

# THE SINGARENI COLLIERIES COMPANY LIMITED (A GOVERNMENT COMPANY) KOTHAGUDEM COLLIERIES

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# **TENDER SCHEDULE**

# FOR THE WORK OF

"Widening of existing Portico, ramp, etc., at office entrance, construction of compound wall along with entrance gates, preparation & development of landscape including plants, planter boxes, lighting works, etc., for Administration building at STPP, Pegadapally village, Jaipur Mandal, Mancherial District, Telangana."

Tender Notice No.

CRP/CVL/STPP/TN-02/2021-22, Dated. 05.04.2021

Estimated Cost : (Part-A: Rs. 14,26,870.00 + Part-B: Rs. 1,51,64,605.00 & Part-C: Rate Column Blank)

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# **CIVIL ENGINEERING DEPARTMENT**



#### THE SINGARENI COLLIERIES COMPANY LIMITED (A Government Company) Kothagudem Collieries – 507 101.

NIT No. CRP/CVL/STPP/TN-02/2021-22, dated.05.04.2021

To, The GM (Civil), The S.C.Co.Ltd., **KOTHAGUDEM**.

Dear Sir,

I / We offer to tender for the following work at <u>STPP, Pegadapally village, Jaipur Mandal,</u> <u>Mancherial (Dist), Telangana State</u> as per the **fixed value on Part-A, percentage on Part-B estimated cost and quoted rates for each item in Part-C of the schedule attached herewith** which will be firm till completion of work and should the tender be accepted. I / We hereby bind myself /our-selves to complete the work within the period stipulated below:

Tender Notice Number & Name of the work	Earnest Money at the time of bidding	Period of completion
<b>CRP/CVL/STPP/TN-02/2021-22, Dt.05.04.2021</b> "Widening of existing Portico, ramp, etc., at office entrance, construction of compound wall along with entrance gates, preparation & development of landscape including plants, planter boxes, lighting works, etc., for Administration building at STPP, Pegadapally village, Jaipur Mandal, Mancherial District, Telangana."	Rs. 2,00,000/-	<b>Six Months</b> from the date of Mark-out.

- 1. I / We further agree to sign an agreement bond within two weeks from the date of acceptance of my / our tender.
- 2. I / We also agree to start the work within two weeks as may be directed by you from the date of signing the agreement bond and carryout the work in strict accordance with the terms and conditions of the contract.
- 3. My / our Postal Address for communication is as given below

Full Postal Address for Communication:	Permanent full Postal Address:	
Name: H.No: Street: Place: Pin Code:	H.No: Street:	
Contact nos: e-Mail Ids:		
		Yours faithfully,
		Signature of the Contractor

Station: Date:



#### THE SINGARENI COLLIERIES COMPANY LIMITED (A Government Company) Kothagudem Collieries – 507 101.

#### **Detailed Tender Notice**

<u>Sealed tenders</u> are invited by the undersigned from reputed contractors of **State / Central Government departments or Public Sector Undertakings or other reputed private organizations** for the following work. Contractors who have carried out works of similar magnitude only need apply. **The Tender has been published in e-Procurement portal given under. For details and to download tender document, please visit** SCCL website <u>https://scclmines.com/scclnew/tenders civil civil-tenders.asp</u>. The tender document can also be downloaded from <u>https://tender.telangana.gov.in</u> under Offline Tenders **section**.

Tender Notice Number & Name of the work	Estimated Cost in Rs.		Earnest Money at the time of bidding	Period of completion
CRP/CVL/STPP/TN-02/2021- 22 Date. 05.04.2021 "Widening of existing Portico, ramp, etc., at office entrance,				
construction of compound wall	Part–A:	14,26,870.00		SIX MONTHS for
along with entrance gates, preparation & development of	Part-B:	1,51,64,605.66	Rs.2,00,000/-	
landscape including plants, planter boxes, lighting works,	Part-C:	Rate Column blank		from the date of Mark-out.
etc., for Administration building at STPP, Pegadapally village, Jaipur Mandal, Mancherial District,Telangana."				

#### Note:

- 1) Offers which are not submitted in the tender schedule form issued by the company / downloaded from above websites will be summarily rejected.
- 2) Offers submitted in separate covers, as an amendment to the original offer even if received with tender before/after due date and time will be summarily rejected.
- 3) The additional documents, if any, submitted by the tenderer after due date of submission of tender will not be accepted.

#### I. PRE-QUALIFICATION PROCEDURE.

- 1. Only those contractors / firms who have experience in execution of similar magnitude of works shall be eligible. Documentary evidence obtained from State/ Central Government departments or Public Sector Undertakings or other reputed private organizations clearly indicating financial year-wise amount of works executed by the tenderer with full details shall be furnished along with tender in **statement-I** provided in tender document.
- 2. The Tenderers have to show a **value not less than Rs. 200.00 Lakhs on all Civil works** in any one financial year during the preceding five financial years (2015-16 to 2019-20).

The cost of completed works of previous years shall be given weightage of 10% per year (without compounding) to bring them to **2020-21** price level.

- 3. In case of firms, they should submit the registered partnership deed and Registration Certificate issued by Registrar of firms. In case of Limited Company, Registration Certificate issued by Registrar of Companies, the Articles of Association etc., are also to be submitted.
- 4. The bidder should have available bid capacity more than **Rs 200 lakhs.** The available bid capacity will be calculated as under.

#### 2AN – B, wherein

- **A** = Maximum value of civil works executed in any one year in preceding 5 years.
- **N** = Time period prescribed for the subject work in number of years
- **B** = Updated value of all existing commitments during the contract period of the subject tender.

Price updation @ 10% shall be applied out to turnover and balance commitment for each completed year (without compounding) to bring the same to current price level.

**Note**: For this, bidder should furnish documentary proof established by either CA certificate or from experience certificates obtained from clients and furnish details in **statement II & III** given in tender document and submit the same while bidding.

#### 5. <u>E.M.D</u>

- i) The EMD shall be 2% of the Award Value for performance of contract.
- ii) The initial EMD as mentioned in the above table i.e.., Rs.2.00 lakhs shall be paid in the form of DD / FDR / BG in favour of S.C.Co.Ltd along with the tender. In case of Bank Guarantee, the same is to be drawn from Public Sector Banks/ Private Banks incorporated in India having net worth of Rs. 5000 Crores and above for the previous financial year.
- iii) The BG submitted as per the **format** enclosed at the end of the tender documents should be valid for a minimum period of **120 days from the date of opening of technical bids**. On the request of SCCL, the tenderers may have to extend the validity of BGs beyond 120 days till the tenders are finalized / contract awarded.

#### iv) The following are exempted from payment of initial EMD.

- (a) All Government undertakings.
- (b) Firms registered under Micro, Small and Medium Enterprises Development (MSMED) Act, State Industries Dept. / National Small-Scale Industries Corporation having appropriate National Industrial Classification Code.

The bidders claiming exemption from payment of initial EMD shall ensure possessing National Industrial Classification Code **appropriate to nature of the subject work** in their MSME Registration Certificate and submit the scanned copy of documents in support of exemption during bid submission. Further if they happen to be L1 & successful bidder, similar to all other bidders, they have to submit **total EMD (2% of Awarded cost) as Performance Guarantee** in the form of FDR/BG in favour of SCCL.

- v) Failure to submit requisite documents towards EMD or MSME registration having appropriate National Industrial Classification Code with reference to nature of the subject work, such bids will be summarily rejected and no correspondence will be entertained in this regard.
- vi) The successful tenderer has to pay EMD amount of 2% of Award value for performance of contract in the form of DD/FDR/BG in favour of S.C.Co.Ltd valid for a period of **33 (THIRTY THREE) months** (i.e., period of completion plus defect liability period of 24 months plus 3 months) at the time of concluding the agreement and is to be extended if required.
- vii) If the successful tenderer has paid the initial EMD amount in the form of BG, he has to pay total 2% of Award value duly replacing the BG in favour of S.C.Co.Ltd. In case of Bank Guarantees, the same are to be drawn on any Public Sector Banks/ Private Banks incorporated in India having net worth of Rs. 5,000 Crores and above for the previous financial Year. In case the value of Bank Guarantee is amounting to Rs. 5.00 lakh or above it should be obtained from/ operational for all purposes at their bank branches situated at Kothagudem/ Hyderabad.

#### **II. TENDERING PROCEDURE:**

1. The tender shall be in two parts namely **Technical Bid** and **Price Bid**.

**Technical Bid** shall contain the documents in support of EMD, competence of the tenderer etc. All the documents shall be **self attested** by the bidder. A **check list** is provided in the end of the tender document.

The bidders are expected to fill in the same and submit along with the tender for ensuring submission of all documents.

#### Price Bid is provided in 3 parts.

**<u>Part 'A'</u>** contains Schedule of quantities and rates for Cement & Steel to be issued by SCCL on Sale Invoice. **Bidder is not allowed to quote for this**. Bidders are requested to go through special clauses provided in Part 'A'

**<u>Part 'B'</u>** contains schedule of quantities and rates for construction items as per SCCL 2016-17 Rev-1 SR to enable the bidders to **quote their uniform percentage** on this at specified space at the end of Part-B schedule (both in words and figures). The **ceiling of tender premium shall be 5%** for part-B schedule.

**Part 'C'** contains Non-schedule items with approximate quantities. The bidders are required to **quote rates for all the items** and also mention corresponding amount against each item (Rates and amounts are to be written against each item both in words and figures. In case of discrepancy in words and figures, the rate in words will be considered final. Similarly, in case of discrepancy in rates and amounts, the rate quoted will be considered final).

# If any bidder fails to quote his overall uniform percentage over Part-B or fails to quote rate for any of the item in Part-C, the tender will be summarily rejected in toto.

Notwithstanding anything stated above, THE SINGARENI COLLIERIES COMPANY LIMITED reserves the right to assess the capability and capacity of intending tenderers to perform the contract.

Tenders of **Technical Bid** and **Price Bid** shall be kept in **separate sealed covers,** duly superscribing on the covers with the details of bids i.e. NAME OF THE WORK, **Technical Bid / Price Bid**, name of the tenderer, due date of opening of the tender etc. Both the sealed covers should be kept in a **common sealed cover** duly superscribing the details of the bid.

The following self attested documents shall be kept in the **cover for Technical bid.** 

- 1) EMD in the form of DD/FDR/BG
- 2) Firms registered under Micro, Small and Medium Enterprises Development (MSMED) Act; submit the scanned copy of documents in support of exemption for payment of initial EMD.
- 3) Duly filled in Statements-I, II & III in the formats given from page No.57 to 59 of Tender schedule
- 4) Experience Certificates in all Civil works
- 5) Documentary proof of having Bid capacity (CA Certificate or Experience Certificates).
- 6) Partnership deed and Registration Certificate in case of Firms.
- 7) Registration Certificate and the Articles of Association in case of Limited company.
- 8) JV Agreement in case of JV as per the Proforma given from page No.51 to 54 of Tender Schedule. All the Partners of JV should submit documentary proof with respect to their individual financial turnover.

The Tender Schedule duly furnishing the percentage for Part-B and Individual item rates for Part-C duly signing on all the pages of the Tender document should be kept in the **cover for Price Bid.** 

The bidders shall submit their bids (sealed cover containing two covers) in the tender box provided at O/o GM (Civil), The Singareni Collieries Co. Ltd., Head office, Kothagudem-507101. SCCL will not be responsible, if the bids are sent by courier or by post.

#### III Dates for submission / opening of bids:

(a) Last date for submission of sealed tenders is up to **4.00 PM** on **19.04.2021** at the following office.

#### The General Manager (Civil),

The Singareni Collieries Company Limited **Kothagudem**-507 101,

Bhadradri Kothagudem Dist, Telangana State.

- (b) No tender will be accepted /received after 4.00 PM on 19.04.2021. The Technical Bid envelopes will be opened at 4.30 PM on 19.04.2021 at the Office of GM (Civil)/KGM.
- (c) The Price bids of only those tenderers, who are found qualified in technical bid will be opened on a suitable date, which will be intimated to the eligible tenderers of technical bid.
- (d) The EMD will be refunded to the unsuccessful tenderers within 15 days of opening of price bid and identifying the L1 contractor.
- **IV** OTHER INFORMATION TO THE BIDDER:
  - 1. Joint Venture (JV) participation: Participation by Joint Venture (JV) is allowed for this work. The partners constituting a Joint Venture for the purpose of jointly participating in the bidding process for the subject tender should comply with criteria mentioned elsewhere in the tender document and submit the agreement as per the given proforma.
  - 2. The tenderer has to keep his tender valid for 120 days from the date of opening of Technical Bid.

