

DAMODAR VALLEY CORPORATION

CHANDRAPURA THERMAL POWER STATION
POWER HOUSE CIVIL CHANDRAPURA
CHANDRAPURA

TENDER NOTICE NO. CT/EE(C)/PH/30/388 DT. 06-03-2010



(TENDER SPECIFICATION)

NAME OF Work

EVACUATION OF ASH FROM DIFFERENT FILLED UP ASH PONDS OF CTPS, DVC, CHANDRAPURA, NUISANCE FREE TRANSPORTATION TO ABANDONED MINES OF CCL/BCCL

**EVACUATION OF ASH FROM DIFFERENT FILLED UP ASH PONDS OF
CTPS, DVC, CHANDRAPURA, NUISANCE - FREE TRANSPORTATION
TO ABANDONED MINES OF CCL/BCCL**

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**DAMODAR VALLEY COPORATION
CHANDRAPURA THERMAL POWER STATION
P.O. CHANDRAPURA :: DIST. BOKARO**

No. CT/EE(C)/PHC/30/388

Dated: 06th Mar, 10

NOTICE INVITING TENDER

Sealed tender in duplicate as **single stage three envelop bidding process** i.e. **Envelop – A** having earnest money and cost of tender paper (if downloaded from the website), **Envelop – B** containing techno commercial part filled up bid sheet with necessary credential, **Envelop – C** containing price part as per the format enclosed in the bid document are invited by the Superintending Engineer(Civil), EM&PC, DVC, CTPS, Chandrapura, Dist – Bokaro, Jharkhand for an on behalf of Damodar Valley Corporation from reputed and experienced Contractors, having credentials as sought for, working with PSU power companies/Govt/Semi-Govt organization/any other reputed power generating organization engaged in thermal power generation for the following work:

Name of the work	Estimated Qty. per annum	Estimated Amount per annum	Tender Fee	Earnest Money	Duration of the work contract
Evacuation of Ash from different filled up Ash Ponds of DVC, CTPS and Nuisance free transportation to abandoned Mines of CCL/BCCL	13.1 lakhs Cum	Rs. 19,35,87,700.00	Rs 6000/-	Rs 19,35,900/-	One Year The contract is extendable for one more year, after review of the successful performance of the contractor by DVC at the end of first year, at the same rate, terms and conditions of the agreement of the first year.

- i) **Sale period of tender documents : from 15- 03-10 to 12- 04-10 during working hours.**
- ii) **Last date of submission of tender : 20- 04- 10 up to 3:30 PM.**

The tender may be submitted on the date mentioned at any of the three places as per below:

1. **Office of CE(O&M), CTPS, DVC, Chandrapura, Dist – Bokaro, Jharkhand**
 2. **Office of DCE(Civil), EM&PC, DVC Towers, VIP Road, Kolkata-700054**
 3. **The Resident Director, BNS House, Main Road, Hinoo, Ranchi**
- iii) **Opening of bid (Part A & Part B) : 27-04-10 after 3:30 PM in the Office of CE(O&M), CTPS, DVC, Chandrapura, Dist – Bokaro, Jharkhand**
 - iv) **Pre-bid conference : 16- 04- 2010 at 03: 000 P. M. in the office of CE(O&M), CTPS, Chandrapura, Jharkhand**

The prescribed mode of submission of tender and Earnest money has been specified in the tender documents.

On the tender opening day first the **Envelop – A** shall be opened. If the **Envelop–A** is as per requirement, **Envelop – B** shall be opened. **Envelop – C** shall be opened at a later date **for the techno-commercially accepted bidders only** for which the qualified bidders shall be communicated well in advance.

TECHNO-COMMERCIAL REQUIREMENT

1.1 **Credential:**

The intending bidder should have executed similar nature of work with PSU power companies/Govt/Semi-Govt organization/any other reputed power generating organization engaged in thermal power generation during the last 7 (seven) years ending last day of month, previous to the one in which Tenders are invited in the following manner:

- i) Three similar nature of completed works each costing not less than the amount equal to 40% of the estimated cost,
- OR**
- ii) Two similar nature of completed works each costing not less than an amount equal to 50% of the estimated cost,
- OR**
- iii) One similar nature of completed work each costing not less than the amount equal to 80% of the estimated work.

“Similar nature of work” means work of evacuation of ash generated from thermal power plants only by using machineries and its nuisance free transportation and its disposal in the open cast mines in eco – friendly manner.

Completed work means executed/completed portion of work, even if the work has not been completed in totality (subject to furnishing the proof of executed value of work in the form of certified copies of RA bills).

- 1.2 The Intending Bidder should be owner either freehold or leasehold of at least 20 nos. of Dumper / Trucks, three nos. of Poclain/Excavators, three nos. of Water Tankers, two no. of dozers and two nos. of Pay loaders of at least 1.75 Cum capacity Bucket type.

Besides the successful Tenderers shall have the capability to mobilize at least 150 (one hundred fifty) nos. of Tipper trucks/Dumpers, 3 (three) nos. of poclain Excavators, 4 (four) nos. of Pay-loaders (minimum capacity 1.75 Cum), 2 (two) nos. of Water tanker and at least two nos. of Dozers of appropriate capacity additionally . The bidders should have the capacity to arrange for the replacement of dozer in the event of breakdown of dozer so engaged.

- 1.3 The bidder should have an average annual financial turn over during the last three years ending 31st March, 2009 of an amount not less than 30 % of the estimated cost of one year
- 1.4 The Intending Bidder shall furnish Annual Account reports of preceding financial years ending on 31-03-07, 31-03-08, 31-03-09 along with the audit report for assessment of overall profitability, debt equity ration etc, Tax Audit Report for the financial years mentioned above duly certified by a Chartered Accountant may be submitted.
- 1.5 The average net worth of the intending bidder within the preceding three years shall not be less than 3.5 crores.
- 1.6 Latest solvency certificate from the banker indicating the monetary limit for at least 50 % of the estimated cost shall be submitted
- 1.7 A cash flow statement for the subject contract is to be submitted.
- 1.8 Documentary evidence in support of status of business of the applicant (sole proprietor/partnership/limited company)

Note : A tolerance of $\pm 5\%$ on the quantum of Qualifying requirement may be considered.

2.0 **Conditions for issue of Tender papers:-**

The cost of tender papers is to be deposited to the Sr. ACAO, DVC, CTPS in cash or by demand draft for Rs.6000/- only in favour of Sr ACAO, DVC, CTPS payable at Chandrapura, Dist. Bokaro, Jharkhand. If cost of tender document is to be deposited in cash, the same should be deposited with the Sr. ACAO, DVC, CTPS on or before the last date of selling of tender document and cash receipt should be attached with the bid.

Following documents in original are to be produced and self certified photocopy of the same (one set) are to be submitted along with receipt of deposit of cost of tender paper and request letter for issuance of tender paper in the office of Executive Engineer(C), Power House Civil Division, DVC, CTPS. The tender documents may also be downloaded from the DVC's website.

- 2.1 Work completion certificate from the concerned organization along with copy of the Work order/Agreement in support of the intending bidder's experience of execution of work as indicated in qualifying requirements.
- 2.2 Documents towards Annual Report, Balance Sheet and Profit & Loss Account of preceding three years along with Auditor's report showing average annual financial turnover during those three years ending 31st March, 2009 of an amount not less than 30% of the estimated cost for one year. Copy of the statement towards overall profitability and cash profitability and cash profit by the Auditor/any Chartered Accountant shall also be produced.
- 2.3 Copy of latest VAT registration or STRC and STCC in the state where VAT is not applicable.
- 2.4 Copy of EPF Registration Certificate.
- 2.5 Status of the firm i.e. Company registration certificate along with Memorandum and Article of Association, Partnership deed Documentary evidence as the case may be is to be submitted.
- 2.6 Documents in support of ownership of various equipments as indicated in clause QR.
- 2.7 A certificate from the Banker (other than Co-Operative Bank and Rural Bank) in respect of financial soundness of the bidder.
- 2.8 If address of tenderer is of DVC Project , a "No Objection Certificate" from the Estate Officer, DVC of the Project to the effect that he does not have any DVC quarters/building/shop/plot of land under his un-authorized occupation/possession.

Copy of the above documents must be submitted along with the tender.

3. General Conditions:-

- 3.1 Tender document shall be issued only to prima-facie qualifying intending bidders after scrutiny of documents furnished by them. However, such issue of tender documents shall not automatically construe that the bidders are considered qualified. Such qualification can be reviewed at the time of evaluation. DVC reserve the right to seek for any other additional information from the participating bidders.
- 3.2 The intending bidder must submit all the required documents as stated in clause 2 under conditions for issuance of tender paper and also along with the tender. The tender must be submitted strictly as per manner of submission of tender indicated in the bid document.
- 3.3 Notwithstanding anything stated in the NIT, DVC in its overall interest reserves the right to assess the bidders' capability and capacity to perform the contract should the circumstances warrant, such assessment and decision of DVC shall be final.
- 3.4 The work needs to be completed within the stipulated time schedule as mentioned above and in case of delay in completion for the reasons attributable to the contractor, DVC reserves the right to recover from the contractor, a sum equivalent to 0.5% of the value of the delayed work for each week of delay and part thereof subject to maximum of 5% of the total value of the order as Liquidated damage.
- 3.5 Compliance of statutory EPF norms as notified time to time is mandatory on the part of successful bidder.
- 3.6 The successful bidder shall have to obtain labour licence and cover all labourers under insurance Policy as per Workmen's Compensation Act.
- 3.7 No tender document shall be sent by post/courier service. Money order towards cost of tender documents will not be accepted.
- 3.8 Offer shall be kept valid for one hundred and eighty (180) days from the date of opening of the tender (price part).
- 3.9 DVC reserves the right to reject/split any or all tenders without assigning any reasons thereof.

- 3.10 The intending bidder may also download the tender document from DVC's website (dvctender.com & dvcindia.org) in which case, the Bid must be accompanied with the full cost of tender paper along with all documents as stated in clause 2 under condition of issue of tender paper, failing which the tender submitted will be rejected. Where intending bidder submits its tender after downloading from the website. DVC is not responsible for any inaccuracy in the tender document so obtained/submitted. If there is any discrepancy in the tender document downloaded from website and tender document available for sale, the latter shall prevail.
- 3.11 Offer not accompanied with requisite earnest money in separate sealed cover or with inadequate value shall not be entertained and in such cases offer shall be returned to the bidder without being opened. The Earnest Money Deposit in the form of BG submitted along with the tender will not be considered as valid if value and validity of BG is less than that as prescribed, non judicial stamp paper for BG is less than that as prescribed, non judicial stamp paper for BG if purchased more than six months earlier than date of execution and name of work, name of the Firm, name of proprietor and not correctly mentioned in the Bank Guarantee. **Bank Guarantee issued by Rural Bank and Co-operative Bank is not acceptable.**
- 3.12 Character verification certificate of the tenderer will be obtained, if necessary from the respective district/police authority.
- 3.13 **The estimate of the work is exclusive of the service tax.**
- 3.14 Price bid will be evaluated as per the price format to be given with the bid document. Taxes, if any, shall be quoted categorically by the bidder in the price format.
- 3.15 Instruction regarding submission of tender and other details will be available in the Tender Documents and should be followed strictly.
- 3.16 Once a set of tender documents is purchase by a prospective tenderer, the price thereof will not be refunded on any circumstances. Tender documents issued in the name of a firm are not transferable.
- 3.17 If any tenderer submits tender without purchasing the copy of the tender document, their tender will be treated as irregular and will not be considered.
- 3.18 DVC reserves the right to amend the NIT/bidding document prior to deadline of submission of bid, for any Ireason whatsoever, including any change after pre-bid conference. Any amendment/ addendum/ corrigendum/extension, if required pertaining to NIT will be hoisted in DVC website only and will not be published in newspaper again.
- 3.19 Intending tenderers are requested to visit the DVC's website regularly for any amendment / addendum/corrigendum/extension, if any, till opening of the NIT.
- 3.20 The date of opening of price bid of techno-commercially accepted bidders shall be intimated by DVC separately.
- 3.21 Address for communication:- The Superintending Engineer(C), EM&PC, CTPS, DVC, Chnadrapura, Dist. Bokaro (Jharkhand), Pin – 825303.
Ph : 06549242854, Fax : 06549242279

4.0 : **Special Condition:**

The rate at which work is awarded to the contractor will remain firm and the contractor will have to agree to execute the work at the same rate, terms and conditions of the agreement, if the contractual period is extended to second year after the review of the successful performance of the contractor by the DVC at the end of first year.

This should also be noted that there may be a decrease in quantity of pond ash evacuation during 2nd year of contract considering utilization of Dry Fly Ash from CTPS Unit 7&8 by cement and other industries

However, variation (upward or downward) in the price of diesel during the period of the contract including the extension if any, shall be paid as price variation according to method of computation laid down in the tender documents. For the purpose of computation of price variation due to change of diesel price, the base rate shall be the price of diesel at the authorized local dealer outlet based on notification by the Govt. of India on the date of opening of price bid.

S/d
SE(Civil), EM&PC
For and on behalf of DVC

SECTION 1

CONDITIONS & RULES TO BE OBSERVED IN SUBMITTING TENDERS

SCOPE OF WORK:

1. Sealed tenders in duplicate are invited for the work Evacuation of ash from different filled up ash ponds of CTPS, DVC, Chandrapura, nuisance free transportation of ash in leak proof dumpers/trucks and disposal of ash in abandoned mines of CCL / BCCL or any other mines directed by the Engineer-in-Charge.

- i) Sale period of tender documents : from 15- 03-10 to 12- 04-10 during working hours.
- ii) Last date of submission of tender : 20- 04- 10 up to 3:30 PM.

The tender may be submitted on the date mentioned at any of the three places as per below:

- 1. Office of CE(O&M), CTPS, DVC, Chandrapura, Dist – Bokaro, Jharkhand
- 2. Office of DCE(Civil), EM&PC, DVC Towers, VIP Road, Kolkata-700054
- 3. The Resident Director, BNS House, Main Road, Hinoo, Ranchi

- iii) Opening of bid (Part A & Part B) : 27-04-10 after 3:30 PM in the Office of CE(O&M), CTPS, DVC, Chandrapura, Dist – Bokaro, Jharkhand
- iv) Pre-bid conference : 16- 04- 2010 at 03: 000 P. M. in the office of CE(O&M), CTPS, Chandrapura, Jharkhand

On the tender opening day first the **Envelop – A** shall be opened. If the **Envelop–A** is as per requirement, **Envelop – B** shall be opened. **Envelop – C** shall be opened at a later date **for the techno-commercially accepted bidders only** for which the qualified bidders shall be communicated well in advance.

1.02 The completion period of above mentioned work shall be one year which may be extended FOR FURTHER ONE YEAR subject to review of performance at the end of first year from the date of issue of work order.

1.03 The formal Agreement shall consist of:

- i) Agreement form duly signed and General Conditions of Contract.
- ii) DVC T/3 Form duly filled in and executed.
- iii) Invitation for tenders and conditions & rules to be observed in submitting tenders.
- iv) Specification with schedules, Appendix, Annexures etc.

- v) All other drawings issued from time to time approved by the Engineer.
- vi) A statement showing the relationship, if any, of the tenderer with any of the DVC employees.
- vii) Contractor's original tender.
- viii) Letter of Intent/Work order.
- ix) Any other papers, correspondence etc. that may specifically be made a part of the contract by mutual agreement. All the above papers shall be signed by the tenderer before submission.

1.04 The tenderer shall quote the rate in figures as well as in words. The rates quoted shall be inclusive of, in all cases, costs, taxes etc. However Service tax, if applicable, shall be indicated separately in the price schedule with the ruling rate and shall be reimbursed at actual including variation, if any, upto contractual completion period, on the production of documentary evidence.

Tenders must be submitted in duplicate and if tenders are not submitted, the tender form must be returned with remark " Not Quoted " by the date of opening.

1.05 No tender paper will be issued on the last working day of the month. Tender form will not be sent by post. Cash/ Money orders towards the cost of tender documents will not be accepted.

1.06 Tenderers shall deposit Earnest Money amounting Rupees nineteen lacs thirty five thousands and nine hundred only in any one of the following form :

- i) Account payee Demand Draft of any Scheduled Bank payable at S.B.I. Chandrapura in favour of Sr. Addl. Chief Account Officer, DVC, CTPS.
- ii) National Savings Certificate at their surrender value at the time of tender duly pledged in favour of Sr. Addl. Chief Accounts Officer DVC, CTPS.
- iii) Fixed Deposit Certificate of Scheduled Bank in favour of Sr. ACAO DVC, CTPS.
- iv) Post Office 5 years Cash Certificate pledged in favour of Sr. ACAO, DVC, CTPS.
- v) 12 years National Defence Certificate pledged in favour of SR. ACAO, DVC, CTPS.

vi) Bank guarantee on approved format of DVC to be issued by a nationalised bank.

vii) Bankers Cheque in favour of Sr. Addl. Chief Account Officer, DVC, CTPS.

1.07 (A) Valid statutory documents such as STRC, CTCC, EPF registration Certificate, Insurance Policy under Workmen's compensation Act, Service Tax Registration certificate etc. is to be furnished along with Techno Commercial Bid, Copy of ownership Books/partnership deed Articles of Association/Memorandum of Association as applicable attested by a Notary Public, License issued by the State Transport Dept. To operate as Transport Labour Contractor, Copy of credential in support of execution of work shall be submitted along with the tender in the format desired by the Authority inviting the tender.

1.08 MANNER OF SUBMISSION OF THE TENDER

Sealed tender shall be submitted in duplicate as **single stage three envelop bidding process** i.e. **Envelop – A** having earnest money and cost of tender paper (if downloaded from the website), **Envelop – B** containing techno commercial part filled up bid sheet with necessary credential, **Envelop – C** containing price part as per the format enclosed in the bid document. The tender may be submitted at

On the tender opening day first the **Envelop – A** shall be opened. If the **Envelop–A** is as per requirement, **Envelop – B** shall be opened. **Envelop – C** shall be opened at a later date **for the techno-commercially accepted bidders only** for which the qualified bidders shall be communicated well in advance.

1.09 SECURITY DEPOSIT

Successful tenderers shall have to pay security deposit of an amount equal to 10% of the tendered amount for due fulfilment of the contract on the form of bank guarantee on approved format of DVC to be issued by a nationalised bank and will have to complete and execute the formal agreement and other connected paper and properly stamp the papers in accordance with Indian Stamp Act, within 15 days from the date of issue of Letter of Intent failing which the Earnest Money Deposited with the tender will be forfeited. Earnest money deposited with the tender shall be refunded on submission of B.G. after acceptance of the tender. No claims shall be entertained on account of interest on security deposits and Earnest Money.

The security deposit will be refunded six months after the completion of work subject of the following conditions :

i) A completion certificate is issued by the competent authority.

1.10 TENDER VALIDITY PERIOD :

The tender shall be valid for one hundred and eighty (180) days from the date of opening of price bid.

1.11 GENERAL :

- i) The tenderers shall be presumed to have carefully examined the conditions and specifications of work and to have fully acquainted themselves with all the details of site, locations, communications, labour conditions and any other general informations, data etc. pertaining to and needed for the work.
- ii) The tender rates shall be written in English, in ink both in words & figures. In the case of any discrepancy between the words & figures of the rates quoted, the rates expressed in words shall be taken as correct. In the case of discrepancy in the Unit Rate and Amount, Unit Rate will govern. Erasures, changes and corrections of whatever type/nature shall be attested by the tenderer. The rates and amount shall be written in rupees and paise only. The rates in words shall be written in one single line only without admitting any interpolations.
- iii) All pages of the tender documents, conditions, specifications, drawings etc. shall be initialled at the lower left hand corner and signed wherever required by the tenderer before submission of the tender.
- iv) If the intending tenderers are a firm or Company, then they shall in the forwarding letter mention the number and names of all the partners of the Firm or Company as the case may be and the name of the partner who holds the power of Attorney Authorising him to conduct, the transactions on behalf of the Firm or the Company. All partners shall sign before submitting the same unless the Power of Attorney holder has specifically been authorised in this respect.
- v) No alterations and modifications shall be made in the various forms and schedules which form the part of the contract documents. Also any tender that is not accompanied by all the data and information specified herein above or that does not include rates for all items included in the Schedule or that which is not initialled or signed wherever required shall be considered as incomplete and is liable for rejection at the discretion of DVC.
- vi) If any tenderer withdraws his tender before its acceptance or refuses within a

reasonable time without giving any satisfactory and acceptable explanation thereof, the tenderer shall be disqualified for making any tender of the DVC for a minimum period of one year. In the case of tenderer refuses to carry out the work after acceptance of the tender without any satisfactory reason thereof, they shall be disqualified for submission of tenders in future for a minimum period two years and the security deposits/earnest money will be forfeited.

