

# TENDER DOCUMENT

## FOR

Repair and Renovation of Civil & Electrical Works for 'Copyright Board & Copyright Office (CRB&CRO)' at August Kranti Bhawan, Bhikaji Kama Place, New Delhi

MAY, 2014

## **VOLUME- II: CONDITIONS OF CONTRACT**



**EdCIL (India) Limited**  
*(A Government of India Enterprise)*  
**Ed.CIL House, 18 – A, Sector 16 A**  
**Noida – 201301**

*Note : This document is serially numbered from page 01 to 128*

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## **NOTICE INVITING TENDER**

### **EDCIL (INDIA) LIMITED**

*(A GOVERNMENT OF INDIA ENTERPRISE)*

#### **DETAILED NOTICE INVITING TENDER**

**No. Ed.CIL/C&P/CRB&CRO/2014**

**Dated 16.05.2014**

1. Item Rate tenders are invited on behalf of Copyright Board & Copyright Office (CRB&CRO), New Delhi by EdCIL (India) Limited, having their Corporate office at Ed.CIL House, 18A, Sector 16A, NOIDA – 201 301 (U.P) & Registered Office at 5<sup>th</sup> & 6<sup>th</sup> Floor, Vijaya Building, 17, Barakhamba Road, New Delhi – 110001 from eligible contractors for the work of 'Repair & Renovation of Civil & Electrical Works at August Kranti Bhawan, Bhikaji Kama Place, New Delhi.

- 1.1 The work is estimated to cost Rs. 65.72 lakhs {Civil: Rs. 35.79 lakhs & Electrical: Rs 29.93 lakhs}.

This estimate, however, is given merely as a rough guide.

- 1.1.1 All matters relating to invitation/award of tenders shall be dealt by Ed.CIL's Corporate Office, NOIDA.

2. Agreement shall be drawn with the successful tenderer. Tenderer shall quote his rates as per various terms and conditions of the said tender which will form part of the agreement.
3. The time allowed for carrying out the work will be **02 (two) MONTHS** from the **TENTH (10<sup>th</sup>)** day after the date of issue of letter of acceptance of tender (Work Order) or from the first day of handing over of the site, whichever is later, in accordance with the phasing, if any, indicated in the tender documents.
4. The site for the work is available.
5. The last date for receipt of applications for issue of tender forms is 03.06.2014 upto 1600 hrs. The last date for issue of tender forms will be 03.06.2014 upto 1600 hrs.

Tender Documents consisting of **Technical Bid** : Volume-I: Notice Inviting Tender; Brief Scope of Work; Information and Instructions for Bidders; Information regarding eligibility; Letter of Transmittal, Form 'A': Financial Information; Form 'B' : Form of Banker's Certificate; Form 'C': Details of All Works of Similar Class Completed During The Last five Years ; Form 'D': Project Under Execution or Awarded; Form 'E' : Structure and Organisation; Form 'F' :Details of Technical and Administrative Personnel to be employed for the work; Form 'G' : Details of Registration with Statutory authorities ; Form-H : Undertaking ; Form-I : Proforma Pre Contract Integrity Pact.

**Financial Bid** : Volume-II : *Detailed Notice Inviting Tender (NIT); Tender & Contract, Work Order & Agreement; General Rules & Directions, Conditions of Contract, Clauses of Contract, Special Conditions; Additional Conditions; Schedules (A to F)*; Volume-III:

Safety Code; Model Rules; Contractor's Labour Regulations; Proforma of Registers; Volume-IV: Schedule of Quantities-(Civil Works, Electrical Works, Fire Fighting Works); Volume-V: Specifications; Volume-VI Appendix (~~Proforma for Cement Register, Sketch of Cement Godown, Sketch of Site Office~~) & Forms; together with any Addenda thereto and the proceedings of Pre-bid Conference, if any, to be complied with by the contractor whose tender may be accepted and other necessary documents can be obtained from the office of the Deputy General Manager (Project), Civil & Procurement Department, EdCIL (India) Limited, Ed.CIL House, 18A, Sector 16A, NOIDA-201 301, U.P between 1100 Hrs & 1600 Hrs everyday except on Saturdays, Sundays and Public Holidays. Tender Documents will be issued from his office, during the hours specified above, on payment of Rs. 3,000/- (Non-refundable) in Cash or in the shape of Demand Draft/Pay Order drawn in favour of EdCIL (India) Limited payable at Delhi/Noida.

The tender shall be accompanied by earnest money of Rs. 1,32,000/- (Rupees One Lakh Thirty Two Thousand Only) in the shape of Demand Draft/Pay Order drawn in favour of EdCIL (India) Limited payable at Delhi/Noida and issued by any Scheduled Bank.

The Earnest Money deposited by the successful tenderer in the specified form shall become part of security deposit. The Earnest Money of un-successful tenderers will be refunded within 150 days of opening of Tenders.

6. The contractor shall be required to deposit an amount equal to 5% of the tendered value of the works as performance guarantee in the form of an irrevocable Bank Guarantee bond of any Nationalized Bank in accordance with the form prescribed OR in the shape of Demand Draft/Pay Order drawn in favour of EdCIL (India) Limited payable at Delhi/Noida and issued by any Scheduled Bank. This period can be further extended by the Project Manager (CRB&CRO), Ed.CIL upto a maximum period of prescribed number of days on written request of the contractor.

7. The description of the work is as follows:

'Repair and Renovation of Civil & Electrical Works for CRB&CRO at August Kranti Bhawan, Bhikaji Kama Place, New Delhi'.

The copies of drawings and documents pertaining to the works will be open for inspection by the tenderers at the office of above mentioned officer.

Tenderers are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders as to the nature of the ~~ground and sub-soil (so far as is practicable)~~, the form and nature of the site, the means of access to the site, the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their tender. A tenderer shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed. The tenderer shall be responsible for arranging and maintaining at his own cost all materials, tools & plants, water, electricity access, facilities for workers and all other services required for executing the work unless otherwise specifically provided for in the contract documents. Submission of a tender by a

tenderer implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and local conditions and other factors having a bearing on the execution of the work.

8. Ed.CIL, on behalf of CRB & CRO, New Delhi, does not bind itself to accept the lowest or any other tender, and reserves to itself the authority to reject any or all of the tenders received without the assignment of any reason. All tenders in which any of the prescribed conditions is not fulfilled or any condition including that of conditional rebate is put forth by the tenderer and/or are incomplete in any respect shall be summarily rejected.
9. Canvassing whether directly or indirectly, in connection with tenders is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable to rejection. Use of correction fluid in tender documents is not permitted. In case any corrections are required to be made it has to be made by cutting and entering a new figure/words duly attested with the company stamp.
10. Ed.CIL on behalf of CRB & CRO, New Delhi reserves to themselves the right of accepting the whole or any part of the tender and the tenderer shall be bound to perform the same at the rate quoted.
11. The contractor shall not be permitted to tender for works in Ed.CIL, in case his near relative is posted in any capacity in Ed.CIL's Civil & Procurement Department or as an Executive in any other Division/Department of Ed.CIL. He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any person posted in any capacity in Ed.CIL's Civil & Procurement Department or as an Executive in any other Division/Department of Ed.CIL. In case of breach of this condition by the contractor, Ed.CIL may in their discretion without prejudice to any other right or remedy available in law cancel this contract and forfeit the said earnest money/security deposit as aforesaid.

NOTE: The term "near relatives" means wife, husband, parents and grand parents, children and grand children, brothers and sisters, uncles, aunts and cousins and their corresponding in-laws.

12. No Engineer of gazetted rank or other Gazetted officer employed in Engineering or Administrative duties in an Engineering Department of the Government of India is allowed to work as a contractor for a period of one years after his retirement from Government service, without the prior permission of the Government of India in writing. This contract is liable to be cancelled if either the contractor or any of his employees is found any time to be such a person who had not obtained the permission of the Government of India as aforesaid before submission of the tender or engagement in the contractors service.
13. The tender for the works shall remain open for acceptance for a period of 60 days from the date of opening of Financial Bid. If any tenderer withdraws his tender before the said period or issue of letter of acceptance (Work Order), whichever is earlier, or makes any modifications in the terms and conditions of the tender which are not acceptable to Ed.CIL, then Ed.CIL shall, without

prejudice to any other right or remedy, be at liberty to forfeit 50% of the said earnest money as aforesaid.

Further, the tenderer shall not be allowed to participate in the re-tendering process of the work.

14. This Notice Inviting Tender shall form a part of the contract document. The successful tenderer/contractor, on acceptance of his tender by the Accepting Authority, shall, within 15 days from the stipulated date of start of the work sign the contract, together with any correspondence leading thereto, consisting of the following :

- Press Notice;
- Notice Inviting Tender;
- Brief Scope of work;
- Information and Instructions to Bidders;
- Information regarding eligibility;
  - Letter of Transmittal;
  - Form 'A': Financial Information;
  - Form 'B' : Form of Banker's Certificate;
  - Form 'C': Details of All Works of Similar Class Completed During The Last Seven Years ;
  - Form 'D': Project Under Execution or Awarded;
  - Form 'E': Structure and Organisation;
  - Form 'F' :Details of Technical and Administrative Personnel to be employed for the work;
  - Form 'G' :Details of Registration with statutory authorities;
  - Form H' : Undertaking;
  - Form 'I' : Proforma Pre Contract Integrity Pact
- Detailed Notice Inviting Tender (NIT);
- Tender, Work Order & Agreement;
- General Rules & Directions;
- Conditions of Contract;
- Clauses of Contract;
- Special Conditions;
- Additional Conditions;
- Schedules (A to F);
- Safety Code;
- Model Rules;
- Contractor's Labour Regulations;
- Proforma of Registers;
- Schedule of Quantities - (Civil Works, Electrical Works, Fire Fighting Works );
- Specifications;
- Appendix (~~Proforma for Cement Register, Sketch of Cement Godown & Sketch of Site Office~~);
- Forms;
- Addenda, if any; &
- Proceedings of Pre-bid Conference, if any.
- Tender Drawings, if any.

15. For Composite Tender

15.1 The contractor may associate with him agencies of repute for the electrical works, etc. provided they submit detailed credentials, which shall be to the satisfaction of Ed.CIL, of having satisfactorily completed during the last seven years atleast three works each costing not less than Rs. 12.00 lakhs or two works each costing not less than Rs. 18.00 lakhs or one work costing not less than Rs. 24.00 lakhs.

The name of the such agency alongwith relevant details shall be submitted to Ed.CIL for their prior approval within one month of acceptance of the tender.

The decision of Director (Technical), Ed.CIL shall be final towards acceptability of the associated agencies.

15.2 It will be obligatory on the part of the tenderer to sign the tender documents for all the components.

15.3 After the work is awarded, the contractor will have to enter into a single agreement with Ed.CIL for all the components of works.

.....  
**Deputy General Manager (Projects)**  
**Civil & Procurement Department**  
For & on behalf of  
**EdCIL (India) Limited,**  
**Ed.CIL House, 18A , Sector 16A,**  
**NOIDA – 201 301 (U.P)**

**Dated : 16.05.2014**

## **ITEM RATE TENDER & CONTRACT FOR WORKS**

**EDCIL (INDIA) LIMITED**  
(A GOVERNMENT OF INDIA ENTERPRISE)

**DEPARTMENT : PROJECTS**  
**DIVISION : CIVIL & PROCUREMENT DEPARTMENT**

### **Item Rate Tender & Contract for Works**

- (A) Tender for the work of : 'Repair and Renovation of Civil & Electrical works for CRB&CRO, New Delhi'.  
Location of the site : Copyright Board & Copyright Office at August Kranti Bhawan, Bhikaji Kama Place, New Delhi
- (i) To be submitted by **1500 Hours** on **06.06.2014**
- (ii) After evaluation of Technical Bids, the 'Financial Bids' of only the technically qualified and eligible bidders shall be opened at the notified time, date & place in the presence of the eligible tenderer or their representatives in the office of **EdCIL (India) Limited, Ed.CIL House, 18A, Sector 16 A, Noida – 201 301 (U.P).**

Signature of officer issuing the documents.....

Designation : Deputy General Manager (*Projects*), Civil & Procurement Department, Ed.CIL

Date of Issue: .....



## TENDER

I/We have read and examined the tender documents comprising of **Technical Bid** : **Volume-I**: Press Notice: Notice Inviting Tender; Brief Scope of work; Information and Instructions to Bidders; Information regarding eligibility; Letter of Transmittal, Form 'A': Financial Information; Form 'B' : Form of Banker's Certificate; Form 'C': Details of All Works of Similar Class Completed During The Last Seven Years ; Form 'D': Project Under Execution or Awarded; Form 'E': Structure and Organisation; Form 'F' :Details of Technical and Administrative Personnel to be employed for the work; Form 'G' :Details of Registration with Statutory Authorities; Form 'H' : Undertaking; Form 'I' : Proforma Pre Contract Integrity Pact **Financial Bid** : **Volume-II** : Detailed Notice Inviting Tender (NIT); Tender & Contract, Work Order & Agreement; General Rules & Directions, Conditions of Contract, Clauses of Contract, Special Conditions; Additional Conditions; Schedules (A to F); **Volume-III**: Safety Code; Model Rules; Contractor's Labour Regulations; Proforma of Registers; **Volume-IV**: Schedule of Quantities-(Civil Works, Electrical Works, Fire Fighting Works); **Volume-V**: Specifications; **Volume-VI** Appendix (~~Proforma for Cement Register, Sketch of Cement Godown, Sketch of Site Office~~) & Forms; together with any Addenda thereto and the proceedings of Pre-bid Conference, if any, & other documents and Rules referred in the conditions of contract and all other contents in the tender document for the work .

I/We hereby tender for the execution of the work specified by Ed.CIL within the time specified in Schedule 'F', viz., Schedule of Quantities and in accordance in all respects with the specifications, designs, drawings and instructions in writing referred to in General Rules and Directions and in Clause-11 of the Conditions of Contract and with such materials as are provided for, by, and in respects in accordance with, such conditions so far as applicable.

We agree to keep the tender open for Sixty (60) days from the due date of Financial Bid opening and not to make any modifications in its terms and conditions.

A sum of Rs. 1,32,000/- has been deposited/is being forwarded in the shape specified as earnest money. If I/we, fail to furnish the prescribed Performance Guarantee within prescribed period, I/we agree that the Ed.CIL on behalf of CRB & CRO shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely. Further, if I/we fail to commence the work specified, I/we agree that Ed.CIL on behalf of CRB& CRO shall without prejudice to any other right or remedy available in the law, be at liberty to forfeit the said earnest money and the Performance Guarantee absolutely, otherwise the said earnest money shall be retained by Ed.CIL towards security deposit to execute all the works referred to in the Tender Documents upon the terms and conditions contained or referred to therein and to carry out such deviations as may be ordered, upto maximum of the percentage mentioned in Schedule 'F' and those in excess of that limit at the rates to be determined in accordance with the provision contained in Clause 12.2 and 12.3 of the Tender Document.

Further, I/We agree that in case of forfeiture of earnest money or both Earnest Money & Performance Guarantee as aforesaid, I/We shall be debarred for participation in the re-tendering process of the work.

I/we undertake and confirm that eligible similar work(s) has /have been not been got executed through another contractor on back to back basis. Further that, if such a violation comes to the notice of EdCIL, then I/we shall be debarred for tendering in EdCIL in future forever. Also, if such a violation comes to the notice of EdCIL before date of start of work, EdCIL shall be free to forfeit the entire amount of Earnest Money Deposit / Performance Guarantee.

I/We hereby declare that I/we shall treat the tender documents, drawings and other records connected with the work as secret/confidential documents and shall not communicate information/derived therefrom to any person other than a person to whom I/we am/are authorized to communicate the same or use the information in any manner prejudicial to the safety of the State.

Dated..... Name of the Contractor : .....

Authorized Signature of Contractor : .....

Postal Address : .....

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

Witness: .....

Address: .....

.....  
.....

Occupation: .....

## **ACCEPTANCE/WORK ORDER**

Employer : EdCIL (India) Limited  
Address for correspondence : Ed.CIL House  
18 A, Sector 16A,  
NOIDA-201 301 (UP)  
Registered Office : 5<sup>th</sup> & 6<sup>th</sup> Floor, Vijaya Building, 17-Barakhamba  
Road, New Delhi - 110001

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Work Order No. : Ed.CIL/C&P/CRB&CRO/2014/....

Date of Issue : ...{Date}.....2014

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Contractor :

Address :

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Reference : Notice Inviting Tender dated -----2014

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With reference to above, EdCIL (India) Limited on behalf of Copyright Board & Copyright Office (CRB&CRO), is pleased to award the following referred work to M/s. ....{Contractor}.....

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1. Tendered cost of the work :

Name of the Work	Tendered Cost
Repair & Renovation of Civil & Electrical Works for CRB&CRO at August Kranti Bhawan, Bhikaji Kama Place, New Delhi	Rs. ....

(Rupees ..... only)

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The exact value of work will be worked out & paid to you to the extent of work carried out as assigned & verified by EdCIL (India) Limited.

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2. Terms & Conditions

- a) Following documents will form the part of this Work Order:
- i) Notice Inviting Tender dated -----2014
  - ii) Your Tender dated .....
  - iii) Your letter dated .....
  - iv) Contract Agreement on a non-judicial Stamp Paper of Rs. 100/- (Rupees One Hundred only)
  - v) Letter of Intent
  - vi) This Work Order
  - vii) .....
- b) Stipulated time of completion will be 2 months from the 10<sup>th</sup> day after the date of issue of Work Order OR from the date of handing over of the site, whichever is later.

Other Requirements

The Work Order shall be executed in accordance with the terms and conditions stated above and shall be deemed cancelled if any other terms and conditions are stated by the agency in the tender document but not incorporated herein.

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FOR AND ON BEHALF OF  
EdCIL (INDIA) LIMITED

(-----)  
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PLACE : .....  
DATED : .....

Acknowledgement copy of the Work Order duly signed, stamped and dated by the contractor(s) shall constitute firm acceptance of order in its entirety.

Accepted by :  
Signature :  
Dated :

## **FORM OF AGREEMENT**

THIS AGREEMENT IS made on the .....day of .....2014 between EdCIL (India) Limited (A Govt. of India Enterprise), having their registered office at 5<sup>th</sup> & 6<sup>th</sup> Floor, Vijaya Building, 17, Barakhamba Road, New Delhi – 110001 & Corporate Office at 18A, Sector-16A, Nodia hereinafter called “the Ed.CIL”, of the one Part and .....  
{Name of Contractor}.....(hereinafter called “the Contractor”) of the other Part.

WHEREAS the Ed.CIL is desirous that certain works should be executed, viz. ‘**Repair & Renovation of Civil & Electrical Works for CRB&CRO at August Kranti Bhawan, Bhikaji Kama Place, New Delhi**’ and has, by Work-Order dated ..... {Date of Work Order}.... accepted the tender of the contractor for the execution, completion and maintenance of such Works. 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 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.
  - i) this Form of Agreement;
  - ii) Technical Bid ;
  - iii) the detailed Notice Inviting Tender (NIT);
  - iv) the Tender alongwith the Work-Order; there of together with any correspondence leading thereto;
  - v) the General Rules & Directions, the Condition of Contract, the Clauses of Contract, the Special Conditions, Additional Conditions;
  - vi) the Schedules A to F;
  - vii) the Safety Code, the Model Rules, the Contractor’s Labour Regulations and the Proforma of Registers;
  - viii) the priced Schedule of Quantities;
  - ix) the General Specifications;
  - x) the Additional Specifications;
  - xi) the Schedule of approved brand names;
  - xii) the Appendix containing:
    - a) ~~Proforma of cement register~~
    - b) ~~Sketch of cement godown~~
    - c) ~~Sketch of Site Office~~

- xiii) the Forms;
  - xiv) the Addenda, if any;
  - xv) the Proceedings of Pre-bid Conference, if any;
  - xvi) the drawings, if any.
3. The aforesaid documents shall be taken as complementary and mutually explanatory of one another.
4. In consideration of the payment to be made by the Ed.CIL to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Ed.CIL to execute, complete and maintain the Works in conformity in all respects with the provisions of the Contract.
5. The Ed.CIL hereby covenants to pay the Contractor in consideration of the execution, completion and maintenance of the Works, the accepted tendered value at the times, and in the manner prescribed by the Contract.
6. Any dispute between the parties shall be subject to jurisdiction of Courts in Delhi.

IN WITNESS WHEREOF the parties have hereunto set their respective hands and seals, the day and year first above written.

SIGNED, SEALED AND DELIVERED.

By the said _____ NAME : _____  <i>On behalf of the Contractor</i>	By the said _____ NAME : _____, _____,  <i>On behalf of the EdCIL (India) Ltd.</i>
In the presence of : _____ NAME : _____ Address _____	In the presence of : _____ NAME : _____ Address _____

-----  
**Remarks**

- i) *This form is included in the tender document only for the information of tenderers. Only the successful tenderer will in due course be required to complete this form.*
- ii) *Stamp Duty of this Agreement will be borne by the successful tenderer.*
- iii) *The Bond is to be submitted separately by the successful tenderer on a non-judicial stamp paper of Rs. 100/- (One Hundred) only.*

## **GENERAL RULES & DIRECTIONS**

1. All work proposed for execution by contract will be notified in a form of invitation to tender and signed by the officer inviting tender.

This form will state the work to be carried out, as well as the date for submitting and opening tenders and the time allowed for carrying out the work, also the amount of earnest money to be deposited with the Tender, and the amount of the security deposit to be deposited by the successful tenderer and the percentage, if any, to be deducted from bills. Copies of the specifications, designs and drawings and any other documents required in connection with the work signed for the purpose of identification by the officer inviting tender shall also be open for inspection by the contractor at the office of officer inviting tender during office hours.

2. In the event of the tender being submitted by a firm, it must be signed separately by each partner thereof or in the event of the absence of any partner, it must be signed on his behalf by a person holding a Power-of attorney authorizing him/her to do so, such power of attorney to be produced with the tender, and it must disclose that the firm is duly registered under the Indian Partnership Act, 1952.
3. Receipts for payment made on account of work, when executed by a firm, must also be signed by all the partners, except where contractors are described in their tender as a firm, in which case the receipts must be signed in the name of the firm by one of the partners, or by some other person having due authority to give effectual receipts for the firm.
4. Any person who submits a tender shall fill up the Schedule of Quantities form, stating at what rate he is willing to undertake each item of the work. Tenders, which propose any alteration in the work specified in the said form of invitation to tender, or in the time allowed for carrying out the work, or which contain any other conditions of any sort, including conditional rebate will be summarily rejected.

The rate(s) must be quoted in decimal coinage. Amounts must be quoted in full rupees by ignoring fifty paise and less and considering more than fifty paise as rupee one.

5. The officer inviting tender or his duly authorised representative, will open tenders in the presence of any intending contractors who may be present at the time, and will enter the amounts of the several tenders in a comparative statement in a suitable form. In the event of a tender being accepted, a receipt for the earnest money forwarded therewith shall thereupon be given to the contractor who shall thereupon for the purpose of identification sign copies of the specifications and other documents mentioned in para of General Rules & Directions. In the event of a tender being rejected, the earnest money forwarded with such unaccepted tender shall thereupon be returned to the contractor remitting the same, without any interest.

6. The officer inviting tenders shall have the right of rejecting all or any of the tenders and will not be bound to accept the lowest or any other tender.
7. The receipt for any money paid by the contractor will not be considered as any acknowledgment or payment to the officer inviting tender and the contractors shall be responsible for ensuring that he procures a receipt signed by the authorised representative of the officer inviting tender or a duly authorised Cashier.
8. If a tender document is issued to an intending tenderer without certain blanks of the form having been so filled in and incomplete, he shall request the officer to have this done before he completes and delivers his tender.
9. The tenderers shall sign a declaration under the officials Secret Act 1923, for maintaining secrecy of the tender documents, drawings or other records connected with the work given to them. The unsuccessful tenderers shall return all the drawings given to them.
10. In the case of Item Rate Tenders, only rates quoted shall be considered. Any tender containing percentage below/above the rates quoted is liable to be rejected. Rates quoted by the contractor in tender in figures and words shall be accurately filled in so that there is no discrepancy in the rates written in figures and words. However, if a discrepancy is found, the rates which correspond with the amount worked out by the contractor shall unless otherwise proved be taken as correct. If the amount of an item is not worked out by the contractor or it does not correspond with the rates written either in figures or in words then the rates quoted by the contractor in words shall be taken as correct. Where the rates quoted by the contractor in figures and in words tally but the amount is not worked out correctly, the rates quoted by the contractor will unless otherwise proved be taken as correct and not the amount. In event no rate has been quoted for any item (s), leaving space both in figure(s), word (s) and amount blank, it will be presumed that the contractor has included the cost of this/these item(s) in other items and rate for such item(s) will be considered as zero and work will be required to be executed accordingly.
11. In the case of any tender where unit rate of any item/items appear unrealistic, such tender will be considered as unbalanced and in case the tenderer is unable to provide satisfactory explanation such a tender is liable to be disqualified and rejected.
12. All rates shall be quoted on the Schedule of Quantities form. The amount for each item should be worked out and requisite totals given. Special care should be taken to write the rates in figures as well as in words and the amount in figures only, in such a way that interpolation is not possible. The total amount should be written both in figures and in words. In case of figures, the word 'Rs' should be written before the figure of rupees and word 'P' after the decimal figures, e.g. 'Rs.2.15 P' and in case of words, the word, 'Rupees' should precede and the word 'Paise' should be written at the end. Unless the rate is in whole rupees and followed by the word 'only' it should invariably be upto two decimal places. While quoting the rate in Schedule of Quantities, the word 'only' should be written closely following the amount and it should not be written in the next line.



