnest Money without any interest to unsuccessful tenderer on production by the tenderer of a certificate from G. M.(Mines) /Mines Manager Jaduguda./Chief Supdt.(Civil).
- 5.03.0 Upon acceptance of the tender, Earnest Money shall be treated as part of the Security deposit. Failure of successful tenderer to carryout the tender work shall entail forfeiture of E.M.D. & Security Deposit entirely.
- 5.04.0 The tenderer shall submit the tender which satisfied each and every condition laid down in the notice, failing which the tender will be liable to be rejected.

5.05.0 The Corporation reserve to themselves the right of accepting the whole or any part of the tender and tenderer shall be bound to perform the same at quoted rates.

5.06.0 Service Tax or any other Tax, duties and Royalties etc in respect of this contract, if any shall be payable by the contractor and the corporation will not entertain any claim whatsoever in this respect, if applicable.

5.07.00 **AWARD OF CONTRACT**

The acceptance of tender and award of contract to one or more than one tenderer, if considered necessary, rests with the purchaser. It shall not be obligatory on the part of the purchaser to accept the lowest tenderer. The purchaser would be at liberty to accept any tender, lowest or otherwise, in whole or in part and to reject any or all the tenders received, without assigning any reasons, and no explanation can be demanded of this by any tenderer in respect thereto.

7.00.0 **FOREIGN EXCHANGE**

Unless otherwise provided in the special conditions. The tenderer shall obtain all import permit or licenses and arrange for all foreign exchanges required for any part of the plant or works.

8.00.0 **TIME FOR COMPLETION**

The time of completion for this work shall be as per notice attached which shall be reckoned as stipulated in L.O.I. / work order. The work shall be considered completed only if the Engineer has issued a certificate to that effect.

9.00.0 **OPENING OF TENDER**

Tenders along with document of E.M. deposit will be opened at the place notified on the appointed date and time in presence of tenderer's authorised representative who are present. Not more than two (2) representatives of each tenderer shall be permitted to attend the opening of the tenders.

If the tenders can not be opened on the notified date and time as per tender notice, due to natural calamity, civil commotion. Floods, strikes or any other unavoidable circumstances, this will be opened without any intimation on a subsequent date which shall be notified to the tenderer by the corporation.

10.00.0 The tenderer (Whether his tender is accepted or not) shall treat the details of the tender specifications and other documents attached thereto, as private and confidential. The tenderer shall take necessary steps to ensure that all persons employed in any work in connection with his tender have noticed that the Indian Atomic Energy Act 1962 (X X X I I I of 1962) applied to them and shall continue so to apply even after award of the contract (Whether his tender is accepted or not).

11.00.0 **DRAWINGS :**

Each Tenderer shall forward in connection with his tender. Drawings (a complete set of each copy of drawing) and drawings shall be duly marked so as to connect them with the tender to the satisfaction of the purchaser and shall be deposited by the Tenderer with his tender. All drawings forwarded as part of the Tender whether so required by any reference in specifications or not shall remain property of the purchaser.

**XXXXXXXXXXXXXX**

# F O R M            O F            T E N D E R

To  
The Chairman & Managing Director  
M/s. Uranium Corporation of India Ltd.  
P.O. Jaduguda Mines  
Dist. Singhbhum (East)  
Jharkhand – 832 102

NIT No. JAD/CIV- 141 dt. 07.10.2015

Name of Work: - **Roof Grading of Jharia Magazine**

Dear Sir,

With reference to the tender invited by you for \_\_\_\_\_ I/We have examined special conditions and General Conditions, Articles of Agreement, Tender Notice, Specifications and Schedule of Quantities for the above work. I/We hereby offer to execute the whole of the said works in conformity with the same Special Conditions, Articles of Agreement, General Conditions Tender Notice, Specifications and Schedule of Quantities for the sum of Rs. \_\_\_\_\_ at the respective rates mentioned in the Schedule of Quantities.

I/We undertake to complete and deliver the whole lot comprised in the contract

Within \_\_\_\_\_ calendar months from the date of commencement of work.

I/We have deposited as Earnest Money a sum of Rs. \_\_\_\_\_ With \_\_\_\_\_

\_\_\_\_\_ which amount is not to bear any interest and I/We do hereby agree that this sum shall be forfeited by me/us if the event of the Uranium Corporation of India Limited accepting my/our tender I/We fail to execute the Contract when called upon to do so.

I/We hereby agree that unless and until a formal agreement is prepared and executed in accordance with the Articles of Agreement, this tender together with your written letter of acceptance thereof, shall constitute a binding contract between us.

I/We understand that you are not bound to accept the lowest or any tender you may receive.

Yours faithfully,

Signature: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Name of Partners of the Firm:

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

4. \_\_\_\_\_

ARTICLE OF AGREEMENT

ARTICLE OF AGREEMENT made at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ between (hereinafter referred to as the Corporation which expression shall include its successors and assigns) of \_\_\_\_\_ the \_\_\_\_\_ one \_\_\_\_\_ part \_\_\_\_\_ and Messrs. \_\_\_\_\_ (hereinafter referred to the other part of WHEREAS THE Corporation is desirous that certain works should be constructed viz. \_\_\_\_\_ and has accepted a Tender by the Contractor for the construction, completion and maintenance of such works.

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NOW THIS AGREEMENT WITNESSETH as follows :

1. In this Agreement words and expression shall have the same meanings as are respectively assigned to them in the General Conditions and Special conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz :
  - (a) Tender Notice No. \_\_\_\_\_ Dated \_\_\_\_\_
  - (b) The Drawings
  - (c) The Tender
  - (d) The General Conditions of Contract
  - (e) The Specifications
  - (f) The Special Conditions
  - (g) The Schedule of Quantities
  - (h) Design Data and Technical Specifications (if any)
  - (i) General Information and Guidance for Tenderers
  - (j) Any other document specifically mentioned herein as forming a part of the Agreement.
3. In consideration of the payments to be made by the Corporation to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Corporation to construct, complete and maintain the works in conformity in all respects with the provisions of the contract.
4. The Corporation hereby covenants to pay to the Contractor in consideration of the construction, completion and maintenance of the works the contract price at the times and in the manner, prescribed by the Contract.
5. The several parts of this contract have been read to us and fully understood by us.

AS WITNESS OUR hand this \_\_\_\_\_ day of \_\_\_\_\_

Signed by the said

\_\_\_\_\_

\_\_\_\_\_

URANIUM CORPORATION OF INDIA LIMITED

in the presence of

\_\_\_\_\_

Signed by the said

\_\_\_\_\_

CONTRACTOR

in the presence of

URANIUM CORPORATION OF INDIA LIMITED  
(A Government of India Enterprise)  
P.O.- JADUGUDA MINES – 832 102  
DIST. SINGHBHUM (EAST) –JHARKHAND

INTERPRETATION AND DEFINITIONS

**Singular and Plural**

Where the context so requires, words importing the singular only also include the plural and vice versa.

**Headings and Marginal Notes to Conditions**

Headings and marginal notes to these General Conditions shall not be deemed to form part thereof or be taken into consideration in the interpretation or construction thereof or of the contract.

**Definitions**

- 3 Office at Jaduguda Mines, post office and Town – Jaduguda Mines- 832 102, in the State of Jharkhand and includes a duly authorised representative of the Corporation or any other person empowered in this behalf by the Corporation to discharge all or any of its functions.
- (b) The ‘Accepting Authority’ shall mean the authority mentioned in Schedule ‘F’.
- (c) The ‘Contract’ shall mean the notice inviting the tender, the tender and acceptance thereof and the formal agreement, if any, executed between the Corporation and the contractor together with the documents referred to therein including these Conditions with appendices and any special conditions, the specifications, Designs, drawings, schedule of Quantities with rates and amounts and schedule of Rates. All these documents taken together shall be deemed to form one contract and shall be complementary to one another
- (d) The ‘Contractor’ Shall mean the individual or firm or company whether incorporated or not , undertaking the works and shall include legal representatives of such individual or persons composing such firm or company as the case may be and permitted assigns of such individual or firm or company .
- (e) The ‘Contract Sum’ shall mean :
- (i) in the case of Lump Sum Contracts the sum for which the tender is accepted
  - (ii) in the case of percentage Rate Contracts the estimated value of the works as mentioned in the tender adjusted by the Contractor’s percentage:
  - (iii) In the case of item Rate contracts the cost of the work arrived at after multiplying of the quantities shown in Schedule of Quantities by the Item Rate quoted by the tenderer or as finally accepted for the various items.
- (f) A ‘Day’ shall mean a day of 24 hours from midnight to midnight irrespective of the number of hours worked in that day.  
‘Engineer-in-charge’ shall mean the Engineering Officer appointed by the undertaking or his duly authorised representative who shall direct, supervise and be-in charge of the works for purpose of this contract.

Contd.....2/-

- (g) 'Excepted Risks' are risks due to riots (otherwise than among Contractor's Employees) and civil commotion (in so far as both these are uninsurable), war (whether declared or not), invasion, act of foreign enemies, hostilities, civil war, rebellion, revolution, insurrection, damage from aircraft, acts of God, such as earthquake, lightning and unprecedented floods and other causes over which the Contractor has no control and accepted as such by the Accepting Authority.
- (h) 'Market Rate' shall be the rate as decided by the Engineer-in-charge on the basis of the cost of materials and labour at the site where the work is to be executed, plus the percentage mentioned in schedule 'RF' to cover all over-heads and profit.
- (i) Schedule (S) referred to in these conditions shall mean the relevant Schedule(s) annexed to the tender papers issued by the Corporation or the standard Schedule of rates prescribed by the Corporation and the amendment there to issued from time to time.
- (j) The 'Site' shall mean the lands and/or other places on, under in or through which the work is to be executed under the Contract including any the lands of places which may be allotted by the Corporation's or used for the purposes of the contract.
- (k) 'Temporary Works' shall mean all temporary works of every kind required in or about the execution, completion maintenance of the works.
- (l) 'Urgent Works' shall mean any urgent measures which, in the opinion of the Engineer-in-charge, become necessary during the progress of the works to obviate any risk of accident or failure of which become necessary for security.
- (m) A 'Week' shall mean seven days without regard to the number of hours worked any day in that week.
- (n) The 'Work' shall mean the works to be executed in accordance with the Contract or part (s) thereof as the case may be and shall include all extra or additional, altered or substituted works or temporary and urgent works as required for performance of the contract.