3. The bidder is liable to be disqualified and black listed, if false information is furnished in the forms/ statements/ certificates submitted in proof of qualification requirements and misled the company.

If discrepancies are found even during the execution of work, the contract will be terminated, bidder will be blacklisted, the bid security will be forfeited and work will be carried out through other agency at the bidder's cost and risk.

- 4. The technical evaluation report will not be made available to the participants. It is solely the company's confidential document and the participants shall have no claim what so ever under any circumstances for the same.
- 5. Conditional tenders will not be accepted.
- 6. Mobilisation Advance: SCCL will extend mobilization advance up to 10% of the tender contract value (TCV i.e., awarded value) for this work as per the terms and conditions mentioned elsewhere in the tender document.
- 7. Price Adjustment Clause: Price Variation Clause not applicable for this work.
- 8. Defect liability period is 24 months from the date of completion of work for all items in the tender except for Plantation & Horticulture work items. For electrical light bulbs/ tubes, defect liability is as per manufacturer's warranty.
- 9. The successful tenderer shall submit self attested copy of GST registration certificate/PAN card at the time of concluding the agreement.
- 10. The undersigned reserves the right to accept any tender in full or in part or to reject any or all tenders without assigning reasons.
- 11. On award of the work, if the contractor fails to execute the work within the stipulated time, or fails to show substantial progress as per the programme submitted by contractor at the time of Agreement on various items of work given in schedule of quantities, the SCCL is at liberty to order the contractor to discontinue the work forthwith and the company shall recover liquidated damages, difference in cost of the work left incomplete as per the prevailing rates, confiscate the Earnest Money Deposit & Further Security Deposits paid on the work and also to debar the contractor in participation of tenders. Such recoveries will be deducted from the bills payable to the contractor. If the amounts of pending bills are not sufficient to meet the recoveries, the SCCL is at liberty to recover from any amounts either held by SCCL or due for payment including pending bills of other works of this contractor with the SCCL.
- 12. The successful tenderer should note the following:
  - a) Contractor's vehicles will be allowed in/out of STPP premises in between 6.00AM to 6.00PM only.
  - b) Gate passes for the Contractor's & their staff have to be taken in advance by submitting ID proof like Aadhaar, Voter ID etc.

**General Manager (Civil)** 

Kothagudem, Date: 05.04.2021

#### THE SINGARENI COLLIERIES COMPANY LIMITED



#### (A Government Company) **KOTHAGUDEM COLLIERIES**

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#### SPECIFICATIONS WITH SCHEDULE OF APPROXIMATE QUANTITIES FOR

Widening of existing Portico, ramp, etc., at office entrance, construction of compound wall along with entrance gates, preparation & development of landscape including plants, planter boxes, lighting works, etc., for Administration building at STPP, Pegadapally village, Jaipur Mandal, Mancherial District, Telangana.

#### NOTES:

- 1. Tenderers are expected to have previous experience of all civil works executed and before quoting their rates they shall enquire and inspect the site of the proposed work, study the physical conditions prevailing at the site, sufficiency and means of transporting all materials, labour, plant, power, water and any other matters or things required in connection with the work. They should examine the quarries and satisfy themselves about the availability of hard quality materials. After acceptance of tender, no claims will be entertained for leads or for any other reasons, what-so-ever.
- 2. The schedule of quantities in Part-B contains the Company's estimated rates for all the items based on 2016-17 REV-1 S.R. of SCCL, which includes materials cost, lead charges, labour charges etc., and contractor's profit and overheads (CPOH) (but excluding Seigniorage charges on quarry materials and GST on material) for all items. Seigniorage charges, <u>GST on Works Contract</u> are to SCCL account and payable as per the relevant clauses mentioned in this document. The estimated rates provided in Part-A are fixed & tenderer is not allowed to quote any premium.

The tenderer shall quote overall uniform percentage for Part 'B' of the work over the Company's estimated rates which shall be firm till completion of the work.

Similarly, the tenderer shall quote their rate for all the items in Part 'C' of the work based on the specification.

If any bidder fails to quote his overall uniform percentage over Part-B or fails to quote rate for any of the item in Part-C, the tender will be summarily rejected in Toto.

#### 3. <u>Criteria followed for selection of tenderer</u>:

#### The tenders will be evaluated based on overall cost of Part-B + Part-C

Selection of tenderer among the lowest and equally quoted tenderers will be in the following order.

- a) The tenderer whose bid capacity is higher will be selected.
- b) In case the bid capacity is also same the tenderer whose annual turnover on all Civil works established by experience certificates will be preferred.

#### 4. <u>DISCOUNT TENDERS & Additional FSD</u>:

In the event of discount tenders, the tenderer should pay an additional further security deposit, as follows at the time of concluding the agreement.

- (i) Tenders up to 25% less than the estimated contract value of **Part 'B'** will be accepted without any additional further security deposit.
- (ii) Tenders which are less by (-) 25% of the estimated contract value of <u>Part 'B'</u>, a bank guarantee or demand draft/ FDR in favour of S.C.Co.Ltd for the difference between the tendered amount and 75% of the estimated contract value of Part 'B' should be paid as additional further security deposit. In case of Bank Guarantees, the instruments are to be drawn on any of the Public Sector Banks (SBI or Nationalised Banks) (In case the value of Bank Guarantee is amounting to Rs. 5.00 lakh or above, the same is to be obtained from/ operational for purposes at their bank branches situated at Kothagudem/ Hyderabad).

- (iii) The additional further security deposit mentioned above will be released as below.
  - (a) On completion of 70% of monetary progress of work i.e., the recorded gross bill value is 70% (or more) of the tender contract value of Part B then 50% of the AFSD submitted by the contractor shall be released.
  - (b) Balance 50% of the AFSD submitted will be released on completion of the work in all respects and on certification by the Area Civil Engineer.
- 5. Joint Venture (JV) clause: Participation by Joint Venture (JV) is allowed for this work.

The partners constituting a Joint Venture for the purpose of jointly participating in the bidding process for the subject tender should comply with the **following criteria** and submit the agreement as per the given **proforma**.

- (i) Maximum number of partners in Joint Venture are restricted to Three (3).
- (ii) As per the proforma JV agreement, the first party shall be the lead member and only lead member is allowed to conduct all business for and on behalf of the JV during bidding process and during the execution of the contract. Bid participation on e-procurement and payment of part EMD along with bid can be paid in the name of JV or any partner of the JV on behalf of the JV. However, if the JV stands L1 and work is awarded, total EMD is to be submitted in the name of JV. GST registration and PAN is to be obtained in the name of JV for carrying out the work.
- (iii) A minimum of 40% of the financial turnover on civil works specified in NIT is to be established by the lead partner and a minimum of 10% each by other partners. All the partners together shall establish 100% turnover.
- (iv) Similarly a minimum of 40% prime item quantities mentioned in NIT are to be established by the lead partner. All the partners together shall establish 100%.
- (v) Available bid capacity of the bid will be evaluated considering financial turnover and existing commitments of all partners put together. For this, all the parters of JV should submit documentary proof with respect to their individual financial turnover and existing commitments duly filling details in the statements III & IV separately.
- **6. Defect liability period:** Defect liability period for this work is **TWO YEARS** from the date of completion of work for all items in the tender except for Plantation & Horticulture work items. For electrical light bulbs/ tubes, defect liability is as per manufacturer's warranty.
- **7.** Incomplete tenders will be rejected out-right and no further representation in this regard will be entertained.
- **8.** The tenderer has to keep his tender valid for 120 days from the date of the opening the technical bids.
- **9.** The quantities given in the tender schedule are approximate and no claims will be entertained at a later date for any variations in the quantities of different items of work for completion of the work.
- **10.** If the tenderer has any doubts as to the meaning of any portion of the General conditions of contract or the specifications or drawings, he shall submit particulars to the company in writing in order that the doubts may be clarified before submitting this tender within the stipulated time.
- **11.** Andhra Pradesh detailed standard specifications (A.P.D.S.S.), MORT&H and Company's schedule of rates together with the specifications attached there to will be applicable, in respect of technical specifications.
- **12.** In addition to the condition specified herein, all other conditions will be as per General Conditions of contract of the Singareni Collieries Company Limited in force, and the same forms part of the contract.
- **13.** SCCL does not have any quarry lease for Stone/Metal/Sand etc., It is the contractor's responsibility to get necessary permits directly from the Government and procure the materials of good quality as approved by the Department.

- **14.** The quoted offer must include all leads for water, which has to be arranged by the contractor at his own cost. If water is supplied by the company, cost will be recovered as per the Company's tariff prevailing from time to time.
- **15. Force Majeure:** The force-majeure conditions are civil commotion, natural calamities, war etc., acts of god, strike or lockout in the factory of the contractor and their major suppliers. The force-majeure conditions also include delays arising out of short supplies of power, delay in handing over the land which are beyond the control of the contractors and they shall submit documentary evidence in support of the above.

#### 16. TAXES AND SEIGNIORAGE CHARGES:

#### I. GOODS AND SERVICES TAX (GST)

- i. The estimated rates (SR Rates) are exclusive of Goods and Services tax (GST) on purchase of material. GST on works contract is payable on extra basis.
- ii. Rate of GST: This work attracts **GST @ 18%.**
- iii. The tenderer shall submit his GST registration certificate at the time of concluding agreement.
- iv. SCCL is having centralized registration under Goods and Services Act, in the state of Telangana and the details of the same are furnished hereunder:

#### GSTIN (Provisional): **36AAACT8873F1Z1**

PAN (Under Income TAX ACT, 1961): AAACT8873F

- v. Successful bidder shall quote the above GSTIN No. / PAN in all his invoices and documents against supplies, wherever required as per the provisions of the statutes, to enable SCCL to avail Input Tax credit.
- vi. The contractor shall raise GST invoice as per the GST Act. The contractor shall upload the invoice so raised in to the GSTN portal by 10<sup>th</sup> of subsequent month and file a valid return for the month. If the contractor fails to do so, the GST portion of the invoice will be recovered from the next invoice raised by him for the subsequent period and the contractor is liable to reimburse loss incurred by SCCL in this regard.

The final bill of the contractor will be released only after ensuring the compliances under GST Act like uploading the invoices and filing the required returns etc., by the contractor.

- vii. In case, any credit, refund or other benefit is denied or delayed to SCCL due to any noncompliance by the Contractor (such as failure to upload the details of the sale on the GSTN portal, failure to pay GST to the Government) or due to non-furnishing or furnishing of incorrect or incomplete documents by the Contractor, the Contractor would reimburse SCCL the loss to SCCL including, but not limited to, the tax loss, interest and penalty.
- viii Recovery of any claim towards LD charges, penalty, fee, fine or any other charges from the contractor/vendor, will be made along with the applicable GST and the amount shall be adjusted with the payment to be made to the contractor/vendor against their bill/invoice or any other dues. However, Earnest Money / performance secutiry forfeited will be inclusive of GST.

#### II. Seigniorage charges

- (i) The Seigniorage charges on minerals applicable as on date is given below. These seigniorage charges are not added in the tender rates. SCCL proposes to pay seigniorage charges on the material.
- (ii) In addition to the above, contribution to District Mineral Foundation Trust (DMFT) @ 30% of seigniorage fee and to State Mineral Exploration Trust (SMET) @ 2% of seigniorage fee are payable to the Government. SCCL proposes to pay these components over and above seigniorage charges on minor minerals consumed in the work.

- (iii) These charges will be recovered while making payment to the contractor and remitted to Government. If contractor submits documentary evidence of having paid seigniorage charges on the material procured, the same will be reimbursed to the contractor. But penalties imposed by Government on the contractor in sourcing of minor minerals due to violation of any statute provision or any other reason will be to the account of contractor only and under no circumstances will be reimbursed by SCCL.
- III. Except those taxes mentioned above all other taxes and duties shall be deemed to have been included in the margin quoted by the contractor on Part-B of ECV & approved rate of Part-C and no separate payment is entertained on this count.

#### IV. Variation in taxes and duties.

- (i) Any variation in taxes i.e., introduction of new taxes and duties / withdrawal of existing taxes and duties or increase or decrease in the rate of applicable taxes and duties, withdrawal/ issue of exemptions from taxes after the scheduled date of submission of tenders and during the currency of the contract are to SCCL's Account.
- (ii) In case of extension of contract period with penalty, any upward revision in the applicable rate of tax or introduction of new tax shall be to the contractors account only. But the withdrawal of existing tax or downward revision of applicable rate in respect of any existing tax shall accrue to SCCL during the above extension period with penalty.
- (iii) The changes in the applicable taxes would be notified by SCCL from time to time and the contractor shall approach the concerned Area Civil/F&A dept for any information on the changes in the tax structure after the award of the work and discharge their tax liabilities in consultation with SCCL accordingly.