1.12 INTERPRETATIONS OF TENDER DOCUMENTS BEFORE TENDERS ARE RECEIVED :

If any person contemplating submission of a tender for the work covered by these tender documents, is in doubt as to the meaning of any part of the tender documents, he may submit to the S.E. { Civil } a written request for interpretation thereof. Any interpretations of the tender documents will be made only by formal addendum issued by the S.E {Civil} shall be final and binding on all parties. No other interpretation by the contractor or any person on his behalf will be accepted by the DVC and the same shall not binding on it.

The contractor shall particularly apprise himself of the space available around work site for storage of materials, working conditions etc.

1.13 TENDERER'S RESPONSIBILITIES :

The tenderer shall carefully examine the location of the proposed work, standard contract forms, local conditions affecting the work such as labour, materials etc. before submitting the tender. For inspection of site of work he may contact the Project Authority of the DVC, Chandrapura Thermal Power Station, Chandrapura, Jharkhand.

The contractor shall provide himself with necessary godowns of a temporary nature, as may be necessary for the purpose of safe custody and storage of all his materials, perishable and special materials including tools, plants etc. and shall accept full responsibility for the proper preservation and safe and orderly custody of such materials to the satisfaction of the Engineer.

Till such time as the work has been completed and handed over to the DVC the contractor shall maintain the work properly and carry out all minor repairs at his

own expense.

The contractor shall make his own arrangements for the accommodation of his staff and workers.

1.14 SEPARATE CONTRACTS :

The DVC reserves the right to let other contractors in connection with the Project and the contractor shall co-operate and offer other contractors reasonable opportunity for access to the works for the introduction and storage of materials and the extension of their works.

1.15 ADDENDA :

Addenda to the tender documents may be issued prior to the date of opening of the tenders to clarify the documents to reflect modifications in the contract terms.

Each addendum issued by the SUPERINTENDING ENGINEER (Civil) will be distributed, in duplicate to each person or organisation to whom a set of the tender documents has been issued. Each recipient will retain one copy of each addendum for submission along with his tender and return one signed copy to the SUPERINTENDING ENGINEER(Civil), as acknowledgement of receipt of addendum. All addendum issued by the SUPERINTENDING ENGINEER(Civil), become part of the tender documents.

1.16 REJECTION OF TENDERS :

Any unbalanced tender which, in the opinion of the S.E. (Civil), will be detrimental to the interest of the DVC, will be subject to rejection without assigning any reason for such rejection.

Any stipulation of the tenderer in conflict with the tender documents, if considered of sufficient importance, may be the cause for rejection of the tender.

A tender may be rejected if the tenderer cannot conclusively show that he has necessary resources, capital and past experience in successful completion of similar work and can provide the necessary plant and equipment to commence

work in reasonably close agreement with the schedule forming part of his tender and that he is not already obliged for the performance of other work which would delay the commencement and/or completion of the work contemplated in this contract.

1.17 DEVIATIONS :

Any Deviation, desired by the contractor under this Specification shall be specially mentioned in the " Schedule of Deviations " giving justification for such deviations.

1.18 The tenderer should submit the EPF code number against the name of their firm issued from the EPF Commissioner's Office along with the tender. If the EPF code number is not given along with the tender, the tender will be rejected.

SECTION - II

SPECIAL INSTRUCTION TO THE TENDERERS/CONTRACTOR

2.1 SCOPE AND MEANING OF CONTRACT :

The term " Contract " hereinafter used would mean and include the abridged tender notices, detailed notice of invitation to tender, special instruction to tendereres to General Specification, General Specification for equipment and mechanical works etc. scheduled drawing and any other documents attached to the tender documents those are subject to an include the alteration and modification carried out and agreed to before the contract documents is finally decided and accepted by DVC. The term "Contractor", " The Contracting Firm " and " Firm " mean the agency entering into contract with the DVC.

2.2 PROCUREMENT OF MATERIALS AND PAYMENT OF TAXES :

Unless and otherwise specifically stated all materials required for completion of the work as per specificatioins shall be procured and brought at site by the agency at its cost. The rates quoted for the items shall be inclusive of all costs of materials and labour and it shall also cover all taxes viz. Sales Tax, Local Tax etc., that are payable by the firm under the law of land on the date of submission of tender.

2.3 ACQUAINTANCE WITH SITE CONDITIONS ETC.

The agency shall study the prevailing site conditions, general conditions and data included in these documents and get verified/supposed to have got verified before submitting the tender/offer of the work. In case of any doubt it shall be get clarified before the date of submission of the tender/offer. Otherwise, it will be presumed that the tenderer is aware of all details regarding the proper execution of the work, as per tender conditions and specifications.

2.4 SITE CONDITIONS

The tenderer shall verify the conditions / deemed to have verified the conditions of the site by actual inspection before submission of the tender / offer.

2.5 ACTION IN CASE OF NON COMPLIANCE

Failure to comply with above conditions and specifications will result in the Corporation taking action at the risk and cost of the contractor. Submission of the tender/offer binds

the contractor for complying with requirements of the above conditions and specification without any extra payment.

2.6 CURRENCIES OF TENDERES/WORKS

Tenders / offers shall be quoted in Rupees (Indian Currency). Local costs such as taxes, duties, local storage, and transporatation cost should be included in total price.

SECTION - III

GENERAL CONDITIONS

3.01 DEFINITION :

Whenever these words occur in the Tender Documents they shall have the following meanings :

3.01.01 TENDER DOCUMENTS :

The Tender Documents include invitation for Tenders, information and instructions of Tenderers, General Conditions Special Conditions, Engineering Specification, Tender Forms DVC/T-3 Schedule of Works, Tender Drawings and Addenda, if any, or all of these documents. These documents are complementary and any work called for by one is as binding upon the parties, as if called for by all. They are intended to comprise every thing necessary for the complete execution of the work even though specific reference may not be made to all details of labour and materials required.

3.01.02 CORPORATION :

The Corporation is the Damodar Valley Corporation having its office at DVC Towers, VIP Road, Kolkata - 700054, and referred to through out in the tender documents by the abbreviation DVC. The word Corporation when used in conjunction with the words ' as directed ', 'where directed', 'when directed', ' Approved ', ' Subject to approval ', ' Satisfactory ', ' Accepted ', 'equal to ', ' proper ', ' determined by ', shall mean the C.E. CTPS or his authorised representative.

3.01.03 CONSULTING ENGINEER

The word consulting Engineer used hereinafter shall refer to the firm or person (or their local representatives) that may be appointed by the DVC as its Consulting Engineer. The Contractor shall fullest cooperation to the Consulting Engineer in carrying out inspection of the works.

3.01.04 CONTRACTOR :

The Contractor is the successful tenderer who is awarded the contract to perform the work covered by these Tender Documents and shall be deemed to include the Contractor's successors, heirs, executors, administrators, representatives and or

assigns as the case may be and as approved by the DVC and will be referred to as if of masculine gender and singular number, through out the Tender Documents.

3.01.05 CORRESPONDENCE :

Separate letter shall be written on each subject. All correspondence and drawing from the Contractor to the Corporation or to the Corporation's other Contractors for associated works shall be in English and sent by Contractor at the following address :

SUPERINTENDING ENGINEER(C), EM&PC

CTPS, DVC, Chandrapura

Bokaro (Jharkhand)

Phone : 06549 - 242854

06549 - 242279 (Fax)

3.01.06 CONTRACT PARTIES :

The DVC and the Contractor are those named as such in Contract Agreement.

3.01.07 ENGINEER:

Engineer shall mean the Chief engineer, CTPS or his duly authorised representatives acting within the scope of the authority entrusted to them.

3.01.08 TENDERER:

The party or parties submitting an offer for the work covered by the Tender Documents.

3.01.09 TENDER DRAWINGS:

The terms ' Tender Drawing ' refers to the drawings made part of the Tender Documents .

3.01.10 DETAIL DRAWING :

This shall mean the drawing prepared for the purpose of clarifying the work, inclusive of sketches etc. prepared by the Engineer or his authorised representative.

3.01.11 WORK :

The terms 'work' of the Contractor includes or materials or both and work to be done by the contractor under the contract

3.01.12 MONTH:

Month shall mean English Calendar month.

3.01.13 LETTER OF INTENT:

Letter of intent shall mean the Corporation's letter conveying its acceptance of the tender subject to such reservations as may have been stated therein.

3.01.14 WRITING :

Writing shall include any manuscript, type written or printed statement, sketches or drawings to convey information or instructions, under or over signature or seal, as the case may be. Words importing the singular only shall also include the plural and vice-versa where the context requires.

3.01.15 TERMS OF APPROVAL, JUDGEMENT OR DIRECTION :

When the words 'Approved', 'Subject', to approval ' Satisfactory ' Equal to ', 'proper ', ' As ' directed by where Directed when directed Determined by Accepted, etc. are used the approval, judgement, direction, etc., implied is understood to be a function of the Engineer or his authorised representatives.

3.01.16 MANUFACTURING :

The term 'Manufacturer' used herein refers to the party proposing to design, and/ or manufacture the equipment and materials as specified complete or in part.

3.01.17 SITE :

The site shall mean the place or places named in the Contract and include where applicable lands and buildings upon or in which the works are to be executed.

3.01.18 PLANTS, EQUIPMENTS, STORES, WORK, OR WORKS :

Plants, Equipment, Stores work or works shall mean and include plants and materi als to be provided and work to be done by contractor under the contract.

3.02 INTERPRETATION :

Decision by the Engineer shall be conclusive as to the true purpose and meaning of drawings and specifications. Any discrepancy which may exist between drawings and specifications shall be referred to the Engineer whose decision to the true meaning shall be final.

3.03 EXECUTION, CO-RELATION AND INTENT OF DOCUMENTS :

Two copies of the formal agreement shall be executed by the DVC and the contractor. The intention of the documents is to include all labour and materials, equipment and transportation necessary for the proper execution of the work. Materials or work described in words, applied to indicate a well known technical or trade meaning, shall be held to refer to such recognised standards.

3.04 ARBITRATION :

Except where otherwise provided in the Contract, all questions and disputes relating to the meaning of Specifications designs, drawings and instructions herein contained and as to the quality of the 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 work or the execution or failure to execute the same whether arising during the progress of the work after the compilation or abandonment thereof shall be referred to the sole arbitration of a person appointed by the DVC who may or may not be a DVC Officer. Such appointment shall not be objected to on the ground that the arbitrator so appointed is a DVC Official or that he had to deal with matters to which this agreement relates and in the course of his duties as DVC official he had expressed views on all or any of the matter in dispute or differences. The award of the arbitrator so appointed shall be final conclusive and binding on all parties to the contract.

3.05 PROGRAMME :

The contractor shall submit at such times as may be requested by the Engineer, schedule which shall show the order in which the Contractor proposes to carry on the work with dates at which the contractor will start the several parts of the work and estimated dates of completion of the several parts consistent with the time stipulated for completing the entire job. At the commencement of the work, the contractor shall submit a detailed construction schedule which would be subject to the approval of the DVC and

should set forth in detail all phases of the work as described in the specifications showing the dates of commencement and completion of each phase, together with the anticipated percentage of completion versus elapsed time.

3.06 TENDERER'S RESPONSIBILITIES :

The tenderer or his agent shall carefully examine the location of the proposed work, standard contract forms, local conditions affecting the work such as labour, materials etc., before submitting his tender. For inspection of site of work the bidders may contact the Superintending Engineer (C) or the Sr. Divisional Engineer (C) their authorised representative of the DVC, Chandrapura Thermal Power Station.

The Contractor shall provide himself with necessary Godowns of a temporary nature, as may be necessary for the purpose of safe custody and storage of all his materials, perishable and special materials including tools, plants, etc. and shall accept full responsibility for the proper preservation and safe and orderly custody of such materials to the satisfaction of the Engineer.

Till such time as the work has been completed and handed over to the DVC the Contractor shall maintain the work properly and carry out all minor and major repairs at his own expenses. The Contractor shall be responsible for maintaining the work site reasonably free and clean from accumulation of surface water, providing where necessary suitable drainage or pumping out of water at his own cost.

The Contractor shall make his own arrangements for the accommodation of his staff worker. The Engineer will, however, make available for this purpose the necessary land/within an available distance of about 5 km. from the work site.

Water and Electricity as required for the execution of the work shall have to be arranged by the Contractor at his own cost.

3.06.01 The tenderer shall state clearly in his tender the detail procedure he shall adopt to execute the work successfully, the details of the construction & other equipment he shall engage for the execution of the job, their capacity, numbers etc. so as to enable the DVC to assess the capability of the tenderer to successfully complete the job in time.

The contractor shall also understand that in the event of his progress of work falling below the rated progress, the Engineer shall have the right to utilise his

own equipment to step up the progress of the work at the cost of the contractor.

3.06.02 The Contractor shall provide all equipment and tools needed to do the work efficiently. DVC equipment and tools may be made available on payment of hire charges, if and when available. The hire charges shall be those determined by the Engineer, who shall however be under no obligation to supply such tools and equipment. The installation charges as and when necessary will be to the account of the contractor.

3.06.03 SEPARATE CONTRACTS :

- a) The DVC reserves the right to let other contracts in connection with the Project and the Contractor shall Co-operate and offer other Contractors reasonable opportunity for access to the work for the introduction and storage of materials and the execution of their works.
- b) If any part of the Contractor's work depends on proper execution or results upon the work of any other Contractor, the Contractor shall inspect and promptly report in writing to the Engineer any defects in such work that render it unsuitable for such proper execution and results. His failure to so inspect and report shall constitute an acceptance of the other Contractor's work as fit and proper for the reception of his work, except as to defect which may develop in the other Contractor's work after the execution of his work.

3.06.04 ASSIGNMENT :

The Contractor shall not assign or sublet the contract in whole or part to any other agency without prior written permission from DVC.

3.06.05 RIGHT TO CHANGE PLANS :

When additional information becomes available, it may be found desirable to change the dimensions or design of the structures covered by these tender documents to conform to such conditions. The DVC or the Engineer reserves the right to make such reasonable changes as may be considered necessary or desirable. The contractor's plan shall be laid out and his operations' shall be so conducted as to accommodate any reasonable change in the design of the structures or any part thereof. The approval plans and copy of the specifications should be kept at the work site by the Contractor for

ready reference.

3.06.06 SUPERVISION :

The Contractor shall keep on the work during the progress a competent qualified Resident Engineer and necessary assistants who will represent the Contractor in his absence. They shall not be transferred from the job without the Engineer's consent. Important directions shall be confirmed to the Contractor in writing. If the Contractor in the course of the work finds any discrepancy between the drawings and the Physical conditions of the locality, or any errors, or commission in drawings or in the layout or prints and instructions, it shall be his duty to immediately inform the Engineer in writing and the Engineer shall verify the same. Any work done after such discovery, until authorised, will be done at the Contractor's risk.

3.07 EMPLOYEES :

The Contractor shall employ only competent, skilled and orderly men to do the work. He shall discharge within 24 hours any of his representatives, foremen or any other men employed by him from this job who is in the judgement of the Engineer incompetent, unfaithful, or insolent or wanting in the proper performance of his work or guilty of routes, disrespectful or otherwise improper conduct. Neither the Contractor, the DVC nor the consulting Engineer shall hire or employ any employee of the other party except by mutual consent.

3.08 INSPECTION :

Work under these tender documents shall be subject to approval of the Engineer who shall determine the amount, quality, acceptability, and fitness of the several kinds of work and material questions which may arise as to measurement of quantities and fulfilment of the technical requirements the tender documents.

3.09 ACCESS TO WORK :

The Engineer, his assistants and other agents of the DVC shall at all times have access to all places where work is being done or where materials are being prepared for use under this contract and they shall have full and safe facilities for the unrestricted inspection of such materials and work. The Contractor shall furnish any aid or assistance required for the proper inspection and examination of the work.

3.10 RIGHT OF WAY :

The DVC will provide the right of way on the site for permanent works or installations and right-of-way for access therein over established routes belonging to it. The Contractor will be permitted to use such land for construction purpose; but any additional right-of-way desired by the Contractor for construction purposes shall be provided by the Contractor without expense to the DVC.

3.11 POSSESSION PRIOR TO COMPLETION :

The Engineer shall have the right to take possession of or use any completed partially completed part of the work. Such possession or use shall not be deemed to be an acceptance of any work not completed in accordance with the Contract Agreement. If such prior possession or use by the Engineer delays the progress of the work, and suitable adjustment in the time of completion will be made and the Contract Agreement shall be deemed to be modified accordingly. No other claim in this regard shall be entertained.

3.12 CLIMATIC CONDITIONS:

The Engineer may order the Contractor to suspend any work that may be subject to damage by the prevailing climatic conditions and no claims due to this suspension of work shall be entertained.

3.13 SUSPENSION OF WORK :

The Engineer may at any time suspend the work or any part thereof by giving three days notice to the Contractor in writing. If the Contractor is not given an order to resume work within sixty calendar days from the date of suspension he may abandon the portion of the work suspended.

3.14 THE ENGINEER'S RIGHT TO DO WORK :

If the Contractor neglects to prosecute the work properly or fail to perform any provision of this contract, the Engineer after seven days written notice to the Contractor may without prejudice to any other remedy make good such deficiencies and the DVC may deduct the cost thereof from the payment then or thereafter due to the Contractor.

3.15 THE ENGINEER'S RIGHT TO TERMINATE THE CONTRACT AGREEMENT :

In the event that any of the provisions of this Contract Agreement is violated, or if the

Contractor is adjudged bankrupt or if he is made a general assignment for the benefit of his creditors, the Engineer may on behalf of the DVC serve written notice upon the Contractor of his intention to terminate such contract agreement, such notices to contain the reasons for such intention to terminate Contract Agreement. Unless within ten calendar days after serving of such notice upon the Contractor such violations or delay shall cease and satisfactory arrangement for correction be made, the Contract Agreement shall cease terminate without prejudice to DVC right for damages or any other right against the Contractor. Such termination notice will be treated as notice terminating the Contract by the DVC and thereafter the Contractor will cease and stand determined.

3.16 CONTRACTOR'S RIGHT TO TERMINATE THE CONTRACT AGREEMENT :

If the work is stopped under an order of any court and/or public authority for a period of three months though no fault of the Contractor or should the DVC fail to pay any judgement entered in the courts within sixty calendar days after such judgement shall have been entered, the Contractor may stop work and recover from the DVC payment for all work executed.

3.17 FORCE MAJEURE :

Subject to the operation of " Force Majeure " time is the essence of the contract. For the purpose of this contract the term " Force Majeure " is defined as Acts of God, war hostilities, acts of the public enemy, civil commotions, sabotage, acts of Government (including, but not restricted to, any preference, priority, allocation or limitation order and any export or import control), fires, floods, explosions, or their catastrophes, accidents, epidemics, quarantine restrictions, strikes or other labour troubles, embargoes or other transportation delays, and delays incurred by the contractor, due to such causes, claims for reasonable extensions of time on account of " Force Majeure " shall be granted subject only to notification within 15 (fifteen) days to the DVC of the particulars thereof and the supply to the DVC if required, of reasonable supporting evidence. Any waiver of time in respect of partial installments shall not be deemed to be a waiver of time in respect of remaining deliveries. No other claim in this regard shall be entertained.

3.18 PROTECTION OF WORK AND PROPERTY :

The Contractor shall continuously maintain adequate protection of all his work from

damage and shall protect the DVC's and adjacent property from injury or loss in connection with contract operations. The Contractor shall provide all passage ways, guard fences, lights and other facilities for protection required by public authorities or local conditions.