- 13 a) The contractor whose tender is accepted, will be required to furnish Performance Guarantee of 5% (five percent) of the tendered amount within the time period specified in Schedule-F. This guarantee shall be in the form of Demand Draft/Pay Order drawn in favour of EdCIL (India) Limited payable at Delhi/Noida and issued by any Scheduled Bank or in the shape of irrevocable Bank Guarantee bond of any Nationalized Bank in accordance with form prescribed.
- In case the contractor fails to deposit the said performance guarantee within the period as indicated in Schedule 'F', including the extended period if any, the Earnest Money deposited by the contractor shall be forfeited automatically without any notice to the contractor.
- b) The contractor whose tender is accepted, will also be required to furnish by way of Security Deposit for the fulfillment of his contract, an amount equal to 5% of the tendered value of the work. The Security Deposit will be collected by deductions from the running bills of the contractor at the rates mentioned above as detailed in Schedule-F and the earnest money if deposited in Demand Drafts / Pay Orders/Bank Guarantees at the time of tenders, will be treated as a part of the Security Deposit. The Security amount will also be accepted in the shape of Demand Draft/Pay Order drawn in favour of EdCIL (India) Limited payable at Delhi/Noida and issued by any Scheduled Bank.
14. On acceptance of the tender, the name of the accredited representative(s) of the contractor who would be responsible for taking instructions from Ed.CIL shall be communicated in writing to the Project Manager (CRB&CRO).
15. Sales-tax/VAT (except service tax), purchase tax, turnover tax, octroi, state work tax, statutory tax, Royalty or any other tax on materials in respect of this contract shall be payable by the Contractor and Ed.CIL will not entertain any claim whatsoever in respect of the same. However, in respect of service tax, same shall be paid by the contractor to the concerned department on demand and it will be reimbursed to him by the EdCIL after satisfying that it has been actually and genuinely paid by the contractor.
16. The contractor shall give a list of Ed.CIL employees related to him/her.
17. The tender for the work shall not be witnessed by a contractor or contractors who himself/themselves has/have tendered or who may and has/have tendered for the same work. Failure to observe this condition would render, tenders of the contractors tendering, as well as witnessing the tender, liable to summary rejection.
18. The tender for composite work includes in addition to civil work all other works such as electrical work, etc. The tenderer may associate with him agencies for electrical works, meeting the eligibility criteria as stipulated in para-15 of Notice Inviting Tender.
19. The contractor shall submit list of works, which are in hand (Progress) in Performa in the following format :

Name of work	Name of client	Value of work	Position of works in progress	Remarks

20. The contractor shall comply with the provisions of the Apprentices Act 1961, and the rules and orders issued thereunder from time to time. If he fails to do so, his failure will be a breach of the contract and Ed.CIL may in their discretion without prejudice to any other right or remedy available in law cancel the contract. The contractor shall also be liable for any pecuniary liability arising on account of any violation by him/her of the provisions of the said Act.

## 21. **Addenda**

Amendment to the Tender Documents (Technical & Financial Bids)

21.1 At any time prior to the deadline for submission of tenders, Ed.CIL may, for any reason, whether at their own initiative or in response to clarifications requested by prospective tenderers modify the tender document by issuing Addenda.

21.2 Such Addenda will be sent in writing to all prospective tenderers who have received the tender documents (from EdCIL) and will be binding on them. The tenderers shall duly sign and return the copy of the Addenda along with their tender separately for Technical and Financial Bid which shall form a part of their tender.

Those tenderers who has download the tender document shall also downloaded the Addenda from EdCIL website [www.edcilindia.co.in](http://www.edcilindia.co.in) after the Pre-bid Meeting.

21.3 In order to afford prospective tenderers reasonable time in which to take such Addenda into account in preparing their tenders, Ed.CIL may at their discretion extend the deadline for the submission of tenders.

21.4 No alteration whatsoever may be made in the text of the tender form by the tenderer; any remarks or explanations should be set out in a covering letter. The form of agreement is bound up with other documents, so that the tenderer may know what their liabilities and duties are and the entire tender form should be submitted to Ed.CIL while submitting the tender.

## 22. **Pre-bid Conference**

22.1 The tenderer or his official representative is advised to attend a pre-bid conference on **26.05.2014** at **1500** hrs. at the office of :

**EdCIL (India) Limited,  
Ed.CIL House, 18 A, Sector 16A,  
NOIDA – 201 301 (U.P)**

- 22.2 The purpose of this meeting will be to clarify issues and to answer questions on any matters that may be raised at that stage.
- 22.3 The tenderer is requested to submit any queries in writing by fax followed by post copy in confirmation so as to reach Ed.CIL not later than **23.05.2014**.
- 22.4 Queries relevant to the Tender Documents (Technical & Financial) shall be addressed to the **Project Manager (CRB&CRO), Ed.CIL**. Reply to the tenderer's queries will be made by the EdCIL (India) Limited.
- 22.5 Proceedings of the pre-bid conference, including copies of the queries raised and responses given, will be furnished expeditiously to all those attending the meeting (and subsequently to all purchasers of the tender documents). Any modification of the tender documents listed in the para-14 of Notice Inviting Tender (NIT) which may become necessary as a result of the pre-bid conference shall be made by Ed.CIL exclusively through the issuance of an Addendum (or Addenda) pursuant to Clause-21 of General Rules and Directions and not through the minutes of the pre-bid conference.
23. The rates for extra (additional) and substituted items will be governed by Clause-12 of Clauses of Contract. The procedure for sanction of extra/substituted items shall be as follows:
- 23.1 The Contractor shall initiate the process for submission of details of extra items/substituted items likely to occur in the work, along with complete justifications; on receipt of drawings, but prior to execution of work.
- 23.2 The extra/substituted item shall then be examined for admissibility by Resident Engineer, Ed.CIL & forwarded by him to Project Manager, Ed.CIL. Project Manager Ed.CIL will approve or reject execution of such extra items after necessary examinations.
- 23.3 On receipt of the approval in principle as stated in para 23.2; the execution of items of work (extra/substituted items) shall commence at site and the details of rates of extra/substituted items statements shall be provided by the Contractor to the Resident Engineer, Ed.CIL alongwith full justifications, vouchers/bills, etc.
- 23.4 The rate for such items shall be processed & recommended by Resident Engineer, Ed.CIL to Project Manager, Ed.CIL in accordance with the provisions of Contract.
- 23.5 On receipt of extra/substituted statements & their rates from the Resident Engineer, Ed.CIL, the extra items/substituted items will then be processed by Ed.CIL's Headquarters. The Ed.CIL will accord their approval to the extra items/substituted items and forward the same to the contractor.

23.6 The rates of the extra items / substituted items shall be governed as follows:

23.6.1 On commencement/execution of items of work (extra items / substituted items), as mentioned under clause 23.3, the Contractor will be paid as follows:

<i>Description</i>	<i>Payable Rate</i>
Scheduled Rate Items covered by DSR 2012	75% of the rate as proposed by Resident Engineer.
Non-Scheduled Items	50% of the rate as proposed by Resident Engineer.

23.6.2 On approval of rates of the items (extra items / substituted items) by CRB&CRO/Ed.CIL, the Contractor shall be paid full 100% rates, after adjusting the advance paid on this account.

24. In case of deviations in the quantities of various items included in the Schedule of Quantities of the contract, the following procedure shall be followed :

24.1 For deviations in quantities upto 30% incase of items of works above foundation & plinth, and 100% incase of items of works in foundation and plinth, the Resident Engineer, Ed.CIL shall have authority to certify the payment to the Contractor.

24.2 In case deviations in quantities exceed the limits set out in 24.1 above, the payment of deviation in quantities shall be governed as follows :

24.2.1 The Deviation statement shall be initiated by Resident Engineer, Ed.CIL and forwarded to Project Manager, Ed.CIL in accordance with the provisions of relevant clauses of contract.

24.2.2 On receipt of Deviation statement by Project Manager, Ed.CIL, the Ed.CIL will accord their approval to the Deviation statement and forward the same to contractor.

24.2.3 In the meantime, the Contractor will be paid 50% of the deviated amount proposed by Resident Engineer, Ed.CIL. On approval of Deviation statement by the Ed.CIL, the Contractor shall be paid full 100% rates, after adjusting the advance paid on this account.

25. In case, the sum of the tendered cost of work & the total amount of extra items, substituted items, deviations in the quantities of various items provided in the Schedule of Quantities of the contract ~~and escalation payable under Clause 10 (CC) of Clauses of Contract~~ exceeds 10% of the tendered cost, the payments shall be restricted to 10% of the tendered cost and the balance payment shall be released on CRB&CRO's approval for the excess amount/ revised cost estimate for the work.

## **CONDITIONS OF CONTRACT**

- Definitions:**
1. The **Contract** means the documents forming the tender and acceptance thereof and the formal agreement executed between the EdCIL (India) Limited on behalf of the CRB&CRO, New Delhi and the Contractor, together with the documents referred to therein including these conditions, the specifications, designs, drawings and instructions issued from time to time by Ed.CIL or their authorized representative and all these documents taken together, shall be deemed to form one contract and shall be complementary to one another.
  2. In the contract, the following expressions shall, unless the context otherwise requires, have the meanings, hereby respectively assigned to them:-
    - i) The expression **works** or **work** shall, unless there be something either in the subject or context repugnant to such construction, be construed and taken to mean the works by or by virtue of the contract contracted to be executed whether temporary or permanent, and whether original, altered, substituted or additional.
    - ii) The **Site** shall mean the land/building/or other places on, into or through which work is to be executed under the contract or any adjacent land, path or street through which work is to be executed under the contract or any adjacent land, path or street which may be allotted or used for the purpose of carrying out the contract.
    - iii) The **Contractor** shall mean the individual, firm or company, whether incorporated or not, undertaking the works and shall include the legal personal representative of such individual or the persons composing such firm or company, or the successors of such firm or company and the permitted assignees of such individual, firm or company.
    - iv) The **Owner** shall mean the CRB & CRO, represented by Director, (BP & CR)" or his authorized representative, which expression shall, wherever the context so demands or requires, include his successors and permitted assigns.
    - v) The **CMD** means the Chairperson and Managing Director, EdCIL (India) Limited which expression shall, wherever the context so demands or requires, include

- his/her successors and permitted assigns.
- vi) The **Director (Technical)** means the Director (Technical), EdCIL (India) Limited.
  - vii) Chief General Manager (C&P) means the Head of Civil & Procurement Department, EdCIL (India) Limited.
  - viii) The Project Manager means Officer-in-Charge of the work at Ed.CIL's Headquarters or his authorized representative.
  - ix) The Resident Engineer, Ed.CIL means the Engineering Officer-in-charge of the work at site or his authorised representative.
  - x) Ed.CIL shall mean the EdCIL (India) Limited, A Govt. of India Enterprise under the Ministry of Human Resource Development and having their registered office at 5<sup>th</sup> & 6<sup>th</sup> Floor, Vijaya Building, 17, Barakhamba Road, New Delhi – 110001 and Corporate office at Ed.CIL House, 18A, Sector – 16A, Noida – 201 301.
  - ~~xi) The **Architect** shall mean M/s. RT & Associates, A-47-48, Sector – 67, Noida (U.P) or their legal representative, successors or permitted assigns or ceasing to be the Architects for the purpose of this Contract, such other person or person, firm or company designated as such by the Ed.CIL and shall include those who are expressly authorised by the Ed.CIL to act for and on behalf of the Ed.CIL.~~
  - xii) **Accepting Authority** shall mean the authority mentioned in Schedule 'F'.
  - xiii) **Excepted Risk** are risks due to riots (other than those on account of contractor's employees), war (whether declared or not) invasion, act of foreign enemies, hostilities, civil war, rebellion revolution, insurrection, military or usurped power, any acts of Government, damages from aircraft, acts of God, such as earthquake, lightening and unprecedented floods, and other causes over which the contractor has no control and accepted as such by the Accepting Authority or causes solely due to use or occupation by Owner of the part of the works in respect of which a certificate of completion has been issued or a cause solely due to faulty design of works.

- xiv) **Market Rate** shall be the rate as decided by Ed.CIL on the basis of the cost of materials including cartage and labour at the site where the work is to be executed plus the percentage mentioned in Schedule 'F' to cover, all overheads and profits. The labour co-efficient and material co-efficient shall in accordance with the provisions, as available in CPWD Analysis of Rates for Delhi-2012. For items not available in CPWD Analysis of Rates actual site observations shall be made by contractor in presence of Resident Engineer, for labour, materials and sundries, etc. thus market rate for item will be analyzed accordingly.
- xv) **Schedule(s)** referred to in these conditions shall mean the relevant schedule(s) annexed to the tender papers or the standard Schedule of Rates mentioned in Schedule 'F' hereunder, with the amendments thereto issued up to the date of receipt of the tender.
- xvi) **Department means** EdCIL (India) Limited which invites tenders on behalf of Owner as specified in Schedule 'F'.
- xvii) **District Specifications** means the specifications followed by the State Government in the area where the work is to be executed.
- xviii) **Tendered value** means the value of the entire work as stipulated in the letter of award/Work Order.
- xix) **Date of Commencement of work:** The date of commencement of work shall be the date of start as specified in schedule 'F' or the first date of handing over of the site/building, whichever is later, in accordance with the phasing if any, as indicated in the Tender Document.

**Scope and Performance**

- 3. Where the context so requires, words imparting the singular only also include the plural and vice versa. Any reference to masculine gender shall whenever required include feminine gender and vice versa.
- 4. Headings and Marginal notes to these General Conditions of Contract shall not be deemed to form part thereof or be taken into consideration in the interpretation or construction thereof or of the contract.
- 5. The contractor shall be furnished, free of cost one certified copy of the contract documents except standard specifications, Schedule of Rates and such other printed and

published documents, as may be forming part of the tender papers. None of these documents shall be used for any purpose other than that of this contract.

**Works to be Carried out** 6.

The work to be carried out under the Contract shall, except as otherwise provided in these conditions, include all labour, materials, tools, plants, 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 descriptions given in the Schedule of Quantities (Schedule-A) shall, unless otherwise stated, be held to include wastage on materials, carriage and cartage, carrying and return of empties, hoisting, setting, fitting and fixing in position including works at all heights, leads, patterns and designs and all other labours necessary in and for the full and entire execution and completion of the work as aforesaid in accordance with good practice and recognised principles.

**Sufficiency of Tender** 7.

The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for 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 and maintenance of the works.

**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 preference to small scale drawing and figured dimensions in preference to scale and special conditions in preference to General Conditions.

8.1 In the case of discrepancy between the Schedule of Quantities, the Specifications and/or the Drawings, the following order of preference shall be observed:-

- i) Description of nomenclature of items of Schedule of Quantities.
- ii) Particular Specifications and special Condition , if any
- iii) Drawings
- iv) C.P.W.D. Specifications
- v) Indian Standard Specifications of Bureau of Indian Standard.

8.2 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 and his decision shall be final and binding on the contractor.



8.3 Any error in description, quantity or rate in Schedule of Quantities or any omission therefrom shall not vitiate the Contract or relieve 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 the contract.

**Signing of Contract**

9. The successful tenderer/contractor, on acceptance of his tender by the Accepting Authority, shall, within 5 days from the stipulated date of start of the work sign the contract together with any correspondence leading thereto consisting of the following :

- Technical Bid;
- Detailed Notice Inviting Tender (NIT);
- Tender, Proforma Work Order & Agreement;
- General Rules & Directions;
- Conditions of Contract;
- Clauses of Contract;
- Special Conditions;
- Additional Conditions;
- Schedules (A to F);
- Safety Code;
- Model Rules;
- Contractor's Labour Regulations;
- Proforma of Registers;
- Schedule of Quantities - (Civil Works, Electrical Works & Fire Fighting work);
- Specifications;
- Appendix (~~Proforma for Cement Register, Sketch of Cement Godown & Sketch of Site Office~~);
- Forms;
- Addenda, if any;
- Proceedings of Pre-bid Conference, if any;
- Drawing, if any &

No payment for the work done will be made unless contract is signed by the contractor.

## **CLAUSES OF CONTRACT**

### **CLAUSE 1**

#### **Performance Guarantee**

- i) The contractor shall submit an irrevocable PERFORMANCE GUARANTEE of 5% (Five percent) of the tendered amount in addition to other deposits mentioned elsewhere in the contract for his proper performance of the contract agreement, (not withstanding and / or without prejudice to any other provisions in the contract) within period specified in Schedule 'F' from the date of issuance of letter of indent. This period can be further extended by the Project Manager, Ed.CIL upto a maximum period as specified in Schedule 'F' on written request of the contractor stating the reason for delays in procuring the Performance Guarantee, to the satisfaction of the Ed.CIL. This guarantee shall be in the shape of Demand Draft/Pay Order drawn in favour of EdCIL (India) Limited payable at Delhi/Noida and issued by any Scheduled Bank or in shape of Bank Guarantee bond of any Nationalized Bank in accordance with the form annexed hereto. In case Demand Draft/Pay Order/ Bank Guarantees is furnished by the contractor to the Ed.CIL as part of the performance guarantee and the Bank is unable to make payment against the said Demand Draft/Pay Order/Bank Guarantees, the loss caused thereby shall fall on the contractor and the contractor shall forthwith on demand furnish additional security to the Ed.CIL to make good the deficit.
- ii) A letter of intent shall be issued in the first instance informing the successful tenderer of the decision of the competent authority to accept his tender and the Work Order shall be issued only after the Performance Guarantee in any of the prescribed form is received. In case of failure by the contractor to furnish the performance guarantee within the specified period, Ed.CIL shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the earnest money absolutely.
- iii) The Performance Guarantee shall be initially valid upto the stipulated date of completion plus 30 days beyond that. In case the time for completion of work gets enlarged, the contractor shall get the validity of Performance Guarantee extended to cover such enlarged time for completion of work. After recording of the completion certificate for the work by the

competent authority, the Performance Guarantee shall be returned to the contractor, without any interest.

- iv) The Ed.CIL shall not make a claim under the performance guarantee except for amounts to which Ed.CIL is entitled under the contract (not withstanding and/or without prejudice to any other provisions in the contract agreement) in the event of:
  - a) Failure by the contractor to extend the validity of the Performance Guarantee as described herein above, in which event the Ed.CIL may claim the full amount of the Performance Guarantee.
  - b) Failure by the contractor to pay Ed.CIL any amount due, either as agreed by the contractor or determined under any of the Clauses/ Conditions of the agreement, within 30 days of the service of notice to this effect by Ed.CIL.
- v) In the event of the contract being determined or rescinded under provisions of any of the clause/ condition of the agreement, the Performance Guarantee shall stand forfeited in full and shall be absolutely at the disposal of the Ed.CIL.

#### **CLAUSE 1 A**

##### **Recovery of Security Deposit**

The person / persons whose tender(s) may be accepted (hereinafter called the contractor) shall permit Ed.CIL at the time of making any payment to him for work done under the contract to deduct a sum at the rate of 5% of the gross amount of each running bill till the sum alongwith the sum already deposited as earnest money, will amount to security deposit of 5% of the tendered value of the work. Earnest money shall be adjusted first in the security deposit and further recovery of security deposit shall commence only when the upto date amount of security deposit starts exceeding the earnest money. Such deductions will be made and held by Ed.CIL by way of Security Deposit unless he/ they has /have deposited the amount of Security at the rate mentioned above in the shape of Demand Draft/Pay Order drawn in favour of EdCIL (India) Limited payable at Delhi/Noida and issued by any Scheduled Bank. In case Demand Draft/Pay Order/Bank Guarantee is furnished by the contractor to the Ed.CIL as part of the security deposit and the Bank is unable to make payment against the said Demand

Draft/Pay Order/Bank Guarantee, the loss caused thereby shall fall on the contractor and the contractor shall forthwith on demand furnish additional security to the Ed.CIL to make good the deficit.

All compensations or the other sums of money payable by the contractor under the terms of this contract may be deducted from, said security deposit or from any sums which may be due to or may become due to the contractor by Ed.CIL on any account whatsoever and in the event of his Security Deposit being reduced by reason of any such deductions, the contractor shall within 10 days make good in the shape of Demand Draft/Pay Order drawn in favour of EdCIL (India) Limited payable at Delhi/Noida and issued by any Scheduled Bank.

The security deposit shall be collected from the running bills of the contractor at the rates mentioned above and the Earnest Money if deposited in cash or in the shape of Demand Draft/Pay Order drawn in favour of EdCIL (India) Limited payable at Delhi/Noida and issued by any Scheduled Bank or in the shape of irrevocable Bank Guarantee bond of any Nationalized Bank in accordance with form prescribed, at the time of tenders will be treated a part of the Security Deposit.

The security deposited as deducted above can be released against Bank Guarantee bond of an equivalent amount issued by a Nationalized Bank, on its accumulations to a minimum amount of Rs. 1.5 lakhs subject to the condition that amount of such Bank Guarantee, except last one, shall not be less than Rs. 1.5 lakhs. Provided further that the validity of bank guarantee including the one given against the earnest money shall be in conformity with provisions contained in clause-17 which shall be extended from time to time depending upon extension of contract granted under provisions of clause-2 and clause-5.

The Security Deposit shall not bear any interest.

Note 1: Government papers tendered as security will be taken at 5% (five percent) below its market price or at its face value, whichever is less. The market price of Government paper would be ascertained by the Divisional Officer at the time of collection of interest and the amount of interest to the extent of deficiency in value of the Government paper will be withheld if necessary.

Note 2: Government Securities will include all forms of securities mentioned in Rule No. 274 of the GF Rules except fidelity bond. This will be subject to the observance of the condition mentioned under the rule against each form of security.

Note 3: Note 1 & 2 above shall be applicable for both Clause 1 & 1A.

## CLAUSE 2

### Compensation for Delay

If the contractor fails to maintain the required progress in terms of Clause 5 of Clauses of Contract or to complete the work and clear the site on or before the contract or extended date of completion, he shall, without prejudice to any other right or remedy available under the law to the Ed.CIL on account of such breach, pay as agreed compensation the amount calculated at the rates stipulated below as the Ed.CIL (whose decision in writing shall be final and binding) may decide on the amount of tendered value of the work for every completed day / month (as applicable) that the progress remains below that specified in Clause 5 of Clauses of Contract or that the work remains incomplete.

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

Compensation for delay of work	@1.5% per month of delay to be computed on per day basis.
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Provided always that the total amount of compensation for delay to be paid under this condition shall not exceed 10% of the Tendered Value of work or to the Tendered Value of the item or group of items of work for which a separate period of completion is originally given.

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

In case, the contractor does not achieve a particular milestone mentioned in Schedule-F, or the rescheduled milestone(s) in terms of Clause 5.4, the amount shown against that milestone shall be with-held, to be adjusted against the final grant of Extension of Time, to be decided on completion of work. With-holding of this amount on failure to achieve a milestone, shall be automatic without any notice to the contractor. However, if the contractor catches up with the progress of work on the subsequent milestone(s), the with-held amount shall be released. In case the contractor fails to make up for the delay in subsequent milestone(s), amount mentioned against each milestone missed subsequently also shall be with-held. However, no interest, whatsoever, shall be payable on such with-held amount.

#### **CLAUSE 2 A**

**Incentive for early completion**

In case, the contractor completes the work ahead of scheduled completion time, a bonus @ 1% (one percent) of the tendered value per day computed on per day basis, shall be payable to the contractor, subject to a maximum of 5% (five percent) of the tendered value. The amount of bonus, if payable, shall be paid along with final bill after completion of work.

#### **CLAUSE 3**

**When Contract Can Be Determined**

Subject to other provisions contained in this clause, the CMD may, without prejudice to his any other rights or remedy against the contractor in respect of any delay, inferior workmanship, any claims for damages and/or any other provisions of this contract or otherwise, and whether the date of completion has or has not elapsed, by notice in writing absolutely determine the contract in any of the following cases:

- i) If the contractor having been given by the Resident Engineer, Ed.CIL a notice in writing to rectify, reconstruct or replace any defective work or that the work is being performed in an inefficient or otherwise improper or unworkmanlike manner shall omit to comply with the requirement of such notice for a period of seven days thereafter.

- ii) If the contractor has, without reasonable cause, suspended the progress of the work or has failed to proceed with the work with due diligence so that in the opinion of the Resident Engineer, Ed.CIL (which shall be final and binding) he will be unable to secure completion of the work by the date for completion and continues to do so after a notice in writing of seven days from the Resident Engineer, Ed.CIL.
- iii) If the contractor fails to complete the work within the stipulated date or items of work with individual date of completion, if any stipulated on or before such date(s) of completion and does not complete them within the period specified in a notice given in writing in that behalf by the Resident Engineer, Ed.CIL.
- iv) If the contractor persistently neglects to carry out his obligations under the contract and/or commits default in complying with any of the terms and conditions 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 Resident Engineer, Ed.CIL.
- v) If the contractor shall offer or give or agree to give any person in EdCIL service or to any other person on his behalf any gift or consideration of any kind 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 EdCIL.
- vi) If the contractor shall enter into a contract with EdCIL 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 term of payment thereof have been previously disclosed in writing to the CMD, EdCIL.
- vii) If the contractor shall obtain a contract with EdCIL as a result of wrong tendering or other non-bonafide methods of competitive tendering.

- viii) If the contractor being an individual, or if a firm, any partner thereof shall at any time be adjudged insolvent or have a receiving order or order for administration of his estate made against him or 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 or make any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors or purport so to do, or if any application be made 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 creditors.
- ix) If the contractor being a Company shall pass a resolution or the court shall make an order that the company shall be wound up or if a receiver or a manager on behalf of a creditor shall be appointed or if circumstances shall arise which entitle the court or the creditor to appoint a receiver or a manager or which entitle the court to make a winding up order.
- x) If the contractor shall suffer an execution being levied on his goods and allow it to be continued for a period of 21 days.
- xi) If the contractor assigns, transfers, sublets (engagement of labour on a piece-work basis or of labour with materials not be incorporated in the work, shall not be deemed to be subletting) or otherwise parts or attempts to assign, transfer, sublet or otherwise parts with the entire works or any portion thereof without the prior written approvals of the CMD, EdCIL or authorized representative of EdCIL .

When the contractor has made himself liable for action under any of the cases aforesaid, the Ed.CIL on behalf of the Owner shall have powers:

- a) To determine or rescind the contract as aforesaid (of which termination notice in writing to the contractor under the hand of CMD, Ed.CIL shall be conclusive evidence). Upon such determination the Earnest Money Deposit, Security Deposit already recovered and Performance Guarantee under the contract shall be liable to be forfeited and shall be absolutely at the disposal of the Ed.CIL.
- b) After giving notice to the contractor to measure up the



work of the contractor and to take such whole, or the balance or part thereof, as shall be un-executed out of his hands and to give it to another contractor to complete the work. The contractor, whose contract is determined or rescinded as above, shall not be allowed to participate in the tendering process for the balance work.

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

**CLAUSE 3A**

In case, the work cannot be started due to reasons not within the control of the contractor within 1/8th of the stipulated time for completion of work, either party may close the contract. In such eventuality, the Earnest Money Deposit and the Performance Guarantee of the contractor shall be refunded but no payment on account of interest, loss of profit or damages etc. shall be payable at all.