### **SCOPE AND PERFORMANCE**

#### **Contract Documents**

- 4. The Contractor shall be furnished, free of charge, two certified true copy of the contract Documents except standard Specification and the Schedule of Rate and of all further drawings which may be issued during the progress of the works. He shall keep one copy of these Documents on the Site in good order and the same shall at all reasonable times be available for inspection and use by the Engineer-in-charge, his representative or by other inspecting Officer.
- 4.1 None of these documents shall be used by the Contractor for any purpose other than that of this contract.
- 4.2 The Contractor shall take necessary steps to ensure that all persons employed on any work in connection with Contract have noticed that the Indian Official Secret Act 1923 (XIX of 1923) applied to them and shall continue so to apply even after the execution of such works under the contract.

#### **Work to be carried out**

- 5. The work to be carried out under the Contract shall except as otherwise provided in these conditions, include all labour, materials, tools, equipment and transport which may be required in preparation of and for and in the full and entire execution and completion of the works. The description given in the Schedule of Quantities shall, unless otherwise stated, be held to include waste on materials, carriage and cartage, carrying in return of empties, hoisting, setting, fitting and fixing in position and all other labour necessary in and for the full and entire execution and completion as aforesaid in accordance with good practice and recognised principles.

Contd....3/-

## **Inspection of Site**

6. The Contractor shall inspect and examine the site and its surrounding and shall satisfy Him self before submitting his tender as to the nature of the ground and sub-soil (so far as is practicable), the form and nature of the site, the quantities and nature of work and materials necessary for the completion of the works and the means of access to the Site, the accommodation he may require availability of labour, water, electric power and in general shall himself obtain all necessary information as to risks, contingencies and other circumstances which influence or affect his tender. No extra charges consequent on any misunderstanding or otherwise shall be allowed.

## **7. Sufficiency of Tender**

Description of item in the schedule of Quantities is brief and therefore, shall be read in conjunction with the relevant drawings and specifications and the Contractor's rate shall be deemed to be for such complete work unless otherwise specified by the Contractor while tendering. No claim whatsoever shall be entertained by the Corporation on account of insufficiency of any rate as quoted in the Schedule of Quantities and Rates. The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender of the works and of the rates and prices quoted in the Schedule of Quantities, which rates and prices shall, except as otherwise provided, cover all his obligations under the contract and all matters and things necessary for the proper completion, maintenance of the works and shall also cover the cost of necessary protection, including labour, materials and equipment to ensure safety and protection against all risks, accidents compensation for injury to life and damage to property if any caused by the Contractor's operations connected with the work. The rates shall be firm and shall not be subject to change due to variations during the entire period of execution of the work in cost of materials, labour conditions or any other conditions whatsoever. The rates quoted by the tenderer shall be inclusive of all taxes, duties and other statutory levies.

## **Discrepancies and Adjustment of Errors**

8. The Several documents forming the Contract are to be taken as mutually Explanatory of one another, detailed drawings being followed in performance to small scale drawings and figured dimensions in preference to scale and Special Conditions in preference to General Conditions.

8.1 If there are varying or conflicting provisions made in any one document forming part of the Contract, the Accepting Authority shall be the deciding authority with regard to the intention of the document.

8.2 Any error in description, quantity or rate in Schedule of Quantities or any omission therefrom shall not vitiate the Contract or release the Contractor from the Execution of the whole or any part of the works comprised therein according to drawings and specifications or from any of his obligations under Contract.

8.3 If on check there are found to be differences between the rates given by the Contractor in words and figures or in the amount worked out by him in the Schedule of Quantities and General Summary, the same shall be adjusted in accordance with the following rules :-

(a) In the event of a discrepancy between description in words and figures quoted by a tenderer, the description in words shall prevail.

(b) In the event of an error occurring in the amount column of schedule of Quantities as a result of wrong extension of the unit rate and quantity the unit rate shall be regarded as firm and extension shall be amended on the basis of the rate.

Contd...4/-

- (c) All errors in totaling in the amount column and carrying forward totals shall be corrected.
- (d) The totals of various sections of schedule of Quantities emended shall carried over to the General summary and the tendered sum amended accordingly. The tendered sum so altered shall, for the purpose of the tender, be substituted for sum originally tendered and considered for acceptance instead of the original sum quoted by the tenderer. Any rounding off of totals in various sections of Schedule of Quantities or in General summary by the tenderer, shall be ignored.
- (e) In case of Lump Sum contracts based on Bills of Quantities (quantities not shown as provisional) should any error in quantities or any omissions of items be discovered, the cumulative effect of which varies Rs. 20,000/-, whichever is less, than the errors shall be rectified and the rectification dealt with as for deviations/ variations under conditions 10 and 11 hereof, and the value thereof shall be added or deducted from the Contract Sum, as the case may be; provided that there shall be no rectification of any errors, omissions, or wrong estimates in the prices insert by the contractor in the bill of Quantities.

**Security deposit**

- 9. The Contractor shall permit the Corporation at the time or making any payment to him for work done under the Contract to deduct such sums as will along with the amount of the Earnest Money already deposited amount to 10% on the gross amount of bill till the sums and deducted amount to the figure shown in 9 ( c )of Schedule-F.
  - (a) All compensation or other sums of money payable by the contractor under the Terms of this Contract or any other contract or any other account whatsoever maybe deducted from or paid by the sale of sufficient part of his security deposit or from the interest arising therefrom or from any sums which may be due or become due to the Contractor by the Corporation on any account whatsoever and in the event of his security deposit being reduced by reason o any such deduction or sale as aforesaid the Contractor shall within fourteen days of receipt of notice of demand from the Engineer-in-charge make good the deficit.
  - (b) **Refund of Security Deposit:** One half of the Security Deposit refundable to the Contractor worked out on the basis of the value of work completed shall be refunded to the Contractor on the Engineer-in-charge certifying in writing that the work has been Completed as per Condition 31 hereof etc.
  - (c) On expiry of the Defects liability period (referred to in Condition 33 hereof) or on Payment of the amount of the final Bill payable in accordance with Condition 49,whichever is later, the Engineer-in-0charge shall, on demand from the Contractor refund to him the remaining portion of the Security Deposit provided the Engineer-in-charge is satisfied that there is no demand outstanding against the Contractor.

10. **Deviation/Variation Extent & Pricing.**

The engineer-in-charge shall have power (I) to make alteration in omissions from, addition to, or substitutions for the original specifications, drawings, designs and instructions that may appear to him to be necessary or advisable during the progress of the work, and (ii) to omit a part of the works in case of non-availability of a portion of the site or for any other reasons, and the Contractor shall be bound to carry out the works in accordance with any instructions given to him in writing signed by the Engineer-in-charge and such alterations, omissions, additions or substitution shall form part o the contract as if originally provided therein and any altered, additional or substituted work which the contractor may be directed to do in the manner above specified as part of the works, shall be carried out by the contractor on the same conditions in all respects including price on which agreed to do the main works, shall be carried out by the contractor on the same conditions in all respects including price on which agreed to do the main work except as hereinafter provided. No work which radically changes the original nature o the Contractor changes the original nature o the Contract, he shall nevertheless carry it out and the disagreement as to the nature of the work and the rate to be paid therefor shall be resolved in accordance with Condition 52.

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10.1 The time or completion of the works shall, in the event of any deviations resulting in additional cost over the Contract sum being ordered, be extended as follows as requested by the Contractor.

- (a) in the proportion which the additional cost of the altered, additional or substituted work, bears to the original Contract Sum; pls.
- (b) 25% of the time calculated in (a) above or such further additional time as may be considered reasonable by the Engineer-in-charge.

Rates of such additional altered or substituted work shall be determined by the Engineer-in-charge as follows :-

- (i) If the rate for additional, altered or substituted item of work is specified in the Schedule of Quantities, the Contractor shall carry out the additional, altered or substituted item at the same rate. In the case of composite tenders; where two or more Schedules of Quantities may form part of the contract, the applicable rate shall be taken from the Schedule of Quantities of that particular part in which the deviation is involved, failing that at the lowest applicable rate or the same item of work in the other Schedules of Quantities.
- (ii) If the rate for any altered, additional or substituted item or work is not specified in the Schedule of Quantities, the rate for that item shall be derived from the rate of the nearest similar item specified therein. In case of composite tenders where two or more schedule of quantities form part of the contract, the rate shall be derived of quantities from part of the contract, the rate shall be derived from the nearest similar item in other Schedule of Quantities.
- (iii) If the rate for any additional, altered or substituted item of work cannot be determined in the manner specified in sub-para (i) and (ii) above, then such item of work shall be carried out at the rate entered in the C.P.W.D. Schedule of Rates current rate then, plus/minus the percentage by which the tendered amount of the work actually awarded is higher or lower than the estimated amount of the works actually awarded. (Applicable to Measurement Contracts based on item rates or Lump-sum contracts based on Bills of quantities or percentage Rate Contracts).
- (iv) If the rate for any altered, additional or substituted item of work cannot be determined in the manner specified in sub-Para (i) to (iii) above, the Contractor shall, within 14 days of the date of receipt of the order to carry out the said work, inform the Engineer-in-charge of the rate which he proposed to claim for such item of work, supported by analysis of the rate claimed, and the Engineer-in-charge shall, within three months thereafter, after giving due consideration to the rate claimed by the contractor, determine the rate on the basis of market rates (s). In the event of the contractor failing to inform the Engineer-in-charge within the stipulated period of time, the rate which he proposed to claim, the rate for such item shall be determined by the Engineer-in-charge on the basis of market rates (s). For this purpose the purchase voucher etc. will be produced by the contractor to the Engineer-in-charge.

### **Suspension of Works**

11. The Contractor shall on receipt of the order in writing off the Engineer-in-charge suspend the progress of the works or any part thereof for such time and in such manner as the Engineer-in-charge may consider necessary or any of the following reasons :-

- (i) on account of any default on part of the Contractor; or
- (ii) for proper execution of the works or part thereof for reasons other than the default of the contractor; or
- (iii) for safety of the work or part thereof

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### **Time and Extension for Delay**

12. The time allowed for execution of the works as specified in the Schedule 'F' or the extended time, in accordance with these Conditions shall be of the essence of the Contract. The execution of the works shall commence from the date of 15<sup>th</sup> day after the date on which the Engineer-in-charge issues written orders to commence the work or from the date of handing over the site whichever is later. If the Contractor commits default in commencing the execution of the work as aforesaid, Corporation shall without prejudice to any other right or remedy be at liberty to forfeit the Earnest Money/Security Deposit absolutely.
13. As soon as possible after the contract is concluded the Engineer-in-charge and the contractor shall agree upon a Time and Progress Chart contractor shall agree upon a Time and Progress Chart, The chart shall be prepared in direct relation to the time stated in the contract documents for completion of item of the work. It shall indicate the forecast of the dates of commencement and completion of various trades or section of the work and may be amended as necessary by agreement between the Engineer-in-charge and the Contractor within the limitation of time imposed in the Contract documents, and further ensure good progress during the execution of the work, the contractor shall in all cases in which the time allowed for any work exceeds one month (save for special jobs complete 1/8<sup>th</sup> of the whole of the work before 1/4<sup>th</sup> of the whole time allowed in the contract has elapsed : 3/8<sup>th</sup> of work before one half of such time has elapsed and 3/4<sup>th</sup> before 3/4<sup>th</sup> of such time has elapsed.
- 13.2 If the works be delayed by
  - (a) force major, or
  - (b) Abnormally bad weather, or
  - (c) serious loss or damage by fire, or
  - (d) civil commotion, local combination of workmen, strike or lockout, affecting any of the trades employed on the work, or
  - (e) Delay on the part of other Contractors tradesman engaged by corporation in executing work not forming part of the Contractor
  - (f) Non-availability
  - (g) Non-availability or break-down of Tools and plant to be supplied or supply Corporation, or
  - (h) Any other cause which in the absolute discretion of the Corporation, is beyond the Contractor's control.