3.19 INDEMNITY, DAMAGES & INSURANCE :

The Contractor shall indemnify and save harmless the DVC or the Engineer, their agents or employees from and against all losses and all claims, demands, payments, suits, actions, recoveries and judgements of every nature and description brought or recovered against him or the DVC by reason of any act or omission of the said Contractor, his agents or employees, in the execution of the work or the guarding of it.

The Contractor shall also indemnify the DVC against payments under the Work-man's Compensation Act, which the DVC May suffer, sustain or be in any way subjected to by reason of injuries to the contractor's or the DVC's employees or other persons, or damage to the property of any person or DVC, arising out of or resulting from the performance of the work of this contract. The Contractor shall obtain Workmen's Compensation and Public Liability Insurance and submit the policies to the Engineer for approval before beginning the work covered by the Contract. Workman's compensation Policy shall contain a waiver of the Insurer's right, under the workman's compensation Law, to recover from the DVC compensation and other expenses paid for any injury to or death of any employee of the Contractor while performing the work employee of the Contractor while performing the work covered by the Contractor. The public liability policy shall be so drawn as to protect the DVC as well as the Contractor from injury to or death of any person resulting from the work described herein, and if required by the DVC, for damage to property resulting there from. The policy shall provide for coverage in such amounts as shall be designated by the Engineer or as specified hereinafter.

The Contractor shall carry public liability insurance with limits not less than Rs. 50,000/ for any one person and Rs. 1,00,000/- for any one accident and property damage insurance.

3.20 DAMAGES :

Any claim or damage arising under the Contractor Agreement shall be made in writing to the party liable within a reasonable time of the first observance and not later than the time of final payment.

3.21 TAXES, PERMITS AND FEES :

- v) The Contractor shall include in his tender prices all taxes including sales tax on works if any and all other tax as applicable to his operation work. He shall also obtain and pay for all permits, licenses, Royalties or other privileges necessary to complete the work, certificate of which shall be delivered to the Engineer and will become the property of the DVC. **Service tax, if applicable, shall be indicated separately in the price schedule with the ruling rate and shall be reimbursed at actual including variation, if any, up to contractual completion period, on the production of documentary evidence.**

3.22 ACCIDENT PREVENTION:

Precaution shall be exercised at all times for the protection of persons (including employees) and property. The safety required or recommended by all applicable laws codes and statues shall be observed.

3.23 The Contractor shall provide, erect and maintain all necessary barricades and sufficient red lights, danger signals, and signs and take all necessary precautions for the protection of the work and safety of the public road and high ways closed to traffic shall be protected by effective barricades on which shall be placed acceptable warning and detour signs. All barricades and obstructions shall be illuminated at night and all lights shall be kept burning from sunset to sunrise. The Contractor shall times, exercise reasonable and proper precautions for the safety of the people on the works and shall comply with the provision of earnest safety laws and buildings and construction codes as may be applicable. He shall also provide all necessary fencing and lights required to protect public from accidents. All machinery and equipment and other sources of physical hazards shall be guarded in accordance with the regulations or laws prevailing in this country. The responsibility for payment of compensation for accidents on the work under execution by the Contractor will rest entirely on the Contractor, and in case the department (either alone or jointly with the Contractor) shall be called upon by a court of law to make good any such Loss or damages,, or to pay compensation (including that payable under the provisions of the Workmen's Compensation Act) to any person sustaining damage as aforesaid by reason of any Act, or of any negligence or omission on the part of the Contractor, the amount which the department may be required to pay in respect thereof and the amount of any costs shall be borne by the Contractor.

3.24 The following are some of the requirements listed by the same are not exhaustive and the Contractor shall add to an augment those precautions on his own where necessary and shall comply with the direction issued by the Engineer in this behalf from time to time and all items :

- i) Providing protective footwear and headwear to workers in situation like mixing and placing of mortar or concrete and in quarries and places where the work done is under too much wet conditions.
- ii) Providing protective headwear to workers working near equipment etc. to protect them against accidental fall of material from above.
- iii) Taking such normal precautions like providing handrails at the edges of the floating platforms or barges, not allowing nails or metal parts or useless timber to spread around, etc.
- iv) Supporting workman with proper belts, ropes, etc. when working on any masts, cranes, hoists, dredgers, etc.
- v) Taking necessary step towards training the workers concerned on the use of machinery before they are allowed to handle it independently and taking all necessary precautions in and around the areas where machines, hoists and similar units are working.
- vi) Providing life belts to all men working at such situations from where they may accidentally fall into the water, equipping the boats with adequate number of life buoys etc.
- vii) Avoiding bare live wires, etc, as would electrocute workers.
- viii) Making all platforms stagings and temporary structures sufficiently strong and not causing the workmen and supervisory staff to take undue risk.
- ix) Providing sufficient first aid trained staff and equipment to be available quickly at the work site to render immediate " First Aid Treatment " incase of accidents due to suffocation,drowning,electrocution and other injuries.
- x) The workers engaged on risky jobs should be adequately insured.

3.25 SAMPLES :

The Contractor shall furnish to the Engineer for approval, when requested, or if

required by the specifications, adequate samples of all materials and finishes to be used in the work such samples shall be submitted before the work is commenced and well in advance to permit tests and examination thereof. All materials furnished and finished applied shall be fully equal to the approved samples.

3.26 PATENTS :

The Contractor shall pay all royalties and licence fees and save the DVC harmless from loss or annoyance on account of suits or claims of any kind, for violation or infringement of any letters patent or patent right by the Contractor or any one directly or indirectly employed by him or by reason of the use by him or them of any art, machine, manufacture or composition of matter on the works in violation or infringement of such letters or rights.

3.27 RUBBISH :

The Contractor for the concerned work shall from time to time, remove all rubbish resulting from the execution of the work. Adjacent streets and drive ways shall be kept clean and unobstructed at all times. Materials resulting from demobilising and not suitable in the reconstruction work will become the property of the Corporation on the DVC's approval and shall be immediately removed from the site. Upon completion the contractor shall remove all rubbish, tools, scaffolding and surplus materials and leave the premises clean and fit for use.

3.28 EMPLOYEES STATUS :

The Contractor or his representative shall present his employees identification to the Engineer..

3.29 CO-OPERATION WITH THE DVC's PERSONNEL :

The Contractor shall Co-operate with the DVC's personnel to the fullest extent.

3.30 TECHNICAL PERSONNEL :

The Contractor shall employ the following technical personnel during the execution of this work.

- i) One Graduate Engineer when the cost of work to be executed is more than Rs. 10 Lacs.
- ii) One qualified Diploma Holder (Overseer) when the cost of work to be executed is more than Rs. 5 Lacs but less than Rs. 10 Lacs.
- iii) The technical personnel shall be available at site whenever required by the Engineer to take his instruction.
- iv) In case the Contractor fails to employ the technical staff as aforesaid he shall be liable to pay a sum of 3,000/- (Rupees Three Thousand) for each month of default in case of Graduate Engineer and Rs. 1,500/- (Rupees One Thousand Five Hundred only) for each month of default in case of Diploma Holder (Overseer).

3.31 CORRECTION OF WORK AND FINAL PAYMENT :

The Contractor shall promptly remove from the premises all work which in the opinion of the Engineer does not conform to the requirements of the contract documents and shall promptly replace it with acceptable work, all without expense to the DVC.

The Contractor shall repair all damage caused to his and other work and shall reimburse other contractors for any damage caused to their work, as a result of the removal and replacement of condemned work.

If the Contractor does not remove condemned work within five days after receipt of notice, the Engineer may have the condemned work removed and replaced at the Contractor's expense. If the Contractor does not pay all expenses incident to such removal and replacement, within ten days thereafter, the Engineer shall take action as he deems fit.

As soon as the work is ready for final inspection, the Engineer shall inspect the work and if it fully confirm to the specifications and terms and contract, he shall issue a final completion certificates and certificate of acceptance of work. Before issue of final certificate the Contractor shall submit satisfactory evidence to the Engineer that all pay rolls, materials bills or other dues in connection with this work have been paid. Contractor's Security Deposit will be returned six months after the date of final completion of work or payment of final bill whichever in latter.

3.32 PREVIOUS EXPERIENCE :

The tenderer shall submit with the tender a list of similar works he has successfully completed in the recent past together with the names of the Owners, location of sites and value of Contract etc.

3.33 GUARANTEES :

If the Contractor feels that any variation in work of quality of materials or proportions would be beneficial or necessary to fulfil the guarantees called for, he shall state them very clearly in the tender unless such deviation are clearly set forth by the tenderer in his term.

A general guarantee shall be supplied by the Contractor in a form acceptable to the DVC covering the remedying at his own cost, of any defects appearing within six months after acceptance of the work.

The Contractor shall remedy any defects in his work due to faulty materials or workmanship or both which shall appear within the time specified above. He shall pay for any damage to other work resulting from his own work, within the time specified.

3.34 SERVICES TO BE FURNISHED BY DVC :

- i) Centre lines and bench mark for the principal section shall be provided by DVC at no cost to the Contractor for carrying out the works. The Contractor shall make his own arrangement for subsidiary bench marks and centre lines.
- ii) Contractor shall arrange at his own cost the supply of electricity for the work and as well as for the residential Colony / Barracks. However should DVC at any stage be in a position to supply electricity both for works and Colony, the same will be given at one or two central points from which distribution shall be arranged by the Contractor at his own cost. Electricity so supplied by DVC
- iii) Contractor shall arrange water required both for construction/drinking and residential purposes at his own cost.
- iv) Sufficient land at reasonable distance as decided by the Engineer from the project site shall be made available to the Contractor to build approved temporary residential accommodations, labour barracks etc. at no cost. Contractor shall however vacate the land after dismantling and clear all the structures built by them as when directed by the Engineer. Sufficient land at site as decided by the Engineer for storage of materials, construction of temporary office, stores etc. shall be made available to the Contractor at no cost.

SECTION - IV

ADDITIONAL CONDITIONS

4.00 CONTRACTORS OBLIGATIONS :

01. Inspection of Site : The Contractor shall be deemed to have inspected and examined the location of the proposed works and its surroundings and to have satisfied himself before submitting his tender as to the nature of the ground and sub-soil (so far as is practicable) and having taken into account any information in connection therewith which may have been provided by or on behalf of the (Corporation) the form and nature of the site the extend and nature of the work standard contract forms local conditions affecting the work as labour and materials necessary for completion of the works, the means of communication with and access to the site the accommodation he may required and in general to have obtained for himself all necessary information as to risks contingencies and all other circumstances influencing on affecting his tender and execution of the work before submitting his tender.

02. General Responsibilities : The Contractor shall subject to the provision of the contract construct complete and maintain the permanent and temporary works and provide all labour, materials, construction plant, temporary works, access roads, and transport to and from and in on about the site compressed air, water supply for all construction work permanent or temporary and everything whether of a temporary or permanent nature required in and for such construction.

03. Facilities for other Contractors : The Contractor shall in accordance with the requirement of the Engineer afford all reasonable facilities for any other contractor employed by the Corporation and their workmen and for the workmen of the Corporation and their workmen and for the workmen of the Corporation and of any other property authorised or statutory bodies who may be employed in the execution on or near the site of any work. The roads access and site drainage constructed and maintained by the Contractor shall be used by other contractors and their workmen and others mentioned above.

04. Work to be to satisfaction of Engineer : The Contractor shall construct complete and maintain the works in strict accordance with the Agreement to the satisfaction of the Engineer and shall comply with and adhere strictly to the Engineer's instruction and directions on any matter. The Contractor shall take instructions and directions only from

the Engineer or from Engineer's representatives. The whole of the materials plant and labour to be provided by the Contractor and mode manner and speed of construction and maintenance of the works are to be of a kind and conducted in a manner approved by the Engineer.

05. Responsibility Unaffected by Approval : Approval by the Engineer of the Contractor's programme and proposed method of execution shall not relieve the Contractor of any of his duties of responsibilities under the contract. The checking of any setting out or of any line or level by the Engineer or the Engineer's representative shall not in any way relieve the contractor of his responsibility for the correctness thereof.

06. Contractor's Superintendence : The Contractor shall give or provide all necessary superintendence during execution running and maintenance of all temporary and permanent works and as long thereafter as the Engineer may consider necessary. Such superintendence shall be given by sufficient persons having adequate knowledge of the operations to be carried out (including the methods and techniques required hazards likely to be encountered and methods preventing accidents) as may be requisite for satisfactory completion of the works. The Contractor or a competent and authorised representative approved of by the Engineer which approval may at any time be withdrawn is to be constantly on the works and shall give his whole time to the superintendence of the same. The authorised representative shall be in full charge of the works responsible for the safety of all operations of the works and shall receive on behalf of the contractor directions and instructions from the Engineer or the Engineer's Representatives. The Engineer shall be at liberty to object to an require the contractor to remove from the works any person employed by the contractor in or about the execution of the works.

07. Vesting of Plant : All plant goods and materials owned by the Contractor or by any company in which the contractor has a controlling interest shall when on the site be deemed to be property of the Corporation. No separate payment will be made to the contractor on this account. The Contractor shall not take any plant or material out of the site without the permission of the Engineer in writing.

08. Quantities : The Contractor should note and accept that the quantities set out in the schedule of works are the estimated approximate quantities of the work but they are not to be taken as the actual and correct quantities of the work to be executed the Contractor in fulfilment of his obligations under the agreement. Any error in description

in the schedule of rates or omission therefore shall not vitiate the contract for release the contractor from the execution of the whole or any part of the works. According to the drawings and specification or from any of his liabilities of any errors omissions or wrong estimates in the description rates and prices inserted and quoted by the contractor in the schedule of works.

09. Sufficiency of Tender : The contractor shall be deemed to have satisfied himself before submitting his tender as to the correctness and sufficiency of the rates and prices stated by him in the schedule of works which shall (except in so far as it is otherwise provided in the contract cover all his obligations under the agreement .

1.0 Law and Regulations : The contractor shall familiarise himself with and be governed by all deerems or laws of India and local statutes and regulations applicable to his work.

11. Medical Care : The contractor shall furnish and maintain an emergency treatment to his employees can be given by a competent and qualified medical attendant who shall be employed and paid by the contractor and shall be available within the construction area at all times. For further treatment, in cases when deemed necessary the contractor can get the services of DVC's hospital at DVC's prescribed charges. All these shall be made available free to his employees by the contractor, the charges being borne by him.

12. Medical Supervision : The medical supervision of the contractor over this employees shall include antimalarial measures, vaccination against small box, inoculation against typhoid fever and other diseases. Employees suffering from contagious diseases shall be removed, as and when directed, loan approved permanent hospital. If any case of contagious disease is observed amongst the employees it shall at once be reported to the Engineer.

13. Camp : The building of hutments or other structures for housing the men will be permitted only at such place as the Engineer shall approve and proper sanitary conditions of the area around such sanity or other structures must at all times be maintained in a manner approved by the Engineer. The contactor shall neither permit nor suffer the introduction or use of spirituous liquors upon or about the works covered by this contract.

14. Sanitary Conveniences : Necessary sanitary conveniences for the use of labourers on the work, properly included from public observation, shall be constructed and

maintained by the contractor in such a manner and at such points as shall be approved by the Engineer and their use by the workers shall be strictly enforced effectively preventing the workers from committing nuisance in the area..

4.10 PENALTY FOR DELAY IN COMPLETION :

The work needs to be completed within the stipulated time schedule as mentioned and in case of delay in completion for the reasons attributable to the contractor, DVC reserves the right to recover from the contractor, a sum equivalent to 0.5% of the value of the delayed work for each week of delay and part thereof subject to maximum of 5% of the total value of the order as Liquidated damage.

4.20 CONFLICT IN CONDITIONS BETWEEN THIS SPECIFICATION AND DVC T-3 FORMS :

In case there is any conflict between the terms and conditions and specifications as stated in DVC T-3 form and this book, the former shall prevail over the latter.

4.30 PENALTY FOR NON-COMPLIANCE OF NUISANCE FREE TRANSPORTATION :

- a) If any dumper/ truck deployed by the contractor is found carrying ash without proper tripol cover, a penalty @ Rs. 500/- (Rupees Five Hundred) only per truck per trip will be imposed on the contractor and the same will be deducted from their bill.
- b) Further if water sprinkling on the road leading to the disposal area from the evacuation point is found to be inadequate, a penalty @ Rs. 1000/- (Rupees One Thousand) only per day will be imposed on the contractor and the same will be deducted from their bill.
- c) Further if excavated ash is found dumped along the road in the entire route of transportation due to breakdown of dumper/trucks other wise, a penalty @100% above the quoted rate for evacuation for the dumped ash otherwise will be imposed on the contractor for deduction from their bill and the dumped ash will be transported by the contractor to the destination without any additional claim.

SECTION - V

SCOPE / DESCRIPTION OF THE WORK

5.0 The work to be executed under this specification broadly consists of the following :

5.01 Excavation : All work under this specification shall conform to the latest revision and / or replacement of the following or any other Indian Standard Specification and code of Practice.

IS : 3764 -1992 : Indian Standard for safety code for excavation work. In case any particular respect of work is not covered specifically by I. S. Specification, any other standard practice as may be specified by the Engineer-in-Charge shall be followed.

The Contractor shall excavate the ash from the ash ponds by mechanical means such as excavators. The contractors shall also excavate to remove all kinds of earth, disintegrated rock, if any, ash or any other materials which may be encountered and excavated to the required depths and inclinations leaving the excavated surface level and trim as per the direction of the Engineer - in - Charge. He shall also take all the necessary precautions at his own cost to avoid slipping off or caving in of soil/ash from sides and render the area safe for person and adjoining building and property, if any.

The excavated ash shall be placed in such a place so that it can be easily loaded to the dumpers/truck by the pay loaders without any time delay as the time is the essence of this contract or it can be directly loaded to the dumpers/trucks as to suit the site condition. The empty and loaded dumpers/trucks should follow the route as directed by the Engineer - in - Charge.

5.02 Transportation : Nuisance free and pollution free transportation should be the main motto of transportation of ash in leak proof dumpers/trucks upto the dumping area. Other conditions mentioned elsewhere in this tender document should be followed by the tenderer regarding the transportation.

5.03 Disposal of ash : Transported ash in the dumpers/trucks should be disposed at the approved site only. All necessary precautions should be taken to avoid pollution due to disposal of ash.

Other conditions shall be as mentioned else where in this tender document.

**DAMODAR VALLEY CORPORATION POWER HOUSE CIVIL DIVISION
CHANDRAPURA THERMAL POWER STATION CHANDRAPURA**

SPECIAL CONDITIONS OF CONTRACT

- 1] Evacuation ash from the CTPS ash ponds shall be disposed off at C.C.L./B.C.C.L.'s abandoned mines at as directed by Engineer-in-Charge. Ash may be disposed in any mines of BCCL/CCL at any distance from CTPS as per suitability and directive of Engineer-in-Charge. The tenderer should abide by the directive issued from time to time by state and central pollution control boards or any other statutory body in regard to control of pollution while transporting and disposing of evacuated ash.
- 2] At the disposal site, disposal of ash shall be done as per the direction of Engineer--in-Charge and levelled by dozers at reasonable time intervals.
- 3] The volume of ash evacuated from different ponds at CTPS, DVC, will be determined after jointly taking the pre-levels of the dumped ash in the compartments after rough levelling and the post-levels on completion of evacuation at the same locations as would be decided by the department.
- 4] The approximate volume of ash to be evacuated is about 13.1 Lakh M³ per annum maximum allowable period for evacuation and disposal of ash will be 365 days. Duration of contract including scope of work may be extended upto ONE MORE year subject to review of performance at the end of the first year.
- 5] The contractor shall have to ensure nuisance - free and pollution - free transportation and dumping of evacuated ash. To effect this, he will have to cover the ash in dumpers with tarpaulins/strong polythene sheets or by other approved means during transportation to ensure no leakage/no spillage of ash. He will also employ watering arrangement at excavation site as well as dumping site to prevent air pollution and resultant nuisance. In addition, he will have arrangements to sprinkle water and keep the haulage route clear. No separate payment shall be made on this account.
- 6] If during the currency of the contract, any problem regarding nuisance - free transportation arises, the scheme for transportation shall be modified to make the transportation system acceptable without any extra cost to DVC.
- 7] **The average ash evacuation rate will be not less than 1,10,000 M³ per**

month. To maintain the progress, matching fleet of dumpers, trucks, excavates, dozers shall be engaged by the contractor.