**Contractor  
liable to pay  
Compensation  
even if action  
not taken  
under  
Clause 3**

**CLAUSE 4**

In any case in which any of the powers conferred upon the Resident Engineer, Ed.CIL by Clause-3 of Clauses of Contract thereof, shall have become exercisable and the same are not exercised, the non exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall notwithstanding be exercisable in the event of any future case of default by the contractor and the liability of the contractor for compensation shall remain unaffected. In the event of the Resident Engineer, Ed.CIL putting in force all or any of the powers vested in him under the preceding clause he may, if he so desires after giving a notice in writing to the contractor, take possession of (or at the sole discretion of the Resident Engineer, Ed.CIL which shall be final and binding on the contractor) use as on hire (the amount of the hire money being also in the final

determination of the Resident Engineer, Ed.CIL) all or any tools, plant, materials and stores in or upon the works, or the site thereof belonging to the contractor, or procured by the contractor and intended to be used for the execution of the work/or any part thereof, paying or allowing for the same in account at the contract rates or, in the case of these not being applicable, at current market rates to be certified by the Resident Engineer, Ed.CIL, whose certificate thereof shall be final, and binding on the contractor, otherwise the Resident Engineer, Ed.CIL by notice in writing may order the contractor or his Engineer, foreman or other authorized agent to remove such tools, plant, materials, or stores from the premises (within a time to be specified in such notice) in the event of the contractor failing to comply with any such requisition, the Resident Engineer, Ed.CIL may remove them at the contractor's expense or sell them by auction or private sale on account of the contractor and his risk in all respects and the certificate of the Resident Engineer, Ed.CIL as to the expenses of any such removal and the amount of the proceeds and expenses of any such sale shall be final and conclusive against the contractor.

## **CLAUSE 5**

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

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 the essence of the Contract. The execution of the works shall commence in such time period as mentioned in Schedule 'F' or from the date of the handing over of the site/building whichever is later. If the Contractor commits default in commencing the execution of the work as aforesaid, Ed.CIL shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the earnest money & Performance Guarantee absolutely.

- 5.1 As soon as possible after the Contract is concluded the Contractor shall submit a Time and Progress Chart for each mile stone and get it approved by the Ed.CIL. The Chart shall be prepared in direct relation to the time stated in the Contract documents for completion of items of the works. It shall indicate the forecast of the dates of commencement and completion of various trades of sections of the work and may be amended as necessary by agreement between the Resident Engineer, Ed.CIL and the Contractor within the limitations of time imposed in the Contract documents, and further to 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 for which a separate programme has been agreed upon) complete the work as per milestones given in Schedule 'F'.

**5.2 If the work(s) be delayed by:-**

- i) force majeure, or
- ii) abnormally bad weather, or
- iii) serious loss or damage by fire, or
- iv) civil commotion, local commotion of workmen, strike or lockout, affecting any of the trades employed on the work, or
- v) delay on the part of other contractors or tradesmen engaged by Resident Engineer, Ed.CIL in executing work not forming part of the Contract, or
- vi) any other cause which, in the absolute discretion of the authority mentioned in Schedule 'F' 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 Resident Engineer, Ed.CIL but shall nevertheless use constantly his best endeavors to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the Resident Engineer, Ed.CIL to proceed with the works.

5.3 Request for rescheduling of Mile stones and 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 on the prescribed form the Resident Engineer . The Contractor may also, if practicable, indicate in such a request the period for which extension is desired.

5.4 If any such case the authority mentioned in Schedule 'F' may give a fair and reasonable extension of time and reschedule the mile stones for completion of work. Such extension shall be communicated to the Contractor by the Resident Engineer, Ed.CIL in writing, within 3 months of the date of receipt of such request. Non application by the contractor for extension of time shall not be a bar for giving a fair and reasonable extension by the Resident Engineer, Ed.CIL and this shall be binding on the contractor.

**CLAUSE 6**

**Measurement of Work Done**

Resident Engineer, Ed.CIL shall, except as otherwise provided, ascertain and determine by measurement the value in accordance with the contract of work done.

In consequence to the provisions of Condition No. 13.1 of Special Conditions; all measurement of all items having financial value shall be entered in Measurement Book and/or level field book so that a complete record is obtained of all works performed under the contract.

All measurements and levels shall be taken jointly by the Resident Engineer, Ed.CIL or his authorised representative and by the contractor or his authorised representative from time to time during the progress of the work and such measurements shall be signed and dated by the Resident Engineer, Ed.CIL and the contractor or their representatives in token of their acceptance. If the contractor objects to any of the measurements recorded, a note shall be made to that effect with reason and signed by both the parties.

If for any reason the contractor or his authorised representative is not available and the work of recording measurements is suspended by the Resident Engineer, Ed.CIL or his representative, Resident Engineer, Ed.CIL and the Ed.CIL shall not entertain any claim from contractor for any loss or damages on this account.

If the contractor or his authorised representative does not remain present at the time of such measurements after the contractor or his authorised representative has been given a notice in writing three (3) days in advance or fails to countersign or to record objection within a week from the date of the measurement, then such measurements recorded in his absence by the Resident Engineer, Ed.CIL or his representative shall be deemed to be accepted by the Contractor.

The contractor shall, without extra charge, provide all assistance with every appliance, labour and other things necessary for measurements and recording levels.

Except where any general or detailed description of the work expressly shows to the contrary, measurements shall be taken in accordance with the procedure set forth in the specifications notwithstanding any provision in the relevant Standard Method of measurement or any general local custom. In the case of item which are not covered by specifications, measurements shall be taken in accordance with the relevant standard method of measurement issued by the Bureau of Indian Standards and if for any item no such standard is available then a mutually agreed method shall be followed.

The contractor shall give not less than seven days' notice to the Resident Engineer, Ed.CIL or his authorised representative in-charge of the work before covering up or otherwise placing beyond the reach of measurement any work in order that the same may be measured and correct dimensions thereof be taken before the same is covered up or placed beyond the reach of measurement and shall not cover up and place beyond reach of measurement any work without consent in writing of the Resident Engineer, Ed.CIL or his authorised representative in-charge of the work, who shall within the aforesaid period of seven days inspect the work, and if any work shall be covered up or placed beyond the reach of measurements without such notice having been given or the Resident Engineer, Ed.CIL's consent being obtained in writing the same shall be uncovered at the Contractor's expense, or in default thereof no payment or allowance shall be made for such work the materials with which the same was executed.

Resident Engineer, Ed.CIL or his authorised representative may cause either themselves or through another officer of the Ed.CIL to check the measurements recorded jointly or otherwise as aforesaid and all provisions stipulated herein above shall be applicable to such checking of measurements or levels.

It is also a term of this contract that recording of measurements of any item of work in the measurement book and/or its payment in the interim, on account of final bill shall not be considered as conclusive evidence as to the sufficiency of any work or material to which it relates nor shall it relieve the contractor from liabilities from any over measurement or defects noticed till completion of the defects liability period.

**CLAUSE- 6A**

**Computerized  
Measurement  
Book**

Resident Engineer shall, except as otherwise provided, ascertain and determine by measurement the value of work done in accordance with the contract.

All measurements of all items having financial value shall be entered by the contractor and compiled in the shape of the Computerized Measurement Book having page of A-4 size as per the format of the department so that a complete record is obtained of all the items of works performed under the contract.

All such measurements and levels recoded by the contractor or his authorized representative from time to time, during the progress of the work, shall be got checked by the contractor from the Resident Engineer or his authorized representative as per interval or program fixed in consultation with Resident Engineer or his authorized representative. After the necessary corrections made by the Resident Engineer, the measurement sheets shall be returned to the contractor for incorporating the corrections and for resubmission to the Resident Engineer for dated signatures by the Engineer and the contractor or their representative in token of their acceptance.

Whenever bill is due for payment, the contractor would initially submit draft computerized measurement sheets and these measurements would be got checked/test checked from the Resident Engineer and/or his authorized representative. The contractor will thereafter, incorporate such changes as may be done during these checks/test checks in his draft computerized measurements, and submit to the department a computerized measurement book, duly bound, and with its pages machine numbered. The Resident Engineer and/or his authorized representative would thereafter check this MB, and record the necessary certificates for their check/test checks.

The final, fair computerized measurement book given by the contractor, duly bound, with its pages machine numbered, should be 100% correct, and no cutting or over-writing in the measurements would thereafter be allowed. If at all any error is noticed, the contractor shall have to submit a fresh computerized MB with its pages duly machine numbered and bound, after getting the earlier MB cancelled by the Resident Engineer.

Thereafter, the MB shall be taken in the Project Manager records, and allotted a number as per the Register of Computerized MBs. This should be done before the corresponding bill is submitted to the Project Manager for payment. The contractor shall submit two spare copies of such computerized MB's for the purpose of reference and record of EdCIL.

The contractor shall also submit to the EdCIL separately his computerized Abstract of Cost and the bill based on these measurements, duly bound, and its pages machine numbered alongwith two spare copies of the bill. Thereafter, this will be processed by the EdCIL office and allotted a number as per the computerized record in the same way as done for the measurement book meant for measurements.

The contractor shall, without extra charges, provide all assistance with every appliance, labour and other things necessary for checking of measurements/levels by the Resident Engineer or his representatives.

Except where any general or detailed description of the work expressly shows to the contrary, measurements shall be taken in accordance with the procedure set forth in the specifications 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 specifications, measurement shall be taken in accordance with the relevant standard method of measurement issued by the Bureau of Indian Standards and if for any item no such standard is available then a mutually agreed method shall be followed.

The contractor shall give not less than seven days notice to the Resident Engineer or his authorized representative in charge of the work before covering up or otherwise placing beyond the reach of checking and/or test checked and correct dimensions thereof be taken before the same is covered up or placed beyond the reach of checking and /or test checking measurements and shall not cover up and place beyond reach of measurement any work without consent in writing of the Resident Engineer or his authorized representative in-charge of the work who shall within the aforesaid period of seven days inspect the work, and if any work shall be covered up or placed beyond the reach of checking and /or test checking measurements without such notice having been given or the Resident Engineer's consent being obtained in writing the same shall be uncovered at the Contractor's expenses, or in default thereof no payment or allowance shall be made for such work or the materials with which the same was executed.

Engineer-in-charge or his authorized representative may cause either themselves or through another officer of the department to check the measurement recorded by contractor and all provisions stipulated herein above shall be applicable to such checking of measurements or levels.

It is also a term of this contract that checking and/or test checking the measurements of any item of work in the measurement book and/or its payment in the interim, on account of final bill shall be considered as conclusive evidence as to the sufficiency of any work or material to which it relates nor shall it relieve the contractor from liabilities from any over measurement or defects noticed till completion of the defects liability period.

## CLAUSE 7

### **Payment on Intermediate Certificate to be Regarded as Advances**

The interim or running account bills shall be submitted by the contractor for the work executed on the basis of such recorded measurements on the format of the Ed.CIL in triplicate on or before the date of every month fixed for the same by the Resident Engineer, Ed.CIL. The contractor shall not be entitled to be paid any such interim payment if the gross work done together with net payment/adjustment of advances for material collected, if any, since the last such payment is less than the amount specified in Schedule 'F', in which case the interim bill shall be prepared on the appointed date of the month after the requisite progress is achieved. Resident Engineer, Ed.CIL shall arrange to have the bill verified by taking or causing to be taken, where necessary, the requisite measurements of the work. In the event of the failure of the contractor to submit the bills, Resident Engineer, Ed.CIL shall prepare or cause to be prepared such bills in which event no claims whatsoever due to delays on payment including that of interest shall be payable to the contractor. Payment on account of amount admissible shall be made by the Resident Engineer, Ed.CIL certifying the sum to which the contractor is considered entitled by way of interim payment at such rates as decided by the Resident Engineer, Ed.CIL. The amount admissible shall be paid by Fifteen (15) working days after the day of presentation of the bill by the Contractor to the Resident Engineer, Ed.CIL or his authorized representative together with the account of the dismantled materials, if any. ~~In the case of works outside the Headquarters of the Resident Engineer, Ed.CIL the period of Thirty (30) working days will be extended to Thirty Seven (37) working days.~~

All such interim payments shall be regarded as payment by way of advances against final payment only and shall not preclude the requiring of bad, unsound and imperfect or unskilled work to be rejected, removed, taken away and reconstructed or re-erected. Any certificate given by the Resident Engineer, Ed.CIL relating to the work done or materials delivered forming part of such payment, may be modified or corrected by any subsequent such certificate(s) or by the final certificate and shall not by itself be conclusive evidence that any work or



accordance with the contract and specifications. Any such interim payment, or any part thereof shall not in any respect conclude, determine or affect in any way powers of the Resident Engineer, Ed.CIL under the contract or any of such payments be treated as final settlement and adjustment of accounts or in any way vary or affect the contract.

Pending consideration of extension of date of completion interim payments shall continue to be made as herein provided, without prejudice to the right of Ed.CIL to take action under the terms of this contract for delay in the completion of work, if the extension of date of completion is not granted by the competent authority.

- a) Ed.CIL, on request of the contractor, whose decision shall be final and binding, may release an amount upto 75% of the amount of initial scrutiny as far as admissible within 15 days of the receipt of contractors running account bill.

The balance amount of the bill shall be released within 10 days of the release of initial scrutiny amount.

- b) The gross work to be done together with net payment/ adjustment of advances for material collected, if any, since the last such payment for being eligible to interim payment shall continue to be Rs. 15.00 lakhs as stipulated in Clause-7, Schedule : F, Volume-I of the tender document, without any change.
- c) Interest on account of delay in payments by Ed.CIL/CRB&CRO, if any, is not payable to the contractor.

The Ed.CIL in his sole discretion on the basis of a certificate from the Resident Engineer to the effect that the work has been completed upto the level in question make interim advance payments without detailed measurements for work done (other than foundations, items to be covered under finishing items upto lintel level (including sunshade etc.) and slab level, for each floor working out at 75% of the assessed value. The advance payments so allowed shall be adjusted in the subsequent interim bill by taking detailed measurements thereof.

**Payments in composite Contracts**

In case of composite tenders, running payment for the major component shall be made by EdCIL of major discipline to the main contractor. Running payment for minor component shall be made by the Resident Engineer of the discipline of minor component directly to the main contractor.

In case main contractor fails to make the payment to the contractor associated by him within 15 days of receipt of each running account payment when on the written complaint of contractor associated for such minor component, Engineer in charge of minor component shall serve the show cause to the main contractor and if reply of main contractor either not received or found unsatisfactory, he may make the payment directly to the contractor associated for minor component as per the terms and conditions of the agreement drawn between main contractor and associate contractor fixed by him. Such payment made to the associate contractor shall be recovered by Engineer-in-charge of major or minor component from the next R/A/ final bill due to main contractor as the case may be.

**CLAUSE 8**

**Completion Certificate and Completion Plans**

Within ten days of the completion of the work, the contractor shall give notice of such completion to the Resident Engineer, Ed.CIL and within thirty days of the receipt of such notice the Resident Engineer, Ed.CIL shall inspect the work and if there is no defect in the work shall premises on which the work shall be executed all scaffolding, surplus materials, rubbish and all huts and sanitary arrangements required for his/their work people on the site in connection with the execution of the works as shall have been erected or constructed by the contractor(s) and cleaned off the dirt from all wood work, doors, windows, walls, floor or other parts of the building, in, upon, or about which the work is to be executed or of which he may have had possession for the purpose of the execution thereof, and not until the work shall have been measured by the Resident Engineer, Ed.CIL or his authorized representative. If the contractor shall fail to comply with the requirements of this Clause as to removal of scaffolding, surplus materials and rubbish and all huts and sanitary arrangements as aforesaid and cleaning off

dirt on or before the date fixed for the completion of work, the Resident Engineer, Ed.CIL may at the expense of the contractor remove such scaffolding, surplus materials and rubbish etc., and dispose of the same as he thinks fit and clean off such dirt as aforesaid, and the contractor shall have no claim in respect of scaffolding or surplus materials as aforesaid except for any sum actually realised by the sale thereof.

**CLAUSE- 8 A**

**Contractor to  
Keep Site  
Clean**

The splashes and droppings from white washing, colour washing, painting etc., on walls, floor, windows, etc. shall be removed and the surface cleaned simultaneously with the completion of these items of work in the individual rooms, quarters or premises etc. where the work is done without waiting for the actual completion of all the other items of work in the contract. In case the contractor fails to comply with the requirements of this clause, the Resident Engineer, Ed.CIL shall have the right to get this work done at the cost of the contractor either departmentally or through any other agency. Before taking such action, the Resident Engineer, Ed.CIL shall give ten days notice in writing to the contractor.

**CLAUSE 8 B**

**Completion  
Plans to be  
Submitted  
by the  
Contractor**

The contractor shall submit a set of completion plan/drawings alongwith tracing, showing the following:

- i) Storm Water Drainage system showing alignment & gradients.
- ii) Sewer lines with location of manholes, diameter of pipes and their invert level.
- iii) All internal and external water supply lines with diameters in different colours.
- iv) The layout of all electrical conduits and cabling.
- v) Earthing system.
- vi) External lighting and street lighting.
- vii) Electrical systems.
- viii) Fire Fighting & Fire Alarm System

The completion drawing should comply with General Specifications for Electrical Works : Part-I (Internal) 2005 ; Part-II (External) 1994; Part-III (Lifts & Escalators) 2003; Part-IV (Sub-stations) 2007; Part-V (Water Riser & Sprinkler System) 2006; Part-VII (DG sets) 2006, relevant Indian Standard Code of Practice for Fire Safety and Indian Electricity Rules 1956, & as per bye-law laid down by local Electricity Department and Indian Electricity Act-1910 *as amended upto date* as applicable within thirty days of the completion of the work.

In case, the contractor fails to submit the completion plan as aforesaid, he shall be liable to pay a sum equivalent to 2.5% of the value of the work subject to a ceiling of Rs. 5,00,000/- (Rupees Five Lakhs only) as may be fixed by the Ed.CIL and in this respect the decision of the Ed.CIL shall be final and binding on the contractor.

**CLAUSE 9**  
**Payment of**  
**Final Bill**

The final bill shall be submitted by the contractor in the same manner as specified in interim bills within three months of physical completion of the work or within one month of the date of the final certificate of completion furnished by the Resident Engineer, Ed.CIL whichever is earlier. 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. Payments of those items of the bill in respect of which there is no dispute and of items in dispute, for quantities and rates as approved by Resident Engineer, Ed.CIL, will, as far as possible be made within the period specified hereinunder, the period being reckoned from the date of receipt of the bill by the Resident Engineer, Ed.CIL or his authorised representative complete with accounts of dismantle materials, if any.

- i) ~~If the Tendered value of work is upto Rs.15 lakhs : 3 Months~~
- ii) If the Tendered value of work exceeds Rs. 15 lakhs: 6 Months

## **CLAUSE 9 A**

### **Payment of Contract or's Bill to Banks**

Payments due to the contractor may, if so desired by him, be made to his bank instead of direct to him provided that the contractor furnishes to the Resident Engineer/Ed.CIL (i) an authorisation in the form of a legally valid document such as a power of attorney conferring authority on the bank to receive payments and (ii) his own acceptance of the correctness of the amount made out as being due to him by Ed.CIL or his signature on the bill or other claim preferred against Ed.CIL before settlement by the Resident Engineer, Ed.CIL of the account or claim by payment to the bank. While the receipt given by such banks shall constitute a full and sufficient discharge for the payment, the contractor shall wherever possible present his bills duly received and discharged through his banker.

Nothing herein contained shall operate to create in favour of the bank any rights or equities vis-a-vis the Ed.CIL.

## **CLAUSE 10**

### **Materials supplied by Ed.CIL**

Materials which Contractor will supply are shown in schedule 'B' which also stipulates quantum, place of issue and rate(s) to be charged in respect thereof. The contractor shall be bound to procure them from the Resident Engineer, Ed.CIL.

As soon as the work is awarded, the contractor shall finalise the programmes for the completion of work as per clause 5 of this contract and shall give his estimates of materials required on the basis of drawings/or schedule of quantities of the work. The Contractor shall give in writing his requirement to the Resident Engineer, Ed.CIL which shall be issued to him keeping in view the progress of work as assessed by the Resident Engineer, Ed.CIL in accordance with the agreed phased programme of work indicating monthly requirements of various materials. The contractor shall place his indent in writing for issue of such materials at least 7 days in advance of his requirement.

Such materials shall be supplied for the purpose of the contract only and the value of the materials so supplied at the rates specified in the aforesaid schedule shall be set off or deducted, as and when materials are consumed in items of work

(including normal wastage) for which payment is being made to the contractor, from any sum then due or which may therefore become due to the contractor under the contract or otherwise or from the security deposit. At the time of submission of bills the contractor shall certify that balance of materials supplied is available at site in original good condition.

**CLAUSE 10 A**

**Material to be provided by the Contractor**

The contractor shall, at his own expense, provide all materials, required for the works.

The contractor shall, at his own expense and without delay, supply to the Resident Engineer, Ed.CIL samples of materials to be used on the work and shall get these approved in advance. All such materials to be provided by the Contractor shall be in conformity with the specifications laid down or referred to in the contract. The contractor shall, if requested by the Resident Engineer, Ed.CIL furnish proof, to the satisfaction of the Resident Engineer, Ed.CIL that the materials so comply. The Resident Engineer, Ed.CIL shall within thirty days of supply of samples or within such further period as he may require intimate to the Contractor in writing whether samples are approved by him or not. If samples are not approved, the Contractor shall forthwith arrange to supply to the Resident Engineer, Ed.CIL for his approval fresh samples complying with the specifications laid down in the contract. When materials are required to be tested in accordance with specifications, approval of the Resident Engineer, Ed.CIL shall be issued after the test results are received.

The Contractor shall at his risk and cost submit the samples of materials to be tested or analysed and shall not make use of or incorporate in the work any materials represented by the samples until the required tests or analysis have been made and materials finally accepted by the Resident Engineer, Ed.CIL. The Contractor shall not be eligible for any claim or compensation either arising out of any delay in the work or due to any corrective measures required to be taken on account of and as a result of testing of materials.

The Contractor shall, at his risk and cost, make all arrangements and shall provide all facilities as the Resident Engineer, Ed.CIL may require for collecting, and preparing the required number of samples for such tests at such time and to such place or places as may be directed by the Resident Engineer, Ed.CIL and bear all charges and cost of testing unless specifically provided for otherwise elsewhere in the contract or specifications. The Resident Engineer, Ed.CIL or his authorised representative shall at all times have access to the works and to all workshops and places where work is being prepared or from where materials, manufactured articles or machinery are being obtained for the works and the contractor shall afford every facility and every assistance in obtaining the right to such access.

The Resident Engineer, Ed.CIL shall have full powers to require the removal from the premises of all materials which in his opinion are not in accordance with the specifications and in case of default the Resident Engineer, Ed.CIL shall be at liberty to employ at the expense of the contractor, other persons to remove the same without being answerable or accountable for any loss or damage that may happen or arise to such materials. The Resident Engineer, Ed.CIL shall also have full powers to require other proper materials to be substituted thereof and in case of default the Resident Engineer, Ed.CIL may cause the same to be supplied and all costs which may attend such removal and substitution shall be borne by the Contractor.

The contractor shall at his own expenses, provide a material testing lab at the site for conducting routine field tests. The lab shall be equipped atleast with the testing equipment as specified in 'Special Conditions'

**CLAUSE 10 B**

**Secured  
Advance  
on Non-  
perishable  
Materials**

- i) The contractor, on signing an indenture in the form to be specified by the Ed.CIL shall be entitled to be paid during the progress of the execution of the work upto 75% of the assessed value of any materials which are in the opinion of the Resident Engineer, Ed.CIL

non-perishable, non-fragile and non-combustible and are in accordance with the contract and which have been brought on the site in connection there with and are adequately stored and/or protected against damage by weather or other causes but which have not at the time of advance been incorporated in the works. When materials of account of which an advance has been made under this sub-clause are incorporated in the work the amount of such advance shall be recovered/deducted from the next payment made under any of the clause or clauses of this contract.

Such secured advance shall also be payable on other items of perishable nature, fragile and combustible with the approval of the Resident Engineer, Ed.CIL provided the contractor provides a comprehensive insurance cover for the full cost of such materials. The decision of the Resident Engineer, Ed.CIL shall be final and binding on the contractor in this matter. No secured advance, shall however, be paid on high-risk materials such as ordinary glass, sand, petrol, diesel etc.

**Mobilisation  
Advance**

- ii) Mobilization advance not exceeding 10% of the tendered value may be given, if requested by the contractor in writing within 15 days of the order to commence the work. Such advance shall be in Two or More installments to be determined by the Ed.CIL at their sole discretion. The first installment of such advance shall be released by the Ed.CIL to the contractor on a request made by the contractor to the Project Manager, Ed.CIL in this behalf. The second and subsequent installments shall be released by the Ed.CIL only after the contractor furnishes a proof of the satisfactory utilization of the earlier installment to the entire satisfaction of the Project Manager, Ed.CIL.

Before any installment of advance is released, the contractor shall execute a Bank Guarantee Bond from Nationalized Bank for the amount of advance & valid for the contract period. This shall be kept renewed from time to time to cover the balance amount and likely period of complete recovery, together with interest.

Provided always that provision of Clause 10B (ii) shall be applicable only when so provided in 'Schedule F'.



**Plant,  
Machinery  
&  
Shuttering  
Material  
Advance**

- iii) An advance for plant, machinery & shuttering materials required for the work and brought to site by the Contractor may be given if requested by the contractor in writing within one month of bringing such plant and machinery to site. Such advance shall be given on such plant and machinery, which in the opinion of the Resident Engineer, Ed.CIL will add to the expeditious execution of work and improve the quality of work. The amount of advance shall be restricted to 5% of tender value. In the case of new plant and equipment to be purchased for the work the advance shall be restricted to 10% of the price of such new plant and equipment paid by the contractor for which the contractor shall produce evidence satisfactory to the Resident Engineer, Ed.CIL. In the case of second hand and used plants and equipment, the amount of such advance shall be limited to 50% of the depreciated value of plant and equipment as may be decided by the Resident Engineer, Ed.CIL. The contractor shall, if so required by the Resident Engineer, Ed.CIL, submit the statement of value of such old plant and equipment duly approved by a Registered Valuer recognized by the Central Board of Direct Taxes under the Income Tax Act, 1961. No such advance shall be paid on any plant and equipment of perishable nature and on any plant and equipment of a value less than Rs. 50,000. Seventy five per cent of such amount of advance shall be paid after the plant & equipment is brought to site and balance twenty five per cent on successful completion of the same.

Leasing of equipment shall be considered at par with purchase of equipment and shall be covered by tripartite agreement with the following:

- (i) Leasing company which gives certificate of agreeing to lease equipment to the contractor.
- (ii) Project Manager, Ed.CIL and
- (iii) The contractor.

This advance shall further be subject to the condition that such plant and equipment (a) are considered by the Resident Engineer, Ed.CIL to be necessary for the works; (b) and are in and are maintained in working order; (c) hypothecated to the Ed.CIL as specified by the Resident Engineer, Ed.CIL before the payment of advance is released. The contractor shall not be permitted to remove from the site such hypothecated plant and equipment without the prior written permission of the Resident Engineer, Ed.CIL. The contractor shall be responsible for maintaining such plant and equipment in good working order during the entire period of hypothecation failing which such advance shall be entirely recovered in lump sum. For this purpose steel scaffolding and form work shall be treated as plant and equipment.