SI. N	Name of the Minor Mineral	Rate of Seigniorage Fee
0	mincial	
1.	Building stone, Rough Stone/ Boulders, Road metal and Ballast	Rs. 75/- (Rupees Seventy Five) per Cubic Metre.
2.	Dimensional stone used for Kerbs & Cubes	Rs. 100/- (Rupees One hundred) per MT.
3.	Lime Kankar/Lime stone	The rate of royalty as applicable to limestone (other than L.D. Grade) in respect of Major Minerals as per the 2 <sup>nd</sup> schedule of Mines and Minerals (D&R) Act, 1957.
4.	Marble	Rs. 250/- (Rupees Two hundred and Fifty) per Cubic Metre.
5.	Mosaic Chips	Rs. 45/- (Rupees Forty Five) per MT.
6.	Murram/Gravel & Ordinary earth	Rs. 30/- (Rupees Thirty) per Cubic Metre.
7.	Ordinary sand	Rs. 40/- (Rupees Forty) per Cubic Metre.
8.	Shingle	Rs. 25/- (Rupees Twenty Five) per Cubic Metre.
9.	Chalcedony pebbles	Rs . 50/- (Rupees Fifty) per MT.
10	Fullers earth/bentonite	Rs. 150/- (Rupees One hundred and Fifty) per MT
11	Shale/Slate	Rs. 150/- (Rupees One hundred and Fifty) per MT.
12	Rehmati	Rs. 25/- (Rupees Twenty Five) per MT.
13	Lime Stone Slabs	Rs. 8/-(Rupees Eight)/Square Metre or Rs. 100/- (Rupees One hundred)/MT.
14	Brick Earth used in the	Rs.6000/- (Rupees Six Thousand) per kiln per annum
	manufacture of Bricks	
	including	
	Mangalore Tiles.	
15	GRANITE useful for cutting a	and polishing (Rates for Cubic Metre)

## RATES OF SEIGNIORAGE FEE.

•	Item	Gangsaw above 270 x above 150	Below 270 X below 150	Equal and below 70
	a) Black granite	Rs. 3,000/- (Rupees Three Thousand )	Two Thousand Three	Rs. 1200/- (Rupees One Thousand Two hundred)
	b) Colour granite	Rs. 2300/- (Rupees Two Thousand Three hundred)		Rs. 1000/- (Rupees One Thousand)

Note: the rates shown at SI.No.15 shall come in to force w.e.f. two years from the date of this G.O. until then the rates ordered in G.O.Ms. No.198, Industries & Commerce (M.I.) Dept., dt.13.08.2009 shall continue to be in force.

- **17.** On request, Electrical power may be supplied by the company as per availability on chargeable basis at one point at site. The contractor has to arrange the Meter. The contractor has to pay for the cost of power used as per Company's prevailing rates. The company is not responsible for any failure in its supply and contractor cannot claim any damages on account of the same.
- 18. For any other items to be executed, rates for which are not available in the tender schedule, the rate of relevant item from company's 2016-17 REV1 Schedule of Rates (includes approved Data Rates) or Govt 2016-17 SoR if rates are not available in SCCL 2016-17 REV1 SR plus or minus the overall uniform percentage/AT PAR (as approved for the work) shall be paid.
- **19.** For any items, not covered in the company's schedule of rates, actual working data as approved by the GM (Civil) will be paid.

#### 20. <u>CEMENT AND STEEL</u>:

- (i) Cement and steel (reinforcement steel/ structural steel) will be issued by SCCL on **Sale Invoice** to the contractors at STPP/SCCL Area stores .
- (ii) The rates provided for cement & steel in the price bid are net of taxes. At the time of recovery of sale amount from the contractor, the amount as per the Tax Invoice based on SR Rate with applicable taxes will be recovered from the contractor. The contractor can claim ITC against the taxes mentioned in the Tax Invoice issued by SCCL.
- (iii) Surplus materials/unused materials if any are available at site after completion of the work, the contractor has to return the same to the departmental stores in good condition through his Sale Invoice.
- (iv) In case of shortage of cement/steel in Company's stores, on request of the contractor, he will be allowed to procure the same from market at relevant alternative items/ rates available in SR for procurement of material from market with prior approval of the competent authority.
- (v) In the event of procurement of cement and steel from market by the contractor, the material should conform to relevant IS codes and from manufacturers as given below. <u>CEMENT:</u> ACC/ Orient/ Kesoram/ UltraTech/ Jaypee/ Sagar Cements Ltd./ India Cements Ltd./ Rain-Industries/ Ambuja Cements/ Zuari/ Parashakti Cements/ My Home Industries/ Manchirial Cement Company/ Anjani Cements/ NCL Industries Ltd. Necessary test certificate for each consignment is to be produced to the Engineer-in-charge.
  STEEL: SAU/ TISCO/ RINI / Jindal Necessary test certificate for each

**<u>STEEL:</u> SAIL/ TISCO/ RINL/ Jindal**. Necessary test certificate for each consignment is to be produced to the Engineer-in-charge.

## (a) <u>GUIDELINES FOR ISSUE AND HANDLING OF STORE MATERIALS:</u>

(i) Cement & Steel will be issued at SCCL Area Stores and contractor has to make his own arrangements to draw the material and transport them to work site. Transportation charges as per SR rates will be paid extra. The Contractor is responsible to transport the drawn store material to work site and store the material in the designated godown and safeguard the material till used on the work.

- (ii) Before commencement of the work, contactor has to get approval from Engineer-in-Charge in respect of location for construction of godown. The godown shall preferably be constructed near to the work site. If cement godown cannot be constructed near to the work site, in case of OCP quarry works, remotely located works where security of material cannot be ensured, construction of godown shall be in other locations preferably in SCCL premises of area where the work has been taken up. Cement godown shall be constructed with brick masonry with AC/GI sheet roof where the cement consumption is more than 2000 bags and with side and top with AC/GI sheets i.e., temporary godowns where consumption is less than 2000 bags. Cement godown shall be provided with secured door under lock & key.
- (iii) For revenue works, M&R and misc. works where cement consumption is generally less than 500 bags, SCCL will provide a facility for storing cement near Civil site office OR at any other available location. If SCCL buildings are not available to store cement, contractor has to make his own arrangements to store cement in a secured place as approved by the Engineer in charge.
- (iv) Contractor has to stack cement in the godown in rows and columns, with height of column being 10 bags. The cement bags shall be neatly stacked to enable inspection authorities to count cement bags easily. Necessary cement register is to be maintained by the contractor and always kept at cement godown OR near site office of the work. The cement register shall be made available for verification by the concerned authorities. The cement register shall be maintained in the following proforma.

SI. No.	Date	Opening Balance	Cement drawn				Signature of Contractor/ Representativ e
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)

Signature of Supervisor/	Signature of Field Engineer AE(C)/	Signature of Area Civil	Remarks.
JE(Civil)	Dy.SE(C)	Engineer	
(9)	(10)	(11)	(12)

(v) It is absolute responsibility of the contractor to use the entire cement & steel drawn for the work for which it is intended and balance unused cement & steel, if any shall be returned to SCCL Area Stores. Any misuse of cement & steel by the Contractor in the transit from SCCL Area Stores to work site/ cement godown or pilferage of cement & steel from the godown entails not only recovering the cost of materials from the bills of contractors, and also debarring of contractor in participating of tenders in SCCL.

#### (b) <u>GUIDELINES AND RECOVERIES WITH RESPECT TO ALLOWABLE WASTAGES ON</u> <u>CEMENT AND STEEL:</u>

The Quantity of cement & reinforcement steel shall include the allowable wastage as per specification.

A		Cement	Rates of Recovery
	i)	Normal consumption without Considering any wastage.	As per Sale Invoice
	ii)	Excess consumption up to 3%.	
	iii)	Excess consumption beyond (ii) above.	Twice the Sale Invoice.
<u>B</u>		<b><u>Reinforcement/Structural Steel</u></b>	Rate of Recovery
	i)	Normal consumption without considering any wastage.	

ii)	Wastage /Scrap limited to 3% of the normal consumption.	As per Sale Invoice
iii)	Excess consumption beyond (ii) above, but limited to 5% of the normal consumption.	As per Sale Invoice + 25%.
iv)	Excess consumption beyond (iii) above.	Twice the Sale Invoice.

#### C) OTHER MATERIAL:

- (i) All other materials required for the subject work are to be purchased by the contractor only in conformation to relevant IS codes and as given elsewhere in this document.
- (ii) Samples should be got approved by the Engineer-in-charge before use on work.
- (iii) All materials procured will be paid as per actual reconciliation/ usage on work. No wastage will be allowed. The unused materials will have to be taken away by the contractor.

#### 21. Part Payments for Materials At Site:

a)	For steel and cement 90% of approved tender rate or 90% of actual procurement rate whichever is less will be released after material is brought to site and the balance rate totaling to approved tender rate will be released after the material is used on actual consumption.			
<i>b)</i>	For Bitumen, G.I./ M.S./ D.I./ HDPE Pipes etc., 80% of the approved tender rate or 80% of actual procurement rate whichever is less will be paid on receipt of material at site and the balance rate totaling to approved tender rate will be paid/released after utilization of the material in the connected items of work based on actual consumption.			
с)	Sanitary materials, water supply 60% of the approved tender rates for to material (not covered in above para), polished Shahabad stone, tiles.			
<i>d)</i>	Doors/Windows	75% of approved tender rate for completed work.		

As specified above, part payment will be made for the above mentioned categories of materials only, subject to the conditions that the contractor shall give written assurance that he is responsible for the safety of the materials brought to site and for which part payment is made. The contractor will be responsible for safe custody of all materials for which payment is made.

#### 22. Construction machinery:

The contractor should arrange his own road making machinery (Ex. Rollers, Mixers etc.,).

The required Diesel/Electric operated machinery should be arranged by the Contractor himself. However, on the request of the contractor, the machinery of SCCL will be made available subject to the sparability on chargeable basis as per the rates provided in 2017 REV1 SR/ State Government SoR 2016-17.

The contractors shall have their own concrete vibrator, power driven mortar mixer and all other required plants, tools and implements.

#### 23. PROGRAMME TO BE SUBMITTED AT THE TIME OF AGREEMENT:

On receipt of the award letter the tenderer should submit a clear programme at the time of Agreement for completing the various items of work given in the schedule of quantities and the tenderer should abide to the same. If the tenderer fails to show substantial progress as per the programme given by him, the SCCL is at liberty to initiate action as per Clause (6) of General conditions of the Contract.

#### 24. FOR ROADS:

The road work is to be completed in installments and handed over as follows: First 1/3 length of road is to be handed over in 1/3 time limit.

Second 1/3 length of road is to be handed over in 2/3 time limit.

Remaining 1/3 length of road is to be handed over by the end of stipulated period.

#### 25. LIQUIDATED DAMAGES FOR LATE COMPLETION:

"If the contractor fails to complete the work within the stipulated period, he is liable to pay liquidated damages, for such delay, not as penalty @ 1% per week on the value of contract left incomplete subject to maximum 10% of the total contract value. Such liquidated damages will be deducted from the bills payable to the contractor. The management has right to extend the time to complete the work in appropriate cases with or without imposing liquidated damages".

Liquidated damages will be imposed on the total value of the contract unless 75% of the value of the contract is completed within the agreement period. Where 75% of the contract value has been completed within the agreement period liquidated damages will be imposed on the value of the work left incomplete on the due date. However, wherein judgment of the company, the partly done work does not full fill the operating need, liquidated damages will be imposed on full value of the contract.

#### 26. FOR ROADS, BANK HEADS & MINE CUTS:

- *a)* For embankment, earth has to be brought either from borrow pits or cutting spoils as directed.
- *b)* The height of the banks, depths of the cutting and the quantities given in the schedules are approximate and are only for the guidance for the tenderers. The payment will be made as per cross sectional measurements.
- *c)* Formation should be done in uniform layers of not more than 200mm thick or as directed by Engineer-in-charge.

#### 27. Safety Requirement:

Contractor shall strictly follow the following IS codes and other applicable safety codes in the execution of the work.

(i)	Erection of structural steel	IS:7205
(ii)	Excavation works	IS:3764
(iii)	Scaffolds and ladders	IS:3696
(iv)	Masonry walls	IS:1905 (Code of Practice)

In addition to the above, the following guidelines are to be complied from safety point of view to the workmen.