The bidder must submit list of machineries owned by him for immediate deployment of the same in the evacuation & disposal work. Besides, the capability of hiring sufficient dumpers, trucks loaders, dozers etc. as per the requirement must be produced by the bidder so that the schedule of evacuation programme is maintained without any slippage.

8] **The rate of evacuation of ash not less than 1,10,000 M³/month should be maintained without fail and in case of stoppage/slow progress of work, the shortfall should be compensated by providing additional men and machineries in the subsequent months.**

9] The evacuated ash will be disposed by the contractor strictly at the DVC approved site and in no case evacuated ash will be allowed to be disposed in any other location without prior permission from Engineer-in-Charge in writing.

No payment for evacuation and disposal of ash will be given to the contractor for ash dumped in violation of the above stipulation. Instead, penalty will be imposed @ 100% above the quoted rate for evacuation in the price list & for the ash disposed by the contractor in contravention of the stipulations in the specifications and terms agreed upon.

10] Evacuation of ash pond in isolation may not be given to the contractor; a line of demarcation may be provided by the department for evacuation of the same pond by more than one agency simultaneously.

11] In course of evacuation process, if any protective measures are required to be taken for the approach road, earthen dyke or any other structure which are in the vicinity of the area of excavation/disposal, the contractor has to do it at his own cost.

12] The contractor should make his own arrangement for sprinkling water at excavation site, haulage route and at disposal site. The expenses for all those

should be included in the rate quoted for proper water sprinkling at site.

- 13] Should it be required for reason beyond DVC's control, to stop the work temporarily the contractor may be asked by DVC in writing with reasonable notice to do so. In that case contractor has to follow the order and no claim for idle Men and machineries will be entertained for this stoppage of work.
- 14] Electricity as required for the execution of the work will be given at one central point near the CTPS ash pond from which distribution shall be arranged by the contractor. Laying of the distribution / service lines for the supply of electricity shall be in accordance with Indian Electricity Rules and other statutory regulations. Electricity so supplied by DVC shall be charged at approved rates. Quantities of electricity shall be decided by the Engineer.
- 15] The contractor will make a survey of the approach roads for plying their empty trucks /dumpers to the Ash Ponds and for plying the loaded fleet of trucks/ dumpers to the final disposal site, the modification / improvement of the roads that might be necessary for smooth & fast movement of vehicles shall be included in the rate quoted in their tender.
- 16] The contractor shall make his own arrangement of engaging dozers of required capacity along with required men and machineries at the ash disposal site for dozing & levelling of the dumped ash as per the direction of the Engineer.
- 17] If the situation warrants the need for dozing and levelling immediately, the engineer on his own discretion shall engage dozers and labours. The expenditure incurred on this account would be deduct from the contractor's running bills.
- 18] The final level after dozing at the final disposal site shall not exceed 1.0 to 1.50 m above the surrounding ground level or a level to be decided by the Engineer-in-Charge.
- 19] Necessary approach roads, wherever required, at the access to ash pond as well as at the disposal end and within the ash pond itself shall be constructed by the contractor and shall be maintained by the contractor during execution of the work without any financial implication to DVC.
- 20] Contractor will arrange spraying of water during excavation as well as during

transportation. The body of the vehicle engaged for transportation shall be perfectly leakproof. After loading and unloading ash the outside body and the tyres shall be cleaned to made ash-free before commencement of transportation from the ash ponds and the disposal area. The rate quoted shall include the cost of the above operation.

- 21] Water required for this work will not be supplied by DVC. Contractor shall have to arrange water for sprinkling and other purpose at his own cost.
- 22] Necessary drainage including pumping out of water, if required, to facilitate excavation at ash pond shall be done by the contractor and the cost of this operation should also be included in the quoted rate.
- 23] Any road required for this work would be developed and maintained by the Contractor without any extra cost of DVC.
- 24] All roads within Ash Pond area for carrying out evacuation work as well as in the approved ash transportation route at BCCL/CCL mines are to be done by the contractor at his own cost.
- 25] Abandoned mines of BCCL/CCL have been designated. The contractor shall also agree to dispose evacuated ash in any other mine/area, as per financial terms of the agreement.

It shall be understood that arrangement of mines by DVC is only to facilitate the work. DVC shall, however, be not responsible if mines authority withdraws their permission at any time or the work is stopped for any violation of pollution norms or for any other reason beyond the control of DVC.

In all such cases, the contractor shall arrange alternative abandoned quarry for disposal of ash and DVC may extend all possible co-operation in this direction. Disposal in any such abandoned mines/area shall, however, be subject to approval by DVC. The payments for disposal in such mines will be regulated as per price schedule.

- 26] The contract rate to be quoted by the tenderer is subject to escalation due to statutory revision of price of diesel within the contract period as per the escalation formula given below :

In the event of price of diesel in increased or decreased by a competent authority after the date of opening of tender but during the period of contract including period of extension, if any, the formula given below shall be applicable and binding.

- 27] The " Executing Agency " means the contractor engaged by DVC on behalf of DVC.
- 28] The contract rate to be quoted by the tenderer is subject to escalation due to statutory revision of price of diesel within the contract period as per the escalation formula given below :

In the event of price of diesel is increased or decreased by a competent authority after the date of opening of tender but during the period of contract including period of extension if any, the formula given below shall be applicable and binding :

$$I = (D \times 2) / d \times (P_1 - P_0) / c$$

I = Increase or decrease in transport rate per cubic meter.

D = Actual distance of the Chandrapura Thermal Power Station ash ponds to the disposal area of designated abandoned mines of CCL/ BCCL.

d = Average run per litre of diesel by the vehicle which will be taken as 2.50 km.

P₁ = Price of diesel per litre on different date.

P₀ = Price of diesel per litre on the date of opening the tender. (Price Bid)

C = Average carrying capacity of a dumper / truck or Total volume of ash evacuated in previous one month before the date of change in the price of diesel divided by number of corresponding trips of the dumpers/trucks during the same month.

Working of no other machinery run on diesel like pay loaders, dozer/generator, pumps etc. engaged for the work will be considered in the escalation and no claims/dis-putes

whatsoever shall be entertained/accepted.

- 29] In the event of any environment imbalance the executing agency shall be responsible and attend to the same at its own cost and shall keep CCL/BCCL for all times to come harmless and indemnified in this regard. Any environmental impact in dumping the fly ash shall be to the entire risk of the executing agency.
- 30] That the transportation storage dumping and compaction of fly ash will be done exclusively by the executing agency at their own cost. The concerned mine/mines owner shall have no financial, civil or criminal liability in this regard or in respect of any other incidental factors, whatsoever.
- 31] The mine/mines owner will provide the statutory personnel for supervision etc. during dumping of ash in the mine. The cost incurred on such deployment of statutory personnel and other incidental costs shall be on account of the executing agency.
- 32] The executing agency will take adequate care in dumping the fly ash to the extent that dumping of such fly ash will in no way affect the quality of underground water seeping through the fly ash bed. In any event if it transpires in future that the quality of the underground water gets affected. The contractor shall be responsible or the same and take all suitable steps to restore the quality of the underground water.
- The executing agency shall ensure for all times to come that there should not be by pollutional imbalance in the adjoining area. The executing agency shall be solely liable for such imbalance and will restore the imbalance.
- 33] Dumping of ash will be done as per the guidelines of JSPCB/DGMS.
- 34] The mine/mines authority reserves the right to inspect at any time of the day and on any day to see that the dumping is being done according to the work plan as finalised above, by the officers to be nominated by them.

- 35) That the maintenance of internal and haul roads leading to the dumping area will be done by the executing agency at their own cost.
- 36] Water sprinkling shall be done by the executing agency as per requirement on the roads and other internal roads.
- 37] That the mine/mines authority shall not be, in any way, responsible for any accident or injury of persons engaged or otherwise affected in the process of transportation, storage and dumping of the fly ash and the executing agency shall keep them harmless and indemnified against any claim on this score.
- 38] The executing agency shall be responsible in the event of any violation of the provision of Mines Act 1952 as regards dumping of ash.
- 39] **During the period of one year at least one test report of fly-ash in respect of toxicity, leachates and incombustible material should be got carried out by a reputed Govt. scientific agency at the cost of the executing agency and the test report should be submitted to mine/mines authority with a copy to DVC.**
- 40] That mine/mines authority reserves the right to withdraw the permission at any time with immediate notice. The contractor will not have any claim for sudden stoppage of work.
- 41] That the executing agency will indemnify for any consequential damage / liability. DVC shall bear no responsibility of the persons engaged by the contractor.
- 42] Progress report of the work will be submitted by the executing agency to the Chief Engineer, CTPS, DVC every month as per format submitted by DVC.
- 43] That the fly ash shall be dumped only at the appointed site as identified above and not any where else.
- 44] As per condition laid down by Jharkhand State Pollution Control Board, the

executing agency shall transport the fly ash in trucks/tippers in covered manner so that it does not become airborne during transit.

- 45] After the filling of mines with ash is complete, the filled up area will be covered with appropriate thick layer of earth as directed by the engineer -in-Charge. Rate of payment for such earthfilling will be mentioned in the price-schedule. The measurement of such earthfilling will be same as that of the borrow pit provided in the vicinity of the evacuation site. The contractor, will have to carry out such earth filling work over particular filled up area even before the completion of the evacuation work to suit the pollution control norms as per the direction of Engineer-in-Charge.

46] Special Condition :

The rate at which work is awarded to the contractor will remain firm and the contractor will have to agree to execute the work at the same rate, terms and conditions of the agreement, if the contractual period is extended to second year after the review of the successful performance of the contractor by the DVC at the end of first year.

This should also be noted that there may be a decrease in quantity of pond ash evacuation during 2nd year of contract considering utilization of Dry Fly Ash from CTPS Unit 7&8 by cement and other industries

DAMODAR VALLEY CORPORATION

**GENERAL
RULES AND CONDITIONS
OF CONTRACT**

**FOR
DVC WORKS**

**DVC / T - 3
SEPTEMBER - 1996**

DVC/T-3
Revised Sept. -1996
DAMODAR VALLEY CORPORATION
ITEM RATE AND CONTRACT FOR WORKS
General Rules and Direction for the Guidance of Contractors

[1] All works proposed for execution by contract will be notified in a form of invitation of tender posted in public place and signed by the Divisional Engineer. If the date of opening happens to be closed /holiday, the tenders will be received and opened on the next working day.

This form will state the work to be carried out. as well as the dates for submitting, and opening tenders and the time for completion and or 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 tender, and the percentage, if any other document required in connection with the work signed for the purpose of identification by the Divisional Engineer shall also be open for inspection by the contractor at the office of the Divisional Engineer during office hours.

[2] In the event of the tender being submitted by a firm or a company it must be signed by legally authorised person/s of the firm and or company. Trade licence. in the case of a partnership firm, certificate of incorporation in the case or partnership firm or a limited company must be submitted along with the tender.

In case of a proprietary firm the tender must be signed by the owner of the firm or his authorised legal representative.

[3] Receipts for payment made on account of work, when executed by a firm, must also be signed by the several partners, except where the contractors are described in their tender as firm, in which case the receipt must be signed in the name of the firm by one of the partners, or by some other person having authority to give effectual receipts for the firm . In case of proprietary firm, receipts for payment made on account of work shall be signed by the owner of the firm or his authorised legal representatives.

[4] A tenderer shall fill up the usual printed form, quoting the rate for 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 will be liable to rejection. No single tender shall include more than one work. Separate tender must be submitted for each work. The name and number of the work must be written on the envelope.

[4/A] Tenderer shall sign all the tender papers and documents attached with tender

before submission.

[5] The Divisional Engineer or his duly authorised agent will open tenders in the presence of the tenderers or their authorised representative who may be present at the time and will enter the amount of all the tenders in a Comparative statement in a suitable form. Tenders shall be opened on the date and time so specified even if a tenderer is not present. In the event of tender being rejected, the Earnest Money forwarded with such unaccepted tender shall be refunded to the tenderer remitting the same .

[6] The officer inviting the tender reserves the right not to accept the lowest rate quoted by a tenderer and to reject any or all the tenders and to split up and award the work to more than one tenderer, if necessary, without assigning any reason thereof.

[7/A] The amount of earnest money deposited will be:

- (i) for the work up to Rs. 5.00 crores, 2% (Two percent) of the estimated cost.
- (ii) For the work above Rs. 5.00 Crores ,1.00% (One percent) of the estimated cost subject to minimum of Rs. 10.00 Lakhs.
- iii) For limited tender up to Rs. 5.00 Lakhs, no earnest money is required.

[7/B] Mode of deposit of earnest money:

Each tender (price bid) must be accompanied by earnest money deposit amounting to in one or other of the following form.

- i) Pay Order or Demand Draft in favour of Sr. ACAO, DVC, CTPS.
- ii) Bank Guarantee from a Nationalised Bank/Schedule Bank/Foreign Banks, irrevocable and operative till the validity of the offer as per standard Performa.
- iii) Post Office National Savings/ National Defence Deposit Certificate duly endorsed in favour of Sr. ACAO, DVC, CTPS.
- iv) Fixed Deposit Receipt issued by Nationalised Bank endorsed in favour of Sr. ACO, DVC, CTPS.
- v) DVC Bond duly endorsed in favour of Sr. ACAO, DVC, CTPS.

8. Exemption from the deposit of earnest money:

In respect of tender for dismantling and removal of old structures, the amount of earnest money which the tenderer should deposit should be as high as the anticipated cost of

removing all debris and cleaning the site completely. It will be left to the authority sanctioning the demolition work to fix the amount of such deposit in each case. However, the amount of deposit money should not be less than 5% (Five percent of the estimated sale value of bldg (s))

[9] The Divisional Engineer will inform the successful tenderer, who shall thereupon sign copies of the specifications and other documents mentioned. The successful tenderer shall also deposit.

- a) For works of value up to Rs. 5.00 Lakhs an amount equivalent to 3% of the tendered value less earnest money as Initial Security Deposit.
- b) For works of value above 5.00 Lakhs an amount equivalent to 10% of tendered value as Security Deposit in the form of Bank Guarantee as per format and guide line of DVC.

The successful tenderer will have to complete Stamp Act within 10 (ten) days from the date of receipt of the letter of approval, the contract documents and other connected papers properly stamped in accordance with provision failing which the tender may be rejected and the earnest money forfeited. An indemnity Bond in DVC Approved format duly stamped and executed to be submitted by the tenderer after acceptance of the tender. The contractor should agree to indemnify DVC for over payment under relevant contract or allow the Corporation to adjust the over payment against any valid claims which the tenderer may have against the Corporation.

If Divisional Engineer is not competent to accept the tender himself he shall forward the tender with a comparative statement with his recommendation to the higher authority who is competent to accept the tender. On acceptance of the tender by the competent authority the Divisional Engineer will inform the tenderer concerned, who shall thereupon take action as prescribed above.

[10] When a tender is selected for acceptance, tenderer shall deposit the required amount of initial Security money in the form of Bank Draft/Pay Order for work value up to Rs. 5.00 Lakhs and Security Deposit @ 10% of the tendered value in the form of Bank Guarantee for the work more than Rs. 5.00 Lakhs. No tender shall be finally

accepted until the required amount of the security money as stated above has been deposited.

[11] a) The Amount of security money for the work up to Rs. 5.00 Lakhs to be deposited by the tenderer whose tender is selected for acceptance shall be 10% of the tendered value of the work and the amount of earnest money already deposited by him shall be credited. At least 3% of tendered value (initial security) inclusive of the earnest money shall be deposited by the tenderer within such time as may be notified to him in writing by the Divisional Engineer, failing which the tender shall be liable to rejection.

Balance of the security money outstanding may be made up by deduction of 7% of the amount of each payment to be made to him for work done under the contract.

Provided that if the value of work done exceeds the tendered amount . Security deposit shall also be deducted from payment to be made to the contractor at 10% on such excess.

b) The amount of security deposit for the work more than Rs 5.00 Lakhs to be deposited in the form of Bank Guarantee in the DVC approved format whose tender is selected for acceptance shall be 10% of the tendered value of the work.

In the event of increased in the value of the contract the Bank Guarantee amount will also be correspondingly increased.

12. Bank Guarantee should be executed by Nationalised Bank/Scheduled Commercial Bank. The Bank Guarantee from Co-Operative Bank/Rural Bank are not acceptable. It should be executed on non-judicial stamp paper of the specified value. Each page of Bank Guarantee shall bear the signature of authorized signatory & Seal of the Bank with Bank Guarantee No Any correction/deletion etc. in the Bank Guarantee should be authenticated by the Bank official signing the Bank Guarantee.

The Bank Guarantee should be executed for a minimum validity period of one year and up to the Guarantee period with the breathing period of 6 (six) month.

[13] When a tender is accepted, the tenderer shall have to deposit required amount of the initial Security Money, Other connecting papers and documents and properly stamped the tender paper in accordance with the provision of Stamp Act within a period as specified in the latter of approval/intent failing which his earnest money will be forfeited and he shall be disqualified for submission of tender for a minimum period of two years.

When the successful tenderer has deposited initial security deposit and furnished all documents and propely stamped the tender paper, the Divisional Engineer shall scrutinize all pages of the form of item rate tender and contract for works and other documents to see that form has been properly filled up and signed by the tenderer and signature is witnessed. He shall then, if he is competent to accept the tender, sign the acceptance of the tender or if he is not so competent, shall send the form duly signed by him for signature of acceptance to the officer competent to accept it.

[14] The tenderer shall make himself fully conversant with the site condition and nature of the proposed work, before submitting the tender and also cost of all the materials, cost of labour, transport, incidentals, royalties municipal and /or State Tax or any other tax and duty.

[15] The tenderer should quote the rate on item rate basis or percentage basis as may be required in the tender/quotation both in figures and words. Conditional tender/quotation is liable to be rejected.

[16] Request for adjustment of Earnest Money will not be entertained. Non submission of earnest money may make the tender submitted liable to rejection. The rate of such tender/ quotation should not be read / taken into account / consideration at the time of opening of tender. However minor irregularities in the shape of little less deposit not exceeding Rupees one hundred may be condoned by the tender opening authority but

immediate action for deposit of balance Earnest Money as per Sl. No. 7 above must be taken.

[17] Certified copy of registration in Labour Dept. under (Regulation & Abolition) contract of Labour Act 1975 must be produced at the time of execution of agreement.

[18] All Govt. Taxes and duties, including the statutory ones as applicable, on the date of opening of tenders in respective region payable will be borne by the contractor and shall not be charged in whole or in part to the Corporation.

[19] All Rates quoted in the tender/quotation shall be inclusive of charges for carrying of the materials to site and incidental expenses, if any, whether stated in the schedule or works or not.

[20] It is obligatory on the part of the tenderer to make his own arrangement of water required for the work under contract at each location. If, however, water is supplied by DVC, the charge for the same shall be recovered @ 1% of the contract value from the bill of the tenderer. The water point will be given at one place near the work site from where tenderer shall have to make his own arrangement of distribution line.

[21] The quotation shall be clearly and legibly written and the whole writing must be by the hand of the person signing the tender and with the same pen ink. The Condition may be suitable relaxed in case of tenderer unable to write in English.

[22] Copies of Drawing :

One copy of all drawing will be furnished free of cost to the tenderer for his use until the completion of the contract and shall be accessible at all reasonable times to the supervisory staff of the Damodar Valley Corporation. Drawing however, will be supplied to the tenderer as and when required.

[23] Site :

The site indicated in the site plan is approximate and exact location will be shown

at site by the Engineer-in-charge of the work or his representative.

[24] Lay - Out :

The layout of the structures will be the responsibility of the contractor. The work, however, will not be taken in hand before the Divisional Engineer or his representative has satisfied himself of the correctness of the layout.

No work should be carried out on Sunday & holidays. However, if the work is to be carried out on Sunday & holidays, prior written approval is to be obtained from the Divisional Engineer.

[25] Treasure :

Should any treasure, fossils, minerals or work of ancient art and or antique be found during excavation or while carrying out the work such treasure, fossils or minerals, etc. shall be property of the DVC, or the Govt. of India, as the case may be.