The contractor shall insure the Plant & Machinery for which mobilisation advance is sought and given for a sum sufficient to provide for their replacement at site. Any amounts not recovered from the insurers will be borne by the contractor.

**Interest & Recovery**

- iv) The mobilisation advance and plant & machinery advance in (ii) above bear simple interest at the rate of 12 percent per annum and shall be calculated from the date of payment to the date of recovery, both days inclusive, on the outstanding amount of advance. Recovery of such sums advanced shall be made by the deduction from the contractor's bills commencing after first ten percent of the gross value of work is executed and paid, on pro-rata percentage basis to the gross value of the work billed beyond 10% in such a way that the entire advance is recovered by the time eighty per cent of the gross value of the contract is executed and paid, together with interest due on the entire outstanding amount upto the date of recovery of the installment.
- v) If the circumstances are considered reasonable by the Resident Engineer, Ed.CIL, the period mentioned in (ii) and (iii) for request by the contractor in writing for grant of mobilisation advance and plant and equipment advance may be extended in the discretion of the Ed.CIL.

**CLAUSE 10 C**

**Payment on Account of Increase in Prices/ Wages due to Statutory Order (s)**

If after submission of the tender the price of any material incorporated in the works (not being a material supplied from the Ed.CIL's/Owner's stores in accordance with Clause 10 of Clauses of Contract thereof) and/or wages of labour increases as a direct result of the coming into force of any fresh law, or statutory rule or order (but not due to any changes in sales tax) and such increase in the price and/or wages prevailing at the time of the last stipulated date for receipt of the tenders including extensions if any for the work, and the contractor thereupon necessarily and properly pays in respect of that material (incorporated in the works) such increased price and/or in respect of labour engaged on the execution of the work such increased wages, then the amount of the contract shall accordingly be varied. It is provided further that any such increase shall not be payable if such increase has become operative after the stipulated date of completion of the work in question.

If after submission of the tender, the price of any material incorporated in the works (not being a material supplied from the Ed.CIL's/Owner's stores in accordance with Clause 10 of Clauses of Contract thereof) and/or wages of labour is decreased as a direct result of the coming into force of any fresh law or statutory rules or order (but not due to any changes in sales tax) and such decrease in the prices and/or wages prevailing at the time of receipt of the tender for the work.

Ed.CIL shall in respect of ~~materials incorporated in the works (not being materials supplied from the Ed.CIL's/Owner's stores in accordance with Clause 10 of Clauses of Contract thereof) and/or~~ labour engaged on the execution of the work after the date of coming into force of such law statutory rule or order be entitled to deduct from the dues of the contractor such amount as shall be equivalent to the difference between the ~~prices of the materials and/or wages as prevailed at the time of the last stipulated date for receipt of tenders including extensions if any for the work and the prices of materials and/or wages of labour on the coming into force of such law, statutory rule or order.~~

The contractor shall, for the purpose of this condition, keep such books of account and other documents as are necessary to show the amount of any increase claimed or reduction available and shall allow inspection of the same by a duly authorized representative of the Resident Engineer, Ed.CIL and Engineer S&A, at the request of the Resident Engineer, Ed.CIL may require any documents so kept and such other information as the Resident Engineer, Ed.CIL may require.

The contractor shall, within a reasonable time of his becoming aware of any alteration in the ~~price of any such materials and/or wages of labour,~~ give notice thereof to the Resident Engineer, Ed.CIL stating that the same is given pursuant to this condition together with all information relating thereto which he may be in position to supply.

For this purpose the labour component of the work executed during any period shall be the percentage as specified in Schedule F, of the value of work done during that period.

**Clause 10 CA  
Payment  
due to  
variation in  
prices of  
materials  
after receipt  
of tender**

If after submission of the tender, the price of material specified in schedule F increases/decreases beyond the prices(s) prevailing at the time of the last stipulated date for receipt of tenders (including extension, if any) for the work, then the amount of the contract shall accordingly be varied and provided further that any such variation shall be effected for stipulated period of contract including the justified period extended under the provision of clause-5 of the contract without any action under clause 2.

However for work done during the justified period extended as above, it will be limited to indices prevailing at the time of stipulated date of completion or as prevailing for the period under consideration, whichever is less.

The increase/ decrease in prices of cement, steel reinforcement and structural steel shall be determined by price indices issued by the Project Manager, EdCIL. For other items provided in the Schedule 'F', this shall be determined by the All India Wholesale Price Indices of materials as published by Economic Advisor to Government of India, Ministry of Commerce and Industry and base price for cement, steel reinforcement and structural steel as issued under the authority Project Manager, EdCIL applicable for Delhi including Noida, Gurgaon, Faridabad & Ghaziabad and for other places as issued under the authority of Project Manager, EdCIL, and base price of other materials issued by concerned Project Manager as indicated in Schedule 'F' and valid on the last stipulated date of receipt of tender, including extension if any and for the period under consideration. In case, price index of a particular material is not issued by Ministry of Commerce and Industry, then the price index of nearest similar material as indicated in Schedule 'F' shall be followed.

The amount of the contract shall accordingly be varied for all such materials and will worked out a per the formula given below for individual materials :

$$V = P \times Q \times \frac{CI - C_{lo}}{C_{lo}}$$

Where,

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

P= Base Price of material as issued Project Manager, EdCIL as indicated in Schedule 'F' valid at the time of the last stipulated date of receipt of tender including extensions, if any,

Q= Quantity of material brought at site for bonafide use in the works since previous bill.

Cl<sub>o</sub>= Price index for cement, steel reinforcement bars and structural steel as issued Project Manager, EdCIL, as valid on the last stipulated date of receipt of tenders including extensions, if any. For other items, if any, provided in Schedule 'F', All India Wholesale Price Index for the material as published by the Economic Advisor to Government of India, Ministry of Industry and Commerce as valid on the last stipulated date of receipt of tenders including extensions, if any.

Cl= Price index for cement, steel reinforcement bars and structural steel as Project Manager, EdCIL for period under consideration. For other items, if any provided in Schedule 'F', All India Wholesale Price Index for the material for period under consideration as published by Economic Advisor to Government of India, Ministry of Industry and Commerce.

Note :

- i) In respect of the justified period extended under the provisions of clause 5 of the contract without any action under clause 2, the index prevailing at the time of stipulated date of completion or the prevailing index of the period under consideration, whichever is less, shall be considered.

Provided always that provisions of the preceding Clause 10.C shall not be applicable in respect of material covered in this clause.

- ii) If during progress of work or at the time of completion of work, it is noticed that any material brought at site is in excess of requirement, then amount of escalation if paid earlier on such excess quantity of material shall be recovered on the basis of cost indices as applied at the time of payment of escalation or as prevailing at the time of effecting recovery, whichever is higher.

## CLAUSE 10 (CC)

**Payment due to Increase/Decrease in Prices/Wages (excluding materials covered under clause 10CA) after Receipt of Tender for Works**

If the prices of materials (not being materials supplied or services rendered at fixed prices by the Ed.CIL in accordance with Clause 10 & 34 of Clauses of Contract thereof) and/or wages of labour required for execution of the work increase, the contractor shall be compensated for such increase as per provisions detailed below and the amount of the contract shall accordingly be varied, subject to the condition that such compensation for escalation in prices and wages shall be available only for the work done during the stipulated period of the contract including the justified period extended under the provisions of clause-5 of the contract without any action under clause-2. However, for the work done during the justified period extended as above, the compensation as detailed below will be limited to prices/wages prevailing at the time of stipulated date of completion or as prevailing for the period under consideration, whichever is less. No such compensation shall be payable for a work for which the stipulated period of completion is equal to or less than the time as specified in schedule-F. Such compensation for escalation in the prices of materials and labour, wherever, shall be worked out based on the following provisions:

- i) The base date for working out such escalation shall be the last stipulated date of receipt of tenders including extension, if any.
- ii) The cost of work on which the escalation will be payable shall be reckoned as below :
  - a) Gross value of work done upto this quarter : (A)
  - b) Gross value of work done upto the last quarter : (B)
  - c) Gross value of work done since previous quarter (A-B) : (C)
  - d) Full assessed value of Secured Advance (excluding materials covered under clause 10CA) fresh paid in this quarters : (D)

- e) Full assessed value of Secured Advance (excluding materials covered under clause 10CA) recovered in this quarter : (E)
- f) Full assessed value of Secured Advance for which escalation is payable in this quarter **(D-E)** : (F)
- g) Advance payment made during this quarter : (G)
- h) Advance payment recovered during this quarter : (H)
- i) Advance payment for which escalation is payable in this quarter, **(G-H)** : (I)
- j) Extra items paid as per Clause 11 based on prevailing market rates during this quarter : (J)
- Then,  $C = C + I + J$   
 $R = 0.8$
- k) Less cost of material supplied by the Ed.O.L as per Clause 11 and recovered during the quarter : (K)
- l) Less cost of services rendered at fixed charges as per Clause 34 and recovered during the quarter : (L)
- m) Less cost of Cement-Quantity of cement brought at site for bonafide use in the work during the quarter X Base Price of Cement
- n) Less Cost of reinforcement bars-  
 Quantity of reinforcement bars brought at site for bonafide use in the work during the quarter X Base Price of reinforcement bars.

	<p>o) Less cost of structural steel-Quantity of Structural steel- Quantity of Structural Steel brought at site for bonafide use in the work during the quarter X Base Price of Structural Steel. : (M)</p> <p>p) Less cost of other material covered under clause 10 CA-Quantity of such Materials/Materials brought at site for bonafide use in the work during the quarter covered under clause 10 CA X Base Price of such Material/Materials. : (O)</p> <p>Cost of work for which escalation is applicable:  <math>W=R-(K+L) - (M+N+O+P)</math></p> <p>iii) Components of materials (except cement, reinforcement bars, structural steel or others materials covered under Clause 10CA) labour , P.O.L etc. shall be pre-determined for every work and incorporated in the conditions of contract attached to the tender papers included in schedule 'I'. The decision of the Resident Engineer, E.C. in working out such contract shall be binding on the contractor. : (P)</p> <p>iv) The compensation for escalation for other materials (excluding cement, reinforcement bars, structural steel or others materials covered under Clause 10CA) and P.O.L shall be worked as per the formula given below :-</p> <p>c) Adjustment for civil component (except cement, reinforcement bars, structural steel and others materials covered under Clause 10CA) /electrical component of construction 'Materials'.</p> $V_m = V \times \frac{X_m}{100} \times \frac{MI-MI_o}{MI_o}$ <p>V<sub>m</sub> = Variation in material cost i.e. increased or decrease in the amount in rupees to be paid or recovered.</p>
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W = Cost of work done worked out as indicated in sub-para (ii) of Clause 10 CC.

Xm= Component of 'materials' (except cement, reinforcement bars, structural steel and others materials covered under Clause 10CA) expressed as percent of the total value of work.

MI= All India Wholesale Price Index for civil component/electrical component\* of construction materials as worked out on the basis of All India Wholesale Price Index for individual Commodities/Group Items for the period under consideration and published by Economic Advisor to Government of India, Ministry of Industry & Commerce and applying weightages to the individual Commodities/Group Items.

(In respect of the justified period extended under the provisions of clause 2 of the contract, without any action under clause 2, the index prevailing at the time of stipulated date of completion or the prevailing index for the period under consideration, whichever is less, shall be considered)

Mio = All India Wholesale Price Index for civil component/electrical component\* of construction materials as worked out on the basis of All India Wholesale Price Index for Individual Commodities/Group Items valid on the last specified date of receipt of tender including extension if any, as published by the Economic Advisor to Government of India, Ministry of Industry & Commerce and applying weightage to the individual Commodities/Group Items.

\*Note : relevant component only will be applicable.

d) Adjustment for components of 'POL'

$$V_f = \frac{W}{100} \times \frac{Z}{FIO} \times (FI - FIO)$$

Vf = Variation in cost of Fuel, Oil & Lubricant i.e increase or decrease in the amount in rupees to be paid or recovered.

Z= Component of Fuel, Oil & Lubricant expressed as percent of the total value of work.

FI= All India Wholesale Price Index for Fuel, Oil & Lubricant for the period under consideration as published by the Economic Advisor to Government of India, Ministry of Industry & Commerce, New Delhi.

(In respect of the justified period extended under the provisions of clause-5 of the contract without any action under clause-2, the index prevailing at the time of stipulated date of completion or the prevailing index of the period under consideration, whichever is less shall be considered).

Fio= All India Wholesale Price Index of Fuel, Oil & Lubricant valid on the last stipulated date of receipt of tender including extension, if any.

v) The following principles shall be followed while working out the indices mentioned in para (iv) above.

a) The compensation for escalation shall be worked out at quarterly intervals and shall be with respect to the cost of work done as per bills paid during the three calendar months of the said quarter. The first such payment shall be made within the next three months after the month (excluding) which the tender was accepted and thereafter at three months' interval. At the time of completion of the work, the last period for payment might become less than 3 months depending on the actual date of completion.

b) The index (MI/PI etc.) relevant to any quarter/period for which such compensation is paid shall be the arithmetical average of the indices relevant to the three calendar months. If the period up to date of completion after the quarter covered by the last such installment of payment, is less than three months, the index MI and PI shall be the average of the indices for the months falling within that period.

vi) The compensation for escalation for **labour** shall be worked out as per the formula given below :-

$$V_L = \frac{W \times Y \times (L_1 - L_0)}{100 \times L_0}$$

$V_L$  = Variation in labour cost i.e. amount of increase or decrease in rupees to be paid or recovered.

- W = Value of work done, worked out as indicated in sub-para (ii) above.
- Y = Components of labour expressed as a percentage of the total value of the work.
- LI= Minimum wage in rupees of an unskilled adult male mazdoor, fixed under any law, statutory rule or order as applicable on the last date of the quarter previous to the one under consideration.

(In respect of the justified period extended under the provisions of clause-5 of the contract without any action under clause-2, the minimum wage prevailing on the last date of quarter previous to the quarter pertaining to stipulated date of completion of the minimum wage prevailing on the last date of the quarter previous to the one under consideration, whichever is less shall be considered).

- Llo = Minimum daily wage in rupees of an unskilled adult male mazdoor fixed under any law, statutory rule or order as of the stipulated date of receipt of tender including extension, if any.

vii) The following principles will be followed while working out the compensation as per sub-para (vi) above.

- a) The minimum wage of an unskilled male mazdoor mentioned in sub-para (vi) above shall be the higher of the wages notified by Government of India, Ministry of Labour and that notified by the local administration both relevant to the place of work and the period of reckoning.
- b) The escalation for labour also shall be paid at the same quarterly intervals when escalation due to increase in cost of materials and/or P.O.L is paid under this clause. If such revision of minimum wages takes place during any such quarterly intervals, the escalation compensation shall be payable at revised rates only for work done in subsequent quarters.
- c) Irrespective of variations in minimum wages of any category of labour, for the purpose of this clause the variation in the rate for an unskilled adult male mazdoor alone shall form the basis for working out the escalation compensation payable on the labour component.

- viii) In the event the price of materials and/or wages of labour required for execution of the work decrease/s, there shall be a downward adjustment of the cost of work so that such price of materials and/or wages of labour shall be deductible from the cost of work under this contract and in this regard the formula herein before stated under clause 10 CC shall mutatis mutandis apply, provided that:
- a) No such adjustment for the increase in the price of materials and/or wages of labour aforementioned would be made in case of contracts in which the stipulated period of completion of the works equal to or less than the time as specified in schedule 'F'
  - b) The Resident Engineer, Ed.CIL shall otherwise be entitled to lay down the procedure by which the provision of this sub-clause shall be implemented from time to time and the decision of the Resident Engineer, Ed.CIL in this behalf shall be final and binding on the contractor.
- ix) Provided always that :
- a) Where provisions of clause 10 CC are applicable, provisions of clause 10 C will not be applicable but provisions of clause 10CA will be applicable.
  - b) Where provisions of clause 10 CC are not applicable, provisions of clause 10 C and 10 CA will become applicable.

#### **CLAUSE 10 D**

**Dismantled  
Material  
Ed.CIL's/  
Government  
Property**

The contractor shall treat all materials obtained during dismantling of a structure, excavation of the site for a work, etc. as Ed.CIL's /Government property and such materials shall be disposed off to the best advantage of Ed.CIL/Government according to the instructions in writing issued by the Resident Engineer, Ed.CIL.

## **CLAUSE 11**

**Work to be Executed in Accordance with Specification, Drawings, Orders etc.**

The contractor shall execute the whole and every part of the work in the most substantial and workmanlike manner both as regards materials and otherwise in every respect in strict accordance with the specifications. The contractor shall also conform exactly, fully and faithfully to the design, drawings and instructions in writing in respect of the work assigned by the Resident Engineer, Ed.CIL and the contractor shall be furnished free of charge one copy of the contract documents together with specifications, designs, drawings and instructions as are not included in the standard specifications of Central Public Works Department specified in Schedule 'F' or in any Bureau of Indian Standard or any other, published standard or code or, Schedule of Rates or any other printed publication referred to elsewhere in the contract.

The contractor shall comply with the provisions of the contract and with the care and diligence execute and maintain the works and provide all labour and materials, tools and plants including for measurements and supervision of all works, structural plans and other things of temporary or permanent nature required for such execution and maintenance in so far as the necessity for providing these, is specified or is reasonably inferred from the contract. The Contractor shall take full responsibility for adequacy, suitability and safety of all the works and methods of construction.

## **CLAUSE 12**

**Deviations/ Variations Extent and Pricing**

The Resident Engineer, Ed.CIL shall have power (i) to make alteration in, omissions from, additions 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 Resident Engineer, Ed.CIL and such alterations omissions, additions or substitutions shall form part of 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 specified above as part of the works, shall be carried out by the contractor on the same conditions in all respects including price on which he agreed to do the main work except as hereafter provided.

12.1 The time for completion of the works shall, in the event of any deviations resulting in additional cost over the tendered value sum being ordered, be extended, if requested by the contractor, as follows :

- i) In the proportion which the additional cost of the altered, additional or substituted work, bears to the original tendered plus.
- ii) 25% of the time calculated in (i) above or such further additional time as may be considered reasonable by the Resident Engineer, Ed.CIL.

12.1.2 Rates for such altered, additional or substituted work shall be determined by the Resident Engineer, Ed.CIL as follows:

- i) If the rate for altered, additional or substituted item of work is specified in the Schedule of Quantities, the contractor shall carry out the altered, additional or substituted items at the same rate. In the case of composite tenders, where two or more Schedule 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 for the same item of work in the other Schedules of Quantities.
- ii) If the rate for any altered, additional or substituted item of work is not specified in the Schedule of Quantities, the rate for that item shall be derived from the rate for 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 from the nearest similar item in the Schedule of Quantities of the particular part of works in which the deviation is involved failing that from the lowest of the nearest similar items in other Schedule of Quantities.
- iii) If the rate for altered, additional or substituted item of work cannot be determined in the manner specified in sub-paras (i) and (ii) above, then such item of works shall be carried out at the rate entered in Schedule of Rates mentioned in Schedule 'F' plus/minus the percentage by which the tendered amount of the works actually awarded is higher or lower than the corresponding estimated amount of the works actually awarded.

- iv) If the rate for any altered, additional or substitute item of work cannot be determined in the manner specified in sub para (i) to (iii) above, then the rate for such item of work shall be derived from the Schedule of Rates specified in sub-para (iii) above plus/minus the percentage mentioned in that sub-para. In the case of materials issued by the Ed.CIL, issue rates of materials with storage charges recovered, enhanced, by two and half percent for profits and overheads shall be adopted in place of schedule of rates plus percentage specified in sub-para (iii). Provided always that if rate(s) for part(s) of the item(s) are not available in the Schedule of Rates specified above, rate for part(s) of such Items shall be determined on the basis of market rate(s) prevailing during the fortnight following the date of the order plus profit and overheads as mentioned in Schedule 'F'.
- v) If the rate for any altered, additional or substituted Item of work cannot be determined in the manner specified in sub-paras (i) to (iv) above, the contractor shall, within 15 days of the date of receipt of the order to carry out the said work, inform the Resident Engineer, Ed.CIL of the rate which he proposes to claim for such item of work, supported by analysis of the rate claimed, and the Resident Engineer, Ed.CIL shall, within three months thereafter, after giving due consideration to the rate claimed by the contractor, determine the rate on the basis of market rate(s).

In the event of the contractor failing to inform the Resident Engineer, Ed.CIL within the stipulated period of time, the rate which he proposes to claim, the rate for such item shall be determined by the Resident Engineer, Ed.CIL on the basis of market rate(s).

- vi (A) Except in case of items relating to foundations as it exists at the time of commencement of work {see vi B) below}, provisions contained in sub clauses (i) to (v) above shall not apply to contract, altered or substituted items as individually exceed the deviation limit specified in schedule 'F' subject to the following:

- (a) Deviation limit shall apply to individual Items.
- (b) The value of additions of items, of any individual trade not already included in the contract, shall not exceed 10% of the Tendered value of work, subject to overall deviation limit as provided in vi A) above.

Provided further that in case where the original item is substituted, the Substituted Item shall be deemed to have replaced the original item in the contract itself to that extent and above provisions pertaining to the deviations shall apply with respect to such Substituted Item and not the original item.

- vi (B) In case of items relating to foundations as it exists at the, time of commencement of work, quantities of which may change due to site conditions, provisions contained in sub-Clause (i) to (v) above shall not apply to:
  - (a) Value of any Item of any individual trade which exceed by more than the percentage mentioned in Schedule 'F' of the value of that trade, included in the contract, as a whole, unless the contractor and the Resident Engineer, Ed.CIL agree to a higher percentage of any particular item.
  - (b) The value of item not included in the contract in excess of 10% of the Tendered value of work.

**NOTE :** *Individual trade means the Sub-heads into which the schedule of quantities as provided in the contract has been divided and in the absence of any such provision in the contract the sub-heads as given in the schedule of rates.*



- 12.2. In the case of contract items, substituted items, contract cum substituted items or additional items which exceed the limits laid down in sub para (vi) of condition 12.1.2 above, the contractor may within fifteen days of receipt of order or occurrence of the excess claim revision of the rates, supported by proper analysis, for the work in excess of the above mentioned limits, provided that if the rates so claimed are in excess of the rates specified in the schedule of quantities of those derived in accordance with the provisions of sub-para (i) to (iv) of condition 12.1.2 by more than five percent, the Resident Engineer, Ed.CIL shall within three months of receipt of the claims supported by analysis, after giving consideration to the analysis of the rates submitted by the contractor, determine the rates on the basis of the market rates and if the rates so determined exceed the rates specified in the schedule of quantities or those derived in accordance with the provisions of sub paras (i) to (iv) of condition 12.1.2 by more than five percent, the contractor shall be paid in accordance with the rates so determined. In the event of the contractor failing to claim revision of rates within the stipulated period, or if the rates determined by the Resident Engineer, Ed.CIL within the period of three months of receipt of the claims supported by analysis are within five per cent of the rates specified in the schedule of quantities or of those determined in accordance with the provisions of sub para (i) to (iv) of condition 12.1.2, the Resident Engineer, Ed.CIL shall make payment at the rates as specified in the schedule of quantities or those already determined under sub para (i) to (iv) of condition 12.1.2 for the quantities in excess of the limits laid down in sub para (vi) of condition 12.1.2.
- 12.3 The provisions of the preceding paragraph shall also apply to the decrease in the rates of items for the work in excess of the limits laid down in sub para (vi) of condition 12.1.2 provided that such decrease is more than five per cent of rates specified in the schedule of quantities or of those derived in accordance with the provisions of sub para (i) to (iv) of condition 12.1.2 and the Resident Engineer, Ed.CIL shall after giving notice to the contractor within two months of receipt of order by the contractor or occurrence of the excess and after taking into consideration any reply received from him within fifteen days of receipt of the notice revise the rates for the work in question within two months of expiry of the said period of fifteen days having regard to the market rates.

12.4 The contractor shall send to the Resident Engineer, Ed.CIL once every fifteen days an upto date account giving complete details of all claims for additional payments to which the contractor may consider himself entitled and of all additional work ordered by the Resident Engineer, Ed.CIL which he has executed during the preceding quarter failing which the contractor shall be deemed to have waived his right. However, the Ed.CIL may authorize consideration of such claims on merits.

12.5 For the purpose of operation of Schedule "F", the following works shall be treated as works relating to foundation unless & otherwise defined in the contractor:

- i) For Buildings : All works up to 1.2 metres above ground level or up to floor 1 level whichever is lower.
- ii) For abutments, piers and well staining : All works up to 1.2 m above the bed level.
- iii) For retaining walls, wing walls, compound walls, chimneys, over head reservoirs/tanks and other elevated structures : All works up to 1.2 metres above the ground level.
- iv) For reservoirs/tanks (other than overhead reservoirs/tanks) : All works up to 1.2 metres above the ground level.
- v) For basement: All works up to 1.2 m above ground level or up to floor 1 level whichever is lower.
- vi) For Roads, all items of excavation and filling including treatment of sub base.

12.6 Any operation incidental to or necessarily has to be in contemplation of tenderer while filing tender, or necessary for proper execution of the item included in the Schedule of Quantities or in the schedule of rates mentioned above, whether or not, specifically indicated in the description of the item and the relevant specifications, shall be deemed to be included in the rates quoted by the tenderer or the rate given in the said schedule of rates, as the case may be. Nothing extra shall be admissible for such operations.

**Foreclosure  
of Contract  
due to  
Abandonment  
or  
Reduction in  
Scope of  
Work**

**CLAUSE 13**

If at any time after acceptance of the tender Ed.CIL 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 Resident Engineer, Ed.CIL shall give notice in writing to that effect to the contractor and the contractor shall act accordingly in the matter. 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 derived from the execution of the works in full but which he did not derive in consequence of the foreclosure of the whole or part of the works.

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 Resident Engineer for the items hereunder mentioned which could not be utilized on the work to the full extent in view of the foreclosure.

- i) 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.
- ii) Ed.CIL 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, Ed.CIL shall be bound to take over the materials or such portions thereof as the contractor does not desire to retain. For materials taken over or to be taken over by Ed.CIL, cost of such materials as detailed by Resident Engineer, Ed.CIL shall be paid. The cost shall, however, take into account purchase price, cost of transportation and deterioration or damage which may have been caused to materials whilst in the custody of the contractor.

- iii) If any materials supplied by Ed.CIL are rendered surplus, the same except normal wastage shall be returned by the contractor to Ed.CIL at rates not exceeding those at which these were originally issued, less allowance for any deterioration or damage which may have been caused, provided the materials were in the custody of the contractor. In addition, cost of transporting such materials from site to Ed.CIL's stores, if so required by Ed.CIL, shall be paid.
- iv) Reasonable compensation for transfer of Tool & Plants from site to contractor's permanent stores or to his other works, whichever is less. If Tool & Plants are not transported to either of the said places, no cost of transportation shall be payable.
- v) Reasonable compensation for repatriation of contractor's site staff and imported labour to the extent necessary.