Then upon the happening of any such event causing delay, the contractor shall immediately give notice thereof in writing to the Engineer-in-charge but shall nevertheless use contently his best endeavors to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the Engineer-in-charge to proceed with the work.

- 13.3 Request for extension of time, to be eligible for consideration, shall be made by the contractor in writing within fourteen days of the happening of the event causing delay. The Contractor may also, if practicable, indicate in such request the period for which extension is desired.
  - 13.3.1 In any such case the Corporation may give a fair and reasonable extension of time for completion of the work. Such extension shall be communicated to the contractor by the Engineer-in-charge in writing, within 3 months of the date of receipt of such request by the Engineer-in-charge

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14. 13.3.1 In any such case the Corporation may give a fair and reasonable extension of time for completion of the work. Such extension shall be communicated to the contractor by the Engineer-in-charge in writing, within 3 months of the date of receipt of such request by the Engineer-in-charge. The Contractor shall arrange at his own expenses all tools, plant and equipment (hereinafter referred to as T & P) required for execution of the work.
- 14.1 If the Contractor requires any item of T & P on hire from the Corporation, the Corporation will, if such item is available and the same can be spared, hire it to the contractor at a rate to be fixed by the Engineer-in-charge.
- 14.2 The period of hire will be reckoned from the commencement of the day of issue upto the end of the day of the day of return (including all recognized holidays) irrespective of the actual hour of issue and return. The Contractor will be exempt from heavy of any changes for the number of days he is called upon in writing by the Engineer-in-charge to suspend execution of the work, provided Corporation's T & P question has, in fact, remained idle with the Contractor because of the suspension, provided the contractor, in case the period of suspension exceeds 11 days, returns Corporation's T & P to the place from where it was issued.
- 14.3 The contractor shall be responsible for care and custody of corporation's T & P (including employment of chowkidar's) during the period Corporation's T & P remain with him and any damage (fair wear and tear excepted) to any of the equipment shall be made good at the contractor's expense to the satisfaction of Engineer-in-charge unless such damage is caused because of negligence of crew provided by the corporation.
- 14.4 The corporation give no guarantee in respect of output of his T & P hired to the Contractor and no reduction in rates or any corporation shall be allowed on the ground that out turn of performance of Corporation's T & P was not the contractor's expectation.
- 14.5 Corporation's T & P hired to the contractor shall be returned at the place of issue (unless otherwise directed) by the contractor to the Engineer-in-charge on completion of the work or section of the work or earlier on termination of the hire by the Corporation shall be entitled to terminate the hire on two days notice without assigning any reason whatsoever and the contractor shall have no claim to any payment of compensation or otherwise whatsoever on account of termination of hire of corporation's T & P by the Corporation. In such an event, however, a reasonable extension of time shall be given by the Engineer-in-charge.
- 14.6 A Log Book for recording hours during which every item of Corporation's T & P issued to the contractor has worked each day shall be maintained by the member of the crew in-charge

## **MATERIALS**

- 15(a) The contractor shall at his own expense, provide all materials required for the works other than those which are to be supplied by the corporation.
- 15(a)1 All materials to be provided by the contractor shall be in conformity with the specifications laid down in the relevant Indian standard and the Contractor shall, if requested by the Engineer-in-charge furnish proof, to the satisfaction of the Engineer-in-charge, that the materials so comply

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charge samples of materials proposed to be used in the works. The Engineer-in-charge shall within seven days of supply of samples or within such further period as he may require and intimate to the Contractor in writing, inform the Contractor whether samples are approved by him or not, If sample are not approved, the Contractor shall forthwith arrange to supply to the Engineer-in-charge for his approval fresh samples complying with the specifications laid down in the Contract.

- 15(a)3 The Engineer-in-charge shall have full powers to require removal of any or all of the materials brought to site by the Contractor which are not in accordance with the contract specifications or do not conform in character or quality to samples approved by him. In case of default on the part of the Contractor in removing rejected materials the Engineer-in-charge shall be at liberty to have them removed by other means. The Engineer-in-charge shall have full powers to procure other proper materials to be substituted for rejected materials and in the event of the Contractor refusing to comply, he may cause the same to be supplied by other means. All costs, which may attend upon such removal and/or substitution shall be borne by the Contractor.
- 15(a)4 The Contractor shall indemnify the Corporation servant or employee of the Corporation against any action, claim, or proceeding relating to infringement or use of any patent or design or any alleged patent or design or any alleged patent or design rights and shall pay any royalties or other harges which may be payable in respect of any article or material or part thereof included in the Contract. In the event of any claim being made or action being brought against Corporation in respect of any such matters as aforesaid, the Contractor shall immediately be notified thereof Provided that such indemnify shall not apply when such infringement has taken place in complying with the specific directions issued by the Corporation but the contractor shall pay any royalties or other charges payable in respect of any such use, the amount so paid being reimbursed to the contractor only if the use was the result of any drawing and /or specification issued after submission of the tender.
- 15(a)5 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 Corporation) shall be borne by the contractor.
- 15(a)6 The Engineer-in-charge shall be entitled to have tests carried out for any materials supplied by the Contractor other than these for which satisfactory proof has already been furnished, at the cost of the Contractor and Contractor shall provide at his expense all facilities which the Engineer-in-charge may require for the purpose.
- Delay in Obtaining Materials by the Corporation.**
- 15(a)7 Materials to be supplied by the Corporation are shown in Schedule-B which also stipulates quantum, place of issue and rate(s) to be charged in respect thereof.
- 15(b)1 If after acceptance of the tender the Contractor desires the Corporation to supply any other materials, such materials may be supplied by the Corporation, if available at rates to be fixed by the Engineer-in-charge and on payment before the materials are issued to the contractor.
- 15(b)2 For the materials listed in Schedule-B which the Corporation has agreed to supply the contractor, he shall give a reasonable notice in writing to his requirements to the Engineer-in-charge in accordance with the agreed phased programmed. Such materials shall be set off or deducted, as and when materials are consumed in items of work for which payment is being made to the Contractor, from any sums then due or which payment is being made to the Contractor, from any sums then due or which may after become due or which may after become due to the contractor, under the Contract. At the time of submission of bills the contractor shall properly account for the materials issued to him to the satisfaction of the Engineer-in-charge, certify that balance of materials supplied is available at site.

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- 15(b)3 The contractor shall bear the cost of loading, transporting to site, unloading, storing under cover as required, assembling and joining the several parts together as necessary incorporating of fixing materials in the works including all preparatory work of whatsoever description as may be required.
- 15(b)4 All materials issued to the Contractor by the Corporation for incorporation or fixing in the works (including preparatory work) shall on completion or on foreclosure of the work be returned by the contractor at his expense, at the place of issue, after making due allowance for actual consumption reasonable wear and tear and/ or waste. If the contractor is require to deliver such materials at a place other than the place of issue, he shall do so and the transportation charges from the site to such place, less the transportation charges which would have been incurred by the Contractor had such materials been delivered at the place of issue, shall be borne by the Corporation.
- 15(b)5 Surplus materials returned by the contractor shall be credited to him by the Engineer-in-charge at rates not exceeding these at which these were originally issued to him after taking into consideration any deterioration or damage which may have been caused to the said materials list in the custody of the Contractor.
- 15(b)6 If on completion of works the contractor fails to return surplus materials out of these supplied by the corporation then in addition to any other liability which the Contractor would incur the Engineer-in-charge may, by a written notice to the Contractor require him to pay within a fortnight of receipt of the notice, for such unreturned surplus materials at double the issue rate.
- 15(b)7 Owing to difficulty in obtaining certain controlled and other materials in the market, the Corporation has undertaken to supply them as specified in Schedule-B. There may be delay in obtaining these materials by the Corporation and the Contractor is therefore, required to keep himself in touch with the day to day position regarding the supply of materials from the Engineer-in-charge and to so adjust the progress of the work that their labour may not remain idle in obtaining the materials. It should be clearly understood that no claim whatsoever shall be entertained by the corporation on account of delay in supplying materials.

#### **GENETRAL**

- 15(c) Materials required for the works, whether brought by the contractor or supplied by the corporation, shall be stored by the contractor only at place approved by the Engineer-in-charge storage and safe custody of materials shall be the responsibility of the contractor.
- 15(c)1 Corporation's official concerned with the Contract shall be entitled at any time to inspect and examine any materials intended to be used in or on the works, either on the site or at factory or work shop or other place(s) where such materials are assembled fabricated manufactured obtained and the contractor shall give such facilities as may be required for such inspection and examination.
- 15(c)2 Materials supplied by the Corporation and brought to the site by the contractor shall not be removed of the site without the prior written approval of the Engineer-in-charge. But whenever the works are finally completed, the contractor shall at his own expense forthwith return to the all surplus materials originally supplied to him as per stipulation in the contract.

#### **LABOUR**

- 16 The contractor shall employ labour in sufficient number to maintain the required rate or progress and of quality to ensure workmanship of the degree specified in the contract and to the satisfaction of the Engineer-in-charge . The contractor shall not employ in connection with the works any person who has not completed his eighteen years of age.