- (a) Contractor shall strictly follow all relevant IS safety codes in addition to the above referred codes.
- (b) The contractor shall deploy suitable technical staff for execution of work as per the requirement given elsewhere in this tender document. Among them, an experienced supervisor to be present at site 100% of the time to ensure compliance to the rules and safety procedures by the workers from the time of mobilization for work to the time last worker leaves the workplace.
- (c) Before starting the work, contractor shall discuss with concerned executing authorities and write down **SoPs** for the work and shall make all the arrangements required for ensuring safety aspects.
- (d) Safety talks on DOs & DONTs while working at heights should be briefed by contractor/ contractor's representative before commencement of work regularly.
- (e) Every workmen deployed on the work shall have medical fitness certificate from Competent Authority.

- (f) Every worker to be deployed for working at height shall be ensured for physical and mental fitness, which shall include general fitness and freedom from epilepsy, high blood pressure, obesity and vertigo.
- (g) Workmen in drunken condition shall not be allowed in the work/ work premises.
- (h) All the workmen are to be provided with PPE such as helmets, safety belts having two hooks, shoes, safety net etc.
- (i) None of the workmen are permitted to carry electronic gadgets like mobiles, earphones, Bluetooth etc. A mechanism has to be developed to collect all such gadgets by the Contractor's Supervisor before commencement of the work at heights.
- (j) Area under the roof should be vacated, underneath area to be barricaded and strict supervision should be made that nobody enters the surroundings.
- (k) Proper means of access to be ensured for all works at height.
- (I) Adequate Safety signages / caution boards on dos & don'ts are conspicuously to be displayed for alerting personnel about imminent hazards.
- (m) Safety net shall invariably be used beneath the working area by tying with suitable ropes to firm supports. Safety net made of preferable material shall be used.
- (n) Before starting the day's work, the site shall be inspected by the contractor or his authorised site in-charge along with executing officer for ensuring compliance of all safety aspects. 100% Supervision of all height jobs is to be ensured.
- (o) Workers should not be allowed on the roof at the time of high wind, rain and when lightning striking, inclement weather or insufficient light.
- (p) All the workmen deployed in the work shall be insured suitably. In case of any causality/accident, the Contractor is entirely responsible for it including compensation that may arise of the incident.
- (q) Statutory guidelines are to be complied with in consultation with the concerned authorities.

#### 28. LIST OF IS CODES:

Works shall be carried out in accordance with the relevant IS codes (Latest Revisions), some of which are mentioned below.

#### <u>GENERAL:</u>

1.	Measurement of building and Civil Engineering works	IS: 1200
2.	Stacking and storage of construction materials and components	IS: 4082
	at site	
<u>C E  </u>	<u>MENT:</u>	
1.	43 Grade Ordinary Portland cement	IS: 8112
2.	Physical tests for Hydraulic Cement	IS: 4031
<u>S T I</u>	EEL:	
1.	Code of practice for General construction in steel.	IS: 800
2.	High Yield Strength Deformed steel bars / (TOR STEEL)	IS: 1786
3.	Mild and medium tensile steel bars	IS: 432 (Part-I)
4.	Bending and fixing of bars for concrete reinforcement	IS: 2502
5.	Detailing of reinforcement in RCC works	IS: 5525
6.	Structural steel (Standard quality)	IS: 226
7.	Steel Tubes for structural purposes	IS: 1161
8.	Rolled steel Beams, Channels and Angle sections	IS: 808
9.	Steel doors, windows and ventilators	IS: 1038
AG	<u>G R E G A T E S :</u>	
1.	Coarse and fine aggregates for concrete	IS: 383
2.	Sand for Masonry mortar	IS: 2116
3.	Method of tests for aggregates for concrete	IS: 2386

#### CONCRETE:

1.	Code of practice for Plain and Reinforced concrete	IS: 456
2.	Methods of sampling and Analysis of concrete	IS: 1199
3.	Methods of tests for strength of concrete	IS: 516
4.	Recommended guidelines for concrete mix design	IS: 10262
5.	Methods of sampling and test for water and waste water	IS: 3025
6.	Methods of non-destructive testing of concrete	IS: 13311
7.	Specifications for concrete batching and mixing plant	IS: 4925
8.	Code of practice for ductile detailing of Reinforced concrete	IS: 13920
	structures subjected to seismic forces	
ΜA	SONRY:	
1.	Construction of stone masonry	IS: 1597
2.	, Brick work	IS: 2212
3.	Fly ash bricks	IS: 12894
4.	Sampling and Acceptance Basis for ceramic tiles	IS: 13711
5.	Methods of tests of Ceramic tiles	IS: 13630
6.	Code of practice for white washing and colour washing	IS: 6278
7.	Bitumen felts for waterproofing	IS: 1322
8.	Code of practice for design and installation of joints in buildings	IS: 3414
w o	OD WORKS:	
1.	Methods of test for wood particle boards	IS: 2380
2.	Cement Bonded particle boards	IS: 14276
3.	Prelaminated particle boards	IS: 12823
W A	TER SUPPLY AND SEWERAGE:	
1.	Salt glazed stone ware pipes and fittings	IS: 651
2.	MS tubes	IS: 1239
3.	Code of practice for building drainage	IS: 1742
4.	Code of practice for water supply in buildings	IS: 2065
5.	Vitreous sanitary appliances	IS: 2556
6.	HDPE pipes	IS: 4984
7.	UPVC pipes for water supply	IS: 4985
8.	UPVC pipes for soil and waste discharge	IS: 13592
9.	AC pressure pipes	IS: 1592
10.	Pre-cast concrete pipes	IS: 458
11.	CI Pipes	IS: 1536
12.	CI sluice valves	IS: 14846

#### 29. PHOTOGRAPHS OF WORKS:

The Contractor shall submit three sets of the prints of size 5''x7'' with soft copy of the photographs to SCCL at following stages of work.

- 1. Before starting the work
- 2. During execution at various stages of work
- 3. Completion before handing over.

#### **30. OTHER CONDITIONS:**

#### a) **ELECTRICITY AND WATER:**

The sole responsibility of arranging Electricity and Water for construction works and drinking water for employees and workmen deployed on the job rests primarily with the Contractor awarded with the work. However, if available, SCCL will identify and show the source of Power supply and water, as per availability. The contractor has to make his own arrangements for drawal of the water through a water meter for construction and other purposes. For power supply the contractor has to make arrangements for power meter on chargeable basis as per the Company's tariff from time to time. The contractor shall have to make provision of supply of water to other nominated contractors or their sub-contractors from his network on chargeable basis. The contractors quoted rates shall include the cost of electricity and water supply etc., and no extension of time or claim, on account of delay in arranging water supply/electricity shall be entertained.

#### b) **<u>CLEARING SITE:</u>**

Clearing the site, taking mark-out, marking center lines, construction of masonry pillars, for bench mark and mark-out etc., shall be done by the contractor at his own cost.

Final clearance of the site, road ways shall be done by the contractors at his own cost. Even during the construction the site shall be kept reasonably clean and orderly and accessible for inspection. Proper approaches and ladders shall be provided by the Contractor for the inspection by the Engineers of SCCL and others nominated by them.

#### c) **INSPECTION:**

In addition to the normal inspection by the regular staff in-charge of the work, the work will also be inspected by any person authorised by SCCL. In case of substandard work or excess payment are noticed with reference to the measurement books during the inspection, the recoveries will be ordered based on their observations and these will be effected by the Engineer- in-charge of the work.

#### *d)* **INJURIES DUE TO ACCIDENTS:**

The Contractor shall at all times indemnify the SCCL against all claims which may be under the Employees compensation Act or any statutory modification thereof for the rules of the compensation payable in consequence of any accident or any injury sustained by any workmen and engaged in the performance of business relating to this contract. In all cases of personal injury to workmen employed by contractor on this work, the contractor is liable to pay compensation under Employees compensation Act.

#### e) MATERIALS:

The Tenderers attention is directed to the requirements of material under clause "materials and workmanship" in the preliminary specifications of APDSS. Materials should conform to the latest relevant amended B.I.S. specifications and other approved codes and based on that the tenderer shall quote his rates accordingly.

It shall be the responsibility of the contractor to arrange for testing of all the materials procured for the works under each consignment or at regular intervals as per provisions of APDSS or as directed by Engineer- in-charge at his cost and only after the Engineer-in-charge is satisfied fully with the test results, the materials shall be allowed to be utilised in the work. The contractor shall maintain a record of test results for inspection of the Engineer –in-charge.

#### f) **CONTRACTOR'S REPRESENTATIVE:**

The contractor shall be represented at all times while the work is in progress by responsible and qualified Engineers. The contractor shall at places indicated elsewhere, furnish details of number of Engineers proposed to be deputed for the project with their names, educational qualifications, number of years of experience in the field etc. The above Engineers shall be constantly in attendance during the currency of the contract.

Weekly progress reports in proper format approved by the Engineer- in-charge shall be furnished by the Contractor as directed. He shall keep on a site order book to be available to the SCCL Engineer always for all necessary instructions to be carried out.

#### g) **SAFETY AT PROJECT SITES:**

It is clearly the contractors' responsibility to see that the safety appliances, such as safety belt, life lines, helmets etc., depending on the jobs, are provided by them to the workmen/inspecting or supervising personnel and the contractor's Supervisors shall ensure that they are used. Any lapse in the above matters of safety and resulting accidents will be at their risk and cost. All the equipments used for carrying out the work shall be rendered safe. Should any accident occur, the Contractor is entirely responsible for it including compensation that may arise of the incident.

#### *h)* **SUB - CONTRACTING:**

The Contractor shall not sub-contract the whole of the work or part thereof. However Supply and Services can be sub-let with the prior consent of the SCCL. Any such consent however, shall not relieve the contractor from any liability or obligation under the contract and he shall be responsible for the acts, defaults and neglects of any sub-contractor, his agents, servants or workmen fully as if they were the acts, defaults or neglects of the contractor, his agents, servants or workmen.

#### *i)* **QUALITY OF WORKS:**

The contractor should ensure for the provision of all requirements as per the Indian Standard Codal provisions for good workmanship, engagement of skilled labour, artisans etc., and provide good Civil Engineering practices to ensure the quality of work as per the provisions of APDSS, MORT&H and other relevant standards. All the quarried materials for concrete and other works should be as specified and approved by Engineer–in-charge and also building materials procured by the Contractor should be as specified with respect to their source of supply and as per relevant BIS.

It is the responsibility of the contractor for arranging approval of samples before procurement in bulk for the construction work, with regards to joinery, flooring items, sanitary, water supply, etc., much in advance before adoption in the works.

The quality control manual of SCCL which is in force is also applicable for this project works.

Besides SCCL quality control checking Engineers, third party quality check as nominated by SCCL is also applicable as decided by the SCCL.

All the laboratory tests (as per BIS codes of practice) like concrete cube tests, material tests, concrete design mixes etc., and tests on embankment/ sub-grade/ sub base/ base courses of road construction should be done at Contractor's own cost. The sampling and testing will be approved by the SCCL and a record in this regard is to be maintained at the project site and one copy of the same is to be submitted to the Engineer-in-charge. The cost of under taking all the required tests is deemed to be included in the rates quoted by the Contractor.

For the works costing more than Rs.2.00 crore, contractors have to establish Quality Control laboratory at site.

#### *j)* **RESTORATION OF SITE:**

The platforms, curing ponds and enabling works like sheds etc., required for the work are to be done by the contractor himself. These are to be removed and the site is leveled after the work is over, failing which final bill will not be released.

#### *k)* **CASH FLOW ESTIMATE TO BE SUBMITTED:**

The contractor shall, within 15 days after the date of letter of acceptance, provide to the Engineer-in-charge for his information a detailed cash flow estimate, in quarterly periods, of all the payments to which the contractor will be entitled under the contract and the Contractor shall subsequently supply revised cash flow estimates at quarterly intervals, if required to do so by the Engineer-in-charge.

#### 31 PLAN OF PAYMENT:

- *a)* Based on progress of the work the Contractor has to produce a record bill in a measurement book as per the mutually agreed proforma and as per the item-wise rates and submit for payment to the department.
- *b)* The payment of bills will be made after due scrutiny by the departmental Engineers considering work programmed and purchase bills submitted.
- *c)* On submission of bills for works costing above Rs.3.00 Crores, 75% of the bill amount will be released as adhoc/ interim payment after due site checks within 7 days from the date of submission of bill. The balance 25% of the Running Bill amount will be paid after processing the bill.
- *d)* The Contractor should arrange for legible, neat and systematic recording of the bill as per the items of the work/ Specifications listed in the item-wise schedule.
- e) All bill payments will be made through RTGS only. RTGS charges if any shall be to the contracting firm's account. The successful bidder shall submit the details such as (a) Name of the Account holder, (b) Name of the bank, (c) Branch name, (d) Branch code, (e) Account No., (f) MICR code & (g) IFSC/RTGS code at the time of concluding agreement.