The contractor shall, if required by the Resident Engineer furnish to him books of account, wage book, time sheets and other relevant documents and evidence as may be necessary to enable him to certify the reasonable amount payable under this condition.

The reasonable amount of items on (i), (iv) & (v) above shall not be in excess of 2% of the cost of the work remaining incomplete on the date of closure, i.e. total stipulated cost of the work as per accepted tender less the cost of work actually executed under the contract and less the cost of contractor's materials at site taken over by the Ed.CIL as per item (ii) above. Provided always that against any payments due to the contractor, on this account or otherwise, the Ed.CIL shall be entitled to recover or be credited with any outstanding balances due from the contractor for advance paid in respect of any tool, plants and materials and any other sums which at the date of termination were recoverable by the Ed.CIL from the contractor under the terms of the contract.

## **CLAUSE 14**

**Carrying  
out part  
work at risk  
& cost of  
contractor**

If contractor:

- i) At any time makes default during currency of work or does not execute any part of the work with the due diligence and continues to do so after a notice in writing of 7 days in this respect from the Resident Engineer, Ed.CIL; or
- ii) Commits default in complying with any of the terms and conditions of the contract and does not remedy it or take effective steps to remedy it within 7 days even after a notice in writing is given in that behalf by the Resident Engineer, Ed.CIL; or
- iii) Fails to complete the work (s) or items of work with individual dates of completion, on or before the date(s) so determined and does not complete them within the period specified in a notice given in writing in that behalf by the Resident Engineer, Ed.CIL.

The Resident Engineer without invoking action under clause 3 may, without prejudice to any other right or remedy against the contractor which have either accrued or accrue thereafter to EdCIL, by a notice in writing to take the part work/part incomplete work of any item (s) out of his hands and shall have powers to :

- a) Take possession of the site and any materials, constructional plant, implements, stores, etc. thereon; and/or
- b) Carry out the part work/part incomplete work of any item (s) by any means at the risk and cost of the contractor.

The Resident Engineer shall determine the amount, if any, is recoverable from the contractor for completion of the part work/part incomplete work of any item (s) taken out of his hands and execute at the risk and cost of the contractor, the liability of contractor on account of loss or damage suffered by EdCIL because of action under this clause shall not exceed 10% of the tendered value of the work.

In determining the amount, credit shall be given to the contractor with the value of work done in all respect in the same manner and at the same rate as if it had been carried out by the original contractor under the terms of his contract, the value of contractor's materials taken over and incorporated in the work and use of plant and machinery belonging to the contractor. The certificate of the Resident Engineer as to the value of work done shall be final and conclusive against the contractor provided always that action under this clause shall only be taken after giving notice in writing to the contractor. Provided also that if the expenses incurred by the department are less than the amount payable to the contractor at his agreement rates, the difference shall not be payable to the contractor.

Any excess expenditure incurred or to be incurred by EdCIL in completing the part work/part incomplete work of any item(s) or the excess loss of damages suffered or may be suffered by EdCIL as aforesaid after allowing such credit shall without prejudice to any other right or remedy available to EdCIL in law or per as agreement be recovered from any money due to the contractor or any account, and if such money is insufficient, the contractor shall be called upon in writing and shall be liable to pay the same within 30 days.

If the contractor fails to pay the required sum within the aforesaid period of 30 days, the Resident Engineer shall have the right to sell any or all of the contractors' unused materials, constructional plant, implements, temporary building at site etc. and adjust the proceeds of sale thereof towards the dues recoverable from the contractor under the contract and if thereafter there remains any balance outstanding, it shall be recovered in accordance with the provisions of the contract.

In the event of above course being adopted by the Resident Engineer the contractor shall have no claim to compensation for any loss sustained by him by reasons of his having purchased or procured any materials or entered into any engagements or made any advance on any account or with a view to execution of the work or the performance of the contract".

## **CLAUSE 15**

### **Suspension of work**

- i) The contractor shall, on receipt of the order in writing of the Resident Engineer, Ed.CIL, (whose decision shall be final and binding on the contractor) suspend the progress of the works or any part thereof for such time and in such manner as the Resident Engineer, Ed.CIL may consider necessary so as not to cause any damage or injury to the work already done or endanger the safety thereof for any of the following reasons :
  - a) on account of any default on the part of the contractor or;
  - b) for proper execution of the works or part thereof for reasons other than the default of the contractor; or
  - c) for safety of the works or part thereof.

The contractor shall, during such suspension, properly protect and secure the works to the extent necessary and carry out the instructions given in that behalf by the Resident Engineer, Ed.CIL.

- ii) If the suspension is ordered for reasons (b) and (c) in sub-para (i) above.
  - a) The contractor shall be entitled to an extension of time equal to the period of every such suspension PLUS 25%, for completion of the item or group of items of work for which a separate period of completion is specified in the contract and of which the suspended work forms a part, and;
  - b) If the total period of all such suspensions in respect of an item or group of items or work for which a separate period of completion is specified in the contract exceeds thirty days, the contractor shall, in addition, be entitled to such compensation as the Resident Engineer may consider reasonable in respect of salaries and /or wages paid by the contractor to his employees and labour at site, remaining idle during the period of suspension, adding thereto 2% to cover indirect expenses of the contractor. Provided the contractor submits his claim supported by details to the Resident Engineer within fifteen days of the expiry of the period of 30 days.

If the works or part thereof is suspended on the orders of the Resident Engineer, Ed.CIL for more than three months at a time, except when suspension is ordered for reason (a) in sub-para (i) above, the contractor may after receipt of such order serve a written notice on the Resident Engineer, Ed.CIL requiring permission within fifteen days from receipt by the Resident Engineer, Ed.CIL of the said notice, to proceed with the work or part thereof in regard to which progress has been suspended and if such permission is not granted within that time, the contractor, if he intends to treat the suspension, where it affects only a part of the works as an omission of such part by Ed.CIL or where it affects the whole of works, as an abandonment of the works by Ed.CIL, shall within 10 days of expiry of such period of 15 days give notice in writing of his intention to the Resident Engineer, Ed.CIL. In the event of the contractor treating the suspension as an abandonment of the contract by Ed.CIL, he shall have no claim to payment of any compensation on account of any profit or advantage which he might have derived from the execution of the work in full but which he could not derive in consequence of the abandonment. He shall, however, be entitled to such compensation, as the Resident Engineer may consider reasonable, in respect of salaries and/or wages paid by him to his employees and labour at site, remaining idle in consequence adding to the total thereof 2% to cover indirect expenses of the contractor provided the contractor submits his claim supported by details to the Resident Engineer within 30 days of the expiry of the period of 3 months.

Provided, further, that the contractor shall not be entitled to claim any compensation from Ed.CIL for the loss suffered by him on account of delay by Ed.CIL in the supply of materials in schedule 'B' where such delay is covered by difficulties relating to the supply of wagons, force majeure including non-allotment of such materials by controlling authorities, acts of God, acts of enemies of the state/country or any reasonable cause beyond the control of the Ed.CIL.



## CLAUSE 16

### **Action in case Work not done as per Specifications**

All works under or in course of execution or executed in pursuance of the contract shall at all time be open and accessible to the inspection and supervision of the Resident Engineer, Ed.CIL, his authorised subordinates in charge of the work and all the superior officers of EdCIL or authorized representative of Ed.CIL, and the contractor shall, at all times, during the usual working hours and at all other times at which reasonable notice of the visit of such officers has been given to the contractors, either himself be present to receive orders and instructions or have a responsible agent duly accredited in writing, present for that purpose. Orders given to the contractor's agent shall be considered to have the same force as if they have been given to the Contractor himself.

If it shall appear to the Resident Engineer, Ed.CIL or his authorised subordinates in charge of the work or any other officer of the CRB&CRO or his subordinate officer or the officers of the organization engaged by the CRB&CRO or Chief Technical Examiner or his subordinate officers that any work has been executed with unsound, imperfect, or unskillful workmanship, or with materials or articles provided by him for the execution of the work which are unsound or of a quality inferior to that contracted or otherwise not in accordance with the contract the contractor shall, on demand in writing which shall be made within 1 month ~~(six months in the case of work costing Rs. 10.00 lakhs below except road work)~~ of the completion of the work from the Resident Engineer, Ed.CIL specifying the work, materials or articles complained of notwithstanding that the same may have been passed, certified and paid for forthwith rectify, or remove and reconstruct the work so specified in whole or in part, as the case may require or as the case may be, remove the materials or articles so specified and provide other proper and suitable materials or articles at his own charge and cost. In the event of the failing to do so within a period specified by the Resident Engineer, Ed.CIL in his demand aforesaid, then the contractor shall be liable to pay compensation at the same rate as under Clause 2 of the Clauses of Contract (for non-completion of the work in time) for this default.

In such case the Resident Engineer, Ed.CIL may not accept the item of work at the rates applicable under the contract but may accept such items at reduced rates as the competent authority may consider reasonable during the preparation of on account bills or final bill if the item is so acceptable without detriment to the safety and utility of the item and the structure or he may reject the work outright without any payment and/or get it and other connected and incidental items rectified, or removed and re-executed at the risk and cost of the contractor. Decision of the Ed.CIL to be conveyed in writing in respect of the same will be final and binding on the contractor.

## **CLAUSE 17**

### **Contractor Liable for Damages, defects during Maintenance Period**

If the contractor or his working people or servants shall break, deface, injure or destroy any part of building in which they may be working, or any building, roads, road curb, fence, enclosure, water pipe, cables, drains, electric or telephone post or wires, trees, grass or grassland, or cultivated ground contiguous to the premises on which the work or any part is being executed, or if any damage shall happen to the work while in progress, from any cause whatever or if any defect, shrinkage or other faults appear in the work within twelve months after a certificate final or otherwise of its completion shall have been given by the Resident Engineer, Ed.CIL as aforesaid arising out of defect or improper materials or workmanship the contract shall upon receipt of a notice in writing on that behalf make the same good at his own expense or in default the Resident Engineer, Ed.CIL cause the same to be made good by other workman and deduct the expense from any sums that may be due or at any time thereafter may become due to the contractor, or from his security or the proceeds of sale thereof or of a sufficient portion thereof. The security deposit of the contractor shall not be refunded before the expiry of twelve months after the issue of the certificate final or otherwise, of completion of work, or till the final bill has been prepared and passed whichever is later.

In case of Maintenance and Operation works of E&M services, the security deposit deducted from contractor shall be refunded within one month from the date of final payment or within one month from the date of completion of the maintenance contract whichever is earlier.

## **CLAUSE 18**

### **Contractor to Supply Tools & Plants etc.**

The contractor shall provide at his own cost all materials, machinery, tools & plants. In addition to this appliances, implements, other plants, ladders, cordage, tackle, scaffolding and temporary works required for the proper execution of the work, whether original, altered or substituted and whether included in the specification or other documents forming part of the contract or referred to in these conditions or not, or which may be necessary for the purpose of satisfying or complying with the requirements of the Resident Engineer, Ed.CIL as to any matter as to which under these conditions he is entitled to be satisfied, or which he is entitled to require together with carriage therefor to and from the work. The contractor shall also supply without charge the requisite number of persons with the means and materials, necessary for the purpose of setting out works, and counting, weighing and assisting the measurement for examination at any time and from time to time of the work or materials. Failing his so doing the same may be provided by the Resident Engineer, Ed.CIL at the expense of the contractor and the expenses may be deducted, from any money due to the contractor, under this contract or otherwise and/or from his security deposit or the proceeds of sale thereof, or of a sufficient portions thereof.

## **CLAUSE 18 A**

### **Recovery of Compensation paid to Workmen**

In every case in which by virtue of the Provisions sub-section (1) of Section 12, of the Workmen's Compensation Act, 1923, Ed.CIL is obliged to pay compensation to a Workman employed by the contractor, in execution of the works, Ed.CIL will recover from the contractor the amount of the compensation so paid; and, without prejudice to the rights of Ed.CIL under sub-section (2) of Section 12, of the said Act, Ed.CIL shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by Ed.CIL to the contractor whether under this contract or otherwise. Ed.CIL shall not be bound to contest any claim made against it under sub-section (1) Section 12, of the said Act, except on the written request of the contractor and upon his giving to Ed.CIL full security for all costs for which Ed.CIL might become liable in consequence of contesting such claim.

**CLAUSE 18 B**

**Ensuring  
Payments  
and  
Amenities  
to Workers  
if  
Contractor  
fails**

In every case in which by virtue of the Provisions of the Contract Labour (Regulation and Abolition) Act, 1970, and of the Contract Labour (Regulation and Abolition) Central Rules, 1971, Ed.CIL is obliged to pay any amounts of wages to a workman employed by the contractor in execution of the works, or to incur any expenditure in providing welfare and health amenities required to be provided under the above said Act and the rules under Clause 19H or under the Contractor's Labour Regulations, or under the Rules framed by Government from time to time for the protection of health and sanitary arrangements for workers employed by Contractors, Ed.CIL will recover from the contractor the amount of wages

so paid or the amount of expenditure so incurred; and without prejudice to the rights of the Ed.CIL under sub-section(2) of Section 20, and sub-section (4) of Section 21, of the Contract Labour (Regulation and Abolition) Act, 1970, Ed.CIL shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by Ed.CIL to the contractor whether under this contract or otherwise Ed.CIL shall not be bound to contest any claim made against it under sub-section (1) of Section 20, sub-section (4) of Section 21, of the said Act, except on the written request of the contractor and upon his giving to the Ed.CIL full security for all costs for which Ed.CIL might become liable in contesting such claim.

**CLAUSE 19**

**Labour  
Laws to be  
complied  
by the  
Contractor**

The contractor shall obtain a valid license under the Contract Labour (R & A) Act 1970, and the Contract Labour (Regulation and Abolition) Central Rules 1971, before the commencement of the work, and continue to have a valid license until the completion of the work. The contractor shall also abide by the provisions of the Child Labour (Prohibition and Regulation) Act, 1986.

The contractor shall also comply with provisions of the building and other Construction Workers (Regulation of Employment & Conditions of Service) Act, 1996 and the building and other Construction Workers Welfare Cess Act, 1996.

Any failure to fulfil this requirement shall attract the penal provisions of this contract arising out of the resultant non-execution of the work.

**CLAUSE 19 A**

No labour below the age of fourteen years shall be employed on the work.

**CLAUSE 19 B**

**Payment of Wages**

- i) The contractor shall pay to labour employed by him either directly or through subcontractors, wages not less than fair wages as defined in the Contractor's Labour Regulation or as per the provisions of the Contract Labour (Regulation and Abolition) Act 1970 and the Contract Labour (Regulation And Abolition) Central Rules, 1971, wherever applicable.
- ii) The contractor shall, notwithstanding the provision of any contract to the contrary, cause to be paid fair wage to labour indirectly engaged on the work, including any labour engaged by his sub-contractors in connection with the said works, as if the labour had been immediately employed by him.
- iii) In respect of all labour directly or indirectly employed in the works for performance of the contractor's part of this contract, the contractor shall comply with or cause to be complied with the Contractor's Labour Regulations made by Government from time to time in regard to payment of wages, wage period, deductions from wages recovery of wages not paid and deductions unauthorisedly made, maintenance of wage book or wage slips, publication of scale of wages and other terms of employment, inspection and submission of periodically returns and all other matters of the like nature or as per the provisions of the Contract Labour (Regulation and Abolition) Act 1970, and the Contract Labour (Regulation And Abolition) Central Rules 1971, wherever applicable.
- iv) a) The Resident Engineer, Ed.CIL concerned shall have the right to deduct from 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 fulfilment of the conditions of the contract for the benefit of the workers, non payment of wages or of deductions made from his or their wages which are not justified by their terms of the contract or non-observance of the Regulations .

- b) Under the provisions of Minimum Wages (Central Rules 1950) the contractor is bound to allow to the labours directly or indirectly employed in the works one day rest for six days continuous work and pay wages at the same rate as for duty. In the event of default the Resident Engineer, Ed.CIL shall have the right to deduct the sum or sums not paid on account of wages for weekly holidays to any labours and pay the same to the persons entitled thereto from any money due to the contractor by the Resident Engineer, Ed.CIL concerned.

In the case of Union Territory of Delhi, however, as the all inclusive minimum daily wages fixed under Notification of the Delhi Administration No. F.12(162)MWO/DAB/43884-91, dated 31.12.1979 as amended from time to time are inclusive of wages for the weekly day of rest, the question of extra payment for weekly holiday would not arise.

- v) The contractor shall comply with the provisions of the Payment of Wages Act, 1936, Minimum Wages Act, 1948, Employees Liability Act, 1938, Workmen's Compensation Act, 1923, Industrial Disputes Act, 1947, Maternity Benefits Act, 1961, and the Contractor's Labour (Regulation and Abolition) Act 1970, or the modifications thereof or any other laws relating thereto and the rules made thereunder from time to time.
- vi) The contractor shall indemnify and keep indemnified Ed.CIL against payments to be made under and for the observance of the laws aforesaid and the Contractor's Labour Regulations without prejudice to his right to claim indemnity from his sub-contractors.
- vii) The laws aforesaid shall be deemed to be a part of this contract and any breach thereof shall be deemed to be a breach of this contract.

- viii) Whatever is the minimum wage for the time being, or if the wage payable is higher than such wage, such wage shall be paid by the contractor to the workmen directly without the intervention of Jamadar and that Jamadar shall not be entitled to deduct or recover any amount from the minimum wage payable to the workmen as and by way of commission or otherwise.
- ix) The contractor shall ensure that no amount by way of commission or otherwise is deducted or recovered by the Jamadar from the wage of workmen.

### **CLAUSE 19 C**

In respect of all labour directly or indirectly employed in the work for the performance of the contractor's part of this contract, the contractor shall at his own expense arrange for the safety provisions as per Safety Code framed from time to time and shall at his own expense provide for all facilities in connection therewith. In case the contractor fails to make arrangement and provide necessary facilities as aforesaid he shall be liable to pay a penalty of Rs.200/- for each default and in addition the Ed.CIL shall be at liberty to make arrangement and provide facilities as aforesaid and recover the costs incurred in that behalf from the contractor.

### **CLAUSE 19 D**

The contractor shall submit by the 4<sup>th</sup> and 19<sup>th</sup> of every month to the Resident Engineer, Ed.CIL a true statement showing in respect of the second half of the preceding month and the first half of the current month respectively:-

- (1) the number of labourers employed by him on the work,
- (2) their working hours,
- (3) the wages paid to them,
- (4) the accidents that occurred during the said fortnight showing the circumstances under which they happened and the extent of damage and injury caused by them, and
- (5) the number of female workers who have been allowed maternity benefit according to Clause 19F and the amount paid to them.

Failing which the contractor shall be liable to pay to Ed.CIL a sum not exceeding Rs.200/- for each default or materially incorrect statement. The decision of the Ed.CIL shall be final in deducting from any bill due to the contractor the amount levied as fine and be binding on the contractor.

#### **CLAUSE 19 E**

In respect of all labour directly or indirectly employed in the works for the performance of the contractor's part of this contract, the contractor shall comply with or cause to be complied with all the rules framed by Government from time to time for the protection of health and sanitary arrangements for workers employed by Ed.CIL and its contractors.

#### **CLAUSE 19 F**

Leave and pay during leave shall be regulated as follows:

1. Leave:
  - (i) In the case of delivery - maternity leave not exceeding 8 weeks, 4 weeks upto and including the day of delivery and 4 weeks following that day,
  - (ii) In the case of miscarriage - upto 3 weeks from the date of miscarriage.
2. Pay:
  - (i) in the case of delivery - leave pay during maternity leave will be at the rate of the women's average daily earnings, calculated on total wages earned on the days when full time work was done during a period of three months immediately preceding the date on which she gives notice 'that she expects to be confined or at the rate of Rupee one only a day whichever is greater.



- (ii) in the case of miscarriage - leave pay at the rate of average daily earning calculated on total wages earned on the days when full time work was done during a period of three months immediately preceding the date of such miscarriage.
- 3. Conditions for the grant of Maternity Leave:  
  
No maternity leave benefit shall be admissible to a woman unless she has been employed for a total period of not less than six months immediately preceding the date on which she proceeds on leave.
- 4. The contractor shall maintain a register of Maternity (Benefit) in the Prescribed Form as shown in annexure - I and II, and the same shall be kept at the place of work.

#### **CLAUSE 19 G**

In the event of the contractor(s) committing a default or breach of any of the provisions of the Contractor's Labour Regulations and Model Rules for the protection of health and sanitary arrangements for the workers as amended from time to time or furnishing any information or submitting or filing any statement under the provisions of the above Regulations and Rules which is materially incorrect, he/they shall, without prejudice to any other liability, pay to the Ed.CIL a sum not exceeding Rs.200/ for every default, breach or furnishing, making, submitting, filing such materially incorrect statements and in the event of the contractor(s) defaulting continuously in this respect, the penalty may be enhanced to Rs.200/- per day for each day of default subject to a maximum of 5 percent of the estimated cost of the work put to tender. The decision of the Ed.CIL shall be final and binding on the parties.

Should it appear to the Resident Engineer, Ed.CIL that the contractor(s) is/are not properly observing and complying with the provisions of the Contractor's Labour Regulations and Model Rules and the provisions of the Contract Labour (Regulation and Abolition) Act 1970, and the Contract Labour (R & A) Central Rules 1971, for the protection of health and sanitary arrangements for work-people employed by the contractor(s) (hereinafter referred as "the said Rules") the Resident Engineer, Ed.CIL shall have power to give notice in writing to the contractor(s) requiring that the said Rules be complied with and the amenities prescribed therein be provided to the work-people within a reasonable time to be specified in the notice.

If the contractor(s) shall fail within the period specified in the notice to comply with and / observe the said Rules and to provide the amenities to the work- people as aforesaid, the Resident Engineer, Ed.CIL shall have the power to provide the amenities hereinbefore mentioned at the cost of the contractor(s).

The contractor(s) shall erect, make and maintain at his/their own expense and to approved standards all necessary huts and sanitary arrangements required for his/their work-people on the site in connection with the execution of the works, and if the same shall not have been erected or constructed, according to approved standards, the Resident Engineer, Ed.CIL shall have power to give notice in writing to the contractor(s) requiring that the said huts and sanitary arrangements to be remodelled and or reconstructed according to approved standards, and if the contractor(s) shall fail to remodel or reconstruct such huts and sanitary arrangements according to approved standards within the period specified in the notice, Resident Engineer, Ed.CIL shall have the power to remodel or reconstruct such huts and sanitary arrangements according to approved standards at the cost of the contractor(s).

#### **CLAUSE 19 H**

The contractor(s) shall at his/their own cost provide his/their labour with a sufficient number of huts (hereinafter referred to as the camp) of the following specifications on a suitable plot of land to be approved by the Resident Engineer, Ed.CIL.

- i) a) The minimum height of each hut at the eaves level shall be 2.10m (7 ft.) and the floor area to be provided will be at the rate of 2.7 sq.m. (30 sq.ft.) for each member of the worker's family staying with the labourer.
- b) The contractor(s) shall in addition construct suitable cooking places having a minimum area of 1.80m x 1.50m (6'x5') adjacent to the hut for each family.
- c) The contractor(s) shall also construct temporary latrines and urinals for the use of the labourers each on the scale of not less than four per each one hundred of the total strength, separate latrines and urinals being provided for women.
- d) The contractor(s) shall construct sufficient number of bathing and washing places, one unit for every 25 persons residing in the camp. These bathing and washing places shall be suitably screened.

- ii) a) All the huts shall have walls of sun-dried or burnt-bricks laid in mud mortar or other suitable local materials as may be approved by the Resident Engineer, Ed.CIL.

In case of sun-dried bricks, the walls should be plastered with mud gobi on both sides. The floor may be kutcha but plastered with mud gobi and shall be at least 15 cm (6") above the surrounding ground. The roofs shall be laid with thatch or any other materials as may be approved by the Resident Engineer, Ed.CIL and the contractor shall ensure that throughout the period of their occupation the roofs remain water-tight.

- b) The contractor(s) shall provide each hut with proper ventilation.
  - c) All doors, windows, and ventilators shall be provided with suitable leaves for security purposes.
  - d) There shall be kept an open space of at least 7.2m (8 Yards) between the rows of huts which may be reduced to 6m (20 ft.) according to the availability if site with the approval of the Resident Engineer, Ed.CIL. Back to back construction will be allowed.
- iii) **Water supply-** The contractor(s) shall provide adequate supply of water for the use of labourers. The provisions shall not be less than two gallons of pure and wholesome water per head per day for drinking purposes and three gallons of clean water per head per day for bathing and washing purposes. Where piped water supply is available, supply shall be at stand posts and where the supply is from wells or river, tanks which may be of metal or masonry, shall be provided. The contractor(s) shall also at his/their own cost make arrangements for laying pipe lines for water supply to his/their labour camp from the existing mains wherever available, and shall pay all fees and charges therefor.
  - iv) The site selected for the camp shall be high ground, removed from jungle.

- v) **Disposal of Excreta** - The contractor(s) shall make necessary arrangements for the disposal of excreta from the latrines by trenching or incineration which shall be according to the requirements laid down by the Local Health Authorities. If trenching or incineration is not allowed the contractor(s) shall make arrangements for the removal of the excreta through the Municipal Committee/ authority and inform it about the number of labourers employed so that arrangements may be made by such Committee/authority for the removal of the excreta. All charges on this account shall be borne by the contractor and paid direct by him to the Municipality/authority. The contractor shall provide one sweeper for every eight seats in case of dry system.
- vi) **Drainage** - The contractor(s) shall provide efficient arrangements for draining away sullage water so as to keep the camp neat and tidy.
- vii) The contractor(s) shall make necessary arrangements for keeping the camp area sufficiently lighted to avoid accidents to the workers.
- viii) **Sanitation** - The contractor(s) shall make arrangements for conservancy and sanitation in the labour camps according to the rules of the Local Public Health and Medical Authorities.

#### **CLAUSE 19 I**

The Resident Engineer, Ed.CIL may require the contractor to dismiss or remove from the site of the work any person or persons in the contractors ' employ upon the work who may be incompetent or misconduct himself and the contractor shall forthwith comply with such requirements.

In respect of maintenance/repair or renovation works etc. where the labour have an easy access to the individual houses, the contractor shall issue identity cards to the labourers, whether temporary or permanent and he shall be responsible for any untoward action on the part of such labour. Resident Engineer will display a list of contractors working in the colony/Blocks on the notice board in the colony and also at the service center, to apprise the residents about the same.