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- 16.1 The contractor shall furnish to the Engineer-in-charge at the intervals mentioned in Schedule – F a distribution return of the number and description by trades of the work people employed on the works. The contractor shall also submission the 4<sup>th</sup> and 19<sup>th</sup> of every month to the Engineer-in-charge a true statement showing in respect of the second half of the preceding, month and the first half of the current month (i) the accident that occurred during the said fortnight showing the circumstances and or which they happened and the extent of damages and injury caused by them and (ii) the number of female workers who have been allowed maternity Benefit as provided in the Maternity benefit Act'1961 or Rules made there under and the amount paid to them.
- 16.2.1. The contractor shall pay to labour employed by him wages not less than fair wages as defined in the contract labour (Regulation & Abolition) Act'1970 and Rules made there under.
- 16.3. The contractor shall in respect of labour employed by him comply with or cause to be complied with the contract labour (Regulation & Abolition) Act'1970, and Rules made there under in regard to all matters provided therein.
- 16.4. The contractor shall comply with the provisions of the payment of wages Act, 1938, workmen's Compensation Act'1923, Industrial dispute Act'1947, Maternity Benefit Act' 1961 and Mines Act'1952, E.P.F. & M.P.Act'1952 or any other law relating their to and rules made there\
- 16.4(a) The contractor shall be liable to pay his contribution to the Employees State Insurance scheme in respect of all labour employed by him for the execution of the contract, in accordance with the provision of “ the employees state Insurance Act'1945” as amended from time to time and as applicable in this case. In case the contractor fails to submit full details of his account of labour employed and the contribution payable, the Engineer-in-charge shall recover from the running bills of contractor an amount of contribution as assessed by him.  
The amount so recovered shall be adjusted against the actual contribution payable under Employees State Insurance Scheme.
- 16.5. The Engineer-in-charge shall on a report having been made by an Inspecting staff as defined under the contract labour (Regulation & Abolition) Act'1970 and Rules made thereunder have to power to deduct the moneys due to the contractor any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfillment of the conditions of the contract for the benefit of workers, non-payment of wages or of deductions made from his or their wages which are not justified by the terms of the contract or nonobservance of the said Act.
- 16.6. The contractor shall indemnify the Corporation against any payment to be made under and for observance of the Contract Labour (Regulation & Abolition) Act'1970 and Rules made thereunder without prejudice to his right to claim indemnity from his sub-contractors.
- 16.7. In the event of the contractor committing a default or breach of any of the provisions of aforesaid Acts and rules made thereunder/amended from time to time or furnishing any information or submitting or filling any from/Register/Slip under the provisions of the law which is materially incorrect, them on the report of Inspecting Officer, the contractor shall without prejudice pay to the corporation a sum not exceeding liabilities for such defaults including liquidated damages etc, for every default, breach of furnishing, making submitting, filling materially incorrect statement as may be fixed by the labour department and the contractor should indemnify the Corporation against all such liabilities.

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### 16.1.1 **Model Rules for Labour Welfare**

The contractor shall at his own expense comply with or cause to be complied with Model Rules for labour welfare as provided under the rules framed by the appropriate Government from time to time for the protection of health and for making sanitary arrangements for workers employed directly or indirectly on the works. In case the contractor fails to make arrangements as aforesaid the Engineer-in-charge shall be entitled to do so and recover the cost thereof from the contractor.

Failure to comply with model rules for labour welfare, Safety code or the provisions relating to report on accidents and to grant maternity benefits to female workers shall make the contractor liable to pay to the corporation as liquidated damages an amount not exceeding Rs. 50.00 for each default or materially incorrect statement. The decision of the Engineer-in-charge in such matters based on reports from the Inspecting Officer shall be final and binding and deductions for recovery of such liquidated damages may be made from any amount payable to the contractor.

17. The Contractor shall not be permitted to enter an (other than for inspection purpose) or take possession of the site until instructed to do so by the Engineer-in-charge in writing. The portion of the site to be occupied by the Contractor shall be indicated by the Engineer-in-charge at site and the contractor shall on no account be allowed to extend his operations beyond these areas.

In respect of any land allotted to the contractor for purposes of or in connection with the contract, the contractor shall be a licensee subject to the following and such other terms and conditions as may be imposed by the licensor :-

- (i) that he shall pay a nominal license fee of Re. 1 per year or part of a year for use and occupation, in respect of each and every separate area of land allotted to him;
- (ii) that such use or occupation shall not confer any right of tenancy of the land to the contractor;
- (iii) that the contractor shall be liable to vacate the land on demand by the Engineer-in-charge;
- (iv) that the contractor shall have no right to any construction over this land without the written permission of the engineer-in-charge. In case he is allowed to construct any structure he shall have to demolish and clear the same before handing over the completed work unless agreed to the contrary.

- 17.1. The Contractor shall provide, if necessary or if required on the site, all temporary access, there to and shall alter, adapt and maintain the same as required from time to time and shall take up and clear them away as and when no longer required and as and when ordered by the engineer-in-charge and make good all damage done to the site.

### **Setting out the works**

17. The Engineer-in-charge shall supply dimensioned drawings, levels and other information necessary to enable the Contractor to set out the works. The Contractor shall provide all labour and setting out the works and be responsible for the accuracy of the same. He shall amend at his own cost and to the satisfaction of the Engineer-in-charge any error found at any stage which may arise through inaccurate setting out unless such error is based on incorrect data furnished in writing by the Engineer-in-charge, in which case the cost of rectification shall be borne by the Corporation. The contractor shall protect and preserve all bench marks used in setting out the works till end of the Defect Liability period unless the Engineer-in-charge directs their earlier removal.

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**Site Drainage.**

19. All water which may accumulate on the site during the progress of the works or in trenches and excavation, shall be removed from the site to the satisfaction of the Engineer-in-charge and the Contractor's expense.

**Nuisance**

20. The Contractor shall not at any time do, cause or permit any nuisance on the site or do anything which shall cause unnecessary disturbance or inconvenience to owner, tenants or the Corporation and shall be disposed of as the Engineer-in-charge.

**Materials obtained from Excavation**

21. Materials of any kind obtained from excavation on the site shall remain the property of the Corporation and shall be disposed of as the Engineer-in-charge may direct.

**Treasure Trove, Fossils Etc.**

22. All fossils, coins, articles of value or antiquity and structures and other remains or things of geological or archaeological interest discovered on the site shall be the absolute property of the Corporation and the Contractor shall take reasonable precautions to prevent his workmen or any other person from removing or damaging any such article or thing and shall immediately open discovery thereof and before removal acquaint the Engineer-in-charge and obtain his directions as to the disposal of the same at the expense of the Corporation.

**Protection of Trees.**

23. Tree designated by the Engineer-in-charge shall be protected from damage during the course of the works and earth level within one meter of each such tree shall not be changed. Where necessary, such trees shall be protected by providing temporary fencing.

**Watching and lighting**

24. The Contractor shall provide and maintain at his own expense all lights, guards, fencing and watching when and where necessary or required by the Engineer-in-charge for the protection of the works or for the safety and convenience of those employed on the public.

**Contractor's Supervision – site Supervision Staff**

25. The contractor shall engage and keep at site, qualified technical staff/Engineer with necessary supporting supervisory staff of sufficient experience of all types of works covered by this contract and they should have all necessary authority to receive materials from the Corporation, issue valid receipt for the same, engage labour etc. and proceed with the work as required for speedy execution of the work.

**Inspection and Approval**

26. All works embracing more than one process shall be subject to examination and approval at each stage thereof and the Contractor shall give due notice to the Engineer-in-charge or his authorized representative when each stage is ready. In default of such notice, the Engineer-in-charge shall be entitled to appraise the quality and extent thereof.

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- 26.1. No work shall be covered up or put out of view without the approval of the Engineer-in-charge or his authorized representative and the Contractor shall afford full opportunity for examination and measurement of any work which is about to be covered up or put out of view and for examination foundations before permanent work is place thereon. The contractor shall give the notice to the Engineer-in-charge or his authorized representative whenever any such work for foundation is ready for examination and the Engineer-in-charge or his representative shall without unreasonable delay, unless the considered it unnecessary and advices the contractor accordingly, attend for the purpose of examining and measuring such work or of examining such foundations. In the event of the failure of the contractor, such work shall be uncovered at the contractor's expense for examination by the Engineer-in-charge.
- 26.2. Corporation officers concerned with the Contract shall have powers at any time to inspect and examine any part of the works and the contractor shall give such facilities as may be required for such inspection and examination.

**Duties and Powers of Engineer-in-Charge's Representative.**

27. The duties of the Representative of the Engineer-in-charge, are to watch and supervise the works and to test and examine any materials to be used or workmanship employed in connection with works. He shall have no authority to order any work involving any extra payment by the Corporation nor to make any variation in the works.
- 27.1. The Engineer-in-charge may from time to time in writing delegate to his representative any of the powers and authorities vested in the Engineer-in-charge and shall furnish to the contractor copy of all such written delegation of powers and authorities. Any written instruction or written approval given by the Representative of the Engineer-in-charge to the contractor within the terms of such delegation shall bind the contractor and the corporation as though it had been given by the Engineer-in-charge.
- 27.2. Failure of the Representative of the Engineer-in-charge to disapprove any work or materials shall not prejudice the power of the Engineer-in-charge there after to disapprove such work or materials and to order the pulling down, removal or breaking up thereof.
- 27.3. If the contractor shall be dis-satisfied with any decision of the Representative of the Engineer-in-charge he shall be entitled to refer matter to the Engineer-in-charge who shall thereupon confirm, reverse or very such decision.

**Removal of workmen.**

28. The contractor shall employ in and about the execution of the works only such persons as are skilled and experienced in their several trades and Engineer-in-charge shall be at liberty to object to and require the Contractor to remove from the works any person employed by the contractor, in or about the execution of the work who in the opinion of the Engineer-in-charge misconducts himself or incompetent or negligent in the proper performance of his duties and such person shall not he again employed upon the works without permission of the Engineer-in-charge.

**Uncovering and Making Good**

29. The Contractor shall uncover any part of the works and / or make opening in or through the same as the Engineer-in-charge may from time to time direct for his verification and shall reinstate and make good such part to the satisfaction of the Engineer-in-charge. If any such part has been covered up or put out view after being approved by the Engineer-in-charge and subsequently found on uncovering to be executed n accordance with the contract, the expenses of uncovering and / or making openings in or through reinstating and making good the same shall be borne by the corporation. In any other case all such expenses shall be borne by the contractor.