#### 32 Special Conditions of Contract

- 1 The work is specialised in nature. It relates to development of elevation of the existing building for which improvements to existing portico, stair-case, ramp, approach roads, construction of compound wall with gates, steel works etc., including landscaping with kerb walls, plant boxes, plantation, lighting etc., are planned. The specifications in the tender document are only informative and not exhaustive. The contracting agency can visit the site well before quoting for the work; ascertain the requirement and plan for quoting the tender premium accordingly.
- 2 A walk through video together with plans of the proposed works are made available at O/o GM (Civil), SCCL, Kothagudem, Telangana and O/o Dy. General Manager (Civil): I/c STPP (Civil), Jaipur, Mancherial district, Telangana to the interested agencies for study and to implement the works so as to give final shape as shown in the walk through video / to the best possible standards.
- 3 The work executed should present a rich look as shown in the walk through video and no compromise should be made in the work at any cost.
- 4 Work shall be executed such that the building becomes a centre of attraction and reflects the power plant as well as company's dignity.
- 5 Participation from highly skilled agencies competent to take-up all the works involved comprehensively is invited. The agencies have to produce experience of having executed similar works for Government / non-Government agencies.
- 6 SCCL registration is not insisted for this work so as to facilitate participation of reputed private agencies who are conversant and executed similar works and who can complete the work in desirable shape and time.
- 7 The work is required to be completed on priority. The successful firm will be required to deliver the work in time more so preferably ahead of scheduled time.
- 8 Six months all inclusive completion time is fixed for the work. Time is essence of this contract and no extension will be considered in general.
- 9 Mancherial receives heavy rain fall during monsoon. The site soil is black cotton and is not conducive for working when it rains. Agency is required to keep these factors in view and plan work effectively in allotted time.

- 10 All the materials used in the work shall be of good quality and shape. The materials should be procured from standard / established suppliers in bulk to cater total requirement of the work to save time and to avoid deviations in quality, size, shape, colour, shade etc.,
- 11 SCCL engineers should be involved during procurement of the materials. Samples should be produced to SCCL for selection and the sample/Brand/Make selected by the Engineer-in-charge should only be procured in total quantity. Any relevant instruction made by Engineer-in-charge shall be obliged and implemented/ made good without reservations.
- 12 The material used in the work will only be paid. Any left-over materials will have to be evacuated from site after completion of the work in all respects. All the materials, Men, equipment, etc., have to be stored/ stationed away from the Admnistration Building.
- 13 Only skilled man-power conversant with the work shall be engaged on the works to the satisfaction of the engineer-in-charge.
- 14 The work turned-out should be flawless and of top class. Finished work should present perfect alignment, level, thickness, **aesthetic** etc. Defective work if any noticed at any point of time and pointed out by any officer of SCCL will have to be removed and made good at executing agency's cost & risk.
- 15 The plants procured should be well grown, healthy and of uniform colour & size.
- 16 Planting material selected should be of unique in nature. Common plants should not be selected / provided. The plant material selected should be such that it should catch the eye of the visitors for its uniqueness.
- 17 SCCL's Forestry officer available at STPP shall be involved in selection of the plants & related materials. Work should be carried-out in co-ordination with SCCL's Forestry officer.
- 18 The electrical items involved in the work are to be executed under the supervision of the Electrical Engineer concerned nominated by GM (E&M): STPP. Samples/Brands/Makes of different electrical items are to be got certified before procurement.
- 19 Any improvements desired by SCCL during the course of execution have to be accommodated and executed.
- 20 The building is in occupation and offices are in operation. Execution should be carriedout without causing disturbance to the movement of the staff, vehicles etc., and functioning of the offices. Any odd behavior with the office personnel particularly women staff will be viewed seriously.
- 21 Any damage to the existing structures / property will be viewed seriously. The damages if any should be made good at the cost and risk of the executing agency. Most of the building is with glass enclosures. Work shall be planned with minimum disturbance to the building.
- 22 Part payments will be made for the work turned-out if desired by the contracting agency. However, such part payment does not absolve the responsibility of the agency from safe-guarding the work till its completion / handing-over.
- 23 The executing agency will be required to make good any defects within the defects liability period of 24 months from the date of completion to enable release of deposits therein.
- 24 The plant is under CISF custody. Movement of men & materials will be governed by CISF / SCCL security. Executing agency is required to co-operate and plan the works accordingly.

The successful tenderer should note the following:

- a) Contractor's vehicles will be allowed in/out of STPP premises in between 6.00AM to 6.00PM only.
- b) Gate passes for the Contractor's & their staff have to be taken in advance by submitting ID proof like Aadhaar, Voter ID etc.

#### THE SINGARENI COLLIERIES COMPANY LIMITED



(A Government Company) KOTHAGUDEM

## PRICE BID PART-A

Specifications with schedule of approximate estimated Quantities for the work of

"Widening of existing Portico, ramp, etc., at office entrance, construction of compound wall along with entrance gates, preparation & development of landscape including plants, planter boxes, lighting works, etc., for Administration building at STPP, Pegadapally village, Jaipur Mandal, Mancherial District, Telangana."

SI. No.	Description	Total Quantity	Estd. Rate Rs. Ps.	Unit	Amount Rs. Ps.
1.	Supply of Cement 43 grade on sale invoice by SCCL.	5210	167.00	Bag	8,70,070.00
2.	Supply of HYSD / TMT Bars on sale invoice by SCCL.	16.00	34,800.00	MT	5,56,800.00
		14,26,870.00			

Terms & Conditions:

- i. The above estimated rates are at SR rates arrived by SCCL and net of taxes.
- ii. The bidder is not allowed to quote any premium for this part.
- iii. SCCL issues Cement & Steel on Sale Invoice and recovers the same from bills with taxes as per the Invoice.



#### THE SINGARENI COLLIERIES COMPANY LIMITED

(A Government Company) KOTHAGUDEM

## PRICE BID PART-B

Specifications with schedule of approximate estimated Quantities for the work of

"Widening of existing Portico, ramp, etc., at office entrance, construction of compound wall along with entrance gates, preparation & development of landscape including plants, planter boxes, lighting works, etc., for Administration building at STPP, Pegadapally village, Jaipur Mandal, Mancherial District, Telangana."

#### NOTE:

- i) All materials procured will be paid as per actual reconcillation/used on work.
- ii) No wastage will be allowed.
- iii) The unused materials will have to be taken away by the contractor.
- iv) Samples/Brands/Makes should be got approved by the Engineer-in- charge before use on the work.
- v) The quantities given in the schedule are tentative and the contractors are required to procure the material in phases as per the requirement of the work and as directed by the Engineer-in-charge.
- vi) The design mix for non-bituminous/ bituminous/ **cement concrete items** are to be got designed by the successful contractor from any Government engineering colleges/ labs at their cost which are to be certified by concerned Engineer-in-Charge.

SI. No	Description	Total Quantity	Estd. Rate Rs. Ps.	Unit	Amount Rs. Ps.
1.	Earth work excavation for foundations and depositing on bank for all lifts and with an initial lead up to 50 m including all operational, incidental, labour charges such as shoring, sheeting, planking, strutting, etc. complete for finished item of work as per SS - 20 B (APSS 308) Ordinary Soil-Manual Means-Up to 3 m depth	1800	173.70	Cum	3,12,660.00
2.	Filling with excavated earth (excluding rock) / Sand in trenches, sides of foundations and basement with initial lead in layers not exceeding 15 cm thick, consolidating each deposited layer by watering and ramming including cost and conveyance of water to work site and all operational, incidental, labour charges, hire charges of T & P etc., complete for finished item of work. (APDSS No. 309 & 310) (excluding cost of sand)	1750	24.70	Cum	43,225.00
3.	Earthwork excavation by machinery where Mass excavation with large quantity is involved for buildings, major pipe line works, etc., in all soils up to SDR and stone matrix including cutting and loading in tippers with all lifts etc., complete	2800	56.80	Cum	1,59,040.00

SI. No	Description	Total Quantity	Estd. Rate Rs. Ps.	Unit	Amount Rs. Ps.
4.	Construction of embankment / Shoulders with approved materials deposited at site from roadway cutting and excavation from drain and foundation of other structures graded and compacted as per Technical specification 305 of MORT & H	500	115.00	Cum	57,500.00
5.	Cement Concrete 1:4:8 with 40 mm size Crushed granite metal of approved hard quality in foundations or Plinths etc., Complete (But Excluding Cost of Cement) - with concrete mixer	230	2915.89	Cum	6,70,654.70
6.	Cement Concrete 1:3:6 with 40mm down size (50% of 40-20mm, 30% of 20-10mm and 20% of 10-4.75mm) graded Crushed Granite metal of approved hard quality including machine mixing, vibrating, necessary Centering, shuttering charges etc., Complete for finished Item of work as directed for Side Walls of Drains or Basement/ Substructure of the Buildings (Excluding Cost of Cement) (CA : 0.90 Cum, FA:0.45Cum)	100	3135.88	Cum	3,13,588.00
7.	Reinforced Cement Concrete 1:1.5:3 with 20mm down size (65% of 20-10mm & 35% of 10-4.75mm) graded Crushed Granite metal from approved quarry including cost and conveyance of all materials like sand, coarse aggregate, water etc., to site and including machine mixing and vibrating with mechanical vibrators, finishing, and centering/shuttering charges, etc, (but excluding cost of steel reinforcement and its fabrication charges and Cost of Cement) for Column footings. (CA : 0.90 Cum, FA:0.45Cum)	58	5661.25	Cum	3,28,352.50
8.	Reinforced Cement Concrete 1:1.5:3 with 20mm down size (65% of 20-10mm & 35% of 10-4.75mm) graded Crushed Granite metal from approved quarry including cost and conveyance of all materials like sand, coarse aggregate, water etc., to site and including machine mixing and vibrating with mechanical vibrators, finishing, and centering/ shuttering charges, etc, (but excluding cost of steel reinforcement and its fabrication charges and Cost of Cement) (CA: 0.90Cum, FA:0.45Cum) for pedestals. (effective length of which does not exceed 3 times the least lateral dimension).	36	6131.15	Cum	2,20,721.40

SI. No	Description	Total Quantity	Estd. Rate Rs. Ps.	Unit	Amount Rs. Ps.
9.	Reinforced Cement Concrete 1:1.5:3 with 20mm down size (65% of 20-10mm & 35% of 10-4.75mm) graded Crushed Granite metal from approved quarry including cost and conveyance of all materials like sand, coarse aggregate, water etc., to site and including machine mixing and vibrating with mechanical vibrators, finishing, and centering/ shuttering charges, etc, (but excluding cost of steel reinforcement and its fabrication charges and cost of cement) (CA: 0.90Cum, FA:0.45Cum) for Columns.	11	7753.05	Cum	85,283.55
10.	Reinforced Cement Concrete 1:1.5:3 with 20mm down size (65% of 20-10mm & 35% of 10-4.75mm) graded Crushed Granite metal from approved quarry including cost and conveyance of all materials like sand, coarse aggregate, water etc., to site and including machine-mixing and vibrating with mechanical vibrators, finishing, and centering/ shuttering charges, etc, (but excluding cost of steel reinforcement and its fabrication charges and cost of cement) (CA: 0.90Cum,FA:0.45Cum) for Plinth Beams / Brace beams.	44	7884.45	Cum	3,46,915.80
11.	Reinforced Cement Concrete 1:1.5:3 with 20mm down size (65% of 20-10mm & 35% of 10-4.75mm) graded Crushed Granite metal from approved quarry including cost and conveyance of all materials like sand, coarse aggregate, water etc., to site and including machine mixing and vibrating with mechanical vibrators, finishing, and centering/ shuttering charges, etc, (but excluding cost of steel reinforcement and its fabrication charges and Cost of Cement) (CA : 0.90 Cum, FA:0.45Cum) for Lintels.	1	7837.95	Cum	7,837.95
12.	Reinforced Cement Concrete 1:1.5:3 with 20mm down size (65% of 20-10mm & 35% of 10-4.75mm) graded Crushed Granite metal from approved quarry including cost and conveyance of all materials like sand, coarse aggregate, water etc., to site and including machine mixing and vibrating with mechanical vibrators, finishing, and centering/ shuttering charges, etc, (but excluding cost of steel reinforcement and its fabrication charges and Cost of Cement) (CA : 0.90 Cum, FA:0.45Cum) for Sunshades.	1	10863.35	Cum	10,863.35