**CLAUSE 19 J**

It shall be the responsibility of the contractor to see that the building under construction is not occupied by any body unauthorisedly during construction, and is handed over to the Resident Engineer, Ed.CIL with vacant possession of complete building. If such building though completed is occupied illegally, then the Resident Engineer, Ed.CIL shall have the option to refuse to accept the said building/ buildings in that position. Any delay in acceptance on this account will be treated as the delay in completion and for such delay a levy upto 5% of tendered value of work may be imposed by the Ed.CIL whose decision shall be final both with regard to the justification and quantum and be binding on the contractor.

However, the Ed.CIL, through a notice, may require the contractor to remove the illegal occupation any time on or before construction and delivery.

**CLAUSE 19 K**

**Employment  
skilled/semi  
skilled works**

The contractor shall, at all stages of work, deploy skilled/semi skilled tradesman who are qualified and process certificate in particular trade from CPWD Training/Industrial Training Institute/ National Institute of Construction Management and Research (NICMAR)/National Academy of Construction, CIDC or any similar reputed and recognized Institute managed /certified by State/ Central Government. The number of such qualified tradesman shall not be less than 20% of total skilled/semi skilled workers required in each trade at any stage of work. The contractor shall submit number of man days required in respect of each trade, its scheduling and the list of qualified tradesman alongwith requisite certificate from recognized Institute to Resident Engineer for approval. Notwithstanding such approval, if the tradesman are found to have inadequate skill to execute the work of respective trade, the contractor shall substitute such tradesman within two days of written notice from Resident Engineer. Failure on the part of contractor to

obtain approval of Resident Engineer or failure to deploy qualified tradesman will attract a compensation to be paid by contractor at the rate of Rs. 100 per such tradesman per day. Decision of Resident Engineer as to whether particular tradesman possesses requisite skill and amount of compensation in case of default shall be final and binding.

Provided always, that the provisions of this clause, shall not be applicable for works with estimated cost put to tender being less than Rs. 5.00 crores.

## **CLAUSE 20**

**Minimum Wages Act to be Complied with**

The contractor shall comply with all the provisions of the Minimum Wages Act, 1948, and Contract Labour (Regulation and Abolition) Act, 1970, amended from time to time and rules framed thereunder and other labour laws affecting contract labour that may be brought into force from time to time.

## **CLAUSE 21**

**Work not to be sublet. Action in case of insolvency**

The contract shall not be assigned or sublet without the written approval of the Resident Engineer, Ed.CIL. And if the contractor shall assign or sublet his contract, or attempt to do so, or become insolvent or commence any insolvency proceedings or make any composition with his creditors or attempt to do so, or if any bribe, gratuity, gift, loan, perquisite, reward or advantage pecuniary or otherwise, shall either directly or indirectly, be given, promised or offered by the contractor, or any of his servants or agent to any public officer or person in the employ of Ed.CIL/Owner in any way relating to his office or employment, or if any such officer or employment, or if any such officer or person shall become in any way directly or indirectly interested in the contract, the Ed.CIL on behalf of the Owner shall have power to adopt the course specified in Clause 3 of Clauses of Contract hereof in the interest of Owner and in the event of such course being adopted the consequences specified in the said Clause 3 of Clauses of Contract shall ensue.

## **CLAUSE 22**

All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the use of Ed.CIL without reference to the actual loss or damage sustained and whether or not any damage shall have been sustained.

### **CLAUSE 23**

#### **Changes in firm's Constitution to be intimated**

Where the contractor is a partnership firm, the previous approval in writing of the Ed.CIL 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 the partnership firm would have the right to carry out the works hereby undertaken by the contractor. If previous approval as aforesaid is not obtained, the contract shall be deemed to have been assigned in contravention of Clause-21 of Clauses of Contract hereof and the same action may be taken, and the same consequences shall ensue as provided in the said Clause-21 of Clauses of Contract.

### **CLAUSE 24**

#### **Directions for execution of Works**

All works to be executed under the contract shall be executed under the direction and subject to the approval in all respects of the Resident Engineer, Ed.CIL who shall be entitled to direct at what point or points and in what manner they are to be commenced, and from time to time carried on.

### **CLAUSE 25**

#### **Settlement of Dispute & Arbitration**

Except where otherwise provided in the contract all questions and disputes relating to the meaning of the specifications, design, drawings and instructions here-in 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 cancellation, termination, completion or abandonment thereof shall be dealt with as mentioned hereinafter:

- i) If the contractor considers any work demanded of him to be outside the requirements of the contract, or disputes any drawings, record or decision given in writing by the Resident Engineer, Ed.CIL on any matter in connection with or arising out of the contract or carrying out of the work, to be unacceptable, he shall promptly within 15 days request the Resident Engineer, Ed.CIL in writing for written instruction or decision. Thereupon, the Resident Engineer, Ed.CIL shall give his written instructions or decision within a period of one month from the receipt of the contractor's letter.

If the Resident Engineer, Ed.CIL fails to give his instructions or decision in writing within the aforesaid period or if the contractor is dissatisfied with the instructions or decision of the Resident Engineer, Ed.CIL, the contractor may, within 15 days of the receipt of the Resident Engineer, Ed.CIL decision, appeal to the Director (Technical) who shall afford an opportunity to the contractor to be heard, if the latter so desires, and to offer evidence in support of his appeal. The Director (Technical) shall give his decision within 30 days of receipt of contractor's appeal. If the contractor is dissatisfied with this decision, the contractor shall within a period of 30 days from receipt of the decision, give notice to the CMD for appointment of arbitrator failing which the said decision shall be final binding and conclusive and not referable to adjudication by the arbitrator.

- ii) Except where the decision has become final, binding and conclusive in terms of Sub Para (i) above disputes or differences shall be referred for adjudication through arbitration by a sole arbitrator appointed by the CMD. If the arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever another sole arbitrator shall be appointed in the manner aforesaid. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.

It is a term of this contract that the party invoking arbitration shall give a list of disputes with amounts claimed in respect of each such dispute alongwith the notice for appointment of arbitrator and giving reference to the rejection by the Director (Technical) to the appeal.



It is also a term of this contract that no person other than a person appointed by CMD, as aforesaid should act as arbitrator and if for any reason that is not possible, the matter shall not be referred to arbitration at all.

It is also a term of the contract that if the contractor does not make any demand for appointment of arbitrator in respect of any claims in writing as aforesaid within 30 days of receiving the intimation from the Resident Engineer, Ed.CIL that the final bill is ready for payment, the claim of the contractor shall be deemed to have been waived and absolutely barred and the Ed.CIL shall be discharged and released of all liabilities under the contract in respect of these claims.

The arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 (26 of 1996) or any statutory modifications 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 also a term of this contract that the arbitrator shall adjudicate on only such disputes as are referred to him by the CMD and give separate award against each dispute and claim referred to him and in all cases where the total amount of the claims by any party exceeds Rs. 1,00,000=00 the arbitrator shall give reasons for the award.

It is also a term of the contract that if any fees are payable to the arbitrator these shall be paid equally by both the parties.

It is also a term of the contract that the arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties calling them to submit their statement of claims and counter statement of claims. The venue of the arbitration shall be such place as may be fixed by the arbitrator in his sole discretion. The fees, if any, of the arbitrator shall, if required to be paid before the award is made and published, be paid half and half by each of the parties. The cost of the reference and of the award (including the fees, if any, of the arbitrator) shall be in the discretion of the arbitrator who may direct to any by whom and in what manner, such costs or any part thereof shall be paid and fix or settle the amount of costs to be so paid.

## **CLAUSE 26**

**Contractor  
to indemnify  
Ed.CIL  
against  
Patent  
Rights**

The contractor shall fully indemnify and keep indemnified the Ed.CIL against any action, claim or proceeding relating to infringement or use of any patent or design or any alleged patent or design rights and shall pay any royalties which may be payable in respect of any article or part thereof included in the contract. In the event of any claims made under or action brought against Ed.CIL in respect of any such matters as aforesaid the contractor shall be immediately notified thereof and the contractor shall be liberty, at his own expense, to settle any dispute or to conduct any litigation that may arise therefrom, provided that the contractor shall not be liable to indemnify the Ed.CIL if the infringement of the patent or design or any alleged patent or design right is the direct result of an order passed by the Resident Engineer, Ed.CIL in this behalf.

## **CLAUSE 27**

**Lumpsum  
Provisions  
in Tender**

When the estimate on which a tender is made includes lump sum in respect of parts of the work, the contractor shall be entitled to payment in respect of the items of work involved or the part of the work in question at the same rates as are payable under this contract for such items, or if the part of the work in question is not, in the opinion of the Resident Engineer, Ed.CIL payable of measurement, the Resident Engineer, Ed.CIL may at his discretion pay the lump-sum amount entered in the estimate, and the certificate in writing of the Resident Engineer, Ed.CIL shall be final and conclusive against the contractor with regard to any sum of sums payable to him under the provisions of the Clause.

## **CLAUSE 28**

**Action  
where no  
Specifications  
are  
specified**

In the case of any class of work for which there is no such specifications as referred to in Clause 11 of Clauses of Contract such work shall be carried out in accordance with the Bureau of Indian Standards Specifications. In case there is no such specifications in Bureau of Indian Standards, the work shall be carried out as per manufacturers specifications, if not available then as per District Specifications. In case there are no such specifications as required above, the work shall be carried out in all respects in accordance with the instructions and requirements of the Resident Engineer, Ed.CIL.

## **CLAUSE 29**

### **With-holding and lien in respect of sums due from contractor**

- i) Whenever any claim or claims for payment of a sum of money arises out of or under the contract or against the contractor, the Ed.CIL shall be entitled to withhold and also have a lien to retain such sum or sums in whole or in part from the security, if any deposited by the contractor and for the purpose aforesaid, the Resident Engineer, Ed.CIL or the Ed.CIL shall be entitled to withhold the security deposit, if any, furnished as the case may be and also have a lien over the same pending finalisation or adjudication of any such claim. In the event of the security being insufficient to cover the claimed amount or amounts or if no security has been taken from the contractor, the Resident Engineer, Ed.CIL or the Ed.CIL shall be entitled to withhold and have a lien to retain to the extent of such claimed amount or amounts referred to above, from any sum or sums found payable or which may at any time thereafter become payable to the contractor under the same contract or any other contract with the Ed.CIL or any contracting person through the Ed.CIL pending finalisation of adjudication of any such claim.

It is an agreed term of the contract that the sum of money or moneys so withheld or retained under the lien referred to above by the Ed.CIL will be kept withheld or retained as such by the Ed.CIL till the claim arising out of or under the contract is determined by the arbitrator (if the contract is governed by the arbitration Clause) by the competent court, as the case may be and that the contractor will have no claim for interest or damages whatsoever on any account in respect of such withholding or retention under the lien referred to above and duly notified as such to the contractor.

For the purpose of this Clause, where the contractor is a partnership firm or a limited company, the Ed.CIL shall be entitled to withhold and also have a lien to retain towards such claimed amount or amounts in whole or in part from any sum found payable to any partner/limited company as the case may be, whether in his individual capacity or otherwise.

- ii) Ed.CIL shall have the right to cause an audit and

technical examination of the works and the final bills of the contractor including all supporting vouchers, abstract, etc., to be made after payment of the final bill and if as a result of such audit and technical examination any sum is found to have been overpaid in respect of any work done by the contractor under the contract or any work claimed to have been done by him under the contract and found not to have been executed, the contractor shall be liable to refund the amount of over-payment and it shall be lawful for Ed.CIL to recover the same from him in the manner prescribed in sub-clause (i) of this Clause or in any other manner legally permissible; and if it is found that the contractor was paid less than what was due to him under the contract in respect of any work executed by him under it, the amount of such under payment shall be duly paid by Ed.CIL to the contractor, without any interest thereon whatsoever.

Provided that the Ed.CIL shall not be entitled to recover any sum overpaid, nor the contractor shall be entitled to payment of any sum paid short where such payment has been agreed upon between the Ed.CIL on the one hand and the contractor on the other under any term of the contract permitting payment for work after assessment by the Ed.CIL.

**CLAUSE 29 A**

**Lien in respect of claims in other Contracts**

Any sum of money due and payable to the contractor (including the security deposit returnable to him) under the contract may be withheld or retained by way of lien by the Resident Engineer, Ed.CIL or the Ed.CIL or any other contracting person or persons through Resident Engineer, Ed.CIL against any claim of the Resident Engineer, Ed.CIL or Ed.CIL or such other person or persons in respect of payment of a sum of money arising out of or under any other contract made by the contractor with the Resident Engineer, Ed.CIL or the Ed.CIL or with such other person or persons.

It is an agreed term of the contract that the sum of money so withheld or retained under this Clause by the Resident Engineer, Ed.CIL or the Ed.CIL will be kept withheld or retained as such by the Resident Engineer, Ed.CIL or the Ed.CIL or till his claim arising out of the same contract or any other contract is either mutually settled or determined by the arbitration Clause or by the competent court, as the case may be and that the contractor shall have no claim for interest or damages whatsoever on this account or on any other ground in respect of any sum of money withheld or retained under this Clause and duly notified as such to the contractors.

### **CLAUSE 30**

**Employment of coal mining or controlled area labour not permissible.**

The contractor shall not employ coal mining or controlled area labour falling under any category whatsoever on or in connection with the work or recruit labour from area within a radius of 32 km (20miles) of the controlled area. Subject as above the contractor shall employ imported labour only i.e., deposit imported labour or labour imported by contractors from area, from which import is permitted.

Where ceiling price for imported labour has been fixed by State or Regional Labour Committees not more than the ceiling price shall be paid to the labour by the contractor.

The contractor shall immediately remove any labourer who may be pointed out by the Resident Engineer, Ed.CIL as being a coal mining or controlled area labourer. Failure to do so shall render the contractor liable to pay to Ed.CIL a sum calculated at the rate of Rs. 10/- per day per labourer. The certificate of the Resident Engineer, Ed.CIL about the number of coal mining or controlled area labourer and the number of days for which they worked shall be final and binding upon all parties to this contract.

It is declared and agreed between the parties that the aforesaid stipulation in this Clause is one in which the public are interested within the meaning of the exception in Section 74 of Indian Contract Act, 1872.

**Explanation :** Controlled Area means the following areas :

*Districts of Dhanbad, Hazaribagh, Jamtara-a Sub-Division under Santhal Paragana Commissionery, District of Bankuara, Birbhum, Burdwan, District of Bilaspur.*

Any other area which be declared a *Controlled Area* by or with the approval of the Central Government.

**CLAUSE 31**

**Unfiltered  
water  
supply**

**The contractor(s) shall make his/their own arrangements for water required for the work and nothing extra will be paid for the same. This will be subject to the following conditions:**

- i) That the water used by the contractor(s) shall be fit for construction purposes to the satisfaction of the Resident Engineer, Ed.CIL.
- ii) The Resident Engineer, Ed.CIL shall make alternative arrangements for supply of water at the risk and cost of contractor(s) if the arrangements made by the contractor(s) for procurement of water are in the opinion of the Resident Engineer, Ed.CIL, unsatisfactory.

**CLAUSE 31 A**

**Ed.CIL/Owner  
water supply,  
if available**

Water if available may be supplied to the contractor by the Ed.CIL/Owner subject to the following conditions :

- i) The water charges @1% shall be recovered on gross amount of the work done.
- ii) The contractor (s) shall make his/their own arrangement of water connection and laying of pipelines from existing main of source of supply.
- iii) The Ed.CIL / Owner do not guarantee to maintain uninterrupted supply of water and it will be incumbent on the contractor(s) to make alternative arrangements for water at his/their own cost in the event of any temporary break down in the Government water main so that the progress of his/their work is not held up for want of water. No claim of damage or refund of water charges will be entertained on account of such break down.

## **CLAUSE 32**

### **Alternative water arrangements**

- i) Where there is no piped water supply arrangement and the water is taken by the contractor from the wells or hand pump constructed by the Government /Ed.CIL no charge shall be recovered from the contractor on that account. The contractor shall, however, draw water at such hours of the day that it does not interfere with the normal use for which the hand pumps and wells are intended. He will also be responsible for all damage and abnormal repairs arising out of his use, the cost of which shall be recoverable from him. The Resident Engineer, Ed.CIL shall be the final authority to determine the cost recoverable from the contractor on this account and his decision shall be binding on the contractor.
  
- ii) The contractor shall be allowed to construct temporary wells in authorised land for taking water for construction purposes only after he has got permission of Concerned Department and CRB&CRO/EdCIL in writing. No charges shall be recovered from the contractor on this account, but the contractor shall be required to provide necessary safety arrangements to avoid any accidents or damage to adjacent buildings, roads and service lines. He shall be responsible for any accidents or damage caused due to construction and subsequent maintenance of the wells and shall restore the ground to its original condition after the wells are dismantled on completion of the work.

## **CLAUSE 33**

### **Return of materials**

### **Surplus**

Notwithstanding anything contained to the contrary in this contract, where any materials for the execution of the contract are procured with the assistance of Ed.CIL either ~~by issue from Ed.CIL stocks or~~ purchase made under orders or permits or licences, if any, issued by Ed.CIL the contractor shall hold the said materials economically and solely for the purpose of the contract and not dispose of them without the written permission of the Ed.CIL and return, if required by the Resident Engineer, Ed.CIL, all surplus or unserviceable

materials that may be left with him after the completion of the contract or at its termination for any reason whatsoever on being paid or credited such price as the Resident Engineer, Ed.CIL shall determine having due regard to the condition of the materials. The price allowed to the contractor however shall not exceed the amount charged to him excluding the element of storage charges. The decision of the Resident Engineer, Ed.CIL shall be final and conclusive. In the event of breach of the aforesaid condition the contractor shall in addition to throwing himself open to action for contravention of the terms of the licence or permit and/or for criminal breach of trust, be liable to Ed.CIL for all moneys, advantages or profits resulting or which in the usual course would have resulted to him by reasons of such breach.

#### **CLAUSE 34**

##### **Hire of Plant & Machinery**

The contractor shall arrange at his own expense all tools, plant, machinery and equipment (hereinafter referred to as T&P) required for execution of the work except for the Plant & Machinery listed in Schedule 'C' and stipulated for issue to the contractor.

#### **CLAUSE 35**

##### **Conditions relating to use of asphaltic materials**

- i) The contractor undertakes to make arrangement for the supervision of the work by the firm supplying the tar or bitumen used.
- ii) The contractor shall collect the total quantity of tar or bitumen required for the work as per standard formula, before the process of bitumen work is started and shall hypothecate it to the Ed.CIL. If any bitumen or tar remains unused on completion of the work on account of lesser use of materials in actual execution for reasons other than authorised changes of specification and abandonment of portion of work, a corresponding deduction equivalent to the cost of unused materials as determined by the Resident Engineer, Ed.CIL shall be made and the materials return to the contractors. Although the materials are hypothecated to Ed.CIL, the contractor undertakes the responsibility for their proper watch, safe custody and protection against all risks. The materials shall not be removed from site of work without the consent of the Resident Engineer, Ed.CIL in writing.



- iii) The contractor shall be responsible for rectifying defects noticed within a year from the date of completion of the work and the portion of the security deposit relating to asphaltic work shall be refunded after the expiry of this period.

**CLAUSE 36**

**Employment  
of Technical  
Staff and  
employees**

Contractors Superintendence, Supervision, Technical Staff & Employees

- i) The contractor shall provide all necessary superintendence during execution of the work and as long thereafter as may be necessary for proper fulfilling of the obligations under the contract. The minimum of technical staff requirement at site is detailed at Schedule-F.

The contractor shall immediately after receiving letter of acceptance of the tender and before commencement of the work, intimate in writing to the Resident Engineer, Ed.CIL the name(s), qualifications, experience, age, address(s) and other particulars along with certificates, of the principal technical representative to be in charge of the work and other technical representative(s) who will be supervising the work. Minimum requirement of such technical representative (s) and their qualifications and experience shall not be lower than specified in Schedule 'F'.

The Resident Engineer, Ed.CIL shall within 3 days of receipt of such communication intimate in writing his approval or otherwise of such a representative (s) to the contractor. Any such approval may at any time be withdrawn and in case of such withdrawal, the contractor shall appoint another such representative (s) according to the provisions of this Clause. Decision of the tender accepting authority shall be final and binding on the contractor in this respect. Such a principal technical representative & other technical representative(s) shall be appointed by the contractor soon after receipt of the approval from Resident Engineer, Ed.CIL and shall be available at site before start of work.

All the provisions applicable to the principal technical representative under the clause will also be applicable to other technical representative(s). The principal technical representative and other technical representative(s) shall be present at the site of work for supervision at all times when any construction activity is in progress and also present himself/themselves, as required, to the Resident Engineer, Ed.CIL and/ or his designated representative to take instructions. Instructions given to the principal technical representative or other technical representative(s) shall be deemed to have the same force as if these have been given to the contractor. The principal technical representative and other technical representative(s) shall be actually available at site fully during all stages of execution of work, during recording/checking/test checking of measurements of works and whenever so required by the Resident Engineer, Ed.CIL and shall also note down instructions conveyed by the Resident Engineer, Ed.CIL or his designated representative(s) in the site order book and shall affix his/their signature in token of noting down the instructions and in token of acceptance of measurements/ checked measurements/test checked measurements. The representative(s) shall not look after any other work. Substitutes, duly approved by Resident Engineer, Ed.CIL of the work in similar manner as aforesaid shall be provided in event of absence of any of the representative(s) by more than two days.

If the Resident Engineer, Ed.CIL, whose decision in this respect is final and binding on the contractor, is convinced that no such technical representative (s) is/are effectively appointed or is/are effectively attending or fulfilling the provision of this clause, a recovery (non-refundable) shall be effected from the contractor as specified in Schedule 'F' and the decision of the Resident Engineer, Ed.CIL as recorded in the site order book and measurement recorded checked/test checked in Measurement Books shall be final and binding on the contractor. Further if the contractor fails to appoint a suitable technical Principal technical representative and/or other technical representative(s) and if such appointed persons are not effectively present or are absent by more than two days without duly approved

substitute or do not discharge their responsibilities satisfactorily, the Resident Engineer, Ed.CIL shall have full powers to suspend the execution of the work until such date as a suitable other technical representative(s) is/are appointed and the contractor shall be held responsible for the delay so caused to the work.

The contractor shall submit a certificate of employment of the technical representative along with every on account bill/final bill and shall produce evidence if at any time so required by the Resident Engineer, Ed.CIL.

- ii) The contractor shall preferably organize to get credentials of all the technical representatives proposed to be engaged by them for the assignment be verified.
- iii) The contractor shall provide and employ on the site only such technical assistants as are skilled and experienced in their respective fields and such foremen and supervisory staff as are competent to give proper supervision to the work.

The contractor shall provide and employ skilled, semiskilled and unskilled labour as is necessary for proper and timely execution of the work.

The Resident Engineer, Ed.CIL shall be at liberty to object to and require the contractor to remove from the works any person who in his opinion misconducts himself, or is incompetent or negligent in the performance of his duties or whose employment is otherwise considered by the Resident Engineer, Ed.CIL to be undesirable. Such person shall not be employed again at works site without the written permission of the Resident Engineer, Ed.CIL and the persons so removed shall be replaced as soon as possible by competent substitutes.

**CLAUSE 37**

**Levy/Taxes payable by Contractor**

- i) Sale Tax/VAT (except Service Tax), Building and other Construction Workers Welfare Cess or any other tax or cess in respect of this contract shall be payable by the contractor and EdCIL/ CRB&CRO shall not entertain any claim whatsoever in this respect. However, in respect of service tax, same shall be paid by the contractor to the concerned department on demand and it will be reimbursed to him by the Resident Engineer after satisfying that it has been actually and genuinely paid by the contractor.

- ii) The contractor shall deposit royalty and obtain necessary permit for supply of the red bajri, stone, kankar, etc. from local authorities.
- iii) If, pursuant to or under any law, notification or order any royalty, cess or the like becomes payable by the Government of India and does not any time become payable by the contractor to the State Government. Local authorities in respect of any material used by the contractor in the works then in such a case, it shall be lawful to the Government/Ed.CIL and it will have the right and be entitled to recover the amount paid in the circumstances as aforesaid from dues of the contractor.

### **CLAUSE 38**

**Conditions for reimbursement of levy/taxes if levied after receipt of tenders**

- i) All tendered rates shall be inclusive of all taxes and levies (except service tax) payable under respective statutes. However, if any further tax or levy or cess is imposed by Statute, after the last stipulated date for the receipt of tender including extensions if any and the contractor thereupon necessarily and properly pays such taxes/levies/cess the contractor shall be reimbursed against proof of payment, the amount so paid, provided such payments, if any, is not, in the opinion of the Ed.CIL (whose decision shall be final and binding on the contractor) attributable to delay in execution of work within the control of the contractor.
- ii) The contractor shall keep necessary books of accounts and other documents for the purpose of this condition as may be necessary and shall allow inspection of the same by a duly authorised representative of the Ed.CIL and/or the Ed.CIL and further shall furnish such other information/document as the Ed.CIL may require from time to time.
- iii) The contractor shall, with in a period of 30 days of the imposition of any such further tax or levy or cess, give a written notice thereof to the Ed.CIL that the same is given pursuant to this condition, together with all necessary information relating thereto.

### **CLAUSE 39**

**Termination of Contract on death of contractor**

Without prejudice to any of the rights or remedies under this contract if the contractor dies, the Ed.CIL shall have the option of terminating the contract without compensation to the contractor.

#### **CLAUSE 40**

**If relation working in Ed.CIL then the contractor not allowed to tender**

The contractor shall not participate to tender for works in Ed.CIL, in case his near relative is posted in any capacity in Ed.CIL's Civil & Procurement Department or as an Executive in any other Division/Department of Ed.CIL. He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any person posted in any capacity in Ed.CIL's Civil & Procurement Department or as an Executive in any other Division/Department of Ed.CIL. In case of breach of this condition by the contractor, Ed.CIL may in their discretion without prejudice to any other right or remedy available in law cancel this contract and forfeit the said earnest money / security deposit as aforesaid. If however the contractor is registered in any other Organization/department, he shall be debarred from tendering in EdCIL for any breach of this condition.

**NOTE:** By the term "near relatives" is meant wife, husband, parents and grand parents, children and grand children, brothers and sisters, uncles, aunts and cousins and their corresponding in-laws.

#### **CLAUSE 41**

**No Gazetted Engineer to work as Contractor within one year of retirement**

No engineer of gazetted rank or other gazetted officer employed in engineering or administrative duties in an engineering department of the Government of India shall work as a contractor or employee of a contractor for a period of one year after his retirement from Government service without the previous permission of Government of India in writing. This contract is liable to be cancelled if either the contractor or any of his employees is found at any time to be such a person who had not obtained the permission of Government of India as aforesaid, before submission of the tender or engagement in the contractor's service, as the case may be.