[26] Benches:

The tenderer is to construct and maintain proper benches at the intersection of all main walls in order that the lines and level may be accurately checked at all times.

[27] Access for Site :

The tenderer is to include in his rates for forming access to the site with all temporary roads and gangways required for the work.

[28] Access for Inspection:

The tenderer is to provide at all times during the progress of the work and the maintenance period, proper means of access with ladders, gangways. etc. and the necessary attendance to move and adopt as directed for the inspection or measurement of the works by the project supervision staff.

[29] Order Book:

The tenderer will be required to keep an order book at site or work. Any special order and instruction to be issued to the tenderer by the Engineer - in Charge or his representative will be recorded in this book. Each page of this book will be numbered and initialled by the Engineer-in -Charge or his representative. The book will always be kept the site of work. The tenderer will however, sign all order as token of his having

seen and noted. This order book will be property of the DVC.

[30] Lighting Arrangement :

The tenderer is to make his own arrangement for proper lighting of the whole site.

[31] Mechanical plant :

The tenderer will be required to provide and maintain in working condition the following power driven equipment in addition to the other mechanical equipment required during excavation of work.

- a) Concrete mixers of more than 0.2 M³ capacity each.
Insertion type vibrators for consolidating concrete in RCC beams, columns
- b) and partition walls and surface type vibrators for consolidating concrete in slabs.

[32] Work programmes:

The tenderer on starting the work shall furnish to the Engineer-in-Charge a programme for carrying out the work stage by stage in the stipulated time. A graph or chart on each individual work shall be maintained by the contractor at site showing the progress week by week.

[33] Vouchers:

The tenderer shall furnish the Engineer-in Charge with copy of vouchers on request to prove that the materials are as specified.

[34] Specification :

Workmanship and materials to be strictly as per latest Indian Standard Specification and/or as per DVC/CPWD printed specification.

[35] Tools & Plant :

For all materials issued to the tenderer, the tenderer will issue a proper receipt in prescribed form in quadruplicate. The tenderer are to supply all tools and plants , including 8/10 tons Road roller that may be required for successful completion of the work at their own cost.

[36] Clearing the site:

The site shown on the plan 8 meter all round the building shall be cleared of all obstruc-

tion, loose stones and materials, rubbish or all kinds as well as brush woods, all holes or hollows whether originally existing or produced by removal of loose stones or brush wood shall be carefully filled up with earth well rammed and levelled off as directed. No payment for this will be made separately.

[37] Protection of Trees:

Trees designated by the Engineer-in-Charge shall be protected from damage during the course of the work and the earth level shall not be changed within three feet of such trees. Where necessary such trees shall be protected by means of temporary fencing.

[38] Clearing the site before commencement of work:

All rubbish, brush wood trees shall be cleared away at least 60 meter from an area extending 8 meter in all direction round the site of each structure to be created. All roots to be grubbed 1.5 meter below ground level and holes filled to with earth well rammed. Trees which come under the structure site shall be fallen down and uprooted and holes made up should be filled up. No extra payments for works under this clause will be made. The tenderer is to allow for this at his cost.

[39] Validity of rates:

Rates quoted in the tender as well as of the terms and conditions of the tender shall remain firm and valid for a minimum period of 6 months from the date of opening of tender (price part in Envelop - C) during which period tender is likely to be finalized and letter of intent issued. On being done so, the tenderer shall be strictly bound by the terms & conditions and provisions of the tender and execute the work at the quoted rates.

The above mentioned period of six months may however be extended with the consent of the tenderer.

[40] Allowance to be deducted for sinkage and /or shrinkage when measured in fresh stack of materials as per B.I.S. Code.

[41] In case of any dispute in rate/unit in between the schedule mentioned in tender and DVC's/CPWD printed schedule of unit/rate, the printed DVC 1992/CPWD schedule of

unit/ rate will prevail.

[42] The tenderer should note that all statutory provisions of the governments as may be applicable including recovery of taxes and duties at source, shall be binding upon the tenderer.

[43] Mode of measurements shall be as per BIS code.

[44] The tenderer shall submit to the Engineer -in-Charge every month such statistical returns as per analysis and certification of labour and welfare officer in respect of labour employed by him in the work as may from time to time be required by the DVC in such form and within such date as may be prescribed for the purpose. On his failure to comply with the above he shall be liable to pay such cost as may be reasonably incurred by the DVC for compilation of such returns.

[45] The tenderer shall be required to provide sperate latrines and urinals for women workers in accordance with Rule 6-18 of CPWD MODEL Rules.

[46] The tenderer shall at time exercise reasonable precautions for the safety of employees in the performance of his contract and shall strictly comply with all the provisions of the safety and pollution control laws. The tenderer shall comply with the provisions of the safety Hand Book as approved by the competent authority. The respanibility of safety to the exectives, superising staff including any authority empowered for inspections of work during the course of inspection of site will also rest on the tenderer.

[47] White cement required for the work shall not be supplied by the DVC steel materials required for manufacturing grills, gates, etc shall not be supplied by the DVC and the same be supplied by the DVC, shall be supplied only on the basis of availability. No extra claim shall be entertained for non--supply of aforesaid materials.

[48] If any tenderer withdraws his tender before acceptance or refuse within a reasonable time with out satisfactory explanation he shall be disqualified for submission of tender for minimun one year. Tenderer who refuses to carry out the work after acceptance of the tender without valid reasons shall be disqualified for submission of tender in future for a period of minimum 2 (two) years.

TENDER FOR WORKS

I/we hereby tender for the execution for the Secretary Damodar Valley Corporation of the work specified in the underwritten memorandum at rates specified therein within a period of One Year from the date of work order which may be extended to second and third year at the same rates terms and conditions subject to assessment of satisfactory performance of the end of each year and in accordance in all respect with the specifications, designs and other documents referred to in rule I hereof and subject to the annexed conditions of contract and with such materials as are provided for by, and in all other respect in accordance with such conditions so far as possible.

MEMORANDUM

- a) Name of work : Evacuation of Ash from different filled up Ash Ponds of DVC, CTPS and Nuisance free transportation to abandoned Mines of CCL/BCCL
- b) Estimated cost Rs 38,71,75,400/- for two years period.
Estimated cost for one year : Rs. 19,35,87,700/-
- c) Earnest Money : Rs 19,35,900/-.
- d) Initial security deposit be deposited before the commencement of the work ten per cent of tendered value in the form of bank guarantee.
- e) Time required for the work from the date of written order to commence – One Year extendable for another year after review of the successful performance of the contractor at the end of first year at the same rates, terms and conditions of the first year.
- f) Date of written order to commence.....
- g) Total number of item of work tendered for 4 (four)

Should this tender be accepted I/we hereby agree to abide by and fulfill all the terms and provisions of the said conditions of contract annexed hereto so far as applicable or in default thereof forfeit and pay to the Secretary, Damodar Valley Corporation or his successors in office the sums of money mentioned in the said conditions.

Signature of contractor
before submission of tender

Date the

Witness

Address

Occupation:

Signature of witness
to contractor's
signature.

The above tender is hereby accepted by me on behalf of the Secretary, Damodar Valley Corporation.

Accepted value of the work Dated the Day of 20

Rs.

Rupees.....

Acceptance communicated on

Signature of the officer accepting the tender

Signature of the party making the tender

CONDITION OF CONTRACT

Definition :

a) The 'Contract' mean the documents forming the tender the and acceptance thereof and the formal agreements executed between the Corporation and the Contractor/tender together with the documents referred to therein, including these condition, the specification, designs, drawing and instruction issued from time by Engineer - in- Charge and all these documents taken together shall deemed to form one contract and shall be complementary to one another.

b) In the contract the following expressions shall unless the context otherwise requires to have the meaning hereby respectively assigned to them.

c) The expression 'Works or Work' shall unless there be something either in the subject or context repugnant of such construction be constructed 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.

d) The 'Site' shall mean the land and/or other places on into or through which work is to be executed under the contract or an adjacent land, path or street through which work is to used for the purpose of carrying our the contract.

e) The 'Contractor or Tenderer shall mean the individule of firm or company whether incorporated or not, undertaking the works and shall include the legal representative of such individual or the persons composing such firm or company or the legal levis/successors of such firm or company and the permitted assigness of such individual of firm or company.

f) DVC/Corporation means the Damodar Valley Corporation, formed under DVC Act No. XIV - 1948 having its Head Office, DVC Tower's VIP Road, Calcutta - 700054.

g) The 'Engineer -in - Charge' mean the Divisonal Engineer/Executive Engineer/Sr. Divisional Engineer as the case may who shall supervise and be In charge of the work.

h) Works imparting the singular number include the plural number and vice-versa.

i) Supervising Engineer (Construction) Means Superintending Engineer and above.

CLAUSE -1 : The person (s) whose tender may be accepted (hereinafter called the con-tractor/tenders) shall permit the Corporation at the time of making any payment to him for work done and measured under the contract to deduct such sum at the rate of 10% of the gross value of the work done in each running bill as along with the amount of Earnest Money, if any, already deposited by the contractor.

All compensation or other sums of money payable by the contractor Compensation for to corporation under the terms of his contract may be deducted delay from, or paid by, the sale of a sufficient or whole of the security or wholeof the seurity deposit, or from the interest arising there from or form any sums which may be due or may become due to the contractor by Corporation on any account whatsoever, under the contract or otherwise, and in the event of his security deposit being reduced by reason of any such deduction or sale as aforesaid, the contractor shall within ten days thereafter make good in cash or bank draft in favour of as stated in tender notice as aforesaid any sum or sums which may have been deducted from, or raised by sale of his security deposit or any part thereof.

CLAUSE - 2 : The time allowed for carrying our the work as entered in the tender shall be strictly observed by the contractor and shall be deemed to be the essence of the contracton the part of the contractor and shall reckoned form the 10th day after the date on which the written order to commence the work is issued to the contractor or from actual date of commencement specified in the work order whichever is later. The work shall throughout the stipulted period of the contract be proceeded with all due diligence and the contractor shall pay as compensation an amount equal to one percent or such smaller amount as the Superintending Engineer (Whose decision in writing shall be

final) may decide on the amount of the estimated cost of the whole work as shown in the tender, for everyday that the work remains uncommenced or unfinished after the proper date.

And further to ensure good progress during the execution of the work the contractor shall be bound in all cases in which the time allowed for any work exceeds, one month (save for special jobs) to complete one -eighth of the whole of the work before one fourth of the whole time allowed under the contract has elapsed three eighth of the work, before one half of such time has elapsed and three fourth work before three fourth of such time has elapsed. However for special job a time schedule has been submitted by the contractor and the same has been accepted by the Engineer-in-charge, the Contractor shall comply with the said time schedule. In the even of the contract or failing to comply with condition, he shall be liable to pay as compensation an amount equal to one percent or such smaller amount as the Superintending Engineer (whose decision in writing shall be final) may decide on the said estimated cost of the whole eork for every day that the reasonable progress of work remains to be achieved. Provided always that the entire amount of compensation to be paid under the provisions of this Clause shall not exceed ten exceed ten percent of the estimated cost of the work as shown in the tender.

The work should not be considered finished until such date as the Divisional Engineer shall certify as the date on which the work is finished after necessary rectification of defects as pointed out by the Divisional Engineer or his authorized representatives are fully complied with by the Contractor to the Divisional Engineer's satisfaction.

CLAUSE -3 : The Engineer -in Charge may without prejudice to his right against the contactor in respect of any delay or inferior workmanship or otherwise or to any claims for damage in respect of any breaches of the contract and without prejudice of any right or remedies under any of the provisions of this contract or otherwise and whether the date for completion has or has not elapsed by notice in writing absolutely determine / rescind the contract in any of the following cases:

i) If the contractor having been given by the Engineer -in - charge a notice in writing to rectify, reconstruct or replace any defective work or that the work is being performed in

any inefficient or otherwise improper or unwork men like manner shall omit to comply with the requirements of such notice for a period of seven days thereafter or if the contractor shall delay or suspend the execution of the work so that in the judgment of the Engineer-in-charge (which shall be final binding) either he will be enable to secure completion of the work by the date for completion or he has already failed to complete the work by the date.

ii) 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 a creditor shall be appointed or if circumstances shall arise which entitle the court or creditor to appointed a receiver or a manager or which entitle the court to make winding up order.

iii) If the contractor commits breach of any of the terms and conditions of this contract,

iv) If the contractor commits any acts mentioned in Clause - 19 hereof.

When the contractor has made himself liable for action under any or the cases aforesaid, the Engineer-in-charge on behalf of the Corporation shall have powers:

a) To determine or rescind the contract as aforesaid (of which termination or rescission notice in writing to the contractor by the hand of the Engineer-in- Charge shall be conclusive evidence) Upon such determination or rescission the security deposit of the contractor shall be liable to be foreited and shall be absolutely at the disposal of corporation.

b) To employ labour paid by the Corporation and to supply materials to carry out the work or any part of the work debiting the contractor with the cost of the labour and the price of the materials (of the amount of which cost and price certified by the Engineer-in-

charge shall be final and conclusive against the contractor) and crediting him with the value of the work done in all respect in the same manner and at the same rates as is it had been carried out by the contractor under the terms of his contract. The certificate of the Divisional Engineer as to the value of the work done shall be final and conclusive against the contractor, provided always that action under the sub-clause shall only be taken after given notice in writing to the contractor. Provided also that if the expenses incurred by the dept. are less than the amount payable to the contractor at his agreement rates, the difference should not be paid to the contractor.

c) After giving notice to the contractor to measure the work of the contractor and to take such part thereof as shall be unexecuted of his hands and to give it to another contractor to complete in which case, any and or all the expenses and or loss which may be incurred in excess of the sum which would have been paid to the original contractor if the whole work had been executed by him (of the amount of which excess the certificate in writing of the Engineer - in - Charge shall be final and conclusive shall be borne and paid by the original contractor and shall be deducted from any money due to him by Corporation under this contract or on any other account whatsoever or from his security deposit or the proceeds of sales thereof or a sufficient part there of as the case may be.

d) To determine or rescind contract as aforesaid (of which termination or rescission notice in writing to the contractor under the hand of Engineer - in - charge shall be conclusive evidence.) Upon determination or recession of the contract the Security Deposit in hand of the Corporation i.e. initial security deposit and security deposit recovered/to be recovered for the work done shall be liable to be forfeited and the contract or shall not be allowed to do any work of the Corporation for a period of five years after the date on which the contract has been rescinded/terminated. In the event of any one or more of the above courses being adopted by the Engineer -in charge, the contractor shall have no claim for compensation for any loss and injury sustained by him by reason of his having purchased or procured any materials, or entered into any engagements, or made any advances on account of or with a view to the execution of the work or the performance of the contract. And in case the contract shall be rescinded under the provision aforesaid, the contractor shall not be entitled to recover to be paid any sum for any work thereof or actually performed under this contract, unless and until

the Engineer-in-Charge shall have certified in writing the performance of such work and the value payable in respect thereof, and he shall only entitled to be paid the value so certified.

CLAUSE - 4 : In any case in which any of the powers conferred upon the Engineer - in-Charge by Clause – 3 thereof, shall have become exercisable and the same shall not be exercised, the non exercise thereof shall not constitute a waiver of any of the condition 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 Engineer -in-Charge putting in force all or any of the powers vested in him under the preceding clause he may if he so desires after giving notice in writing to the contractor take possession of (or at all the sole discretion of Engineer-in-charge which shall be final) use as on hire (the amount of the hire money being also in the determination of the Engineer-in-Charge which shall be final) all or any tools, plant materials and stores, in or upon the works of 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 the current market rate to be certified by the Engineer in Charge by notice writing may order the contractor or his authorized agent of the works. foreman or other authorized agent to remove such tools, plant materials or stores from the allowed to premises (withina time to be specified in such notice) and in the event of the contractor failing to comply with any such requisition, the Engineer-in-charge may remove them at the contractor's expense or sell them by the auction or private sale on account of the contractor and at his risk all respect and certificate of the Engineer-in-charge as to the expense of any such removal and the amount of the proceeds and expense of any such sale be final conclusive against the contractor.

CLAUSE - 5 : If the contractor shall desire an extension of the time for completion of the work on the ground of his having been unavoidable hindered, in its execution or any other ground, he shall apply in writing to the Divisional Engineer within 30 days of the date of hindrance on account of which he desire such extension as aforesaid, and the Divisional Engineer shall, if in his opinion (which shall be final and binding) reasonable grounds be shown thereof, authorize such extension of time if any as may in his

opinion, be necessary or proper.

CLAUSE - 6 : On completion of the work, the contractor shall be furnished with a certificate by the Divisional Engineer (hereinafter called by the Engineer-in-Charge) of completion but no such certificate be given, nor shall the work be considered to be complete until the contractor shall have removed from the area of the premises (to be distinctly marked by the Divisional Engineer in the site plan) on which the work shall be executed, all scaffolding, surplus materials and rubbish and cleaned of the dirt from all woodwork doors, windows walls, floor or other parts of any building in upon or about which the work is to be executed or of which of may have had possession for the purpose of the execution thereof not until the work shall have been measured by the officer of the Corporation in accordance with the rules of the department whose measurement shall be binding and conclusive against the contractor. If the contractor fails and or neglects to comply with the requirements of this clause as to removal of scaffolding, surplus materials and rubbish and cleaning of dirt on or before the date fixed for the completion of work, the Engineer -in-charge may at the expenses of the contractor remove such scaffolding surplus materials and rubbish and dispose of the same as he thinks fit and clean off such dirt etc. as aforesaid and the contractor shall forthwith pay the amount of expenses so incurred and shall have no claim in respect of any such scaffolding or surplus materials as aforesaid expect, for any sum actually realized by the sale thereof.

CLAUSE -7 : A bill in the printed form shall be submitted by the contractor each months on or before the date fixed by the Engineer-in-Charge for all work executed in the previous months and the Engineer -in- Charge or his subordi- nate, adjucted if possible, before the expiry of ten days from the presentation of the bill. If the contractor does not submit the bill within the time fixed as submitted monthly aforesaid, the Engineer-in-Charge or his subordinate shall measure the said work in the presence of the contractor whose countersignature to the measurement list will be sufficient warranty and the Engineer-in-Charge or his subordinate shall prepare a bill from such list which shall be binding on the contractor in all respect.

All such intermediate payment to the contractor shall be regarded as payments by way of advance against the final payment only and not as payment for work actually done and completed, and shall not preclude the requiring of bad unsound and imperfect or unskilful work to be removed and taken away and reconstructed, or erected or be considered as an admission of due performance of the contract, or any part thereof in any respect, or the actual of any claim nor shall it conclude, or any part there if in any respect, or the actual of any claim nor shall it conclude, determine or effect in any way the powers of the Engineer-in-Charge under these conditions or any of them as to the final settlement or adjustment of the accounts or otherwise, or in any other way vary or affect the contract.

Provided further that if the value of work done exceeds the tendered amount security deposit shall also be deducted from payments to be made to the contractor as 10% on such excess.

CLAUSE - 8 : Final bill of the work shall be submitted by the contractor in accordance with the rules of the department within one month from the date of completion of the work in all respect.

Payment shall be made within 3 months if the amount of the contract plus that of additional items is upto Rs. 5 (Five) lakhs and 6 months if the same exceeds Rs. 5 (Five) lakhs on the submission of such bill. If there shall be any dispute about any item or items of the work then the undisputed item or item only shall be paid within the said period of 3 months or 6 months as the case may be. The Contractor shall submit a list

of the disputed items within 30 days from the dis-allowance thereof and if he fails to do this. his claim shall be deemed to have been fully waived and absolutely extinguished.