SI. No	Description	Total Quantity	Estd. Rate Rs. Ps.	Unit	Amount Rs. Ps.
13.	Reinforced Cement Concrete 1:1.5:3 with 20mm down size (65% of 20-10mm & 35% of 10-4.75mm) graded Crushed Granite metal from approved quarry including cost and conveyance of all materials like sand, coarse aggregate, water etc., to site and including machine mixing and vibrating with mechanical vibrators, finishing, and centering/ shuttering charges, etc, (but excluding cost of steel reinforcement and its fabrication charges and Cost of Cement) (CA : 0.90 Cum, FA:0.45Cum) for roof Beams.	2	7315.75	Cum	14,631.50
14.	Reinforced Cement Concrete 1:1.5:3 with 20mm down size (65% of 20-10mm & 35% of 10-4.75mm) graded Crushed Granite metal from approved quarry including cost and conveyance of all materials like sand, coarse aggregate, water etc., to site and including machine mixing and vibrating with mechanical vibrators, finishing, and centering/ shuttering charges, etc, (but excluding cost of steel reinforcement and its fabrication charges and Cost of Cement) (CA : 0.90 Cum, FA:0.45Cum) for roof slabs.	5	6379.75	Cum	31,898.75
15.	Labour charges for cutting, bending and binding reinforcement with contractors binding wire, and placing in position as directed by Engineer - in - charge including all leads, etc., complete	16	10703.80	Tonne	1,71,260.80
16.	Reinforced Cement Concrete 1:2:4 with 20mm down size (65% of 20-10mm & 35% of 10-4.75mm) graded crushed granite metal of approved hard quality for precast RCC slabs, purlins, verandah posts, fencing posts etc. including machine mixing of Concrete, necessary shuttering, finishing etc including hoisting/fixing, cost and conveyance of all materials to work site, all labour charges, all operational incidental charges (excluding cost of steel and its fabrication charges and cost of cement) etc. complete for finished item of work, as directed. (CA : 0.90 Cum, FA:0.45Cum)	43	5480.17	Cum	2,35,647.31
17.	Fly-ash Brick masonry with bricks of size 225x100x60mm with 50kg/cm2 Compressive strength in C.M.1:6 for superstructure including scaffolding etc., (But Excluding Cost of Cement ) complete.	225	4775.38	Cum	10,74,460.50

SI. No	Description	Total Quantity	Estd. Rate Rs. Ps.	Unit	Amount Rs. Ps.
18.	Fly-ash Brick masonry with solid blocks of size 290x225x140mm with 50kg/cm2 Compressive strength in C.M.1:6 for superstructure including scaffolding etc., (But Excluding Cost of Cement ) complete.	225	4613.19	Cum	10,37,967.75
19.	Plastering to brick masonry with cement mortar 1:6, 12mm thick including raking out of joints ( But Excluding Cost of Cement )	1200	115.70	Sqm	1,38,840.00
20.	Plastering to brick / stone masonry with cement mortar 1:6, 20 mm thick in two coats including raking out of joints for walls only ( But Excluding Cost of Cement )	600	170.41	Sqm	1,02,246.00
21.	Plastering to Ceiling with cement mortar 1:3, 12mm thick (But Excluding Cost of Cement )	50	127.07	Sqm	6,353.50
22.	20 mm thick plain cement mortar bands in cement mortar 1:4 up to 300 mm in width for elevations and drip moulds etc.,- Raised Band ( But Excluding Cost of Cement )	4	449.85	Sqm	1,799.40
23.	Providing gultha in CM 1:6 ,20 mm thick in two coats ,150 mm wide including necessary scraping of wall and finishing the surface as directed (But Excluding Cost of Cement )	30	25.12	RM	753.60

SI. No	Description	Total Quantity	Estd. Rate Rs. Ps.	Unit	Amount Rs. Ps.
24.	Supplying and fixing Gyp Board Suspended regular single layer false ceiling (GS-MFSC- 4.1as per India Gypsum) using 12.5mm thick Gyp Board conforming to IS 2095-1993 fixing to Gyp steel GI perimeter channels of size 20mm x27mm x30mm(web) of 0.55mm thick screws fixed to brick work/ partition at 610mm c/c and suspending the frame work using Intermediate channels (45mm x15mm x15mm x0.9mm) from soffit at 1220mm c/c with ceiling angle (25mm x10mm x0.55mm) fixed with GI Cleat and steel expansion fasteners & connecting clip to the ceiling channels (with knurled web of 51.5mm x26mm x10.5mm x0.55mm) fixed in direction perpendicular to the intermediate channel at 457mm c/c and fixing the 12.5mm tapered edge Gypboard with 25mm drywall screws at 230mm c/c & jointing and finishing using joint compound and paper tape to have a flush look including filling the tapered & square edges with jointing compound, two coats of drywall topcoat complete for finished item of work as per India Gypsum Ltd specification For Flat Surfaces	20	858.20	Sqm	17,164.00
25.	Brushing of existing concrete surface with wire brush and providing cement concrete 1:2:4 screed of an average thickness of 20mm using 6mm size crushed granite metal of approved hard quality, and providing 2 layers of 24 gauge rabbit wire mesh in the CC screed as nominal reinforcement and plastering with CM 1:4, 12mm thick including admixing of approved impervious water proofing compound as per manufacturers specification or @ 2% by weight of cement and finishing smooth and including providing slopes to drain off water etc., complete as directed ( But Excluding Cost of Cement )	40	224.66	Sqm	8,986.40

SI. No	Description	Total Quantity	Estd. Rate Rs. Ps.	Unit	Amount Rs. Ps.
26.	Flooring with Non-skid Ceramic floor tiles of size 400 x 400 mm and thickness between 7- 8 mm 1st quality conforming to IS:13711, IS:13712, IS:13630 (Parts 1 to 15) of any colour and finish in all shades and designs, set over base coat of cement mortar (1:6), 12 mm thick over CC bed already laid or RCC roof slab, including neat cement slurry of honey like consistency spread @ 3.3.kgs per sqm & jointed neatly with white cement paste to full depth mixed with pigment of matching shade, including cost and conveyance of all materials, labour charges etc., complete for finished item of work, (But Excluding Cost of Cement )	20	849.22	Sqm	16,984.40
27.	Providing skirting /risers of steps with ceramic wall tiles with 6 mm thick 1st quality conforming to IS:13711, IS:13712, IS:13630 (Parts 1 to 15) of any colour and finish in all shades and designs and length equal to flooring tiles, set over base coat of CM (1:3) 12 mm thick with cement slurry of honey like consistency spread at the rate of 3.30 kgs per sqm and jointed with white cement paste mixed with pigment of matching shade to full depth, including cost and conveyance of all materials, labour charges etc., complete for finished item of work,( But Excluding Cost of Cement )	20	726.39	Sqm	14,527.80
28.	Providing and Laying of high strength Cement Concrete interlocking Regular Pavers of 60 mm thickness of M- 35 Grade of which top 12 mm thick shall be for colour pigmentation with imported colours and white cement to get required reflective glazing (Sand bed is to be measured and paid separately)	1500	601.50	Sqm	9,02,250.00
29.	Supplying Aluminium anodised Sections of approved make for doors, partitions, windows, Ventilators (including annodization cost)	200	283.10	KG	56,620.00

SI. No	Description	Total Quantity	Estd. Rate Rs. Ps.	Unit	Amount Rs. Ps.
30.	Labour charges for making and fixing Aluminium Doors as per approved drawing with aluminium anodized sections including cost of screws, bolts and nuts, beeding etc., excluding cost of alluminium sections and fixtures. The rate includes labour charges for fixing of glass/ particle boards.	50	675.40	Sqm	33,770.00
31.	Labour charges for making and fixing Aluminium Windows/ Ventilators as per approved drawing with aluminium anodized sections including cost of screws, bolts and nuts, beeding etc., excluding cost of aluminium sections and fixtures. The rate includes labour charges for fixing of glass/ particle Boards.	150	706.30	Sqm	1,05,945.00
32.	Painting with Synthetic enamel paints of grade II paints to new Iron work, two coats including a base coat of Red oxide primer paint grade-1 making three coats in all, complete for finished item of work.	1000	137.00	Sqm	1,37,000.00
33.	Painting to new wood work/ New Plastered Surfaces with two coats of synthetic enamel paint of grade II of Approved Make and shade including a base Coat of wood primer of Approved Make making 3 coats in all complete for finished item of work.	1200	145.90	Sqm	1,75,080.00
34.	White washing to New walls with Surya Cem / Equivalent Cem two coats complete for finished item of work.	1200	29.60	Sqm	35,520.00
35.	Whiting to New ceiling two coats with Surya cem / Equivalent Cem of approved quality complete for finished item of work.	50	32.80	Sqm	1,640.00
36.	Colour washing to new walls with Surya Cem / Equivalent Cem, adding required colour two coats complete for finished Item of work.	200	31.50	Sqm	6,300.00
37.	Oil bound Distempering to New walls with 2 coats with Approved Make distemper over a base coat of Grade -1 primer (making 3 coats in all) complete for finished Item of work.	100	109.10	Sqm	10,910.00
38.	Acrylic exterior emulsion Painting to New walls with Grade-II i.e., Ace or equivalent paint of Approved Make 2 coats over a base coat of Grade -II primer (making 3 coats in all) complete for finished Item of work	1200	122.50	Sqm	1,47,000.00

SI. No	Description	Total Quantity	Estd. Rate Rs. Ps.	Unit	Amount Rs. Ps.
39.	Providing Superior quality wall care putty 2 coats for internal / external walls complete for finished Item of work.	250	69.20	Sqm	17,300.00
40.	Cement Concrete 1:4:8 with 40mm down size (Crushed Granite metal of approved hard quality including machine mixing and vibrating with mechanical vibrator finishing to the required camber for CC Pavement sub grade including necessary side shuttering etc., Complete for finished Item of work as directed (Excluding Cost of Cement).(CA : 0.90 Cum, FA:0.45Cum)	80	2855.99	Cum	2,28,479.20
41.	Cement Concrete M-35 design mix Concrete corresponding to IS 456 using Concrete Mixer using 20mm down size (65% of 20-10mm and 35% of 10-4.75mm) graded Crushed Granite metal including cost and conveyance of all materials to site and including machine mixing and vibrating with mechanical vibrators, finishing, and centering/shuttering charges, etc, (Excluding cost of Cement) for CC Pavements. Cement @ 420Kg/Cum of concrete is to be used. (CA : 0.90 Cum, FA:0.45Cum) Note:- Cost of steel reinforcement provided if any will be paid separately including its fabrication charges	160	3119.20	Cum	4,99,072.00
42.	Providing longitudinal sawn joints by grooving with mechanical saw to a width of 3 to 5mm and depth of 1/3rd of thickness of concrete and operation should be carried out as soon as concrete is ready to accept the saw cut without trowelling including providing tie bars of Required dia, length and spacing as per design. Tie bars shall be coated with bitumen paint for 75mm on either side. The joints shall be filled with polymer based fillers and sealants including cost and conveyance of all materials to work site, Labour charges, etc., complete for finished item of work and as directed by the Engineer-in-charge (excluding the cost of Tie bars and their fabrication required which will be paid separately). Note: All relevant MORT&H / IRC codes to be followed.	150	67.00	RM	10,050.00

SI. No	Description	Total Quantity	Estd. Rate Rs. Ps.	Unit	Amount Rs. Ps.
43.	Providing contraction sawn joints at every 4.50 m distance or as directed by Engineer In charge by grooving with mechanical saw, the width of 3 to 5mm and depths 1/3rd to 1/4th of thickness of concrete and operation should be carried out as soon as concrete is ready to accept the saw cut without trowelling including providing dowel bars of Required dia, length and spacing as per design and covered with thin plastic sheathing of 2/3 length. The joint shall be filled with polymer based fillers and sealants as shown in the drawing and including cost and conveyance of all materials to work site, Labour charges, etc., complete for finished item of work and as directed by the Engineer-in-charge (excluding the cost of dowel bars and their fabrication required which will be paid separately). Note: All relevant MORT&H / IRC codes to be followed.	200	67.40	RM	13,480.00
44.	Fabrication of structural steel components like stanchions, built up columns, trestles, beams, trusses, N girders, chequered plate walk way etc., including all leads and lifts at site etc., with company's steel sections but with contractors welding rods, bolts, rivets and all contingencies, power charges, etc., complete as per drawings and instructions of the Engineer in charge.	18	20450.70	Tonne	3,68,112.60
45.	Erecting company's steel stanchions, built up columns, trestles, beams, trusses, N girders, chequered plate walk way etc., with contractors tackle, derric, crane etc., complete	18	17042.30	Tonne	3,06,761.40
46.	Fabrication of steel works like compound wall gates, MS fencing posts on ground or on top of compound wall, cattle trap , MS holding down bolts, templates, in position etc., complete including cost of welding rods, power charges etc., complete.	3	17042.30	Tonne	51,126.90
47.	Erection of compound wall gates, MS fencing posts on ground or on top of compound wall, cattle trap , MS holding down bolts, templates, in position etc., complete	3000	4.50	Kg	13,500.00