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### **Working during Night or on Sundays and Holidays.**

30. Subject to any provisions to the contrary contained in the contract, one of the permanent works shall be carried out during night or on Sundays or on authorized holidays without the permission in writing of the Engineer-in-charge except when the work is unavoidable or absolutely necessary for the safety of life, property or works in which case the contractor shall immediately advise the Engineer-in-charge accordingly

### **Completion Certificate.**

- 31.1.1. As soon as the work is completed, the contractor shall give notice of such completion the Engineer-in-charge and within ten days of receipt of such notice the Engineer-in-charge shall inspect the work and shall furnish the contractor with a certificate of completion indicating (a) the date of completion, (b) defects to be rectified by the contractor and /or (c) items for which payment shall be made at reduced rates. When separate periods of completion have been specified for items or groups or items, the Engineer-in-charge shall issue separate completion certificate for such items or groups of items. No certificate of completion shall be issued, nor shall have removed from the premises on which the work has been executed all scaffolding, sheds and surplus materials except such as are required for rectification of defects, rubbish and all huts and sanitary arrangements required for his workmen on the site in connection with the execution of the work, as shall have been erected by the contractor or the workmen and cleared all dirt from all parts of building(s) in, upon or about which work has been executed or which he may have had possession for the purpose of the execution thereof and cleaned floors, gutters and drains, cased doors and sashes, oiled locks and fastenings leveled keys clearly and handed them over to the Engineer-in-charge. If the Contractor shall fail to comply with any of the requirements of this conditions as aforesaid on or before the date of completion of the works, the Engineer-in-charge may at the expense of the contractor fulfill such requirements and dispose of the scaffolding, surplus materials except for any sum actually realized by the sale thereof loss the cost of fulfilling the requirements and any other amount that may be due from the contractor. If the expense of fulfilling such requirements is more than the amount realized on such disposal as aforesaid, the contractor shall forthwith on demand pay such excess.
- 31.2. If at any time before completion of the entire work, items of groups of items for which separate periods of completion have been specified, have been completed, the Engineer-in-charge with the consent of the contractor takes possession of any part or parts of the same (any such part being hereinafter in this conditions referred to as the relevant part) then not with standing anything expressed or implied elsewhere to this contract :-
- (a) Within ten days of the date of completion of such items or groups of items or of possession of the relevant part the Engineer-in-charge shall issue completion certificate for the relevant part as in Conditions 31(1) above provided the contractor fulfils his obligations under that Condition for the relevant part.
  - (b) The defects liability period in respect of such items and the relevant part shall be deemed to have commenced from the certified date of completion of such items or the relevant part as the case may be.
  - (c) The Contractor may reduce the value insured to extent of full value of the completed items or relevant part as estimated by the Engineer-in-charge for this purpose. This estimate shall be applicable for this purpose only and for no other.
  - (d) For the purposes of ascertaining compensation for delay in completion of the work relevant part will be deemed to form a separate item or group, with date of completion as given in the Contract or as extended under the relevant condition and actual date of completion as certified by the Engineer-in-charge under this condition.

Contd..15/-

### **Compensation for Delay**

32. If the Contractor fails to maintain the required progress in terms of the condition of this Contract or to complete the work and clear the site on or before the contract or extended date/period of completion, he shall, without prejudice to any other right or remedy of the Corporation on account of such breach, pay as agreed compensation amount calculated as stipulated below or such smaller amount as the contract value of the work for every week that the progress remains below that specified or that the work remain incomplete.

This will also apply to items or group of items for which separate period of completion has been specified .

For this purpose the terms 'Contract Value' shall be the value at contract rates of the works as ordered.

- (a) Completion period (as originally stipulated) :@ 1 per cent per week.  
Not exceeding 6 months.
  - (b) Completion period (as originally stipulated) :@ ½ per cent per week.  
Exceeding 6 months and not exceeding 2 years.
  - (c) Completion period (as originally stipulated) :@ ½ per cent per week.  
Exceeding 2 years.
- 32.1. Providing always that the total amount of compensation for delays to be paid under this condition shall not exceed the under noted percentage of the Contract Value of the item or group of items of work for which a separate period of completion is given.
- (a) Completion period (as originally stipulated) : 10 per cent.  
Not exceeding 6 months
  - (b) Completion period (as originally stipulated) : 7½ per cent.  
Exceeding 6 months and not exceeding 2 years.
  - (c) Completion period (as originally stipulated) : 5 per cent.  
Exceeding 2 years.
- 32.2. The amount of compensation may be adjusted or set of against any sum payable to the Contractor under this or any other contract with the Corporation.

### **Defects Liability Period**

33. The contractor shall be responsible to made good and remedy at his own expenses within such period as may be stipulated by the Engineer-in-charge any defect which may develop or may be noticed before the expiry of the period mentioned in Schedule – F hereto from the certified date of completion and intimation of which has been sent to the Contractor within seven days of the expiry of the said period by a letter sent by hand delivery or by registered post.

Contd..16/

34. From commencement to completion of the works, the Contractor shall take full responsibility for the care thereof and for taking precaution to prevent loss or damage and to minimize, loss or damage to greatest extent possible and shall be liable for any damage or loss that may happen to the works or any part thereof and all government T & P from any cause whatsoever (save and except the Excepted Risks) and shall at his own cost repair and make good the same so that at completion, the works and all Corporations T & P shall be in good order and conditions and in conformity in every respect with the requirements of the Contract and instructions of the Engineer-in-charge.
- 34.1. Provided always that the Contractor shall not be entitled to payment unless the Contractor shall insure the works (from commencement to Completion), the Corporation's T & P hired by the Contractor and all materials at site, to their full value (as to Corporation's T & P according to the value indicated in Schedule – C, against the risk of loss or damage from whatever cause arising other than the excepted risks. The said insurance shall be in the joint names of the Corporation and the Contractor. The Contractor shall deposit with the Engineer-in-charge the said policy or policies. All moneys payable by the insurers under such policy or policies shall be recovered by the Corporation and shall be paid to the Contractor in installments by the Engineer-in-charge for the purpose of rebuilding or replacement or repair of the works and/ or goods destroyed or damaged as the case may be. Provided however if the amount payable by the insurers in respect of any claim under such a policy is not in excess of the amount mentioned in Schedule –F the same may be recovered by the Contractor directly from the insurers and shall be utilised by him for the purpose of re-building or replacement or repairs of the work and/or goods destroyed or damaged as the case may be.
- 34.2. If the Contractor has a blanket insurance policy for all his works and the policy covers all the items to be insured under this conditions, the said policy shall be assigned by the Contract in favor of the Corporation ; provided however if any amount is payable under the policy by the insurer in respect of works other than the work under this Contract the same may be recovered by the Contractor directly from the insurers.
- 34.3. Where the Corporation building or a part thereof is rented by the Contract he shall insure the entire building if the building or any part thereof is used by him for the purpose of storing or using materials of combustible nature, as to which the decision of the Engineer-in-charge shall be final and binding.
- 34.4. The Contractor shall indemnify and keep indemnified the Corporation against all losses and claims for injuries or damage to any person or any property whatsoever which may arise out of or in consequence of the construction and maintenance of works and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect of or in relation thereto PROVIDED always that nothing herein contained shall be deemed to render the Contractor liable for or in respect of or to indemnify, the Corporation against any compensation or damage caused by the Expected Risks.
- 34.5. The Contractor shall at all times indemnify the Corporation against all claims, damages, or compensation under the provisions of payment of Wages Act' 1936, Minimum Wages Act'1948, Employer's Liability Act'1938, the Workmen's Compensation Act'1923, Industrial Disputes Act'1947 and the Maternity Benefit Act'1961 E.P.F. & M.P.Act'1952 or any modifications thereof or any other persons in or about the works, whether in the employment of the Contractor or not, (save and except where such accident or injury has resulted from any act of the Corporation, its agents, or servants) and against all sum or sums which may with the consent of the Contractor be paid to compromise or compound any such claim. Without limiting his obligations and liabilities as above provided, the Contractor shall insure against all claims, damages or compensation payable under the Workmen's Compensation Act'1923 or any modification thereof or any other law relating thereof.

Contd..17/-

- 34.6. The aforesaid insurance policy/ policies shall provide that they shall not be cancelled till the Engineer-in-charge has agreed to their cancellation.
- 34.7. The Contractor shall prove to the Engineer-in-charge from time to time that he has taken out all the insurance policies referred to above and has paid the necessary premiums for keeping the policies alive till expiry of the Defect Liability period.
- 34.8. The Contractor shall ensure that similar insurance policies are taken out by his sub-contractors (if any) and shall be responsible for any claims or losses to the Corporation resulting from their failure to obtain adequate insurance protection in connection thereof. The Contractor shall produce or cause to be produced by his sub-contractors (if any) as the case may be, the relevant policy or policies and premium receipts as and when required by the Engineer-in-charge.
- 34.9. If the Contractor and/or his sub-contractor (if any) shall fail to effect and keep in force the insurance referred to above or any other insurance which he/they may be required to effect under the terms of the Contract, then and in any such case the Corporation may, without being bound to, effect and keep in force any such insurance and pay such premium or premium as may be necessary for that purpose and from time to time deduct the amount so paid by the Corporation from any money due or which may become due to the Contractor or recover the same as debt due from the Contractor.

#### **Facilities to other Contractors.**

35. The Contractor shall, in accordance with requirements of the Engineer-in-charge, afford all reasonable on separate contracts in connection with the works and for departmental labour and labour of any other properly authorized authority or statutory body which may be employed at the site on execution of any work not included in the Contract or of any Contract which the corporation may enter into in connection with or ancillary to the works.

#### **Notice of Local Bodies**

36. The Contractor shall comply with and give all notices required under any governmental authority, instrument, rule or order made under any Act of parliament, State Laws or any regulation or Bye-laws of any local authority relating to the works. He shall before making any variation from the contract drawings necessitated by such compliance give to the Engineer-in-charge a written notice giving reasons for the proposed variation and obtain the Engineer-in-charge's instructions thereon.
- 36.1. The contractor shall pay and indemnify the Corporation against any liability in respect of any fees or charges payable under any Act of parliament, State laws or any Government instrument, rule or order and any regulations or Bye-laws of any local authority in respect of the works.

#### **Sub-contracts.**

37. The Contractor shall not sublet any portion of the contract without the prior written approval of the Accepting Authority.

Contd..18/-

## **Instructions and Notices.**

38. Subject as otherwise provided in this contract, all notices to be given on behalf of the Corporation and all other actions to be taken on its behalf may be given or taken by the Engineer-in-charge or any officer for the time being entrusted with the functions, duties and powers of the Engineer-in-charge.
- 38.1. All instructions, notices and communications etc. under the contract shall be given in writing and if sent by registered post to the last known place of abode or business of the contractor shall be deemed to have been served on the date when in the ordinary course of post these would have been delivered to him.
- 38.2. The Contractor or his Agent shall be in attendance at the site sites during all working hours and shall superintend the execution of the works with such additional assistance in each trade as the Engineer-in-charge may consider necessary. Orders given to the contractor's Agent shall be considered to have the same force as if they had given to the Contractor himself.
- 38.3. The Engineer-in-charge shall communicate or confirm his instructions to the Contractor in respect of the execution of work in a works site order Book ' maintained in the office of the Engineer-in-charge and the Contractor or his authorized representative shall conform receipt of such instructions by signing the relevant entries in this book. If required by the Contractor, he shall be furnished a certified true copy of such instruction(s).
39. If at any time after acceptance of the tender the Corporation shall decide to abandon or reduce the scope of the works for any reason whatsoever and hence not require the whole or any part of the works to be carried out, the Engineer-in-charge shall give notice in writing to that effect to the Contractor and the Contractor shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derive in consequence of the foreclosure of the whole or part of the works.
- 39.1. The Contractor shall be paid at contract rates full amount for works executed at site and, in addition, a reasonable amount as certified by the Engineer-in-charge for the items hereunder mentioned which could not be utilized on the work to the full extent because of the foreclosure :
- (a) Any expenditure incurred on preliminary site work e.g., temporary access roads, temporary labour huts, staff quarters and site office storage accommodation and water storage tanks.
  - (b)(i) The Corporation shall have the option to take over Contractor's materials or any part thereof either brought to site or of which the Contractor is legally bound to accept delivery from suppliers (for incorporation in or incidental to the work), provided, however the Corporation
  - (b)(ii) For Contractor's materials not retained by the Corporation, reasonable cost of transporting such materials from site to Contractor's permanent stores or to his other works, whichever is less. If materials are not transported to either of the said places, no cost of transportation shall be payable.