#### **CLAUSE 42**

**Reconciliation of material account**

- i) After completion of the work and also at any intermediate stage in the event of non-reconciliation of materials consumed and in balance, theoretical quantity of materials for use in the work shall be calculated on the basis and method given hereunder :-

- a) Quantity of cement & bitumen shall be calculated on the basis of quantity of cement & bitumen required for different items of work as shown in the Schedule of Rates mentioned in Schedule 'F' . In case any item is executed for which standard constants for the consumption of cement or bitumen are not available in the above mentioned Schedule/statement or cannot be derived from the same shall be calculated on the basis of standard formula to be laid down by the Resident Engineer, Ed.CIL.
  - b) Theoretical quantity of steel reinforcement or structural steel sections shall be taken as the quantity required as per design or as authorised by Resident Engineer, Ed.CIL, including authorised lappages, chairs etc. plus 3% wastage due to cutting into pieces, such theoretical quantity being determined and compared with the actual diameterwise, sectionwise and categoriwise separately.
  - c) For any other material as per actual requirements.
- ii) Over the theoretical quantities of materials so computed a variation shall be allowed as specified in Schedule 'F'. The differences in the net quantities of material actually issued to the contractor and the theoretical quantities including such authorised variation, if not fully reconciled to the satisfaction of the Resident Engineer, Ed.CIL within fifteen days of the issue of written notice by the Resident Engineer, Ed.CIL to this effect shall be recovered at the rates specified in Schedule 'F' without prejudice to the provision of the relevant conditions regarding reconciliation of materials governing the contract. Decision of Resident Engineer, Ed.CIL in regard to theoretical quantities of materials, which should have been actually used as per the Annexure of the standard Schedule of Rates and recovery at rates specified in Schedule 'F', shall be final & binding on the contractor.

For non-scheduled items, the decision of the Ed.CIL, regarding theoretical quantities of materials which should have been actually used, shall be final and binding on the contractor.

- iii) The said action under this Clause is without prejudice to the right of the Ed.CIL to take action against the contractor under any other conditions of contract for not doing the work according to the prescribed specifications.

#### **CLAUSE 43**

##### **Compensation during warlike situations**

The work (whether fully constructed or not) and all materials, machines, tools and plants, scaffolding, temporary buildings and other things connected therewith shall be at the risk of the contractor until the work has been delivered to the Owner and a certificate from him to that effect obtained. In the event of the work or any materials properly brought to the site for incorporation in the work being damaged or destroyed in consequence of hostilities or warlike operation, the contractor shall when ordered (in writing) by the Resident Engineer, Ed.CIL to remove any debris from the site, collect and properly stack or remove in store all serviceable materials salvaged from the damaged work and shall be paid at the contract rates in accordance with the provision of the agreement for the work of clearing the site of debris, stacking or removal of serviceable material and for reconstruction of all works ordered by the Resident Engineer, Ed.CIL, such payments being in addition to compensation upto the value of the work originally executed before being damaged or destroyed and not paid for. In case of works damaged or destroyed but not already measured and paid for, the compensation shall be assessed by the Ed.CIL upto Rs. 5,000=00 by Resident Engineer and by Project Manager for a higher amount. The contractor shall be paid for the damages/destruction suffered and for the restoring the material at the rate based on analysis of rates tendered for in accordance with the provision of the contract. The certificate of the Resident Engineer, Ed.CIL regarding the quality and quantity of materials and the purpose for which they were collected shall be final and binding on all parties to this contract.

Provided always that no compensation shall be payable for any loss in consequence hostilities or warlike operations (a) unless the contractor had taken all such precautions against air raid as are deemed necessary by the A.R.P. Officers or the Resident Engineer, Ed.CIL (b) for any material etc. not on the site of the work or for any tools, plant, machinery, scaffolding, temporary building and other things not intended for the work.

In the event of the contractor having to carry out reconstruction as aforesaid, he shall be allowed such extension of time for its completion as is considered reasonable by the Ed.CIL.

**CLAUSE 44**

**Apprentices  
Act  
provisions to  
be complied  
with**

The contractor shall comply with the provisions of the Apprentices Act, 1961 and the rules and orders issued thereunder from time to time. If he fails to do so, his failure will be a breach of the contract and the Ed.CIL may, in his discretion, cancel the contract. The contractor shall also be liable for any pecuniary liability arising on account of any violation by him of the provisions of the said Act.

**CLAUSE 45**

**Release of  
Security  
deposit after  
labour  
clearance**

Security Deposit of the work shall not be refunded till the contractor produces a clearance certificate from the Labour Officer. As soon as the work is virtually complete the contractor shall apply for the clearance certificate to the Labour Officer under intimation to the Resident Engineer, Ed.CIL. The Resident Engineer, Ed.CIL, on receipt of the said communication, shall write to the Labour Officer to intimate if any complaint is pending against the contractor in respect of the work. If no complaint is pending, on record till after 3 months after completion of the work and/or no communication is received from the Labour Officer to this effect till six months after the date of completion, it will be deemed to have received the clearance certificate and the Security Deposit will be released if otherwise due.



## **SPECIAL CONDITIONS**

### **1.0 General Requirements**

- 1.1 The tenderer shall study all the requisite tender drawings, specifications and the conditions of tender documents before tendering his rates.
- 1.2 Time allowed for execution of the work as specified in Schedule 'F' shall be the essence of the contract.
- 1.3 The contractor after acceptance of his tender is required to submit to the Resident Engineer, Ed.CIL for his approval a programme showing the order of procedure in which he proposes to carry out the works. The contractor shall whenever required by the Resident Engineer, Ed.CIL, also provide in writing for his information a general description of the arrangements and methods which the contractor proposes to adopt for execution of works.
- 1.4 If as per local Municipal or any other local Regulations, huts for labour are not to be erected at the site of work by the contractors, the contractors are required to provide such accommodation at a place as not objectionable to the local body and nothing extra shall be payable on this account.
- 1.5 The contractor shall take instructions from Resident Engineer, Ed.CIL for stacking of materials. No excavated earth or building materials etc. shall be stacked/ collected in areas where other buildings, roads, services, compound wall etc. are to be constructed.
- 1.6 Other agencies doing works related with this project may at times be required to simultaneously execute their works and the contractor shall afford necessary co-ordination & facilities for unhindered completion of these works.
- 1.7 The contractor shall leave such necessary holes, openings etc. as may be directed by the Resident Engineer, Ed.CIL for laying, burying or fixing conduits, pipes, boxes, cables, clamps, hooks, fans etc. Conduits for electrical wiring/cables will be laid in such a way that they leave enough space for concreting and do not adversely affect the structural members. Nothing extra over and above the agreement rates shall be payable on this account.
- 1.8 A *Site Order Book* shall be kept at the Resident Engineer, Ed.CIL's office at the site of the work. As far as possible, all orders regarding the work are to be entered in this book. All entries shall be signed by the Resident Engineer, Ed.CIL, his authorised sub-ordinates incharge of work, senior officers of Ed.CIL, Architect, Owner and the contractor or his authorised representative. In important case, the Resident Engineer, Ed.CIL will countersign the entries which have been made.

The Site Order Book shall not be removed from the work site except with written permission of the Resident Engineer, Ed.CIL and the contractor or his representative shall be bound to take note of all instructions and directions meant for the Contractor as entered in the Site Order Book without having to be called on separately to note them. The Resident Engineer, Ed.CIL shall submit

periodically copies of the remarks in the Site Order Book to Ed.CIL for record, and to the contractor for submitting compliance report.

## **2.0 Site/building**

- 2.1 The tenderer shall acquaint himself with the proposed site of work, conditions at work site, its sub-soil strata, underground water table and its approach roads to the site of work before quoting his rates. In case, for carriage of materials etc, to the work site, the preparation of new approach road or repair to the existing approach road and its maintenance during the execution of the work is required; the same would be provided & maintained by the tenderer at his own cost for which nothing extra shall be payable.
- 2.2 The site/building is available for the work at present. However, if for any reasons, any part of the site is not available for the part of work under the contract, and an alternative site is provided, the agreed construction schedule shall be suitably modified to compensate the delay in completion of the work. However, under no circumstances, the contractor shall be entitled to any claim of financial damage, whatsoever, on this ground and he shall diligently divert his men and materials suitably to utilise them profitably at his sole discretion.

## **3.0 Security & Safety Measures**

- 3.1 The contractor shall take all precautions to avoid all accidents by exhibiting caution boards day and night, speed limit boards, red flags, red lights and providing barriers etc. He shall be responsible for all damages and accidents caused to existing/new work due to any negligence in this regard. He shall also ensure that no hindrance is caused to traffic/thorough fare during the execution of the work.
- 3.2 The contractor shall take care of all safety precautions pertaining to construction of works, such as, excavation, trenching, blasting, demolition, provision of scaffolding, ladder, working platforms, gangways, electric arc and gas welding, use of hoisting and construction machinery. He shall be governed by relevant provisions of Safety Code and as directed by the Resident Engineer, Ed.CIL and nothing extra is payable on this account.
- 3.3 It shall be ensured by the contractor that no electric live wire is left exposed or un-attended so as to avoid any accidents in this regard.
- 3.4 Some restrictions may be imposed by the security staff etc. on the working and/or movement of labourers, materials etc. The contractor shall be bound to follow all such restrictions/instructions and nothing extra shall be payable on this account.
- 3.5 The contractor shall be responsible for the watch and ward of the building, safety of all fittings & fixtures including sanitary and water supply fittings & fixtures against pilferage and breakage during the period of installation and thereafter till the building is physically handed over to the Owner.

- 3.6 In order to indemnify the Ed.CIL for any claim on account of damage to adjacent properties/structures, and the contractor shall insure against such claim that may arise out of or due to work done by him before commencement of the actual work and nothing extra shall be paid on this account.
- 3.7 The contractor shall take all preventive measures against any damage caused by rain, snowfall, floods or any other natural calamity, whatsoever, during the execution of the work. The contractor shall be fully responsible for any damage to the Government property and to the work for which the payment has been advanced to him under the contract. The contractor shall maintain an insurance policy against damage to the work done. Nothing extra shall be payable to the contractor for maintaining such insurance policy.

#### **4.0 Water & Electricity**

- 4.1 The contractor shall make his own arrangement for water suitable for construction and nothing extra shall be payable on this account.
- 4.2 The contractor shall make his own electricity arrangements for construction purpose, if required and make necessary payments directly to the Electricity Department concerned and nothing extra shall be payable on this account.
- 4.3 The water for construction work, if drawn from underground source, shall be got tested quarterly from the laboratory approved by the Resident Engineer, Ed.CIL, to ensure its suitability for construction. All costs for these tests and related arrangements shall be borne by the contractor. In the event of water being found un-suitable for construction, the contractor shall make alternative arrangements for suitable water to the satisfaction of the Resident Engineer, Ed.CIL & nothing extra shall be payable on this account.

#### ~~5.0 Instruments and Laboratory~~

- ~~5.1 The contractor shall provide, at his own cost instruments for surveying, weighing and measuring purpose at the site of work as may be necessary for execution of the work.~~
- ~~5.2 Site of work shall have a laboratory equipped with the following equipments :-~~
- ~~(a) Balances~~
- ~~i) 500 gm capacity, digital/semi self indicating type Accuracy 1 gm.~~
- ~~ii) Pan Balance 5 kg capacity Accuracy 10 gm.~~
- ~~(b) Ovens Electrically operated, thermostatically controlled up to 110° C Sensitivity 1 cc.~~
- ~~(c) Sieves : as per IS 460~~

- ~~i) IS Sieves 450 mm internal dia of sizes 100 mm, 80mm, 63 mm, 50 mm, 40 mm, 25 mm, 20 mm, 12.5 mm, 10 mm, 4.75 mm complete with lid and pan.~~
- ~~ii) IS Sieves 200 mm internal dia (brass frame) consisting of 2.36 mm, 1.18 mm, 500 microns, 425 microns, 300 microns, 212 microns, 150 microns, 90 microns, 75 microns with lid and pan.~~
- ~~(d) Sieve shaker capable of 200 mm and 300 mm dia sieves, manually operated with timing switch assembly.~~
- ~~(e) Equipment for slump test Slump cone, stool plate, tamping rod, stool scale, scoop.~~
- ~~(f) Dial gauges 25 mm travel 0.01 mm / division least count 2 Nos.~~
- ~~(g) Compression testing machine, electrical-cum-manually operated.~~
- ~~(h) Graduated measuring cylinders 200 ml capacity 3 Nos.~~
- ~~(i) Enamel trays (for efflorescence test for bricks)~~
  - ~~300 mm x 250 mm x 40 mm 2 Nos.~~
  - ~~Circular plates of 250 mm dia 4 Nos.~~
- ~~j) 15 cm moulds for concrete cubes 30 nos.~~
- ~~k) Other instruments like steel tapes 3 mm, vernier Calipers, a good quality plumb bob, spirit level minimum 30 cm long with 3 bubbles for horizontal vertical, foot ruler, magnifying glass, screw driver 30 cms long, plastic bags for taking samples etc.~~
- l) Micrometer Screw 25 mm gauge

## **6.0 Engaging Specialised Agencies for Work**

6.1 The contractor shall engage specialised agency having adequate technical capability and experience of having executed at least two similar items of work for executing the following specified items of the following works:

- a) Factory made door shutters, cup board shutters of all types.
- b) Factory made pressed steel door frames.
- c) Factory made steel windows.
- d) Providing & fixing Aluminium doors/windows/ventilators/glazing/curtain walls including powder coating.
- e) Water Proofing treatment of all types.
- f) Acoustic insulation, wall paneling, false ceiling etc.
- g) Anti-termite treatment.

6.2 The specialised agency for the work shall be got approved from the Resident Engineer, Ed.CIL well before actual commencement of the item of work. The

contractor shall submit the list of specialised agencies proposed to be engaged by him alongwith the required information to substantiate technical capability and experience of the agency for prior approval of the Resident Engineer, Ed.CIL.

- 6.3 The conditions of approval of specialised agency by the Resident Engineer, Ed.CIL shall be final and binding on the Contractor and he shall comply all such conditions of approval.

## **7.0 Electrical License**

The Contractor shall perform the electrical works with personnel holding license from the concerned Licensing Board.

For this purpose, prior to execution of electrical works, the Contractor shall furnish the details of his/her employees holding supervisory competency certificate and wireman license to the Resident Engineer.

The decision of the Resident Engineer on deployment of electrical personnel for electrical works shall be final & binding to the contractor and he/she shall comply all such instructions for engagement of competent electrical personnel.

## **8.0 Making Sample/Mock-up Unit**

The contractor shall construct a sample unit complete in all respects as per the directions of the Resident Engineer, Ed.CIL. This sample unit shall be got approved from the Resident Engineer, Ed.CIL and Architect and before commencing the mass work of plastering, flooring and fixing the fixtures or any such other item. No payment be made for the above said purpose.

## **9.0 Compliance to Government Regulations and Building Bye Laws**

- 9.1 ~~The Contractor shall be responsible for obtaining all the statutory approvals that shall be required during intermediate stages of currency of project, and till the completion, handing over & occupation of the completed buildings & appurtenant services. After completion of the work, the Contractor shall be responsible for obtaining occupancy & completion certificates from the concerned statutory authorities. The contractor is also responsible for obtaining permanent electrical connection, permission for digging of bore well, permanent water connection, sewer connection, NOC for Lift & Fire Fighting, etc. from the concerned authorities to make the building functional & occupiable. The expenses towards obtainment of the same has to be incurred by the contractor and nothing extra shall be paid in this regard (except statutory deposit amount for which CRB&CRO /EdCIL shall deposit the said amount).~~

The contractor should be registered with the provident fund before commencement of the work at site. The contractor should submit the PF details to EdCIL alongwith a copy of proof of submission of all the employees engaged for the said project on quarterly basis.

~~The Architect shall facilitate the Contractor to fill the necessary forms/documents and provide to the Contractor all the necessary information/details required for the purpose. The applicable processing fees deposited by the Contractor with the concerned authorities shall be reimbursed to him by Ed.CIL on production of receipts/vouchers for deposit of these payments. All other expenses towards such approvals including conveyance, liaison charges, if any, etc. shall be borne by the Contractor.~~

~~Any expenses incurred by the Contractor except the applicable processing fees deposited with the statutory authorities for obtaining the said completion certificate shall be borne by him.~~

~~An amount of Rs. 5,00,000.00 shall be withheld from the security deposit due to the Contractor and shall be released after obtainment of all the statutory clearances & permanent electrical & water connection from the concerned authorities.~~

9.2 The work shall be carried out adhering to the environment norms and other guidelines issued by the Ministry of Environment & Forest and State Pollution Control Committee.

~~9.3 The contractor shall comply with byelaws as issued by Inspectorate of Lifts, Agra Fire Services and obtain lift license & NOC from the respective authorities. No extra claim shall be admissible on this account.~~

9.4 The work shall be carried out in the manner complying in all respects with requirements of relevant Bye-laws of the local body under the jurisdiction of which the work is to be executed or as directed by Resident Engineer, Ed.CIL and nothing extra shall be payable on this account.

~~9.5 The work of water supply, internal sanitary installations and drainage work etc. shall be carried out as per local Municipal Corporation or such local body Bye-laws and the contractor shall produce necessary completion certifications, wherever required, from such authorities after completion of work.~~

~~9.6 Water tanks, taps, pipes, fittings and accessories shall conform to Bye-laws and specifications of the Municipal body/Corporation. The contractor should engage licensed plumbers for the work and get the materials (fixtures and fittings) tested by the Municipal Authorities, wherever required, at his own cost and nothing extra shall be payable.~~

9.7 The contractor shall comply with proper and legal orders and directions of the local or public authority or municipality and abide by their rules and regulations and pay all fees and charges which may be liable. No extra claim shall be admissible on this account.

9.8 The contractor shall give due notices to Municipal, Police and / or other authorities that may be required under the law/rules under force in the area and obtain all requisite licenses for temporary obstructions/enclosures and pay all charges which may be leviable on account of his execution of work under the agreement. Nothing extra shall be payable on this account.

~~9.9 The contractor shall comply with Bye laws of Fire Fighting Department, wherever required, & obtain a certificate of completion from them. No extra claim shall be admissible on this account.~~

~~9.10 The building shall not be constructed within minimum mandatory distance, as specified in Indian Electricity Rules and as per the requirement of the Local Electricity Board, from the voltage lines running on any side of the site.~~

~~9.11 The Contractor will display board of minimum edge of 0.90 metre x 1.20 metre indicating the following:~~

~~i) Plot No. & Location : \_\_\_\_\_~~

~~\_\_\_\_\_~~

~~\_\_\_\_\_~~

~~ii) Name of Lessor/Owner : \_\_\_\_\_~~

~~\_\_\_\_\_~~

~~\_\_\_\_\_~~

~~iii) Use of the property as per  
lease deed : \_\_\_\_\_~~

~~iv) Date of sanction of Building  
Plans with number : \_\_\_\_\_~~

~~\_\_\_\_\_~~

~~v) Sanction valid upto : \_\_\_\_\_~~

~~vi) Name of the Project : \_\_\_\_\_~~

~~Management Consultant~~

~~and his address \_\_\_\_\_~~

~~vii) Name of the Architect &  
his address : \_\_\_\_\_~~

~~\_\_\_\_\_~~

~~\_\_\_\_\_~~

~~viii) Name of the Contractor &  
his address : \_\_\_\_\_~~

~~9.12 The provision of the display board on the construction site is a mandatory requirement & non-compliance of the same will invite a penalty from the statutory authorities of an amount of Rs. 5,000/- OR an amount as amended from time to time.~~

9.13 The Contractor shall ensure that the construction work shall be carried out in such a manner that no disturbance/nuisance is caused to the residents of the neighbourhood.

- 9.14 The Contractor shall ensure that the malba during the construction stage will be removed on the weekly basis. If the same is not done, the local body shall remove the malba. In all such cases, the cost as assessed by the local body shall be borne by the Contractor.
- 9.15 During construction it is mandatory on the part of the Contractor to properly screen the construction site off the main road by means of erecting screen wall not less than 2.45 metre in height from ground level which is to be painted to avoid unpleasant look from the road side. In addition of this, a net or some other protected material shall be hoisted at the facades or the building to ensure that any falling material remains within the protected areas.
- 9.16 The Contractor shall ensure that noise related activities will not be taken up for construction at night after 10:00 PM, and before 6:00 AM .

## **10.0 Materials**

- 10.1 All materials to be incorporated in the work, shall be in accordance with the specifications laid down.

The tenderer shall use materials bearing ISI Certification Mark unless otherwise specified or allowed in writing by the Resident Engineer, Ed.CIL. Any material banned by the Ed.CIL/Government shall not be used in the work.

- 10.2 The contractor shall submit to the Resident Engineer, Ed.CIL samples of all materials for approval. Such samples of materials which affect aesthetics of the work shall also be got approved from the Architect before procuring bulk supplies. These approved samples shall be preserved and retained in the custody of the Resident Engineer, Ed.CIL as standards of materials till the completion of the work. The cost of such samples shall be borne by the Contractor and nothing shall be payable on this account over the accepted rates.
- 10.3 The contractor shall be required to get necessary tests carried out on materials/work from an approved laboratory as per the directions of the Resident Engineer, Ed.CIL.
- 10.4 The contractor shall be fully responsible for the safe custody of the materials even though the materials are required to be kept under double lock and key system under the joint control of the contractor and Ed.CIL.
- 10.5 Procurement of marble shall be as per approved sample available with Architect.
- 10.6 Brand Names

The material of first / standard quality of the makes specified in the *Schedule of approved brand names* are to be used.

- 10.6.1 The Resident Engineer, Ed.CIL reserves the rights to select any of the brands indicated in the *Schedule of approved brand names*. The tenderer shall quote his rates on the basis of the price of the brand/make stipulated



in the item of work as described in *Schedule of Quantities & Specification* as well as in the *Schedule of approved brand names*. The Contractor cannot claim any thing extra if the Resident Engineer, Ed.CIL changes the make but within the *Schedule of approved brand names*, before placing the order.

- 10.6.2 In case of item for which approved make is not given, the Contractor shall with the prior approval of the Resident Engineer, Ed.CIL, procure the same of first quality and satisfy the Resident Engineer, Ed.CIL before use in the works.
- 10.6.3 Material shall be brought to site in original packings. Manufacturer's test certificates and /or invoices for all materials shall be handed over to the Resident Engineer, Ed.CIL on demand. In case of any contradiction between the approved makes specified and mentioned in the Specifications or Schedule of Quantities, the decision of the Resident Engineer, Ed.CIL shall be final and binding on the contractor.
- 10.6.4 Wherever switchgears, DB etc of specified ratings are not manufactured by the Manufacturer, next available higher size appropriately fused shall be used within the rates quoted.
- 10.6.5 Ed.CIL reserves the right to have any or all random samples of materials checked/tested by an approved test house. The Contractor will bear all such test fees and organise other liaison works including all other incidental charges such as freight, handling, packing etc.

#### ~~10.7 Steel~~

- ~~10.7.1 The contractor shall procure steel reinforcement bars conforming to relevant BIS codes from main producers as approved by the Ministry of Steel and secondary producers or re-rollers having valid BIS licence. For TMT bars conforming to relevant BIS code, procurement shall be made from main producers and secondary producers having valid BIS licence. The contractor shall have to obtain and furnish test certificates to the Resident Engineer, Ed.CIL in respect of all supplies of steel brought by him to the site of work. Samples shall also be taken and got tested by the Resident Engineer, Ed.CIL as per the provision in this regard in relevant BIS codes. In case the test results indicate that the steel arranged by the contractor does not conform to BIS codes, the same shall stand rejected and shall be removed from the site of work by the contractor at his cost within a week's time from the written orders from the Resident Engineer, Ed.CIL to do so.~~
- ~~10.7.2 The steel reinforcement shall be brought to the site in bulk supply of 05 tonnes or more or as decided by the Resident Engineer, Ed.CIL.~~
- ~~10.7.3 The steel reinforcement shall be stored by the contractor at site of work in such a way as to prevent distortion and corrosion and nothing extra shall be paid on this account. Bars of different sizes and lengths shall be stored separately to facilitate easy counting and checking.~~

~~10.7.4 For checking nominal mass, tensile strength, bend re-bend test etc specimen of sufficient length shall be cut from each size of the bar at random of frequency not less than that specified below:~~

<del>Size of bar</del>	<del>For consignment below 100 tonnes</del>	<del>For consignment over 100 tonnes</del>
<del>Under 10mm dia</del>	<del>One sample for each 25 tonnes or part thereof</del>	<del>One sample for each 40 tonnes or part thereof.</del>
<del>10mm to 16mm dia</del>	<del>One sample for each 35 tonnes of part thereof</del>	<del>One sample for each 45 tonnes or part thereof.</del>
<del>Over 16mm dia</del>	<del>One sample for each 45 tonnes or part thereof</del>	<del>One sample for each 50 tonnes or part thereof.</del>

~~10.7.5 The contractor shall supply free of charge the steel required for testing. The cost of tests shall be borne by the contractor.~~

~~10.7.6 The actual consumption of steel on work site shall be calculated and proper accounts maintained. The theoretical consumption of steel shall be worked out as per procedure prescribed in Clause 42 of the Clauses of Contract & the same shall be governed by conditions laid therein.~~

~~10.7.7 Steel brought to site and steel remaining unused shall not be removed from site without the written permission of the Resident Engineer, Ed.CIL.~~

~~10.7.8 On receipt of structural drawings the contractor shall prepare a bar bending schedule and submit to the Resident Engineer, Ed.CIL for obtaining approval of Architect.~~

## **10.8 Cement**

~~10.8.1 Cement bags shall be stored in separate godowns to be constructed by contractor at his own cost as per sketch at Annexure II, with weatherproof roofs and walls (The sketch is only indicative and actual size will depend on the site requirements). Each godown shall be provided with a single door with double lock arrangement. The keys of one lock shall always remain with the authorised representative of Resident Engineer, Ed.CIL of work and that of the other lock with the authorised agent of the contractor at site of work so that the cement from the godown is removed according to daily requirement with the knowledge of both the parties and proper account of issue of cement is maintained in the prescribed proforma.~~

~~The contractor shall be responsible for the watch and ward and safety of the cement godown. The contractor shall facilitate the inspection of the cement godown by the Resident Engineer, Ed.CIL at any time.~~

10.8.2 The contractor shall procure only 43 grade (conforming to IS:8112) ordinary portland cement, as required in the work from reputed manufacturers of cement holding licence to use ISI certification mark for

their product whose name shall be got approved from the Resident Engineer, Ed.CIL. Supply of cement shall be taken in 50 kg bags bearing manufacturer's name and ISI marking. Samples of cement arranged by the contractor shall be taken by the Resident Engineer, Ed.CIL and got tested in accordance with provisions of relevant BIS codes. In case test results indicate that the cement arranged by the contractor does not conform to the relevant BIS codes, the same shall stand rejected and shall be removed from the site by the contractor at his own cost within a week's time of written order from the Resident Engineer, Ed.CIL, to do so.