SI. No	Description	Total Quantity	Estd. Rate Rs. Ps.	Unit	Amount Rs. Ps.
48.	Labour Charges for Fabrication of steel works like window grills, compound wall grills, Iron Doors, windows, Verandah grills and window guard bars including cost of welding rods, power charges etc., (Excluding cost of fixing in position)	1000	29.50	Kg	29,500.00
<u>49.</u>	Labour Charges for Fixing of window grills, compound wall grills, Iron Doors, windows, Verandah grills, and window guard bars in position etc., complete.	1000	4.50	Kg	4,500.00
50.	Supply, Fabrication and Erection of Mild steel tubes for structural steel components like roof trusses, purlins, louvers, sag rods, rafters etc., including cost and conveyance of all materials to site, labour charges, all operational charges and including all materials like MS tubes and Pipes, welding rods, bolts, rivets and all contingencies, power charges, tackle, derric, crane etc., leads and lifts at site etc., complete as per drawings and instructions of the Engineer in charge.	19000	85.60	Kg	16,26,400.00
51.	Supplying and fixing 50 mm Nominal Bore G.I pipe Medium Grade properties & weight as per IS 1239 ISI mark with G.I fittings including the cost of pipe & its fittings like sockets, elbows, bends, tees, etc., & labour charges complete	200	448.50	RM	89,700.00
52.	Supplying and fixing 25 mm Nominal Bore G.I pipe Medium Grade properties & weight as per IS 1239 ISI mark with G.I fittings including the cost of pipe & its fittings like sockets, elbows, bends, tees, etc., & labour charges complete	200	266.50	RM	53,300.00
53.	Supplying and fixing Bronze Gate/ Globe valve as per IS - 778 Class - I, Indian make heavy type - 15mm NB Size	25	586.10	Each	14,652.50
54.	Supplying and fixing 20mm Nominal Bore G.I pipe Medium Grade properties & weight as per IS 1239 ISI mark with G.I fittings including the cost of pipe & its fittings like sockets, elbows, bends, tees, etc., & labour charges complete	150	202.10	RM	30,315.00
55.	Supplying and fixing Gunmetal Gate valve as per IS - 778 Class - I, Indian make heavy type - 25mm NB Size	10	1112.60	Each	11,126.00
56.	Supplying and fixing Gunmetal Gate valve as per IS-778 Class- I, Indian make heavy type - 50mm NB Size	5	3324.50	Each	16,622.50

SI. No	Description	Total Quantity	Estd. Rate Rs. Ps.	Unit	Amount Rs. Ps.
57.	Supplying and fixing 4 mm thick plain float glass panes of saint gobian/ modiguard or equivalent make including putty/wooden beading / Rubber beading for wooden / iron windows.	20	806.50	Sqm	16,130.00
58.	Conveyance charges of Earth - Lead Upto 1 KM. Note:- 1). Loading charges to be applied for manual loading only. 2). Unloading/ stacking charges need not be paid for this material.	500	31.50	Cum	15,750.00
59.	Conveyance charges of Earth - Lead Upto 3 KM. Note:- 1). Loading charges to be applied for manual loading only. 2). Unloading/ stacking charges need not be paid for this material.	1000	58.80	Cum	58,800.00
60.	Conveyance charges of Earth - Lead Upto 5 KM. Note:- 1). Loading charges to be applied for manual loading only. 2). Unloading/ stacking charges need not be paid for this material.	1800	84.00	Cum	1,51,200.00
61.	Conveyance charges of Earth - For Beyond 5 KM and up to 30 KM (Rate/KM) Note:- 1). Loading charges to be applied for manual loading only. 2). Unloading/ stacking charges need not be paid for this material.	18000	12.60	Cum	2,26,800.00
62.	Supply and fixing High Polished Granite 16 to 18 mm thick up to 8 feet (2.43 M) black of required size as directed by the Engineer-in- charge with exposed faces square cut and well polished, over 12mm thick CM 1:3 base coat on existing Concrete, with grey Cement Slurry of honey like consistency spread at the rate of 3.30Kg./Sqm. including cost and conveyance all materials and water to work site and cost of base coat, all operational, incidental, labour charges such as mixing mortar, dressing and fixing of stones in position rubbing curing etc., complete for kitchen platforms as directed (But Excluding Cost of Cement)	800	2996.84	Sq.m	23,97,472.00
63.	Constn. of GSB by providing HBG material Gr-VI in layers with grader, mixing in place method.	160	1768.33	Cum	2,82,932.80
64.	WMM - Providing, laying, spreading and compacting graded stone aggregate to WMM specification.	160	2027.83	Cum	3,30,852.80
65.	Supply of Separation Membrane of impermeable plastic sheeting 125 micron thick	800	11.50	Sq.m	9,200.00

SI. No	Description	Total Quantity	Estd. Rate Rs. Ps.	Unit	Amount Rs. Ps.
66.	Providing Antitermite treatment (Pre- constructional chemical treatment measures)	50	285.50	Sq.m	14,275.00
67.		19	55671.40	MT	10,57,756.60
68.	Supply of Structural steel plates for the month of January - 2021(Including 13.615% CPOH) NOTE: The rate is for material at site.	3	59079.80	MT	1,77,239.40
			Total:		1,51,64,605.66
	Estimated Contract Value (ECV) for <b>Part-B</b> : Rs.				1,51,64,605.66

I/We agree to carry out the work at the estimated rates mentioned against the above items **for Part-B**, at an overall uniform percentage

1. of (+) \_\_\_\_\_ % (In Words ...... percentage only ) **ABOVE**.

## OR

2. of (-) \_\_\_\_\_ % (In Words ...... percentage only ) **BELOW**.

OR

3. \_\_\_\_\_ AT PAR with the estimated rates only.

which will be firm till completion of the work.

#### THE SINGARENI COLLIERIES COMPANY LIMITED

(A Government Company)

#### KOTHAGUDEM

#### PRICE BID - PART-C

Specifications with schedule of approximate estimated Quantities for the work of "Widening of existing Portico, ramp, etc., at office entrance, construction of compound wall along with entrance gates, preparation & development of landscape including plants, planter boxes, lighting works, etc., for Administration building at STPP, Pegadapally village, Jaipur Mandal, Mancherial District, Telangana."

SI.	Description	Total	Unit	Rate Quoted	Amount
No.	Description	Quantity	Unic	in Rs.	Rs. Ps.
1.	Supplying and fixing of Clear/Transparent toughened Glass of 19 mm thick of Saint- Gobain/ Piramal/Schott/Asahi India/ Fuso make, over Portico including all necessary fittings, transport and all incidental charges.	120	Sqm		
2.	Supplying Aluminium composition panel of 4mm thick of Alstrong/ Aludecor/ Alucobond/ Alex panels/ Eurobond/ Alstone/ Viva/ citybond make, and erection/ fixing to Canopy including transportation, loading, unloading etc complete at site as per the satisfaction of site Incharge/ Architect.	270	Sqm		
3.	Supply, fixing, testing and commissioning of 8.0 mts long street light poles with SINGLE arms – 40 Watts. (Any of the following make/brand: Syska, Havells, Philips, Wipro, Solarmax, Felton, Hygrid)	40	Nos		
4.	Supply, fixing, testing and commissioning of 3.0 mts long Post top lights 28 Watts LED (Any of the following make/brand: Syska, Havells, Philips, Wipro, Solarmax, Felton, Hygrid)	30	Nos		
5.	Supply, fixing, testing & commissioning of Landscape lights at required places as shown by the Engineer-in- charge/Consultant. Bollard-27 Watts (Any of the following make/brand: Crompton, Bollard, Oxilight, Wipro, Nova, Usha, K- Lite, VC, Havells)	100	Nos		
6.	Supply, fixing, testing & commissioning of Landscape lights at required places as shown by the Engineer-in- charge/Consultant. Burried up Light-12 Watts (Any of the following make/brand: Philips, Osram, Havells, Wipro, Bajaj, Syska, Oreva, Surya, Moser Baer)	50	Nos		
SI.		Total		Rate Quoted	Amount
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No.	Description	Quantity	Unit	in Rs.	Rs. Ps.
7.	Supply, fixing, testing & commissioning of Landscape lights at required places as shown by the Engineer-in- charge/Consultant.: Spike Light-2-15 Watts (Any of the following make/brand: Astro Light, Philips, Revel, Spidy, Edison, Everlite, Osram, Larica, Nucleo, Aeistro, Anchor)	50	Nos		
8.	Supply, fixing, testing & commissioning of Landscape lights at required places as shown by the Engineer-in- charge/Consultant.: SPIKE LIGHT - 15 WATTS (Any of the following make/brand: Astro Light, Philips, Revel, Spidy, Edison, Everlite, Osram, Larica, Nucleo, Aeistro, Anchor)	50	Nos		
9.	Supply, fixing, testing & commissioning of Landscape lights at required places as shown by the Engineer-in- charge/Consultant.: DOWN LIGHTS - 22 WATTS (Any of the following make/brand: Philips, Havells, Bajaj, Syska, Surya, Wipro)	100	Nos		
10.	Supply, fixing, testing & commissioning of Landscape lights at required places as shown by the Engineer-in- charge/Consultant.: CEILING RECESSED DOWN LIGHTS - 15 WATTS (Any of the following make/brand: Philips, Havells, Bajaj, Syska, Surya, Wipro)	30	Nos		
11.		10	Nos		
12.	Supply, Laying, testing and commissioning of below mentioned sizes of LT Cables - 4C x 10 Sq.mm AL, Armoured Cable. (Any of the following make/brand: Tycon, Havells, Polycab, Kei, Finolex, Kalinga, Rallison, RR)	2000	RM		
13.	Supply, Laying, testing and commissioning of below mentioned sizes of LT Cables - 3C x 4 Sq.mm Cu, Armoured Cable. (Any of the following make/brand: Tycon, Havells, Polycab, Kei, Finolex, Kalinga, Rallison, RR)	4500	RM		