Contd...19/-

- (c) If any materials supplied by the Corporation are tendered surplus, the same except normal stage shall be returned by the Contractor to the Corporation at rates not exceeding those at which these were originally issued less allowance for any deterioration or damage which may have been caused whilst the materials were in the custody of the Contractor. In addition, cost of transporting such materials from site to the Corporation Stores, if so required by the Corporation.
  - (d) Reasonable compensation for transfer of T & P from Site to Contractor's permanent stores or to his other works, whichever is less. If T & P are not transported to either of the said places, no cost of transportation shall be payable.
- 39.2. The Contractor shall if required by the Engineer-in-charge, furnish to him books of account, wage books, time sheets and other relevant documents as may be necessary to enable him to certify the reasonable amount payable under this condition.

### **Termination of Contract for Death**

40. If the Contractor is an individual or a proprietary concern and the individual or the proprietor dies and if the contractor is a partnership concern and one of the partners dies than unless the Accepting Authority is satisfied that the legal representatives of the individual Contractor or of the Proprietor of the proprietary concern and in the case of partnership, the surviving partners, are capable of carrying to cancel the Contract as to its in completed part without the Corporation being in any way liable to payment of any compensation to the estate of the deceased contractor and /or to the surviving partners of the Contractor's firm on account of the cancellation of the Contract. The decision of the Accepting Authority that the legal representatives of the deceased Contractor and complete the Contract shall be final and binding on the parties, In the event of such cancellation the Corporation shall not hold the estate of the deceased contractor and/or the surviving partners of the Contractor's firm liable in damages for not completing the Contract.

### **Cancellation of Contract in full or part.**

#### **41. If the Contractor :**

- (a) At any time makes default in proceeding with the works with due diligence and continued to do so after a notice in writing of 7 days from the Engineer-in-charge : or
- (b) Commits default in complying with any of the terms and condition of the Contract and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is given to him in that behalf by the Engineer-in-charge :: or
- (c) Ails to complete the works or items of work with individual dates of completion, and does not complete them within the period specified in a notice given in writing in that behalf by the Engineer-in-charge.
- (d) Commits default in unauthorized transfer/ removal from the work site of any material for which payment has been claimed or indulges in unauthorized transfer/removal of materials/Tools and plants issued by the Corporation for incorporation/use in the specific work without the written permission of Engineer-in-charge.
- (e) Shall offer or give or agree to give to any person in Corporation's service or to any other person on his behalf any gift or consideration of any kinds as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of this or any other contract for the Corporation; or

Contd..20/-

## **Cancellation of Contract in full or part.**

### **41. If the Contractor :**

- (f) At any time makes default in proceeding with the works with due diligence and continued to do so after a notice in writing of 7 days from the Engineer-in-charge : or
- (g) Commits default in complying with any of the terms and condition of the Contract and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is given to him in that behalf by the Engineer-in-charge :: or
- (h) Ails to complete the works or items of work with individual dates of completion, and does not complete them whiten the period specified in a notice given in writing in that behalf by the Engineer-in-charge.
- (i) Commits default in unauthorized transfer/ removal from the work site of any material for which payment has been claimed or indulges in unauthorized transfer/removal of materials/Tools and plants issued by the Corporation for incorporation/use in the specific work without the written permission of Engineer-in-charge.
- (j) Shall offer or give or agree to give to any person in Corporation's service or to any other person on his behalf any gift or consideration of any kinds as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of this or any other contract for the Corporation; or
- (k) Shall enter into a Contract with the Corporation in connection with which commission has been paid or agreed to be paid by him or to his knowledge unless the particulars of any such commission and the terms of payment thereof have previously been disclosed in writing to the Accepting Authority/Engineer-in-charge; or
- (l) Shall obtain a contract with the Corporation as a result offering tendering or by other non-bonafide methods of competitive tendering ; or
- (m) Being an individual, or if a firm, any partner thereof , shall at any time be adjudged insolvent or have a receivers order for administration of his estate made against him of shall take any proceedings for liquidation or composition (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) under any Insolvency Act for the time being in force for the sequestration of his estate or if a trust deed be executed by him for benefit of his or editor shall be given to the Contractor for the value of contractor's materials taken over and incorporated in the work, and use of tackle and machinery belonging the Contractor; or
- (n) Being a Corporation, shall pass a resolution or the Court shall make an order for the liquidation of its affairs, or a receiver or manager on behalf of the debenture holders shall be appointed or a circumstance shall arise which entitle the Court of debent debenture holders to appoint a receiver or manager ; or
- (o) Shall suffer an execution being levied on his goods and allow it to be continued for a period of 21 days ; or
- (p) Assigns, transfers, sublets (engagement of labour on a piece work basis or of labour with materials not to be incorporated in the work, shall not be deemed to be subletting) or attempts to assign, transfer or sublet the entire works or any portion thereof without the prior written approval of the Accepting Authority ;

The Accepting Authority may, without prejudice to any other right to remedy which shall have accrued or shall accrue thereafter to the Corporation by written notice cancel the Contract as a whole or only such items of work in default from the Contract.

Contd..21/-

- 41.1 The Accepting Authority shall on such cancellation have powers to :
- (a) take possession of the site and any materials, constructional plant, implements, stores, etc., thereon; and/or
  - (b) carry out the incomplete work by any means at the risk and cost of the Contractor.
- 41.2. On cancellation of the Contract in full or in part the Engineer-in-charge shall determine what amount, if any , is recoverable from the Contractor for completion of the works or part of the works or in case the woks or part the works is not be completed, the loss or damage suffered by the Corporation. In determining the amount , credit shall be given to the Contractor for the value of the work executed by him upto the time of cancellation, the value of contractors materials taken over and incorporated in the work, and use of tackle and machinery belonging to the Contractor.
- 41.3. Any excess expenditure incurred or to be incurred by the Corporation in completing the works or part of the works or the excess loss or damages suffered or may be suffered by the Corporation as aforesaid after allowing such credit shall be recovered from any money due to the Contractor on any account, and if such moneys are not sufficient the Contractor shall be called upon in writing to pay the same within 30 days.
- 41.4. If the Contractor shall fail to pay the required sum within the aforesaid period of 30 days, the Engineer-in-charge shall have the right to sell any or all of the Contractor's unused materials, constructional plant, implements, temporary buildings, etc. and apply the proceeds of sale thereof towards the satisfaction of any sums due from the Contractor under the Contract and if thereafter there by any balance outstanding from the Contractor, it shall be recovered in accordance with the provisions of the Contract.
- 41.5. Any sums in excess of the amounts due to the Corporation and unsold materials, constructional plant, etc. shall be returned to the Contractor, provided always that if cost or anticipated cost of completion by the corporation of the works is less than the amount which the Contractor would have been paid had he completed the works or part of the works, such benefit shall not accrue to the Contractor.

**Liability for Damage, Defects or Imperfections and Rectification thereof**

42. If the Contractor or his workman or employees shall injure or destroy any part of the building in which they may be working or any building, road, fence etc. contiguous to the premises on which the work or any part of it is being executed or if any damage shall happen to the work while in progress the Contractor shall upon receipt of a notice in writing in that behalf make the same good at his own expense. If it shall appear to the Engineer-in-charge or his Representative at any time during construction or reconstruction or prior to the expiration of the Defects Liability period, that any work has been executed with unsound, imperfect or unskillful workmanship or that any materials are of a quality inferior to that contracted for ; or otherwise not in accordance with the Contract, or that any defect, shrinkage or other fault have appeared in the work arising out of defective or improper materials or workmanship, the Contractor shall, upon receipt of a notice in writing in that behalf from the Engineer-in-charge, forthwith rectify or remove and reconstruct the work so specified in whole or in part, as the case may require or as own expense, notwithstanding that the same may have been to do so within the period to be specified by the Engineer-in-charge may rectify or remove and re-execute the work and/or remove and replace with others the materials or articles complained of, as the case may be, by other means at the risk and expense of the Contractor.

Contd..22/-

- 42.1. In case of repairs and maintenance works, splashes and dropping from white washing, painting, etc. shall be removed and surfaces cleaned simultaneously with completion of these items of work in individual rooms, quarters or premises, etc. where the work is done, without waiting for completion of all other items or work is done, without waiting for completion of all other items or work in the Contract. In case the Contractor fails to comply with the requirements of this Condition, the Engineer-in-charge shall have the right to get the work done by other means at the cost of the Contractor. Before taking such action, however, the Engineer-in-charge shall give three days notice in writing to the Contractor.

### **Urgent Works**

43. If any urgent work (in respect whereof the decision of the Engineer-in-charge shall be final and binding) becomes necessary and the contractor unable or unwilling at once to carry it out, the Engineer-in-charge may by his own or other work people, carry it out, the Engineer-in-charge may by his own or other work people, carry it out as he may consider necessary. If the Urgent work be such as the contractor is liable under the contract to carry out at his expense, all expenses incurred on it by the Corporation shall be recoverable from the Contractor and be adjusted or rest off against any sum payable to him.

### **Change in Constitution**

44. Where the Contractor partnership firm, prior approval in writing of the Accepting Authority shall be obtained before any change is made in the constitution of the firm. Where the Contractor is an individual or a Hindu Undivided Family business concern such approval as aforesaid shall likewise be obtained before the Contractor enters into any partnership agreement where under the partnership firm would have the right to carry out the work hereby undertaken by the Contractor. If prior approval as aforesaid is not obtained the contract shall be deemed to have been assigned in contravention of Condition 41(j) hereof and the same action may be taken and the same consequences shall ensue as provided for in the said condition 41.