CLAUSE - 9 : (i) If the specification or estimate of the work provides for the use of any special description of materials to be supplied from the Engineer-in-Charge's store, or if it is required that the contractor shall use certain stores to be provided by the Engineer-in-Charge under the conditions of this contract such materials and stores and the prices to be charged therefor as herein after mentioned being so as far as practicable for the convenience of the contractor but not so as in any way to control the meaning or effect of this contract as specified in the schedule (or memorandum here to annexed), the contractor shall be supplied with such materials and stores noted in the annexed schedule as are required from time to time to be used by him for the purposes of the contract only and the value of the full quantity of materials and stores so supplied at the rates specified in the said schedule may be set off or deducted from any sums then due, or thereafter to become due to contractor under the contract or otherwise or against or from the security deposit or the proceeds of sale thereof, if same is held in Govt. Securities the same or a sufficient portion thereof being in this case sold for the purpose. All materials supplied to the contractor shall remain the absolute property of Corporation and shall not on any account be removed from the site of the work and shall at all times be open to inspection by the Engineer-in-Charge. Any such materials unused and in perfectly good condition at the time of completion or determination of the contract shall be returned to the Engineer -in-charge's store at the prevailing market rate or at the issue rate whichever is less if by a notice in writing under his hand he shall so require, but the contractor shall not be entitled to return any such materials unless with such consent, and shall have no claim for compensation on account of any such materials so supplied to him as aforesaid be unused by him or for any wastage in or damage to any such materials.

9/(ii) : The deduction from the running bill for materials supplied by the department shall not be in any case less than the actual consumption.

9/(iii) : After the completion of work the theoretical quantity of cement to be used in the work shall be calculated on the basis of statement showing quantity of cement to be used in different items or work provided in DVC Schedule of Analysis of Rate. In case any item is executed for which standard Analysis of the consumption of cement are not

available in the above mentioned schedule of analysis of rates or can not be derived either from the Statement or from the analysis of rate as per BIS norms the same shall be calculated on the basis of formula to be laid down by the Superintending Engineer of the Circle concerned. Over this theoretical quantity of cement shall be allowed a variation upto 3% plus/minus for works estimated cost of which put to tender does not exceed Rs. 5.00 Lakhs and upto 2% plus/minus for works the estimated cost of which as put to tender is more than Rs. 5.00 Lakhs. The difference in the quantity of cement actually issued to the contractor and the theoretical quantity, including authorized variation, if not, returned by the contractor, shall be recovered at twice the issue rates, without prejudice to the provision of the relevant conditions regarding return of materials governing the contract. In the event of it being discovered that quantity of cement used is less than quantity ascertained as herein before provided (allowing variation on the minus side as stipulated above) the cost of quantity of cement not so used, shall be recovered from the contractor on the basis of stipulated issue rates and carriage to site.

9/(iv) : provision of foregoing sub-clause shall apply metatis in the case of steel reinforcement or structural steel section (each diameter section or category shall be considered separately except that the theoretical quantity of steel shall be taken as quantity as per design or as authorized by Engineer-in-Charge, including authorized variation, plus 3% wastage due to cutting in pieces. Over this theoretical quantity 2% plus/minus shall be allowed as variation due to wastage being more or less.

CLAUSE -10 : the contractor shall execute the whole and evert part of the work in the most substantial and workmanlike manner, and both as regards materials and ptherwise in every respect strictly in accordance with the specification. The contractor shall also conform exactly fully and faithfully to the design, drawings and instruction in writing relating to the work signed by the Engineer -in- Charge and lodged and in his office and to which the contractor shall be entitled to have access at such office for the purpose of inspection during office hours and the contractor shall, if he so requires, be entitled at his own expense to make or cause to be made copies of the specification and of all such designs drawing and instructions as aforesaid .

Clause -10(a) : The quantity of works mentioned in the schedule of items for works is

approximate and is liable to variation in the course of actual execution of work. If such variation exceeds 25% of specified approximate quantity the Corporation shall be at liberty to take the whole of such excess quantity of work out of the hands of the contractor and allot it to other agency and/or execute it departmentally and/or get it done by the contractor at such revised rates as may be agreed upon, provided nevertheless that if the Corporation does not exercise the power therein before reserved, the contractor shall be bound to do all the excess work, irrespective of its magnitude at the rates initially tendered by him.

CLAUSE -11: The Engineer-in-Charge shall have power to make any alternations and /- or additions to the original specification, drawing, designs and instructions that may appear to him to be necessary or advisable during the progress of the work and the contractor shall be bound to carry out the work in accordance with the instructions which may be given to him in writing signed by the Engineer -in-Charge and such alterations shall not invalidate the contract and any additional work which the contractor may be directed to do in the manner above, specified as part of the work shall be carried out by the contractor on the same conditions in all respects on which he agreed to do the main work and at the same rates as are specified in the tender for main work. The time for completion of work shall be extended in the proportion that the additional work bears to the original contract work and the certificate of the Engineer-in- Charge shall be final and conclusive as to such proportion. And if the altered additional or substituted work includes any class of work, for which no rate is specified in this contract then such class of work shall be carried out at the rates entered in the Schedule of Rates of DVC, which was in force at the time of acceptance of the contract minus/plus the percentage which the total tendered amount bears to the estimated cost of the entire work put to tender and if the altered, additional or substituted work is not entered in the said schedule of rates payment thereof shall be made by the Engineer-in-Charge by determining the rates

of analysis worked out (a) the basic rates of materials and labour provided in the DVC Schedule of Rates which of was in force at the time of acceptance of contract or (b) the current market rates of materials & labour whebever basic rates for the work are not available in the schedule.

In case when such rates are determined on analysis by the Engineer-in-Charge under (a) above the stipulated percentage above or below as provided in the contract shall also apply and in case of rates worked out on analysis under (b) above no contractual percentage will be applicable.

In the event of a dispute, the decision of the Supervising Engineer (construction) will be final, provided always that the contractor shall not be entitled to any payment for any additional work done unless he has received an order in writing from Engineer -in-Charge for the additional work and the contractor shall be to submit his claim, for any additional work and that the contractor shall not be entitled to any payment in respect of such additional work if he fails to submit his claim within the aforesaid period.

CLAUSE -12(A): If at any time after the commencement of the work the Superintending Engineer shall for any reason whatsoever not require the whole thereof as specified in the tender to be carried out, the Engineer-in Charge shall give notice in writing of the for alternation in a fact to the contractor who shall have no claim to any payment and or restriction of compensation whatsoever on account of any profit or advantage, which he might have derive from the execution of the out. work in full, but which he did not derive in consequence of the full amount of the work not having been carried out, neither shall he have any claim for Compensation by reason of any addition and/ or alteration having been made in the original specification drawing design and instruction which shall involve curtailment of work as originally contemplated.

CLAUSE -12 (B) : The contractor shall not be entitled to claim any compensation for loss suffered by him on account of failure or delay by or on behalf of Corporation in the supply of materials or stores which the Corporation may have undertaken to supply, where such failure is due to -

i) Natural calamities, ii) act of enemies iii) Transport and procurement difficulties or iv) circumstances beyond the control of Corporation. For this purpose force majeure and VIS major shall come in operation.

In case of such failure or delay in the supply of materials or stores, on an application by the contractor within 30 days from the date of such failure or delay, such

extension of time shall be granted to the contractor for completion of the works as shall appear to the Engineer-in-Charge to be reasonable, in accordance with the circumstances of case. The decision of the Engineer -in-Charge as to the extension of time shall be accepted as final by the contractor.

CLAUSE -12(C) : In the event of death of the contractor (being sole proprietor) while the work is in progress, if his legal successor fails to turn up within 60 days form the date of expiry to carry out the balance work, the Engineer-in-Charge shall have the power to terminate the contract after taking approval of the authority who accepted the tender without any loss either to the contractor or to the Corporation.

CLAUSE- 13 : If it shall appear to the Engineer-in-Charge or his subordinate in -charge of the work, that any work has been executed with unsound imperfect or unskifful workmanship or with materials of any inferior description or that any material or articles provided by him for the execution of the work are unsound or of a quality inferior to that contracted or otherwise not in accordance with the contract, the contractor shall on the some new demand in writing from the Engi-neer-in-Charge specifying the work materials or articles complained of notwithstanding that the same may have been in-advertently 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 cost may be, remove the materials or articles so specified and provide other proper and suitable materials or articles at his own proper chareg and cost, and in the event of his failing to do so within a period to be specified by the Engineer-in -Charge in his demand aforesaid then the contractor shall be liable to pay compensation at the rate of 1% on the amount of the estimate for everyday not exceeding ten days, while his failure to do so shall continue and in the case of any such failure the Engineer -in -Charge may rectify or remove and re-execute this work or remove and replace with others, the materials or articles complained of, as the case may be, at the risk and expense in all respect of the contract.

CLAUSE -14: All work under or in course of execution or executed in pursuance of the contract shall at all time be open to the inspection and supervision of the Engineer-in-

Charge and his subordinates and the contractor shall at all times during the usual action, working hours, and at all other times at which reasonable notice of the intention of the Engineer-in-Charge or his subordinate to visit the works shall have been given to the contractor, either himself be present to receive orders and instructions or have a responsible agent duly accredited in writing present for the purpose. Order given to the contractor's agent shall be considered to have the same force as if they had been given to the contractor himself.

CLAUSE - 15: The contractor shall give not less than five days notice in writing to the Engineer-in-Charge or subordinate in charge of the work before covering up or otherwise placing beyond the reach or measurement any work in order that the same may be measured and correct dimensions thereof be taken before the same is so covered up or placed beyond the reach of measurement and shall not cover up or placed beyond the reach of measurement any work without the consent in writing of the Engineer in Charge or his subordinate in charge of the work and if any work shall be covered up or placed beyond the reach of measurement without such notice having been given or consent obtained the same shall be uncovered at the contractor's expense, or in default thereof no payment of allowance shall be made for such work of the materials with which the same was executed.

CLAUSE -16 : If the contractor or his working people or servant breaks and/or deface and/ or injure and/or destroy any man and/or materials and /or any part of the building in which they may be working or any building, road, curb, fence, enclosure, water pipe, cable drains, electric or telephone poles or wires, trees, grass or grass land or cultivated ground continuous to the premises on which they are working or any part is being executed or if any damage shall happen to the work while in progress from any cause whatsoever or any defects, imperfection or other faults appear in the work within 6 (six) Months (3 months incase of work costing Rs. 1,00,000/- or below) after the final certificate final or otherwise of its completion (except in case of asphaltic road work and water proofing with tarfelts) Shall have been given by the Engineer-in - Charge as aforesaid arising out of defects in proper materials or workmanship, the contractor shall upon a receipt of notice in writing on that behalf make the same good at his own expenses or in default, Engineer - in -Charge may cause the same to be made good by

other workmen and deduct Contract liable for the expenses from any sum that may be then or at any time damage done thereafter may become due to the contractor or from Security Deposit, or the Proceeds of sales thereof or of a sufficient portion thereof and the contractor shall be liable to pay any oart of the expenses not so recovered by the Engi-neer-in-Charge for any injury to any person and/or property of the Corporation which will include theft and/or misappropriation. The contractor and/or his man shall be liable for both civil and criminal prosecution.

The completion certificate shall be furnished by the Engineer-in-Charge immediately after completion of the work, otherwise date of completion as recorded in the Measurement Book shall be taken as the taken as the date of completion as recorded in the Measrity Deposit. Assistant Engineer, if he is present at the site of work on the date of completion or in his absence, Jr. Engineer/Engineering Assistant concerned should record the certificate in the M.B. of physical completion of the work on the date the work is completed.

The period of maintenance as prescribed in this clause of the contract, will be counted from the date of physical completion as recorded in the certificate mentioned above, provided measurement are found to be correct and quality upto satisfaction . The security deposit of the contract shall be refunded by the Engineer-in-Charge after this prescribed maintenance period of after the final bill has been prepared and passed for payment. which ever is later. Where however there is delay (3 months in case of works upto rupees five lack and 6 months for works valued exceeding rupees five lack) in payment of final bill. the Superintending Engineer shall make an assessment of the likely recoveries against the contractor and release half of the security deposit, if possible, unless he had reason to withhold the security deposit of the contractor. The reason should be recorded by him in writing.

The contractor should complete the following formalities before the refund of the security deposit.

- a) Acceptance of the final measurement recorded by the Departmental Officer.
- b) Apply for extension of time as and when required immediately.
- c) Rectification of the defects pointed out by the Department Officer.

Completion of work in all respect. Including clearing of sites, return of surplus

- d) materials issued by the department immediately on completion of work as and when it comes to light.

In case of asphaltic road work if in the opinion of the Engineer -in-Charge half of the security deposit is sufficient to meet all the liabilities of the contractor in this contract half of the security deposit will be refunded after 6 months and remaining half after one year of the said certificate of completion or till the final bill has been prepared and passed whichever is later. The contractor shall be responsible for rectifying defects in asphaltic works notice within a year from the date of completion of the work.

CLAUSE -17: The contractor shall supply at his own cost all materials, plant (except such special materials if any as may in accordance with the contract be supplied from the Engineer-in- Charge's stores), plant tools appliances, implements, 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 fencing requirement of the Engineer-in-Charge as to any matter as to which under these conditions he is entitled to be satisfied, which he is entitled to require together with carriage thereof to and from the work. The condtractor 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, weighting and assisting in the measurement or examination at any time from and time to time of the work or materials . Failing his so doing the same may be provided by the Engineer -in-Charge at the expense of the contractor and the expenses may ne deducted from any money due to the contractor under the contract, or from his security deposit or the proceeds of sale thereof, or of a sufficient portion thereof. The contractor shall also provide all necessary fencing and light required to protect thereof the public from accident, and shall be bound to bear the

expenses of defence or very suit, action or other proceeding at law that may be brought by any person for injury sustained owing to neglect of the above precautions and to pay damages and cost which may be awarded in any such suit, action or proceeding to any such person or which may with the consent of the contractor be paid to compromise any claim by any such person.

CLAUSE - 17(A) : In carrying materials over District Board and Union Board roads to the contractor should note the permissible load on such road and arrange his transport accordingly. He may have to bear the cost of repairs to these roads including repairs to bridges as assessed by the District Board or the Union Board authorities, if vehicles are used in breach of their rules.

CLAUSE - 17(B): The contractor shall at his own expense provide or arrange for the provision of footwear for any labour doing cement mixing work or work involving the use of mortar etc., which the contractor has undertaken to execute under this contract to the satisfaction of the Executive Engineer and on his failure to do so the Corporation shall be entitled to provide the same and to recover the cost thereof from the contractor.

CLAUSE -17(C): Whenever a vacancy occurs in the staff employed by the contractor including workers and labourers whether skilled, semi-skilled or unskilled, he shall promptly notify the same to the Employment Exchange concerned.

CLAUSE -17(D): At places where 50 or more women workers are employed a contractor shall at his own expense make provision for creches in accordance with rule 12 of the CPWD Model Rules enclosed as Annexure 'A' to this Agreement.

CLAUSE - 17(E) : The contractor shall be required to provide separate latrines and urinals for women workers in accordance with rules 6-10 of CPWD Model Rules enclosed as Annexure 'B' to this Agreement.

CLAUSE - 18 : No female labour shall be employed within the limits of a cantonment.

CLAUSE- 18(A) : The contractor shall not employ for the purpose of this contract any person who is below the age of twelve years, and shall pay to each labourer for the work done by such labourer, wages, not less than the wages, to be paid minimum wages act.

CLAUSE-18(B) :The Engineer-in-Charge shall have the right to enquire into and decide any complaint alleging that the wages paid by the contractor to any labour for the work done by such labour is less than the wages to be paid under relevant minimum wage act.

CLAUSE -18(C) :The Engineer -in-Charge of the work shall have the right to decide whether any labourer employed by the contractor is below the age of twelve years and to refuse to allow any labourer whom he decides to be below the age of twelve years, to be employed by the contractor.

CLAUSE-18(D) :The contractor shall make regular and prompt payment of wages to the labourers engaged on the work and in no case the payment shall be delayed more than 7 days following the period for which wages are due. If it is proved that workers are not being paid regularly the contractor is liable to be rescinded.

CLAUSE-18(E) : If the Divisional Engineer is satisfied that any labourer has not been paid wages within the time specified above, the Divisional Engineer shall be entitled to pay him the wages due and deduct the same out of the money due or payable to the contractor, after making necessary inquiries in the matter.

CLAUSE-18(F) : The contractor shall strictly comply with the provisions of the payment of Wages Act. 1936, minimum Wages Act 1948, Employees Liability Act 1938 Workman's Compensation Act. 1923, Industrial Disputes Act 1947, Maternity Benefit Act 1961,, and the Contractor's Labour (Regulation and Abolition) Act 1970 or the modifications thereof or any from time to time.

The contractor shall indemnify Corporation against payments to be made under and for the observance of the Laws aforesaid without prejudice to his right to claim indemnity from his sub-contractors.

The regulations 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.

CLAUSE -18(G) : The contractor shall employ the following technical personnel during the execution of the work.

1) One Graduate Engineer when the cost of work to be executed is more than Rs.10.00 lakhs.

2) One qualified Diploma when the cost of work to be executed is more than Rs. 5.00 lakhs.

CLAUSE -18(G)/(i) : After award of the work, the contractor's be asked to intimate details, i.e. name, qualifications and address of the qualified Engineer/Technical Staff (Diploma holder required. The Engineer/Technical persons, such employed by the contractor, should also invariably be present during different stages of execution of work to be clearly specified by Executive Engineer/Sr. Divisional Engineer in his letter to the contractor. The Engineer/Technical Staff shall be also associated with the measurement of important items of work.

CLAUSE 18(G)/(II) : An Engineer or Diploma holder, employed by the contractor, may look after more than one work provided the total value or works under him DVC does not exceed Rs. 30.00 (Thirty) lakhs in case of the Graduate Engineer and Rs. 15.00 (fifteen) lakhs in case of Diploma holder. In case, the contractor fails to employ the technical staff as foresaid, he shall be liable to pay a sum of Rupees three Thousand for each month of default in the case of Graduate Engineer and Rupees One Thousand & five Hundred for each month of default in the case of Diploma holder.

CLAUSE - 18(G)/(III) : It is not necessary for a contractor (or Partner in case of a firm/ company) who is himself an Engineer/Diploma holder to employ another Engineer/Deploma holder for supervision of the work, so long as the contractor/partner does work similar to what would have been done by an employed Engineer/Diploma holder.

CLAUSE -18(G)/(IV) :It is also essential that a certificate regarding employment of such technical staff (as mentioned in clause (1) & (2) above) satisfactorily by the contractor's who has looked after the work during its execution should be clearly recorded in the M.B. as well as in each R/A and final bills by the Assistant Engineer, Divisional Engineer/Superintending Engineer should also verify the fact of this employment during their visit of work sites whenever required.

The respective accounts office in the absence of any such certificate shall take necessary action against the contractor as per the clause stated above at the time of making payment.

CLAUSE -19 : The contract shall not be assigned or sublet without the written approval of the Divisional Engineer. And if the contractor shall assign or sublet his contract, or attempt so to do, or become insolvent or commence any insolvency proceedings or make any composition with his creditors or attempts so to do if any bribe gratuity, be rescinded gift, loan, perquisite, reward or advantage pecuniary or otherwise, shall either directly and security or indirectly be given promised or offered by contractor or any of his servants or agents to any public officer or person in the employ of Corporation in any way relating to its office or employment or if any such officer or person shall become in any way directly or indirectly interested in the contract, the Divisional Engineer may thereupon by notice in writing rescind the contract, and the security deposit of the contractor shall thereupon stand forfeited and be absolutely at the disposal of corporation and the same consequences shall ensue as if the contract had been rescinded under clause-3 thereof, and in addition the contractor shall not be entitled to recover or be paid for any work thereto for actually performed under the contract.

CLAUSE -20 : 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 Corporation without reference to the actual loss or damage sustained and whether or not any damage shall have been sustained.

CLAUSE - 20(A) :In every case in which by virtue of the provision of sub-sections (1) of Sections 12 of the Workman's Compensation Act 1932, the Corporation is obliged to pay compensation to a workman employed by the contractor, in execution of the works, the Corporation will recover from the contractor the amount of the compensation so paid, and without prejudice to the rights of the Corporation under sub-section (1) of Section 12 of the said Act, the Corporation 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 the Corporation to the contractor whether under this contract or otherwise. The corporation shall not be bound to contest any claim made against it under Section 12, Sub section (1) of the said, Act except on the written request of the contractor and upon his giving to the corporation full security for all costs for which the Corporation might become liable in consequence of contesting such claim.

CLAUSE - 21: In the case of tender by partners, any change in the constitution of the firm shall be forthwith notified by the contractor to the Engineer-in-Charge for his information.