~~10.8.3 The cement shall be brought at site in bulk supply approximately 20 tonnes or as decided by the Resident Engineer, Ed.CIL.~~

10.8.4 The contractor shall supply free of charge the cement required for testing. The cost of tests shall be borne by the contractor.

## **11.0 Testing of materials**

11.1 The materials brought to site before being incorporated in the work shall be inspected and if necessary tested before approval by the Resident Engineer, Ed.CIL. Any work, on which such materials are used without prior inspection (and when necessary testing) and without approval and written permission of the Resident Engineer, Ed.CIL, is liable to be considered as defective and not acceptable.

11.2 The day to day and periodical tests to be carried out on materials, mixes and placed concrete etc. shall be specified by the Resident Engineer, Ed.CIL from time to time and the Contractor shall allow all facilities and cooperation towards collection of samples etc. All labour for collecting samples for test will be supplied by contractor free of costs to the Resident Engineer, Ed.CIL. All testing charges will be borne by the Contractor. Also, transport of field sample from work site to the testing laboratory approved by the Resident Engineer, Ed.CIL shall be arranged by the Contractor at his own cost.

11.3 Mandatory tests and their frequency is prescribed in the respective CPWD specifications. However, additional tests may be required for such materials and items of works not covered by the said specifications. In such cases, Resident Engineer, Ed.CIL's direction will be final and binding.

11.4 An authorised representative of the Contractor shall remain present at the time when the samples are taken and shall authenticate the facts, if so required. Should the Contractor or his authorised representative fail to be present as aforesaid, the samples or cores etc. taken by the Resident Engineer, Ed.CIL or his representative shall be considered to be authentic. The Contractor will, however, be informed of the details of such samples having been taken.

11.5 The materials, mixes and cores shall be tested day to day and periodically at an approved laboratory and the results given thereby shall be considered correct and authentic by the Contractor. The Contractor shall be given access to all operations and tests that may be carried out as aforesaid so that he may satisfy himself regarding the procedure and methods adopted. It shall then be the

Contractor's responsibility to produce on the works, materials and finished item to the standard based on the laboratory designs and tests.

- 11.6 The contractor shall give a performance test of the entire work as per standing specifications before the work is finally accepted and nothing extra shall be payable to the contractor for the same.
- 11.7 In case any materials/work is found sub-standard, the same shall be rejected by the Resident Engineer, Ed.CIL and the same shall be removed from the site of work within 48 hours, failing which the same shall be got removed by the Resident Engineer, Ed.CIL at the risk and cost of the contractor without giving any further notice and time.

## **12.0 Drawings**

- 12.1 The drawings shall remain in the sole custody of the Resident Engineer, Ed.CIL. The contractor shall be furnished two copies of drawings free of charge. The contractor shall provide and make at his own expenses any further copies required by him. At the completion of contract, the contractor shall return to the Resident Engineer, Ed.CIL all drawings provided under the contract.
- 12.2 One copy of the drawings, furnished to the contractors as aforesaid, shall be kept by the contractor on the site and the same shall, at all reasonable times, be available for inspection and use by the Resident Engineer, Ed.CIL or by any other persons authorised by the Resident Engineer, Ed.CIL in writing.
- 12.3 Detailed drawings on the basis of which actual work is to be executed will be furnished to the contractor progressively based on the programme evolved after the award of the work. The contractor will not be entitled for any claim on account of any variation in the detailed drawings vis-a-vis the tender drawings.
- 12.4 The contractor shall give written notice to the Resident Engineer, Ed.CIL whenever planning or progress of the works is likely to be delayed or disrupted unless any further drawing or order, including a directions, instruction or approval, is issued by the Resident Engineer, Ed.CIL within a reasonable time. The notice shall include all details of the drawing or order required and of why and by when it is required and of any delay or disruption likely to be suffered if it is late.
- 12.5 If by any reason or inability of Resident Engineer, Ed.CIL to issue within a time reasonable in all the circumstances any drawing or order required by the contractor in accordance with sub- clause 12.3 of Special Conditions the contractor suffers delay then the Resident Engineer, Ed.CIL shall take such delay into account in determining the extension of time to which the contractor is entitled under Clause 2 of Clauses of Contract hereof.
- 12.6 The structural and architectural drawings shall at all times be properly co-related before executing any work. However, in case of any discrepancy in the item given in the Schedule of Quantities appended with the tender and the architectural drawings relating to the relevant item, the former shall prevail unless otherwise given in writing by the Resident Engineer, Ed.CIL/Ed.CIL.

### **13.0 Rates**

- 13.1 The contractor shall be responsible for completing the work and for satisfying all terms and conditions of the Contract without any extra payment over his quoted rates unless otherwise specified. The contractor shall quote his rates for various items of work accordingly and no claim whatsoever shall be entertained for any incidental or extra work involved in the execution of the work as per nomenclature of the item, the specifications and special conditions indicated in the tender documents.
- 13.2 Subject to the nomenclature/description of the item as per Schedule of Quantities, the specifications indicated in the tender documents other conditions of contract, and clauses of contract, the rates quoted by contractor shall include cost of all materials including royalty and taxes if any, labour, sundry inputs, execution of work at all heights, levels and for all leads, lifts and depths including overhead charges and contractor's profit, unless specifications/nomenclature of the item specifies otherwise.
- 13.3 In case the same item is covered under two or more sub-heads in the Schedule of Quantities, then the rate quoted lowest by the contractor will be eligible for payment for the repeated item under all Sub-heads.
- 13.4 The rate shall be inclusive of making design, pattern and execution of work as per architectural and structural drawings. For stone used in staircase treads and risers, the rates quoted shall be considered for single piece upto 1.2 m length.
- 13.5 If any two varieties of flooring merge together, the rates shall be considered inclusive of all difference in thickness in the flooring sub-head. No claim for extra screed/mortar shall be admissible.
- 13.6 The rate of items of flooring shall be inclusive of work for sunken or depressed floors & no extra claim shall be admissible on this account.
- 13.7 The rates shall be inclusive of making any holes in walls/RCC work for fixing any frame work and making good the structure to its original shape and finish & no extra claim shall be admissible on this account.
- 13.8 The rates quoted for GI works is inclusive of elbows, tees, ferrules, etc. and no extra claim shall be admissible on this account, unless specifications/nomenclature of the item specifies otherwise.
- 13.9 The rate shall be inclusive of working under water and adverse conditions and including pumping out or bailing out water. The rate shall also include water encountered from any source such as rains, floods, any other cause whatsoever and including sub-soil water. No extra claim shall be admissible on this account, unless specifications/ nomenclature of the item specifies otherwise.
- 13.10 The rate shall be inclusive of cost of cement slurry used over base surface of concrete work for old work for better bond with the under layer. Such use of cement slurry shall not be considered for working out the theoretical consumption of cement quantity. No extra claim shall be admissible on this account, unless specifications/ nomenclature of the item specifies otherwise.

- 13.11 The brick works/RCC/plastering rates quoted shall be inclusive of any circular works, or work at all heights and no extra claim shall be admissible on this account, unless specifications/nomenclature of the item specifies otherwise.
- 13.12 The rates quoted shall be inclusive of formation of grooves in both internal and external plastering as per drawings/directions of Resident Engineer. The plastering rates shall be also inclusive of drip courses/drip bands and it is mandatory to provide the same. No extra claim towards providing drip course/drip bands shall be admissible, unless specifications/ nomenclature of the item specifies otherwise.
- 13.13 The measurement for all water proofing works except for tapecrete/armourcrete shall be measured only for plan area and nothing extra shall be paid for vertical surfaces. The measurement for tapecrete/armourcrete water proofing shall be made for plan and vertical surface areas.
- 13.14 In case of roof slabs, the top surface shall be finished even and smooth with wooden trowel before concrete begins to set. The cost of this operation shall be deemed to be included in the rate quoted by the contractor for RCC of any mix.

#### **14.0 Payments**

- 14.1 The bills shall be prepared by the contractor together with details of measurement based on drawings as far applicable which shall be done in duplicate book and given to the Resident Engineer, Ed.CIL, one copy duly checked shall be returned back to the contractor for entering in the measurement book.
- 14.2 Mobilisation advance ~~and plant & machinery advance~~, as per clause 10(B)(ii) ~~and 10(B) (iii)~~ of Clauses of Contract respectively; will be released to the contractor, apart from fulfilling other conditions stipulated in the respective clauses on execution of Bank Guarantee Bonds from a Nationalized Bank for the full amount of advance to be released. These Bank Guarantees, not more than five numbers, may initially be submitted by the contractor for the full amount of advance.

These Bank Guarantees, at the sole discretion of Ed.CIL, will be released (in parts) to the contractors on request as and when these advances are adjusted.

- 14.3
- a) For the purpose of recording measurements and preparing running account bills, the CPWD's Delhi Schedule of Rates (DSR) 2012 abbreviated nomenclature of items shall be accepted. The abbreviated nomenclature shall be taken to cover all the materials and operations as per complete nomenclature of the relevant items in the agreement and other relevant specifications.
  - b) In the case of items for which abbreviated nomenclature is not available in the aforesaid publication and also in case of Extra and Substituted items of works for which abbreviated nomenclature of items are not provided for in the agreement, the full nomenclature of items shall be reproduced in the measurements books and bill forms for the running account bills.

- c) For the final bill, however, the full nomenclature of all the items shall be adopted in preparing abstract in the measurement books and in the bill form.
- d) Ed.CIL , on request of the contractor, whose decision shall be final and binding, may release an amount upto 75% of the amount of initial scrutiny as far as admissible within 5 days of the receipt of contractors running account bill.

The balance amount of the bill shall be released within 10 days of the release of initial scrutiny amount.

14.4 For measurement purpose the floor level shall mean the top surface of main structural RCC slabs of that floor including floor finish and not the top of sunken floor of toilets or any other depressed floor.

14.5 The stages of payment for the point wiring, sub-main wiring, circuit wiring, telephone wiring, LAN wiring etc shall be as follows :

<b>S.No</b>	<b>Stages of Works</b>	<b>Cumulative Percentage Payable {On Quoted Rates}</b>
i)	On conduits for ceiling on pro-rata basis.	20%
ii)	On down conduits for wall including switch boxes on pro-rata basis.	15%
iii)	On wiring on pro-rata basis.	35%
iv)	On switch / socket on pro-rata basis.	15%
v)	On testing & commissioning.	10%
vi)	On handing over & submission of as built drawings.	05%

14.6 The work shall be executed and measured in metric system. The metric dimensions given in the Schedule of Quantities and drawings etc. shall be followed. (The dimension in FPS units, wherever indicated, are for guidance only). The drawings shall not be measured to scale and only dimension indicated in figures shall be followed.

## **15.0 Electrical**

15.1 The internal wiring works, external works shall be as detailed in Schedule of Quantities, which generally consist of:

Electrical Panels, Capacitor Panel, D.G. Sets, bus duct, cables, earthing, lighting fixtures, wiring etc. including necessary civil work and foundations of all the equipment etc.

External works consisting of underground cables, feeder distribution pillars, road lighting etc.

~~The contractor shall install the total system as per approved drawings and shall be responsible to liaison with Chief Electrical Inspector to Government/Concerned Department of Safeties for obtaining the approval and safety certificate for energizing the total system. For this purpose all necessary details/services as may be required shall be forwarded/provided by the contractor at no extra cost. Further any modifications proposed by the Chief Electrical Inspector to Government/concerned authorities during inspections shall be carried out by the contractor without any extra cost to the Employer. As such it shall be ensured that the entire electrical system etc., shall meet the stipulated statutory regulations as may be needed.~~

#### 15.2 *Samples & Fabrication Drawings*

Samples of materials and fabrication drawings will be submitted by the contractor according to the schedule / specification. Any deviation from the schedule/ specification will have the written consent of the Architect/ Ed.CIL. However approval given by the Architect/ Ed.CIL any samples or drawings submitted by the contractor, shall in no way exonerate the contractor of his liability to carry out the work in accordance with the terms of the contract/ tender etc.

#### 15.3 *Working Drawings*

All fabrications drawings and other literature will also be submitted in advance for approval of the Architect/Ed.CIL through Resident Engineer, Ed.CIL. These drawings shall indicated detailed layout of all systems covered. Work at site shall commence only after the drawings and all fabrication/ work shop drawing have been approved by the Architect/Ed.CIL. Deviation/changes if any from the drawings supplied shall be marked distinctly alongwith reasons.

#### 15.4 *Painting And Marking*

All exposed steelwork will be painted with one coat of primer and two coats of synthetic enamel paint in shades approved by the Ed.CIL. This work will be done by the contractor without extra charge.

#### 15.5 *Inspection of Material & Certificates Alongwith the Supply of Materials*

Ed.CIL at its sole discretion reserved the right to conduct inspection of materials of manufacturer's works, factory, stores before despatch. Sufficient advance notice shall be given by the Contractor for this purpose in each case.

Manufacturer's test certificates for Electrical Panels, wires & Capacitors & ACB's , and Generating Sets and for any other item/materials as may be considered necessary by the Architect/Ed.CIL shall be furnished by the contractor.

#### 15.6 **Packing And Transport**

The panels, switchboards, distribution boards etc. shall be transported to site packed in wooden crates. They shall be wrapped with polythene sheets before being placed in crates to prevent damage to the finish. The crates shall have skid bottoms for handling.



## **15.7 Guarantee**

The Contractor shall ensure satisfactory operation of entire electrical system including DG sets for a period of 12 months from the date of energization of electrical system. If any maintenance related snags/manufacturing defects are found during the aforesaid period, the Contractor shall be bound to rectify at their cost and no extra claim shall be admissible on this account.

The Contractor shall depute his expert(s) service engineer(s)/technician(s) at short notice for emergent jobs but not later than a fortnight for routine jobs, if called upon by the Owner to assist in solving any maintenance/operational issue. No extra claim shall be admissible for rendering this services.

## **16.0 Completion**

- 16.1 The contractor shall maintain in perfect condition all portions executed till the completion of the entire work allotted to him/her. The contractor shall also be responsible for protection of the entire work until the same is physically handed over to the Owner.
- 16.2 On the completion of the works the contractor shall clear away and remove from the site all constructional plant & equipment, surplus materials, rubbish and temporary works of every kind, and leave the whole of the site and works clean and in a workmanlike condition to the satisfaction of the Resident Engineer, Ed.CIL.
- 16.3 On completion the contractor will prepare standard Measurement Books and furnish the same to the Resident Engineer, Ed.CIL.
- 16.4 Contractor will not be entitled to any payments for either preparation and supply of completion drawings or standard Measurement Books.

## **ADDITIONAL CONDITIONS**

- ~~1. The Contractor shall provide at no extra cost, during period of the contract a temporary office accommodation, as per sketch enclosed at page 2, Volume VI of the Tender document.~~
  - ~~The said office accommodation shall be single storied, semi permanent structure with a clear floor height of 3.15 metres between the floor level & false ceiling. The accommodation shall have flooring of Cement Concrete 1:2:4.~~
  - ~~The accommodation shall have suitable lighting arrangements. The Conference room shall be air conditioned. All other rooms will be provided with desert coolers in summer, and adequate heating arrangements in winter. Adequate furniture such as almirahs, chairs & tables shall also provided by the Contractor.~~
  - ~~Apart from construction of temporary office accommodation, all expenses towards its maintenance & operation shall be borne by the Contractor. However, all expenses viz. communication, telephone, postage, xerox, fax, etc. towards running of the said office shall not have to be borne by the Contractor.~~
  - ~~On completion of the work, the Contractor, as per the directions of the Resident Engineer, shall dismantle the temporary office accommodation and shall remove all the surplus/rubbish materials, etc. from the site of the work.~~
2. Three coloured photographs (each of approximately 175mm x 125mm size) of construction of each block/building from different angles, shall be submitted by the contractor to Ed.CIL with every running bill / final bill and nothing extra shall be payable to the contractor for the same.

## SCHEDULE A TO F

### SCHEDULE 'A'

Schedule of Quantities : Attached as per Volume-IV

### SCHEDULE 'B'

Schedule of materials to be issued to the contractors

S. No.	Description of item	Quantity	Rate in figures and words at which the material will be charged to the contractor	Place of Issue
1	2	3	4	5
-NIL-				

### SCHEDULE 'C'

Tools and plants to be hired to the contractor.

S. No.	Description	Hire charges per day	Place of Issue
1	2	3	4
-NIL-			

### SCHEDULE 'D'

Extra schedule for specific requirements/ document for the work, if any : NIL

### SCHEDULE 'E'

Schedule of component of other Materials, Labour, POL etc. for price escalation

#### Clause 10 CC

Component of Cement – : 15%  
Expressed as percent of total value of work

Component of Steel- : 20%  
Expressed as percent of total value of work

Component of Civil (except materials covered under clause 10CA)/Electrical construction Materials expressed as percent of total value of work : 38%

Component of Labour – 24%  
expressed as percent of total value of  
work  
Component of P.D.L. : 3%  
expressed as percent of total value of  
work.

#### **SCHEDULE 'F'**

#### **Reference to General Conditions of contract**

**Name of work** : Repair and Renovation of Civil & Electrical Works for 'Copyright Board & Copyright Office (CRB&CRO)' at August Kranti Bhawan, Bhikaji Kama Place, New Delhi.

#### **Estimated Cost of Works**

- Civil Works : Rs 35.79 lakhs

- Electrical Works : Rs 29.93 lakhs

Total Estimated Cost of Works : Rs. 65.72 lakhs (Rupees Sixty Five Lakhs Seventy Two Thousand only).

i) Earnest Money : Rs. 1,32,000/-  
(Rupees One Lakh Thirty Two Thousand Only)

{At the time of submission of tender by the Contractor}

OR

~~{At the time of request for issuance of tender documents by the Contractor}~~

ii) Performance Guarantee : 5% of tendered value

iii) Security Deposit : 5% of tendered value

{Deductions @ 5% of the gross amount of each running bill shall be made from each R/A bill till the sum alongwith the sum already deposited as earnest money, will amount to security deposit of 5% of the tendered value of the work.}

## **GENERAL RULES & DIRECTIONS**

**OFFICER INVITING TENDER** : Project Manager (CRB&CRO)  
EdCIL (India) Limited  
Ed.CIL House, Plot No. 18 A,  
Sector –16A, NOIDA-201301

**Definitions** : **See below**

2(xii) Accepting Authority : Chairperson & Managing Director,  
EdCIL (India) Limited,  
Ed.CIL House, 18A, Sector-16A,  
NOIDA- 201 301

2(xiii) Percentage to cover cost of water & electrical : 1%

2(xiv) Percentage on cost of materials and labour to cover all overheads and profits : 15%

2(xv) Standard Schedule of Rates : *Civil*

CPWD's Delhi Schedule of Rates-2013 with Correction Slip upto the date of receipt of tender

### *Electrical*

CPWD's Schedule of Rates for Electrical Works *Part-I (Internal) 2013; Part-II (External) 1995* with Correction Slips upto the date of receipt of tenders and relevant code for lift & Fire Fighting works.

2(xii) Department : EdCIL (India) Limited  
Ed.CIL House, 18A, Sector-16A,  
NOIDA- 201 301

### **Clause 1**

- i) Time allowed for submission of Performance Guarantee from the date of issue of 'Letter of Intent', in days : 10 days
- ii) Maximum allowable extension beyond the period provided in (i) above : 05 days

**Clause 2**

Authority for fixing compensation under clause 2. : Chairperson & Managing Director, EdCIL (India) Limited, Ed.CIL House, 18A, Sector-16A, NOIDA- 201 301

**Clause 2A**

Whether Clause-2A shall be applicable

: No  Yes

**Clause 5**

Number of days from the date of issue of Letter of Acceptance (Work Order) for reckoning the date of start of work (or) from the date of handing over of the site whichever is later. : 5 Days

Mile stone (s) as per table given below :

Table of Mile Stone (s)

S.No.	Description of Milestone (Physical)	Time Allowed in days {from date of start}
1.		
2.		
3.		
4.		

S.No	Financial Progress	Time Allowed {from date of start}
1.	1/8 <sup>th</sup> (of whole work)	1/4 <sup>th</sup> (of whole work)
2.	3/8 <sup>th</sup> (of whole work)	1/2 (of whole work)
3.	3/4 <sup>th</sup> (of whole work)	3/4 <sup>th</sup> (of whole work)
4.	Full	Full

Time allowed for execution of work. : 02 Months

Authority to give fair and reasonable extension of time for completion of work. : Chairperson & Managing Director, EdCIL (India) Limited, Ed.CIL House, 18A, Sector-16A, NOIDA- 201 301

**Clause 6 A** : Applicable

**Clause 7**

Gross work to be done together with net payment/ adjustment of advances for material collected, if any, since the last such payment for being eligible to interim payment. : Rs. 5=00 lakhs

**Clause 10 B (ii)**

Whether Clause 10 B (ii) shall be applicable

: Yes  No

**Clause 10 (C)**

Payments on account of increase/decrease in prices/wages due to statutory order (s). : Not Applicable

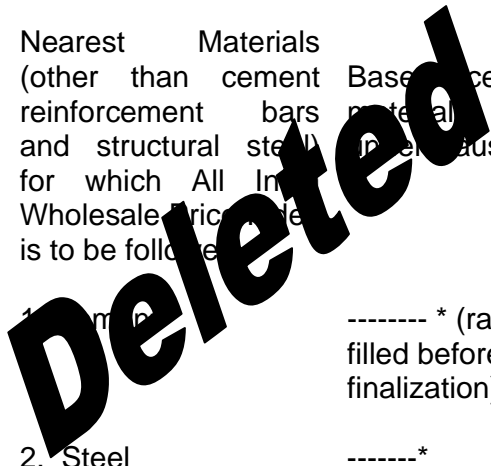
**Clause 10 (CA)**

Materials Covered under this Clause : Nearest Materials (other than cement Base price of all the reinforcement bars material covered and structural steel in Clause 10 CA\* for which All In Wholesale price is to be followed

- 1. Cement : 1. Cement ----- \* (rate to be filled before finalization)
- 2. Steel : 2. Steel -----\*

**Clause 10 (CC)**

Clause 10 (CC) to be applicable in contracts with stipulated period of completion exceeding the period shown in next column. : Not applicable



## Clause 11

Specifications to be followed for execution of work : *Civil*

CPWD Specifications-2009 Volume-I to Volume-II with Correction Slips upto the date of receipt of tenders.

### *Electrical*

General Specifications for Electrical Works : Part-I (Internal) 2005 ; Part-II (External) 1994; Part-III (Lifts & Escalators) 2003; Part-IV (Sub-stations) 2007; Part-V (Wet Riser & Sprinkler System) 2006; Part-VII (DG sets) 2006; relevant Indian Standard Code of Practice for Fire Safety and Indian Electricity Rules 1956, & as per bye-laws laid down by local Electricity Department and Indian Electricity Act-1910 as amended upto date

All installations shall comply with the requirements of Indian Electricity Rules, 1956 and Indian Electricity Act – 1910 as amended upto date.

## Clause 12

12.2 & 12.3 Deviation Limit : 30%  
beyond which  
Clauses 12.2 &  
12.3 shall apply  
for building  
works

12.5 Deviation Limit : 100%  
beyond which  
clauses 12.2 &  
12.3 shall apply  
for foundation  
works



- 12.1.2(iii) Schedule of rates for : *Civil*  
 determining rates for additional, altered or substituted items that can not be determined under 12.1.2(i) & (ii) CPWD's Delhi Schedule of Rate 2013 with Correction Slips upto the date of receipt of tenders
- Electrical*  
 CPWD's Schedule of Rates for Electrical Works *Part-I (Internal) 2013; Part-II (External) 1995* with Correction Slips upto the date of receipt of tenders
- 12.1.2(iii) Plus/minus the % over : Civil Works -----  
 the rate entered in the Electrical Works -----  
 schedule of rates.
- 12.1.2 (vi) A Deviation Limit : 30%  
 beyond which sub-clauses (i) to (v) shall not apply and clauses 12.2 & 12.3 shall apply
- 12.1.2 (vi)B(a) Deviation Limit : 100%  
 for value of any item of any individual trade beyond which sub-clauses (i) to (v) shall not apply and clauses 12.2 & 12.3 shall apply

**Clause 16**

Competent Authority for deciding : Chairperson & Managing Director,  
 reduced rates. EdCIL (India) Limited,  
 EdCIL House, 18A, Sector-16A,  
 NOIDA- 210 301

**Clause 36 (i)**

**Requirement of Technical Representative (s) and recovery rates**

*(Minimum Qualification & experience required for Principal Technical Representative and other Technical staff).*

S. No	Minimum Qualification of Technical Representative	Discipline	Minimum Experience	Minimum Number	Rate at which recovery shall be made from the contractor in the event of not fulfilling provision of clause 36 (i)	
					Figures	Words
1.	Graduate/ Diploma Engineer	Civil	6 years/ 10 years	1	Rs. 30,000.00	Rupees Thirty Thousand
2.	Graduate/ Diploma Engineer	Electrical	6 years/ 10 years	1	Rs. 30,000.00	Rupees Thirty Thousand

**Clause 42**

- i) a) Schedule/statement for determining theoretical quantity of cement & bitumen on the basis of Delhi Schedule of Rates 2013 printed by CPWD with Correction Slips upto the date of receipt of tenders.
- ii) Variations permissible on theoretical quantities
  - (a) ~~Cement for works with estimated cost~~ ~~3% plus/minus~~  
~~put to tender not more than Rs. 5 lakhs~~  
 OR  
 Cement for works with estimated cost put to tender more than Rs. 5 lakhs      2% plus/minus
  - (b) Bitumen All works      2.5% plus only
  - (c) Steel Reinforcement and structural steel sections for each diameter, section and category      2% plus/minus
  - (d) All other materials      NIL

**RECOVERY RATES FOR QUANTITIES BEYOND PERMISSIBLE VARIATION**

S. No.	Description of Item	Rates in figures and words at which recovery shall be made from the contractor. Rate in Schedule "B" plus 10% in case materials issued by department.	
		Excess beyond permissible variation	Less use beyond permissible variation
i)	Cement	NIL	Rs. 7,000.00 per MT *
<del>ii)</del>	<del>Steel Reinforcement</del>	<del>NIL</del>	<del>Rs. 52,000.00 per MT*</del>
<del>iii)</del>	<del>Structural Sections</del>	<del>NIL</del>	<del>Rs. 48,000.00 per MT*</del>