### **Training of Apprentices**

45. The Contractor shall during the currency of the contract when called upon by the Engineer-in-charge engage and also ensure engagement by sub-contractors and others employed by the contractor in connection with the works, such number of apprentices in the categories mentioned in Schedule – F and for such periods as may be required by the Engineer-in-charge. The Contractor shall train them as required under the Apprentices Act, 1961 and shall be responsible for all obligations of the employer under the Act including the liability to make payment to apprentices as required under the Act.

## **V A L U A T I O N      A N D      P A Y M E N T**

### **Records and Measurement**

46. The Engineer-in-charge, shall except as otherwise stated ascertain and determine the value of the works done in accordance with the measurement recorded and the contracted rates for each such items of work.

Contd..23/-

- 46.1.1. All items having a financial value shall be entered in measurement Book, Level Book, etc. prescribed by the corporation so that a complete record is obtained of all work performed under the contract
- 46.2. Measurement shall be taken jointly by the Engineer-in-charge or his authorized representative and by the Contractor or his authorized representative.
- 46.3. Before taking measurements of any work, the Engineer-in-charge or the persons deputed by him or the purpose shall give a reasonable notice to the Contractor. If the Contractor fails to attend or send as authorized representative for measurement after such a notice or fails to countersign or to record the objection within a week from the date of measurement, then in any such event measurements taken to be correct measurements of the work.
- 46.4. The contractor shall, without extra charge, provide assistance with every appliance, labour and other things necessary for measurement.
- 46.5. Measurements shall be signed, and dated by both parties each day on the Site on completion of measurement. If the Contractor objects to any of the measurements recorded on behalf of the Corporation, a note to that effect shall be made in the measurement book against both parties engaged in taking the measurement.
- 46.6. Where mode of measurement is not otherwise specified, the measurement shall be taken at Site as per the latest I.S. Code of practice at the time of tendering.

### **Method of Measurement**

47. Except where any general or detailed description of the work in quantities expressly shows to the contrary, Schedule of Quantities shall be deemed to have been prepared and measurements shall be taken in accordance with the procedure set forth in the Schedule of Rates/ Specification notwithstanding any provision in the relevant Standard Method of Measurement or any general or local custom. In the case of items which are not covered by the Schedule of Rates/specification, measurements shall be taken in accordance with the relevant standard Method of Measurement issued by the Indian Standard Institution.

### **Payment of Account**

48. Interim bills shall be submitted by the Contractor at intervals mentioned Schedule – F on or before the date fixed by the engineer-in-charge for the work executed. The Engineer-in-charge shall then arrange to have the bill verified by taking or causing to be taken, where necessary, the requisite measurements of the work.
- 48.1. Payment on account for amount admissible shall be made on the Engineer-in-charge certifying the sum to which the Contractor is considered entitled by way of interim payment for all work executed, after deducting there from the accounts already paid, the security deposit and such other amounts as may be deductible or recoverable in terms of the Contract.

Conted..24/-

- 48.2. Any interim certificate given relating to work done or materials supplied may be modified or corrected by any subsequent interim certificate or by the final certificate. No certificate of the Engineer-in-charge supporting an interim payment shall of itself be conclusive evidence that any work or materials to which it relates is/are accordance with the contract.
- 48.3. Pending consideration of extension of date of completion interim payment shall continue to be made as herein provided.

**Time Limit for payment of final Bill**

49. The final bill shall be submitted by the Contractor within three months of physical completion of the works. No further claims shall be made by the Contractor after submission of the final bill and these shall be deemed to have been waived and extinguished. Payment of those items of the bill in respect of which there is no dispute and of items in dispute, for quantities and at rates as approved by Engineer-in-charge, shall be made within the period specified hereunder the period being reckoned from the date of receipt of the bill by the Engineer-in-charge.
- (a) Contract amount not exceeding Rs. 5 lakhs : Four months.
- (b) Contract amount exceeding Rs. 5 Lakhs : Six months
50. After payment of the amount of the final bill payable as aforesaid has been made, the Contractor may, if he so desires, reconsider his position in respect of the disputed portion of the final bill and if he fails to do so within 90 days his disputed claim shall be dealt with as provided in the Contract provided however no reimbursement or refund shall be made if the increase/decrease is not more than +10% of the said price, and if so the reimbursement or refund shall be made only on the excess over +10% provided that any increase will not be payable if such increase has become operative after the contract or extended date of completion of the works or items of work in question.

**Overpayments and Underpayments**

51. Whenever any claim for the payment of a sum of money to the Corporation arises out of or under this contract against the Contractor the same may be deducted by the Corporation from any sum then due or which at any time thereafter may become due to the Contractor under this contract and failing that under any other contract with the Corporation (which may be available with the Corporation) or from his security deposit ; or he shall pay the claim.
- 51.1. The Corporation reserves the right to carry out post payment audit and technical examination of the final bill including all supporting vouchers, abstracts, etc. The Corporation further reserve the right to enforce recovery of any over payment when detected, notwithstanding the fact that amount of the final bill may be included by one of the parties as an item of dispute before an arbitrator appointed under condition 52 of this contract and notwithstanding the fact that the amount of the final bill figures the arbitration award.
- 51.2. If as a result of such audit and technical examination any over payment discovered in respect of any work done by the Contractor alleged to have been done by him under the Contract, it shall be recovered by the Corporation from the Contractor by any or all of the methods prescribed above or if any underpayment is discovered , the amount shall be duly paid to the Contractor by the Corporation.

Contd..25/-

- 51.3. Provided that the aforesaid right of the Corporation to adjust overpayment against amounts due to the Contractor under any other Contract with the Corporation shall not extend beyond the period of two years from the date of payment of the final bill or in case the final bill is a Minus Bill, from the date the amount payable by the Contractor under the MINUS final bill is communicated to the Contractor.
- 51.4. Any amount due to the Contractor under this contract for underpayment may be adjusted against any amount then due or which may at any time thereafter become due before payment is made to the Contractor, from him to the Corporation on any other contract or account whatsoever.

## A R B I T R A T I O N            A N D            L A W

### Arbitration

52. Except where otherwise provided for in Contract all questions and dispute relating to the meaning of the specifications, designs, drawings and instructions herein before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim right, matter or thing whatsoever in any way arising out of or relating to the contract, designs, drawings specifications, estimates, instructions, orders or these conditions or otherwise concerning the works, or the execution or failure to execute the same whether arising during the progress of the work or after the completion or thereof shall be referred to the sole arbitration, or otherwise concerning the works, or the execution or failure to execute the same whether arising during the progress of the work or after the completion or abandonment thereof shall be referred to the sole arbitration of the Chairman and Managing Director of Uranium Corporation of India limited, Jaduguda and if the Chairman and Managing Director is unable or unwilling to act to the sole arbitration, of some other person appointed by the Chairman and Managing, willing to act as such arbitrator. There will be no objection if the arbitrator so appointed is an employee of Uranium Corporation of India Limited, Jaduguda and that he had to deal with the matters to which the Contract related and that in the course of his duties as such he had expressed views on all or any of the matters in dispute or difference. The arbitrator to whom the matter is originally referred being transferred or vacating his office or being unable to act for any reason, such Chairman and Managing Director as aforesaid at the time of transfer vacation of office of inability to act, shall appoint another person to act as arbitrator in accordance with the terms of the contract such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor. It is also a term of this contract that no person other than a person appointed by such Chairman and Managing Director, as aforesaid should act as arbitrator and if for any reason, that is not possible, the matter is not to be referred to arbitration at all. In all cases where the amount of the claim in dispute is Rs. 50,000/- (rupees Fifty thousand) and above, the arbitrator shall give reasons for the award.

Subject as aforesaid the provisions of the Arbitration Act, 1940 or any statutory modification or re-enactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause. It is a term of the contract that the Party involving arbitration under this clause together with the amount or amounts claimed in respect of each such dispute.

The arbitrator(s) may from time to time with consent of the parties enlarge the time, for making and publishing the award.

Conted..26/-

The work under the Contract shall, if reasonably possible, continue during the arbitration proceedings and no payment due or payable to the Contractor shall be withheld on account of such proceedings.

The arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties fixing the date of the first hearing.

The arbitrator shall give a separate award in respect of each dispute or difference referred to him.

The venue of Arbitrator shall be such place as may be fixed by the Arbitrator, in his sole discretion.

The award of the Arbitrator shall be final, conclusive and binding all parties to this contract.

### **LAWS GOVERNING THE CONTRACT**

53. This contract shall be governed by the Indian Laws for the time being in force and it shall be deemed to have been executed at Jaduguda, District Singhbhum (East), Jharkhand within the ordinary Civil Jurisdiction Jurisdiction of the Competent Courts in the District Singhbhum.

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**S C H E D U L E - B**

**MATERIALS FOR ISSUE TO THE CONTRACTORS**

Sl. No.	Particulars	Rate at which materials will be issued		Quantity	Place of Issue
		Unit/Per	Rate(Rs.)		
1	2	3	4	5	6
<p><b><u>No Materials will be issued free.</u></b></p>					

Signature of Contractor: \_\_\_\_\_

Date \_\_\_\_\_

Signature of Issuing officer \_\_\_\_\_

Date: \_\_\_\_\_

## S C H E D U L E - D

<b>Sl. No.</b>	<b>Category of Labour</b>	<b>Wage per day</b>	<b>Remarks</b>
1.	Unskilled/Semi Skilled/ Skilled Labour	Minimum wages to be paid as fixed by Asstt. Labour Commissioner (c) Chaibasa from time to time	Prevailing Daily wages Rate as on date for surface work or Under Ground work if applicable as per circular Notice by Asstt Labour Commissioner Chaibasa and Regional Provident fund Commissioner, Jamshedpur. However the contractor will have to pay the minimum wages with Employee provident fund as applicable during the period for execution of the work without any escalation.

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Signature of Contractor: \_\_\_\_\_

Date : \_\_\_\_\_

## S C H E D U L E – F

### REFERENCE TO GENERAL CONDITIONS OF CONTRACT

<u>Condition No.</u>			
3(b)	Accepting Authority	:	<b>Chairman &amp; Managing Director</b>
3(i)	Market Rate – Percentage addition to cover overhead and Profit.	:	Ten per cent.
9	Retention Money	:	10 (Ten) per cent.
12	Date of Commencement	:	<b><u>Within a week after handover the site.</u></b>
12	Date of Completion	:	<b><u>Six Months.</u></b> From the date of commencement.
31 & 9(d)	Installment after virtual completion.	:	<b><u>05 ( Five )</u></b> Per cent.
32.1	Agreed Liquidated Damage	:	Upto a maximum of 10 per cent of the contract sum.
34.2	Insurance	:	As directed.
48	On Account Payment	:	Monthly
51	Authority for appointing Arbitrator.	:	Chairman & Managing Director.