In Case of failure to notify the change in the constitution within fifteen days, the Engineer -in-Charge may by notice in writing rescind to contract, and the security deposit of the contractor shall thereupon stand forfeited and be absolutely at the disposal of the Corporation and the same consequences shall ensure as if the contract had been rescinded under clause 3 hereof, and in additon the contractor shall not be entitled to recover or be paid for any work. There for actually performed under the contract.

CLAUSE - 22: All works to be executed under the contract shall be executed under the Engineer-in-Charge who shall be entitled to direct on what point and in what manner they are to be commenced and from time to time carried on.

CLAUSE - 23(A) :Except where otherwise provided in the contract, all questions and disputes relating to the meaning of specifications designs, drawing and instructions hereinbefore mentioned and as to the quality workmanship or materials used on the work, or as to any other questions, claim, right matter or thing whatsoever in any way

arising out or relating to the contract designs, drawing, specifications, estimates, instruction orders or these conditions or otherwise concerning the works or the execution or failure to execute the same whether arising during the progress of the work or after the completion of abandonment thereof shall be referred to the sole arbitration of a person appointed by the Corporation who may or not be department officer. Such appointed shall not be objected to on the ground that the arbirtator so appointed is Corporation servant, or that he had to deal with matters to which this agreement relates and in the course of his duties as such Corporation servant, or that he had to deal with matters to which this agreement relatesnd in the course of his duties as such Corporation servant he had expressed views on all or any of the matters in dispute or difference. The award to the arbitrator so appointe shall be final conclusive and binding on all partles to the contract.

CLAUSE - 23(B) : The above mentioned arbitration clause is however not applicable tendered value of which does not exceed Rs. 25.00 (twenty five) lakhs. All questions/ such case if so arises, may be referred to the Chief Engineer (Civil) whose decision will be final and binding to both the parties.

CLAUSE - 24 : When the estimate on which a tender is made includes lump sums in respect of parts of the work, the contractor shall be entitled to payment in respect of the items of work in-volved or the part of the work in questions at the same rates as are payable under the contract for such items, or if the part of the work in questions is not in the opinion of the Engineer-in-Charge capable of measurement, the Engineer-in-Charge may at his dicretion pay the lum sum amounts entered in the estimate, and the certificate in writing of the Engineer-in-charge shall be final and conslusive against the contractor with regard to any sum or sums payable to him under the provision of this clause.

CLAUSE - 25 : In case of any item of works for which there is no such DVC specification or DVC specification is not clear in the matter such work should be carried out in accordance with relevant code of BIS and instruction and requirement of the Engineer -in -Charge.

CLAUSE -26 : The expression 'works' or 'work' where used in this conditions shall, unless there be something either in the subject or context requgnant to such construction be constructed and taken to mean the works by or by virtue of the contract to be executed, whether temporary or permanent, and whether original, altered, substituted or additional.

CLAUSE - 27 : All work are to be carried out as per DVC specification which can be had from the office of the Divisional Engineer. In case, there is no DVC, specification or there is ambiguity in the DVC specification, BIS specification should be followed for such work.

CLAUSE -28: Mode of measurement shall be as per relevant BIS Cod.

CLAUSE - 29: Canvassing in connection with the tender is strictly prohibited and tender submitted by any tenderer who resort to canvassing will be rejected.

CLAUSE -30 : The Engineer -in-Charge of the work reseves the right to pay at a reduced rate if the work is not satisfactory or is not upto the specifications.

CLAUSE -31 : The tenderers are bound by the terms and conditions as mentioned in the tender form and must abide by them in all circumstances.

CLAUSE-32: The contractor must be a licensed contractor and shall attach satisfactory proof of sales Tax clearance Certificate, etc. along with the tender.

CLAUSE -33 : In case Work Order is given stating date of commencement before execution of Agreement, no payment will be made for the work done without execution on Agreement.

CLAUSE -34: After completion of the work, the theoretical quantity of bitumen to be used on works shall be calculated on the basis of DVC analysis of schedule of rates showing quantities of bitumen to be used in different items of work. Over the said theoretical quantity bitumen to be used in different item of work. Over the said theoretical quantity of bitumen a variation upto plus (excess) 2 & ½ % shall be allowed. The agreement which of provide for free supply of bitumen the value of price of the difference in the quantity of bitumen actually issued to the contractor and the theoretical

quantity, including the above mentioned authorized variation, if not returned by contractor shall be recovered at twice the issue rate without prejudice to the relevant condition in the agreements regarding return of materials, In the event of its being discovered that the quantity used by the contractor is less than the quantity calculated in the manner aforesaid, there shall be no recovery for less use of bitumen.

The agreement which provide for supply of bitumen at a fixed rate, the value or price of the difference in the quantity of bitumen actually issued to the contractor and the theoretical quantity, including the above mentioned authorized variation, if not returned by the contractor, shall be recovered at twice the issue rate of bitumen without prejudice to the relevant conditions in the agreement regarding return of materials governing the contract.

in the event of if being discovered that the quantity to bitumen used by the contractor is less than the quantity calculated in the manner aforesaid (no variation on the lower side shall be allowed) the cost of the quantity of bitumen not so used shall be recovered from the contractor on the basis of stipulated issued rate plus carriage thereof up to side.

CLAUSE - 35 : The contractor who has to engage unskilled in labour execution of their job/ labour supply contracts should obtain such workers from the local people available.

CLAUSE - 36: Contractor shall duly fill up and sign the no relation certification attached to the tender form.

CLAUSE - 37: All taxes, ferry charges, tolls, quarry fees, royalties, octroi duties rent and so on payable in respect of buildings, sheds, etc, and in respect of materials supplied/owned by the contractor other than those supplies made over to the contractor by the Corporation shall be paid by the contractor and shall not be chargeable in whole or in part to the Corporation.

CLAUSE -38: The value of any materials which cannot be satisfactorily accounted for shall be recovered from the contractor's bills or other dues at double the issue rate

(where such a rate is specified) and where the issue rate is not specified, at 100% excess of the stock issue rate or the market rate (whichever is higher) The quantities of the materials for which such values are to be recovered as well as the rates of such recovery shall be decided by the Engineer-in-Charge.

Any materials against the under mentioned category (A) which may be surplus on completion of work may be taken back by DVC at sole discretion of the concerned SDE/EE provided the materials are usable and nonperishable nature and has not been damaged in any way. Surplus materials under category (B) shall be returned to the Engineer-in-Charge in good condition.

CATEGORY OF MATERIALS

A) Materials for which value is to be recovered from the contractor.

B) Materials which are used direct to work (in respect of items, the rates of which do not include the cost of these materials)

CLAUSE - 39 : The contractor is liable to cancellation if either the contractor himself or any of his employees is found to be an Engineer or other officer of the Engineering Departments of the Damodar Valley Corporation who has undertaken the contract or the employment as the case may be within two years from the date of his retirement or released from the services of the Corporation without a prior permission of the corporation.

CLAUSE - 40: The plants and machinery required to the work will be issued to the contractor on hire on conditions given, plant and machinery when supplied shall be made over and taken back at the Departmental store and the contractor shall bear the cost of their carriage from the Central stores to site of work and back.

The contractor shall be responsible to return the plants and machineries in the condition in which it was handed over to him and he shall be responsible for all damages caused to the said plant and machinery at the site of work or elsewhere in operation or other

wise during transit, including damage to or loss of plants and for all losses due to his failure to return the same soon after the completion of work for which it is was issued. The Divisional Engineer shall be the sole judge to determine the liability of the contractor and its extend in this regard and his decision shall be final and binding on the contractor.

CLAUSE - 41/(I) : In case of water proofing treatment work with bituminous tarfelt, the bituminous tarfelt to be supplied by the contractor for work shall confirm to the relevant BIS Code and shall bear IS certification mark and must be got approved by the Engineer-in-Charge before using the same in the work.

CLAUSE - 41/(II) : The minimum guarantee period for the work shall be 5 (five) year in case of RCC flat roofs and sloped roofs after the date of completion of the work.

CLAUSE - 41(III): During the guarantee period, the contractor shall be responsible to rectify and make good any damage to the work resulting in leakage, at their/his own cost.

CLAUSE - 41(IV): The full security deposit of the contractor shall be at the disposal of the Corporation upto the one year after the date of completion of the work, after which the security deposit may be refunded subject to the condition that:

a) The contractor furnished Bank Guarantee in approved format of DVC for an amount equal to the full security deposit and for a period, covering the guarantee period.

b) The contractor has rectified all the damages, if any caused during the period prior to furnishing the Bank Guarantee at their/his onw cost and or which no deduction has made from the security deposit.

c) The contractor shall furnish a performance guarantee for the satisfactory performance of the work.

CLAUSE - 41/(V) : If the contractor fail/fails to rectify and make good any such leakage or damage found during the guarantee period, within the specified date as may be intimated by the Engineer-in-Charge, of the Corporation reserves the right to get the

leakage or the damage rectified departmentally or by any agency at the cost of the contractor who did the original work and that if the security deposit/amount for which the Bank Guarantee is furnished by the contractor is found insufficient to meet the expenses incurred by the corporation for the aforesaid purpose, the contractor shall be liable to pay the outstanding balance. The terms and conditions of the agreement have been read/explained to me/us and I/we certify that I / We understand them.

.....

Witness

Signature of Contractor

Schedule showing (approx.) materials to be supplied subject, to availability the rates at which they are to be charged for and the places at which they are to be supplied.

Sl. No.	Particulars	Rates at which material will be charged to the contractor	Place of delivery

Note : The person or firm submitting the tender should see that the rates in the above schedule are filled up by the Engineer-in-Charge on the issue of the form prior to the submission of the tender.

(Signature of Contractor)

(Signature of Engineer-in-Charge)

**SPECIAL CONDITION RELATING TO
ISSUANCE OF STEEL FOR RCC**

A) The standard sectional weights to be considered for conversion of length of various sizes or M.S. Bars and Tor steel Bars into weight are as under.

Size (Diameter) mm	Weight Kg./M.	Size (Diameter) mm	Weight Kg./M.
6	0.222	25	3.855
8	0.395	28	4.836
10	0.617	32	6.316
12	0.888	36	7.894
16	1.579	40	9.869
18	1.999	45	12.490
20	2.467	50	15.424
22	2.985	25	3.855

B) Issue of steel of diameter above 10 mm will be regulated on sectional weight basis, weight being calculated with the help of the above tables. However, for bars M.S./Tor Steel upto and , including 10 mm, the following procedure shall be adopted. The average sectional weight for each diameter shall be arrived at from samples from each lot of steel received at site. The actual weight of steel issued shall be modified to take into account the variation between the actuals and the standard coefficient given above and the contractor's account will be debited by the cost of this modified quantity only. The direction of The Engineer-in-Charge shall be final for the procedure to be followed for determining the average sectional weight of each lot. Quantity of each diameter of steel received at site of work each day will constitute one single lot for this purpose.

Signature of Engineer-in-Charge

Signature of Contractor

UNDERTAKING BY THE CONTRACTOR IN CASE OF WATER PROOFING WORK BY BITIUMINOUS TARFELT

"I/We hereby give unconditional undertaking that the expenses, if any, incurred by the Corporation for failure on my/our part to rectify the leakages or damages or any other defects, exceed the amount of security deposit or the amount covered by the Bank Guarantee, I/ We shall be personally liable to pay to the Corporation such amount of the cost as will remain due after meeting the expenses either from the security deposit or from the amount guaranteed by the Bank".

Signature of the Contractor

NO RELATION CERTIFICATE

Certified that I/We have no relative posted in Accounts/Finance Department in any capacity between grades of Addl. Chief Accounts Officer/Dy. Financial Adviser (both inclusive) or as an Engineer in the capacity between the grades of Dy. Chief Engineer and Junior Engineer (both inclusive) in DVC under whose audit/technical control the work will be executed. I/We shall also intimate the name of persons who subsequently employed by me/us who are near relatives to any Junior Engineer/Divisional Accountant or officer in DVC.

By the terms near relative is wife husband, parents and grand- parents, children and grand children, brother and sisters, uncles, aunts and cousins and their in -laws.

Signature of Contractor

ANNEXURE - 'A'

Re : Creches for children of women workers

At every work place, at which 50 or more woman workers are ordinarily employed they shall be provided with two huts for the use of children under the age of 6 years belonging to such women. One hut shall be used for infants' games and play and the other as their as bed room. The huts shall not be constructed on a lower standard than the following.

- i) thatched roof,
- ii) mud floors and walls,
- iii) Planks spread over the mud floor covered with matting.

The huts shall be provided within suitable and sufficient openings for light and ventilation. There shall be adequate provision of sweeper to keep the places clean. There shall be two dais in attendance. Sanitary utensils shall be provided to the satisfaction of the Health Officer of the area concerned. The use of the hut shall be restricted to children, there attendants and mothers or the children.

The size of Creche or Creches shall vary according to the number of women workers. The creche or Creches shall be properly maintained and necessary equipment like toys. etc. shall be provided.

ANNEXURE - 'B'

RE : SEPARATE LATRINES AND URINALS FOR WOMEN WORKERS:

Scale of accommodation in latrines and urinals:

There shall be provided within the precinct of every workplace latrines and urinals in an accessible place, and the accommodation, separately for each or them, shall not be less the following scale:

- a) Where the number of persons does not exceed 50 - 2 seats.
- b) Where the number of persons exceeds 50 but does not exceed 100 - 3 seats.
For every additional 100.....3 per 100. In particular cases the Executive
- c) Engineer shall have the power to vary the scale where necessary

Latrines & Urinals for women : If women are employed, separate latrines and urinals screened for those for men and marked in the vernacular in conspicuous latter 'For Women Only'. Shall be provided on the scale laid above. Those for man shall be similarly marked 'For Man Only'. A poster showing the figure of a man and women shall also be exhibited at the entrance of latrines for each sex. There shall be adequate supply of water close to the urinals and latrines.

Latrines and urinals : Except in workplace provided with water flushes latrines connected with a water borne sewage system, all latrines shall be provided with receptacles on dry earth system which shall be cleaned at least four times daily and at least twice during working hours and kept in a strictly sanitary condition. The receptacles shall be tarred inside and out-side at least once a year.

Construction of Latrines : The inside shall be constructed of masonry or some suitable heat resisting non-absorbent materials and shall be cement washed inside and outside at least once a year, The dates of cement washing shall be noted in a register maintained for this purpose kept available for inspection.

Disposal of Excretra : Unless otherwise arranged for by the local sanitary authority arrangements for proper disposal of excretory by incineration at the work place shall be made by means of suitable incinerator approved by the Assistance Director of Public Health or the Municipal Medical Officer of Health, as the case may be in whose jurisdiction the workplace is situated. Alternatively excrete may be disposed of by putting a layer of night soil at the bottom of pucca tank prepared for the purpose and covering it with a 6" layer of waste or refuse and then covering it up with a layer earth for a fortnight (When it will turn into mature)

DAMODAR VALLEY CORPORATION

P.H. CIVIL DIVISION, DVC, CHANDRAPURA

ANNEXURE-'C'

1. Application : 1. "Workplace" means a place at which at an average fifty or more workers are employed in connection with construction work.

2. Large workplace mean a place at which at an average 500 or more workers are employed in connection with construction work.

3. Safety Code :

i) Suitable scaffolds should be provided for all works that cannot safely be done from the ground or from solid construction except short period work as can be done safely from ladders. When a ladder is used an extra man shall be engaged for holding the ladder and if the ladder is used for carrying materials as well, suitable footholds and hand holds shall be provided on the ladder and the ladder shall be given an inclination not steeper than $\frac{1}{4}$ to 1 ($\frac{1}{4}$ horizontal) and 1 vertical 0.

ii) Scaffolding or staging more than 12' above the ground or floor, swing or suspended from an overhead support or erected with stationary support shall have a guard rail properly attached bolted, braced and otherwise secured at least 3 feet high above the floor or platform of such scaffolding or staging and extending along the entire length of the delivery of materials. Such scaffolding or staging shall be so fastened as to prevent it from swaying from the building or structure.

iii) Working platform, Gangways and stairways should be so constructed that they should not sag unduly or unequally, and if the height of the platform or the Gangway or the stairways is more than 12 feet above ground level or floor level, they should be closely boarded, should have adequate width and should be suitably fastened as described in (ii) above.

iv) Every opening in the floor or building or in a working platform be provided with suitable means to prevent the fall of persons or materials by providing suitable fencing or railing whose minimum height shall be 3'-0"

V) Safe means of access shall be provided to all working platform and other working place. Every ladder shall be securely fixed. No portable single ladder shall be over 30 feet in length while the width between side rails in rung ladder shall is no case less than 11½ for ladder upto an including 10 feet in length. For longer ladders this width should be increased at least ¼" for each additional feet of length uniform step spacing shall not exceed 12" Adequate precautions shall be take to prevent danger from electrical equipment. No. materials on any or the sites of work shall be so stated or placed as to cause danger or inconvenience to any person or the public. The Contractor shall be bound to bear the expenses of defence of every suit, action or other proceeding at low that may be brought by an person for injury sustained owing to neglect of the above precautions and to pay any damages and cost which, may be awarded in; any such suit action or proceeding to any such persons or which with the consent of the contractor be paid to compromise any claim by any such person.

vi) Excavation and Trenching:

All trenches, four feet or more in depth, shall at all times be supplied with at least one ladder for each 100 feet in length or fraction thereof. Ladder shall be extended from bottom of the trench to at least 3 ft. Above the surface or the ground. The side of the trenches which are 5' or more in depth shall be stepped back to give suitable slope, or securely held by timber bracing, so as a to avoid the danger of sides to collapse, The excavated materials shall not be place within 5 feet of the edges of the trench or half of the depth of the trench whichever is more. Gutting shall be done from top to bottom. Under no circumstances, undermining or undercutting shall be done.

vii) Demolition :

Before any demolition work is commenced and also during the process of the

work:-

- a) All roads and open areas adjacent to the work shall either be closed or suitable protected.
 - b) No electric cable or apparatus which is liable to be source of danger over a cable of apparatus used by the operator shall remain electrically charged.
 - c) All practical steps shall be taken to prevent danger to persons employed from risk of fire or explosion or flooding. No floor, roof or other part of the building shall be so overloaded with debris or materials as to render it unsafe.
- viii) All necessary personal equipment as considered adequate by the Engineer-in-Charge should be kept available for the use of the person employed on the site and maintained in a condition suitable for immediate use, and the contractor should take adequate steps to ensure proper use of equipment by those concerned.
- a) Workers employed on using asphaltic material cement and lime mortars shall be provided protective footwear and protective goggles.
 - b) Those engaged in white washing and mixing stacking of cement bags or any materials which is injurious to the eyes shall be provided with protective goggles.
 - c) Those engaged in welding works shall provided with welders protective eye-shields.
 - d) Stone breakers shall be provided with protective goggles and protective clothing seated at sufficiently intervals.
 - e) When workers are employed in sewers manholes which are in use, the contract shall ensure that the manhole covers are open and are ventilated at least for an hour before the workers are allowed to get into manholes, and the manholes so opened shall be accordant off with suitable railing and provided with signals or boards to prevent accident the public.
 - f) The Contractor shall not employ men below the age of 18 years and women on the work on painting with products containing lead in the form. Wherever men above the age of 18 years employed on the work of lead painting to following

precautions should be taken.

i) No paint containing lead product shall be use except in the form of paste or ready-made paints.

ii) Suitable face marks should be supplied for use by the worker when paint is supplied in the form of supply or surface having lead paint dry rubbed and cropped.

iii) Overhauls shall be supplied by the contractors to the workmen and an adequate facilities shall be provided to enable the working painters to wash during and cossation or work.

ix) When the work is done near any place where there is risk of burnings all necessary equipments should be provided and kept ready for use and all necessary steps taken for prompt rescue of any person in danger and adequate provision should be made for prompt first aid treatment of all injuries likely to be sustained burining the course of work

x) Use of hoisting machines and takle including their attachments anchorage and supports shall confirm to the following standard or conditions.

l) a) These shall be of good mechanical construction sound material and ad equate strength and free from patent defect and shall be kept in good repair and in good working order.

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

Every crane driver or hoisting appliance operator shall be properly qualified and no person under an age of 21 years should be in-charge of any hoisting machine including any scaffolds, which are give signals to operator.