## SPECIAL CONDITIONS OF CONTRACT

1. **SITE INVESTIGATIONS** : The tenderers are advised to visit the site to acquaint themselves as to the nature and location of the work of the general and local conditions, particularly those bearing upon transportation, disposal, handling and storage of materials, availability of labour, water, electric power and road, as also uncertainties of weather or similar physical conditions of the site, the formation and conditions of the site, the formation and conditions of the ground, the character, quality and quantity of surface and sub-surface materials to be uncountered , including, sub-soil water levels, the character of equipment and facilities needed, preliminary to and during the progress of the work or the cost thereof under the contract.
2. **WATER** : Water will be supplied free of cost. Unauthorized or wasteful use of water by the contractor will not be permitted.
3. **STORES TO BE SUPPLIED** : The Contractor shall draw the materials as stipulated in the contract from time to time depending upon the requirement of the same at site of work. Drawl of materials, surplus in the requirements, is prohibited. If however, after the completion of the works surplus materials which are unused and perfectly in good condition and acceptable to the department are left with the Contractor, he should return these surplus acceptable materials to the departmental stores. For the materials thus returned, credit will be given by the department to the Contractor at the issue rated.  
It shall be the Contractor's responsibility to incorporate in the works including in the scope of the contract, all the materials issued to him. Any excess quantity of materials issued beyond their theoretical consumption including the permissible excess consumption to allow for wastage etc. will be charged for at double the respective issue rates.
4. Contractor must follow all By-laws safety measures and statutory requirement as applicable for underground works in the mine.
5. Contractor has to plan and arrange to deploy his workmen in general working shifts i.e. 7.00 A.M. to 12.00 noon. , and 2.00 P.M. to 5.00 P.M. so as to complete the work within stipulated time period. If required, the Contractor shall have to arrange for additional manpower and resources to take up the work as per actual requirement.
6. The Contractor must visit the site of work (after obtaining prior permission for visiting the Underground mine) to fully understand the nature and scope of work involved, before submitting his tender.

Contd..2/-

7. All tools, tackles, mixer machine, welding machine and vibrator etc. to be provided by contractor at the working site and contractor must ensure its proper use by the workmen engaged by him.
8. **GOVERNMENT LABOUR ACT**: The Contractor has to follow strictly the Government Labour Act, which are and will be in force during the period of execution to work. All necessary arrangements for Labour's Security, Insurance, will have to be made by the Contractor at his own cost.
9. **CONTRACT LABOUR ACT**: According to provision of Contract Labour (Regulation & Abolition) Act of 1970 and Contract Labour (Regulation & Abolition Central Rules, 1971 to obtain the licence from the Regional Labour Commissioner. In the event of the breach of the aforesaid condition, the contractor shall be open for action as deemed fit by the concerned labour authorities of the State/Central Government.

14. **SALES TAX/WORK TAX**:

Sales Tax / work tax as per rules shall be recovered at source on gross value of the work executed and balance amount on this account shall be deposited by the contractor directly to sales Tax authority.

15. **Technical specification**

I.S. /CPWD SPECIFICATION shall be followed for execution of the work.

16. **CONTRACTOR'S CAMP**

All departmental materials i.e. cement, steel etc. issued to the contractor must be stored in the go down to be constructed/arranged by the contractor at their own cost in suitable place at work site.

17. **CONTRACTOR'S SUPERINTENDENCE**

The contractor shall employ one or more competent and qualified technical persons and supervisor/s whose name/s shall have to be communicated in writing to the Engineer-in-charge by the contractor at the site of work during all working hours and any orders or instructions which the Engineer-in-charge/ Engineer's representative may give to the said representative of the contractor shall be deemed to have been given to the contractor.

18. All the work shall be executed as per existing site condition and no any extra claim shall be Entertained / paid by the corporation.

19. The offer must be valid for 06(Six) months from the date of tender opening, and no contractor shall be allowed to withdraw his/their offer within this period.

Contd...3/-

20. Labour license if require and workmen insurance coverage to be covered for necessary workmen shall be obtained for this work at his own cost by successful tenderer for the whole period of the contract and shall be furnished to the corporation before commencement of the work.
21. Quantity of any individual item may vary to any extent and be excluded altogether. Contractor will carry out all works upto a total variation of  $\pm 10\%$  (TEN) on the Contract price and all quoted rates shall remain firm within this limit.
22. Contractors shall strictly abide by the security rules and regulations enforced by the owner time to time.
23. The contractor shall provide proper identity cards, badges etc. to his employees wherever directed by the Engineer.
24. In case of payment of labourers engaged for this work has not been made on stipulated payment day. Corporation shall compel the contractor to stop the work besides taking other suitable steps to make the payment to the workers at risk and cost of the Contractor.
26. All the labour rules shall be followed strictly as per contract labour (Regulation & Abolition) Act, 1970 & EPF & MP Act, 1952. All registers, forms stipulated under Contract Labour Act should be maintained by the contractor and to be furnished to the Corporation before commencement of the work. In case of non-submission of above registers/forms to the corporation regularly. Contractor will not be allowed to continue to do the work.
27. Training for workers will be provided at Jaduguda Mine V.T.C. by the UCIL but at their own cost. No extra payment will be made for their training.
28. In case of stoppage of work by local people/Band or any other reasons, no idle charges will be paid by corporation towards labour, plant and Machinery etc. to the contractor for this work.
29. You should hand over the clear site to the Corporation after completion of job after removing all the surplus materials, spoils, debris etc. failing which Company have right to:
  - (a) Retain the final the final Bill till site clearance is completed, or
  - (b) Engage some other agency to carry out site clearance at your risk and cost.

30. You should hand over the clear site to the Corporation after completion of job after Removing all the surplus materials, spoils, debris etc. failing which Company have right to:
  - (c) Retain the final the final Bill till site clearance is completed, or
  - (d) Engage some other agency to carry out site clearance at your risk and cost.
31. Successful tender must engage one experienced Supervisor at site during the entire working period for supervision of this work.
32. The price quoted by tenderer should be firm and no escalation on any account whatsoever will be entertained/ paid by the Corporation.
33. Contractor shall have to provide the facilities under the provision of contract labour (Regulation & Abolition) Act, 1970 – Section – 16, 17, 18 and 19, chapter – V – “welfare and Health of contract Labour”.
34. The Engineer wherever appears in the contract shall mean Engineer-in-charge of the work.
35. The work has to be carried out in the area near running mine condition and all the rules in vogue and amended time to time shall be applicable for this work. The contractor shall comply with all amendments to the above acts.

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**URANIUM CORPORATION OF INDIA LIMITED, JADUGUDA MINES.**

**NIT No. JAD/CIV- 141**

**DETAILS OF CREDENTIALS/ INFORMATION SHEET ABOUT THE TENDERER/ CONTRACTOR**

**(To be filled-in by the tenderer/contractor)**

1. Name of the Firm/Company of the tenderer : .....
2. Registered Office and address of the firm : .....  
with Telephone and Fax No. if any .....  
communication .....
3. Name, designation, address of the person .....  
Authorised to deal with this tender/work .....
4. Nature of the registration of the firm : .....  
Limited Co./Private Ltd./Partnership Co./  
Proprietor ship firm.
5. Registration No. with date and Registering : .....  
Authority. ....

6.

Name of Directors/Partners	Occupation	Address

7. Details of the work experience of the firm :

Name & Address of the Client	Name of the work & Contract No.	Value in Rs.	Completion time	
			Scheduled	Actual

8. Financial Particulars :

- a. Working capital-limit in cash/credit for, bills : Branch:.....  
Purchase /discount -forms etc. from the bank. Value of Rs.....

b. Value of work/turnover done during preceding three years:

Financial year	Value of work	Income Tax deposited

c. Audited balance sheet and profit and loss :  
account for the last 3 years.

9. Furnish copy of Income Tax Return for the last three years :

10. Income Tax PAN/GIR No. :

11. Any other relevant Regn. No. if any :

12. Ownership of transportation equipment with tenderer :

**Note:- Tenderer must fill up the Credential other wise tender will be summarily rejected.**

Signature of Authorised Representative of Tenderer/Contractor

**URANIUM CORPORATION OF INDIA LIMITED : JADUGUDA.**  
**Schedule of quantities for : Roof Grading of Jharia Magazine**

NIT No. JAD/CIV- 141 dt. 07.10.2015

Sl. No	Short Description of work	Quantity	Unit Per	Rate Rs. P.	Amount Rs. P.
01.	Demolishing of Cement conc. including disposal of material within 50m lead. 1:3:6 or Richer Mix	48.00	Cu.m.		
Rate in Words					
02.	Removing white or color wash snowcem by scrapping and sand papering and preparing the surface smooth including necessary repairs to scratches etc. complete.	850.00	Sq.m		
Rate in Words					
03.	Providing and laying for white washing with lime to give an even shade on old work with two or more coats at all elevations as per composition given below complete as per direction of Engineer-in-charge.	350.00	Sq.m		
Rate in Words					
04.	Providing 12 mm cement plaster of mix : 1: 6 (1 cement : 6 coarse sand )	55.00	Sq.M.		
Rate in Words					
05.	Providing Grading of roof for water proofing treatment with cement concrete 1:2:4 (1 cement : 2 coarse sand : 4 graded stone aggregate 12mm nominal size) <b>mix with Sika Top Seal and Sikadur 32</b> in appropriate proportion.	31.00	Cu.m		
Rate in Words					
06.	Providing and laying for 40mm thick Cement concrete in flooring, in ratio 1:2:4 (1 cement: 2 coarse sand: 4 stone aggregate) finished with a floating coats of neat cement including cement slurry, but excluding the cost of nosing of steps etc. complete including cost of all materials but excluding cost of cement.	242.00	Sq.m.		
Rate in Words					
07.	Providing Brick work with bricks of class designation 75 in superstructure with cement mortar 1:6 (1 cement : 6 course sand) in super structure to any where any level including all materials, labour, scaffolding, racking out joints, curing as per specification and direction of the Engineer-in-charge.	03.00	Cu.m		
Rate in Words					
08.	Providing and fixing Structural steel work reveted, bolted or welded in built up sections, trusses and framed work, including cutting, hoisting, fixing in position and applying a priming coat of approved steel primer.	50.00	Kg.		
Rate in Words					
09.	Items not covered in this schedule but covered in CPWD DSR - 2012(Less20% from quoted rate of this item)			% Above & Below	
Rate in Words:-					
Total Rs.					

Total amount in Rs.....

(Total amount in words.....only)

Overall rebate if any.....(in figures and words)

Note:

1.All item rates must be written in figure and words without which tenders are liable to be rejected. All the pages of tender document must be duly signed by tenderer along with their seal.

2. Overall rebate if any must be quoted in the above column only and written elsewhere shall not be considered.

Signature of Tenderer with seal