4. Model rules for the protection of health and sanitary arrangements for workers employed by DVC or its contractor whether proof shelters for rest and meals :

At every work place (Where on an average 50 or more workers are employed in construction work) There shall be provided free of cost, two suitable sheds one for meals and other for rest, separately for men and women for the use of labour. The height of the shelter shall not be less than 11 feet from the floor level to the lowest part of the roof. The shelters have enough lighting and ventilation but heating arrangements or table accommodation do not exist and shelters are not furnished. But the spaces is enough for sitting purposes and is kept in hygienic condition .

5. SUPPLY OR WHOLESOME DRINKING WATER-

a) In every work place (Where on an average 50 or more workers are employed in construction work.) The contractor shall provide and maintain suitable place easily accessible to labour, sufficient, supply of p-tap water for drinking .

b) Where drinking water is obtained from an intermittent public water supply, each work place (Where on an average 50 or more workers are employed in construction work) Shall be provided with storage where and drinking water shall be stored.

c) Every water supply of storage shall be at a distance not less than 50 ft. from any latrine, drain or other source of pollution. Where water is drawn from an existing well which is within such proximity of latrine or drain or another source of pollution, the well shall be properly chlorinated before water is drawn from it for drinking. All such wells shall be entirely closed in and be provided with a trapdoor, which shall be dust and waterproof.

d) A reliable pump shall be fitted to each covered well the trap shall be kept locked and opened only for cleaning or inspection which shall be done at least once a month.

6. FACILITIES FOR OBTAINING FOOD OR COOKED MEALS PREPARED UNDER HYGIENIC CONDITIONS.

Where it is considered expentout, a worked food contain on a moderae scale should be provided for the benefit of workers.

7. REASONALBE WASHING FACILITIES AND BATHING PLACE :

a) Adequate washing and bathing places shall be provided separately for men

and women.

b) Such place shall be kept in clean and drained condition.

8. SPECIAL FACILITIES FOR WOMEN WORKERS:

Where the number of women workers are more than 25 but less than 50 the contractor's shall provide at least hut and one dai to look after the Children of women workers. The size of creches shall vary according to the number of women workers. The creche or creches shall properly be maintained and necessary equipment like toys. etc. shall be provided.

9. Adequate First Aid and medical Facilities and Conveyance to Hospitals, Where Necessary :

- a) At every workplace, there shall be maintained in a readily assessable place first aid appliances including an adequate supply of sterilized dressings and sterilized cotton wool. The appliances shall be kept in good order and in large workplaces, they shall be placed under the charges of a responsible person who shall be readily available during working hours.
- b) At large workplace where hospital facilities are not available within easy distance of the works, First Aid Posts shall be established and run by a trained compounder.
- c) At large work place at which on an average 500 or more workers are employed in course with construction work and workplace are remote regular hospitals and indoor ward shall be provided with one bed for every 150 employees.
- d) Where large workplaces are situated in cities, town or in their suburbs and no beds are considered necessary owing to the proximity of city or town hospitals and ambulance or suitable transport shall be provided to facilities removal of urgent cases to these hospitals. At other work place some conveyance facilities, such as a car, shall be kept readily available to take injured persons or persons suddenly taken seriously ill, to the nearest hospitals.
- e) The clause (d) above will be operative during the period of the

emergency to the extent they are considered feasible by the Engineer-in-Charge of the Project.

DAMODAR VALLEY CORPORATION CONTRACTOR'S LABOUR REGULATION

Short title :

10. These regulation may be called the "Damodar Valley Corporation Contractor's Labour Regulations."

11. **Definitions** : In the regulations unless otherwise expressed indicated, the following words and expressions shall have the meaning hereby assigned to them respectively, that is to say.

- i) "Labor means workers employed by a Damodar Valley Corporation Contractor's monthly, or indirectly through a subcontractor or other persons or by an agent on his behalf on a payment not exceeding Rs. 400/- per month and will not include supervisory staff like overseas etc.
 - ii) "Fair Wages" means whether for time or piece work notified at time of inviting tenders for the work & where such wages have not been so notified, the wages prescribed by the General Public Works Department for the District in which the work is done. It will be notified prescribed by the Central Public Works Department in consultation with the officer of the Industrial Relations Machinery located in the respective areas and will not be less than the minimum rates of wages fixed by the Government for that class of employees engaged on the same type of work in the same area.
 - iii) "Contractor" shall include every person whether a subcontractor or head men or agent, employing labour on the work taken on contract.
 - iv) "Wages" shall have the same meaning as defined in the payment of Wages Act and includes time and place rate wages.
12. a) Normally working hours of an adult employee should not exceed 9 hours a day and in case of a child 4 ½ hours a day. The working day shall be so arranged that inclusive of interval for rest, if any, it shall not spread over more than 12 hours of any day.

- b) When an adult worker is to work for more than 8 hours on day or for more than 48 hours in any week he shall be paid overtime for the extra hours put in by him at double the ordinary rate for wages, children shall not be made to extra hours.
- c) Every worker shall be given a paid weekly holiday normally on Sunday.

13. DISPLAY OF NOTICE REGARDING WAGES ETC.:

The contractor shall :

- a) Before he commences his work on contract, display and correctly maintain and continue to display and correctly maintain in a clean and legible condition in conspicuous places or the work, notices in a clean and legible condition in conspicuous places or the work, notices in English and in the local Indian Language spoken by the majority of the workers, given the rate of wages which have been certified by the Executive Engineer, the Superintending Engineer the Chief Engineer or Regional Labour Commissioner, as fair wages and the hours of work for which such wages are earned, and
- b) Send a copy of such notices to the certifying officers.

14. Payment of Wages :

- i) Wages due to every workers, shall be paid to him direct.
- ii) All wages shall be paid in current coin or currency or in both.
- iii) Arrears claimed after 2 months after the completion of the work shall not be entertained.

15. FIXATION OF WAGES PERIODS:

- i) The contractor shall fix wage periods in respect of which the wages shall be payable.
- ii) No wages period shall exceed one month.

iii) Wages of every worker employed on the contract shall be paid (a) in case of establishment in which wage period is one work within 3 days from the end of the wage period and (b) in the case of other establishments before the expiry of the 7th day or 10th day from the end of the wage period according as the number of workers employed in such establishments does not exceed 1000 or exceeds 1000.

When the employment of any worker is terminated by or on behalf of the contractor, the wages earned by him shall be paid before the expiry of the succeeding the one on which his employment is terminated.

All payment of wages shall be made on a working day except when the work is completed before the expiry of the wage period, in which case final payment shall be made within 48 hours of the last working day at work site and during the working time.

Note : The term "Working Day" means a day on which the work on which the labour is employed is in progress.

16. WAGE BOOK AND WAGE SLIPS ETC. :

i) The Contractor shall maintain a Wage Book of each worker in such form as may be convenient at the place of work but the same shall include the following particular:

- a) Name of the worker.
- b) Rate of daily or monthly wages.
- c) Nature of work on which employed.
- d) Total number of days works during each wages period
- e) Dates and periods for which worked overtime.
- f) Gross wages payable for the work during each wage period.
- g) All deduction made from the wage with an indication in each case of the ground for which the deduction is made.
- h) Wages actually paid for each wage period.
- i) Signature or thumb impression of the worker.

ii) The Contractor shall also issue a wage slip containing the aforesaid particulars to each worker employed by him on the work at least a day prior to the day of disbursement of wages.

iii) The Contractor shall issue an employment card in the form prescribed in Form III to each worker on the day of workers entry into employment. If the worker has already any such card with him from the previous employer, the contractor shall merely that Employment Card with relevant entries.

On termination of employment the Employment Card shall again be endorsed by the contractor and returned the worker.

17. REGISTER OF UNPAID WAGES :

The contractor shall maintain a register of unpaid wages in such form as may be convenient at the place or work but the same shall include the following particulars.

- a) Full particulars of the labourers whose wages have not been paid.
- b) Reference number of the master roll and wage Register.
- c) Rate of Wage.
- d) Wage periods.
- e) Total amount not paid
- f) Reasons for not making payment
- g) How the amount of unpaid wages was utilised.

18. REGISTER OF ACCIDENTS.

The contractor shall maintain a register of accidents, in such form as may be convenient at the work place but the same shall include.

- a) Full particulars of the labourers who met with accident.
- b) Rate of wages
- c) Sex.
- d) Age
- e) Nature of accident and cause of accident.
- f) Time and date of accident.
- g) Date and time when admitted in hospital.
- h) Period of treatment & result of treatment.
- i) Percentage of loss of earning capacity & disability as assessed by medical officer
- j) Claim required to be paid under workmen's compensation.
- k) Date or Payment of compensation.
- l) Amount paid with details of the person to which the same was paid .
- m) Authority by whom the compensation was assessed
- n) Remarks.

19. FINES & DEDUCTION WHICH MAY BE MADE FROM WAGES:

- i) The wages of a worker shall be paid to him without any deductions of any kind except the following.
 - a) Fines.
 - b) Deduction for absences from duty. i.e. from the place or the places where by the terms of his employment he is required to work The shall

be in proportion to the period for which he was absent.

- c) Deduction for damage or losses or loss of goods expressly entrusted to the employed person for custody, or loss or money or any other deduction which he is required to account where such damage or loss is directly attributable to his neglect or default.
 - d) Deduction for recovery of advances or adjustment of over payment of wages, advance granted shall be entered in a registered.
 - e) Any other deduction which the DVC may from time to time allow
 - f) No fine should be imposed on any worker wage in respect of such acts and commissioner on his part as have been approved of by the Chief Labour Commissioner.
- ii) No fine shall be imposed on worker and deduction for damage or loss shall be made from his wages until the worker has been given an opportunity of showing causes against such fines or deduction.
- iii) Deductions.
- iv) The total amount of fine which may be imposed in any ony wagriod on a worker shall not exceed an amount equal to three Naya paise in a rupee in respect of that wage period.
- v) No fine imposed on any worker, shall be recovered from him by installment or after the expiry of sixty days from the date on which it was imposed.
- vi) Every fine shall be deemed to have been imposed on the date act or omission in respect of which it was imposed.

20. REGISTER OF FINES ETC:

- i) The Contractor shall maintain a register of fines and a register of deductions for damages of loss in form no. 1/2 & 2 respectively which should be kept at the place of work.

- ii) The Contractor shall maintain both in English and the local Indian Language, a list approved by the Chief Labour Commissioner clearly stating the acts and commission for which penalty of fine may be imposed on a workman and display it in a good condition in a conspicuous place on the work.

21. PRESERVATION OF REGISTERS;

The wage book, the wage slips, the register of unpaid wages, the register of accidents, the register of fines, deductions required to be maintained under these regulations shall be preserved for 12 months after the date of last entry made in them and shall be made available for inspection by the Engineer-in-Charge, Labour Welfare Officer or any other Officer authorised by the Ministry of WH & S in this behalf.

22. POWER ON LABOUR WELFARE OFFICERS TO MAKE INVESTIGATIONS OR ENQUIRY:

The Labour Welfare Officer or any other person authorised by the Central Government on their behalf shall have power to make enquiries with a view to ascertaining and enforcing due and proper observance of the fair wage clauses and the provisions of those regulations. No shall investigate into any complain retarding the default made by the contractor or subcontractor in regard to such provision.

23. REPORT OF LABOUR WELFARE OFFICER:

The Labour Welfare Officer or other persons authorised as aforesaid shall

submit a report of result of his investigation or enquiry to the Executive Engineer concerned indicating the extent, if any to which the default has been committed, which with a note that necessary deductions from the contractor's bill be made and the wages and other dues be paid to the Labourers concerned. In case an appeal is made by the Contractor, actual payment to labourers will be made by the Executive Engineer after the Regional Labour Commissioner has give this decision on such appeal.

a) The Executive Engineer shall arrange payments to the labourers concerned within 45 days from the receipt of the report from the Labour Welfare Officer or the regional Commissioner as the case may be .

CLAUSE 24A : No, Labourer below the age of 14 years shall be employed on the work.

b) The contractor shall pay not less than fair wages to labourers engaged by him on the work.

EXPLANATION : "Fair Wage" means wage whether for time of place work wages have not been so notified, the wage prescribed by the Central Public Work Department for the district in which the work is done. It will be noticed / prescribed by the Central Public Work Department in consultation with the officers of the Industrial Relations Machinery located in the respective areas and will not be less than the maximum rates of wages fixed by the Government for the class of employee engaged on the same type of work in the sample area.

c) The contractor shall not withstanding the provisions of any contract to the contrary cause to be paid a fair wage to labourers indirectly engaged on the work, including any labour engaged by his subcontractor in connection with the said work as if the labourers had been immediately employed by him.

d) In respect of all labour directly or indirectly employed in the works for the performance of the contractor's part of this Agreement, the contractor shall comply with our cause to be complied with the contractors Labour Regulations made by DVC from time in regard to payment of wages, wage period deductions unauthorised made maintenance of wage book, wage slip publication of scale of wages and other terms or employment inspection & submission of periodical returns & all other matters of a like nature.

e) The Executive Engineer or Sub-Divisional Officer 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-fulfillment of the conditions of the contract for the benefit of the workers non payment of wages or of deductions made from his their wages, which are not justified by their terms of the contract or non observance of the Regulations.

f) Under the provisions of the Minimum Wages Act. 1948 and the Minimum Wages (control) Rules 1950, the contractor is bound to allow or cause to be allowed to the labourers directly or indirectly employed in the works one day's rest for six days continuous work and pay wages at the same rate as for duty. In the event of default, the Executive Engineer or Sub-Divisional Officer concerned shall have the right to deduct the sum or sums not paid on account of wages for weekly at the any labourers, any pay the same to the persons entitled thereto, from any moneys due to the contractor.

g) Vis-a-vis the DVC the contractor shall be primarily liable for all payment to be made under, and the observance of the Regulations aforesaid without prejudice to his right to claim indemnity from his sub-contractors.

h) The regulations aforesaid shall be deemed to be part of his contract and any breach thereof shall be deemed to be breach or this contract.

CLAUSE 24-C: In respect of all labour directly of indirectly employed in the work for

the performance of the contractor's part of this agreement, the contractor shall at this own expense arrange for the safety provisions as per DVC, safety Code framed from time to time and shall at his own expense provide for all facilities connected therewith. In case the contractor fails make arrangement & provide necessary facilities as aforesaid he shall be liable to pay a penalty of Rs. 50/- for each default and in addition the Engineer-in-Charge shall be at liberty to make an arrangement and provide facilities as aforesaid and recover the costs insured in that behalf from the contractor.

CLAUSE 24D : The contractor shall submit, by the 4th and 19th of every month, to the Engineer-in-Charge a true statement showing in respect or the second half of the proceeding 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 and (4) the accidents that occurred during the paid fortnight showing the circumstances, under which they happened and the extent of damage and injury causes by them, failing which the contractor shall be liable to pay to DVC a sum not exceeding Rs.100/- for such default or materially incorrect statement. The decision of the Executive Engineer shall be final in deducting from any bill due to the contractor the amount levied as fine.

CLAUSE 24E : In respect of all labour directly or indirectly employed in the works for the performance of the contractor's part of this agreement, the contractor shall comply with or cause to be complied with all the rules framed by DVC from time to time for the protections of health and sanitary arrangements for workers employed by the DVC and its contractors.

CLAUSE 25 : The above rules shall be incorporated in the contracts and notices in inviting tenders and shall form an internal part of the contract.

FORM – I

REGISTER OF FINES (REGULATION 20 (I)

Employer

Sl. No.	Name	Father's / Husband's name	Sex	Department	Nature & Date of the office for which fine imposed	Whether workmen showed cause against fine or not if so, enter date.	Rate of wages	Date & amount of fine imposed	Date on which fine released	Remarks
1	2	3	4	5	6	7	8	9	10	11

FORM – II

(REGULATION 20 (I) Employer

Register of deduction for damage or loss caused to the employer
by the neglect of default of the employed persons.

Sl. No.	Name	Father's / Husband's name	Sex	Department	Damage or Loss caused with date	Whether worker showed cause against deduction if so, enter date.	Date amount deduction imposed	Number of instalments	Date on which total released	Remarks
1	2	3	4	5	6	7	8	9	10	11

Appendix form-III

Employment card(Regulation/6(iii))

Name and sex of the worker:

Father's Name

Address

(Specify village district and state)

SL NO	Name and address of employer(specify whether contractor or sub contractors)	Particulars and location of work site and description of work done	Total period for which is employed From..... to.....	Actual no of days worked	Leave taken no of days to be specified
1	2	3	4	5	6

Back side of the card

Give's no as on of reverse	Nature of work done by the worker	wage period	wage rate (with particulars of unit in case of price work)	Total wages earned by the workers during the period shown under column (5)	Remarks	Signature of the employee
7	8	9	10	11	12	13

ANNEXURE - I

DECLARATION SHEET

I, hereby certify that as an authorised representative of the company mentioned below I present all the information as furnished in various parts of this Tender as true and correct.

Name of Company :

Name of authorised representative :

Date :

Signature of Authorised Representative

DAMODAR VALLEY CORPORATION

CHANDRAPURA THERMAL POWER STATION
POWER HOUSE CIVIL CHANDRAPURA
CHANDRAPURA

TENDER NOTICE NO. CT/EE(C)/PH/30/388 DT.06th Mar, 2010



(Price Part)

NAME OF Work

EVACUATION OF ASH FROM DIFFERENT FILLED UP ASH PONDS OF CTPS, DVC,
CHANDRAPURA, NUISANCE FREE TRANSPORTATION TO ABANDONED MINES OF
CCL/BCCL

Estimate for the work "Evacuation of Ash from different filled up Ash ponds of CTPS and nuisance free transportation to abandoned mines of CCL / BCCL."

Sl. No	ITEM	Quantity	Unit	Rate	Amount
1	Evacuation of Ash from different filled up ash ponds at CTPS upto all possible lift including dewatering as required, loading by pay loader / Excavators, washing the out side of dumpers / trucks as per the specification / directions of Engineer-in-charge, nuisance free transportation of the Ash in leak proof dumper's / trucks as per the specification on approved route and unloading at the disposal site at a distance of about 20 KM from CTPS ash ponds or any other approved site as directed by the Engineer-in-charge. The rate should include cost of sprinkling water the excavation site, haulage route and disposal site, dozing of ash by dozers / pay loaders at the disposal site including levelling the ground as per direction of Engineer-in-charge as per specification in conformity with Pollution Control norms and status and repairing of roads and the route.	1310000	M ³		
2	Extra / less over item NO. 1 for each KM increase / decrease in distance compared to item (1) above. The difference of distance of two being measured and rounded off to nearest whole No. in 1 Km.				
	i) Below 10 KM		M ³		
	ii) 10 KM to 20 KM		M ³		
	iii) 21 KM to 25 KM		M ³		
	iv) 26 KM to 31 KM		M ³		
3	Earth work in excavation by mechanical means (Hydraulic excavator) / manual means over areas (exceeding 30 CM in depth 1.5 M in width as well as 10 sqm. on plan) including disposal of excavated earth, lead upto 50 M and all possible lift. disposed earth to be levelled and neatly dressed in all kinds of soil.	40,000	M ³		
4	(i) Carriage of earth by mechanical transport including loading, unloading, stacking and spreading as per direction to a lead of 20 KM beyond initial lead of 50 Mtrs.	40,000	M ³		
	(ii) up to 1 KM lead		M ³		
	(iii) From 1 KM to 2 Km lead		M ³		

	(iv) From 2 KM to 3 KM lead		M ³		
	(v) From 3 KM to 4 KM lead		M ³		
	(vi) From 4 KM to 5 KM lead		M ³		
	(vii) Beyond 5 KM upto 10 KM (Rate per KM)		M ³		
	(viii) Beyond 10 KM upto 20 KM (Rate per KM)		M ³		
	(ix) Beyond 20 KM (Rate per KM)		M ³		

Service Tax extra to be quoted, if applicable

Ruling rate.....% / in amount Rs..... on quoted rate

Total quoted amount = Rs..... (Rupees.....)

.....) only.

- Note: 1. Rate should be quoted both in figures and words
 2. Strike out, whichever is not applicable

Contractors Signature & Seal

Superintending Engineer(C),
 EM&PC, DVC, CTPS.