No.         Description         Quantity         Unit         in Rs.         Rs. Ps           14.         Supply, Laying, testing and commissioning of below mentioned sizes of LT Cables - 3C x 2.5 Sq.mm Cu, Armoured Cable. (Any of the following make/brand: Tycon, Havells, Polycab, Kei, Finolex, Kalinga, Rallison, RR)         RM           15.         Supply, laying, testing & commissioning of LT CABLES Terminations : 4C x 10         300         Nos           36.         Sq.mm Copper Armoured Cable. (Any of the following make/brand: Tycon, Havells, Polycab, Kei, Finolex, Kalinga, Rallison, RR)         100         Nos           16.         Supply, laying, testing & commissioning of LT CABLES Terminations : 3C x 4         0         Nos           17.         Supply, laying, testing & commissioning of LT CABLES Terminations : 3C x 2.5 Sq.mm Copper Armoured Cable. (Any of the following make/brand: Tycon, Havells, Polycab, Kei, Finolex, Kalinga, Rallison, RR)         100         Nos           18.         Digging of pulverizing soil to a depth of 19.         3000         100         sq.m           19.         Digging of pulverizing soil to a depth of acticuto of weeds and unwanted inert material (where ploughing is not possible)         3000         100           20.         Collection of weeds and unwanted inert material after ploughing and keeping the collected material outside the site to facilitate transportation.(Only for ploughed areas with heavy weed infestation)         3000         100           21. <th></th> <th></th> <th><b>T</b>. I. I</th> <th> </th> <th>Data Quatad</th> <th>A h</th>			<b>T</b> . I. I		Data Quatad	A h
No.     Quantity     in Rs.     Ks. Ps       14.     Supply, Laying, testing and commissioning of below mentioned sizes of LT Cables - 3C x 2.5 Sq.mm Cu, Armoured Cable. (Any of the following make/brand: Tycon, Havells, Polycab, Kei, Finolex, Kalinga, Rallison, RR)     8M     8M       15.     Supply, laying, testing & commissioning of LT CABLES Terminations : 4C x 10 Sq.mm Copper Armoured Cable. (Any of the following make/brand: Tycon, Havells, Polycab, Kei, Finolex, Kalinga, Rallison, RR)     100     Nos       16.     Supply, laying, testing & commissioning of LT CABLES Terminations : 3C x 4 Sq.mm Copper Armoured Cable. (Any of the following make/brand: Tycon, Havells, Polycab, Kei, Finolex, Kalinga, Rallison, RR)     100     Nos       17.     Supply, laying, testing & commissioning of LT CABLES Terminations : 3C x2.5 Sq.mm Copper Armoured Cable. (Any of the following make/brand: Tycon, Havells, Polycab, Kei, Finolex, Kalinga, Rallison, RR)     100     Nos       18.     Digging of pulverizing soil to a depth of 19.     3000     100     100       19.     Digging of pulverizing soil to a depth of all wed growth and inert material (where ploughing is not possible)     3000     100       19.     Digging of pulverizing soil to a depth of facilitate transportation. (Only infestation)     3000     100       20.     Collection of weeds and unwanted inert material outside the site to facilitate transportation. (Only infestation)     3000     100       21.     Cost of spreading of soil and soil mixture including watering and rolling/ramming @15cm per 10	SI.	Description	Total	Unit	Rate Quoted	Amount
1.1.1.1       commissioning of below mentioned sizes of LT Cables - 3C x 2.5 Sq.mm Cu, Armoured Cable. (Any of the following make/brand: Tycon, Havells, Polycab, Kei, Finolex, Kalinga, Rallison, RR)       300       Nos         15.       Supply, laying, testing & commissioning of LT CABLES Terminations : 4C x 10 Sq.mm Copper Armoured Cable. (Any of the following make/brand: Tycon, Havells, Polycab, Kei, Finolex, Kalinga, Rallison, RR)       100       Nos         16.       Supply, laying, testing & commissioning of LT CABLES Terminations : 3C x 4 Sq.mm Copper Armoured Cable.(Any of the following make/brand: Tycon, Havells, Polycab, Kei, Finolex, Kalinga, Rallison, RR)       100       Nos         17.       Supply, laying, testing & commissioning of LT CABLES Terminations : 3C x2.5 Sq.mm Copper Armoured Cable. (Any of the following make/brand: Tycon, Havells, Polycab, Kei, Finolex, Kalinga, Rallison, RR)       Nos         18.       Digging of pulverizing soil to a depth of Joging of pulverizing soil to a depth of alter material (where ploughing is not possible)       3000       100         19.       Digging of pulverizing soil to a depth of alter weds and unwanted inert material (where ploughing is not done)       3000       100         20.       Collection of weeds and unwanted inert material outside the site to facilitate transportation.(Only for ploughed areas with heavy weed infestation)       3000       100         21.       Cost of spreading of soil and soil mixture including watering and colling/ramming @15cm per 100 sq.m       3000       100         22		•			in Rs.	Rs. Ps.
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22.         Cost of turfing         3000         100         sq.m	21.	including watering and rolling/ramming	3000			
23. Alignment of hedges 600 100 mtr	22.		3000			
	23.	Alignment of hedges	600	100 mtr		
24.Digging of 30cm wide and 30cm deep running trench (0.09 cu.m earthwork / Rm)600100 mtr	24.	running trench (0.09 cu.m earthwork /	600	100 mtr		
25.Preparation of soil mixtures in 3:1 ratio600100 mtrusing the dug up soil including cost and conveyance of FYM600100 mtr	25.	using the dug up soil including cost and	600	100 mtr		

CI		Tatal		Data Owatad	Amount
SI. No.	Description	Total Quantity	Unit	Rate Quoted in Rs.	Amount Rs. Ps.
26.	Planting the hedges by arranging the plants with the ball of earth intact in the trench in staggered manner @12 plants/Rmt and refilling the trench with soil mixture.	600	100 mtr		
27.	Digging of 30 cm3 pits	625	100 pits		
28.	Digging of 45 cm3 pits	625	100 pits		
29.	Preparation of soil mixture including cost and conveyance of materials: the soil mixture should be in 3:1:1 ratio of red soil, sand and well decomposed FYM in powdery form for 45cm cube pits (0.091) Cu.m/pit)	625	100 pits		
30.	Preparation of soil mixture including cost and conveyance of materials: the soil mixture should be in 3:1:1 ratio of red soil, sand and well decomposed FYM in powdery form for 30 cm cube pits (0.027) Cu.m/pit)	625	100 pits		
31.	Filling the pits with soil mixture for 45cm cube pits (0.091 cu.m/pit)	625	100 pits		
32.	Filling the pits with soil mixture for 30cm cube pits (0.027 cu.m/pit)	625	100 pits		
33.	Planting the seedlings in pits with ball of earth intact by scraping top soil around the pit, planting bag plants and packing in 45cm cube pit.	625	100 plants		
34.	Planting the seedlings in pits with ball of earth intact by scraping top soil around the pit, planting bag plants and packing in 30 cm cube pit.	625	100 plants		
35.	Digging of 30 cm3 pits	2000	100 pits		
36.	Preparation of soil mixture including cost and conveyance of materials: the soil mixture should be in 3:1:1 ratio of red soil, sand and well decomposed FYM In powdery form. (for 30cm cube pits-0.027 cu.m per pit)	2000	100 pits		
37.	Filling the pits with soil mixture-for 30cm cube pits (0.027 cu.m/pit)	2000	100 pits		
38.	Planting the seedings in 30 cm cube pits by scraping top soil around the pit, planting bag plants with ball of earth intact, packing and formation of saucer cum mound.	2000	100 plants		
39.	Cost of planting material: Lawn	3000	Sq.m		

SI. No.	Description	Total Quantity	Unit	Rate Quoted in Rs.	Amount Rs. Ps.
40.	Cost of planting material: Hedge	600	Rmt		
41.	Cost of planting material: Individual ornamental plants.	2000	Per plant		
42.	Cost of planting material: Group ornamental plants.	1250	Per plant		
43.	Supply (Cost and transportation) of well de-composed farm Yard Manure (FYM)	25	Tractor load		
44.	Supply of red earth for laying on roads	230	Tractor load		
45.	Hiring of JCB	30	Per Hour		
46.	Hiring of Blade tractor/Tractor dozer	40	Per Hour		
47.	Engaging of a mandays of casual labour for carrying out miscellaneous works	50	Man day		
48.	Cost of fertilizers, insecticides/ Fungicides (Area of park or Garden shall be considered including all the components of greenery)	5000	Sq.m		
49.	Cost of tools and implements like Hose pipes, spades, sickles, sprayers, crowbar, secateurs etc.	3000	Sq.m		

I/We agree to carry out the work at the quoted rates mentioned above **for Part-C** which will be **firm till completion of the work.** 

- Note:
- 1. For the items under part-C, the bidders are required to quote item rate and also total amount against each item both in figures and words. In case of discrepancy in words and figures, the rate in words will be considered final.
- 2. In case of discrepancy in item rate & total amount, the item rate quoted will be considered final.
- 3. Corrections if any should be legible and certified. Erroneous quoting / corrections will render disqualification of tender.
- 4. All the items should necessarily be quoted. If in Part-B percentage is not quoted and in Part-C any item is not quoted, the tender will be disqualified.
- 5. Tender will be assessed based on the over-all cost of part B and part C put together.



THE SINGARENI COLLIERIES COMPANY LIMITED.

(A Government Company)

KOTHAGUDEM COLLIERIES

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# **GENERAL CONDITIONS OF CONTRACT**

# 1. PROVISION OF LABOUR AND PLANT :

*a)* This contract is to include all labour, material, scaffolding tackle, centering, moulds, tools, implements and every other thing necessary for carrying on and completing the works in conformity with the plans and specifications (herewith attached) and with such additional drawings, descriptions and instructions as may from time to time be furnished while the work is in progress.

# b) **DETAIL DRAWINGS AND INSTRUCTIONS**:

The GM (Civil) or his authorised representative shall furnish with, reasonable promptness additional instructions by means of drawings or otherwise, necessary for the proper execution of the work. The work shall be executed in conformity therewith and the contractor shall do no work without proper drawings or instructions in writing.

# c) **DRAWINGS AND SPECIFICATION OF WORK:**

The contractor shall keep each one copy of all drawings and specifications on the work in good order available at site. The A.P.D.S Specifications will be applicable in general in addition to the Schedule of Specifications attached to the tender form.

# 2. THIS CONTRACT COMPREHENDS THE FOLLOWING WORK:

"Widening of existing Portico, ramp, etc., at office entrance, construction of compound wall along with entrance gates, preparation & development of landscape including plants, planter boxes, lighting works, etc., for Administration building at STPP, Pegadapally village, Jaipur Mandal, Mancherial District, Telangana."

# 3. <u>CONTROL OF WORK:</u>

# *a)* Materials, Appliances, Employees:

The works are to be conducted under the sole control and direction of GM (Civil) or his authorised representative. The whole of materials are to be of the best description of their respective kinds and both workmanship and materials shall be of good quality. The Contractor shall when required furnish satisfactory evidence of the quality of materials he is using.

Everything necessary including materials, labour, water, tools, equipment, light, power and transportation is to be provided and paid for, by the contractor, so that the work may be left completed and perfect at its conclusion, to the entire satisfaction of the GM (Civil) or his authorised representative, who shall have power to reject any materials or labour during the progress of work which he may deem improper or to dismiss any person in the Contractor's employment, of whom he may disapprove, and the contractor is to supply such other as shall meet the approbation of the GM (Civil) or his authorised representative

*b)* The Contractor shall furnish for approval all samples as directed. The work shall be in accordance with approved samples.

# c) **ROYALTIES, RENTS, TAXES, PERMITS AND LICENCES**:

The contractor shall pay all royalties, rents, taxes, and license and permit fees etc. Permits and licenses of a temporary nature necessary for the execution of the work shall be secured by the Contractor.

#### 4. <u>POWERS OF THE GM (CIVIL):</u>

In the event of the non-compliance on the part of the Contractor with these conditions or of delay in conforming with them beyond three days after receiving a written order from the GM (Civil) or his authorised representative the later will be at liberty to provide both materials and labour and get the work executed and appoint supervisors or other persons and if considered necessary to stop the contractor from the work to complete the same in any manner he may think fit. The amount of costs which the GM (Civil) may decide as incurred thereby is to be deducted from the amounts payable to the contractor and any deficit in amount is to be made good by the Contractor.

#### 5. <u>PROTECTION OF WORK AND PROPERTY - RESPONSIBILITY OF THE</u> <u>CONTRACTOR:</u>

The Contractor shall continuously maintain adequate protection of all his work from damage and shall protect the owner's property from injury or loss arising in connection with the contract. He shall make good such damages, injury or loss except such as may be directly due to errors in the contract documents or caused by agents, or employees of the owner. He shall adequately protect adjacent property as provided by law or the contract documents. He shall provide and maintain all facilities for protection, as required by local conditions.

The contractor shall be responsible for any accident occurring to his workmen or any other person during the progress of work and until the work is taken over by the owner.

The owner shall not be responsible for any losses or damages incurred by the contractor by acts of God. No claims from the contractor for compensation on this account shall be entertained by the owner.

#### 6. <u>TIME WITHIN WHICH CONTRACT IS TO BE COMPLETED:</u>

The contractor shall satisfactorily execute and complete the work in strict accordance with the plans, specifications enclosed herewith and instructions issued by GM (Civil) or his authorised representative from time to time and execute the work within the periods as per the programme submitted by the contractor at the time of Agreement for completing various items of work given in schedule of quantities. If the contractor fails to execute the work within the stipulated time, fails to show substantial progress as per the programme submitted by contractor at the time of Agreement on various items of work given in schedule of quantities, the SCCL is at liberty to order the contractor to discontinue/ terminate the work forthwith and to get the balance work executed at reasonable rates through any other agency but at the contractor's cost and also to recover from the contractor's bills as liquidated damages 5% (not as penalty) of the value of the work left incomplete on due dates.

#### 7. DELAY OF WORK BY CONTRACTOR AND EXTENSION OF TIME:

*a)* If the contract be delayed at any time in progress of the work by any act or cause beyond the contractor's control or by delay authorised by the GM (Civil) or his authorised representative, then the time of completion shall be extended for such reasonable time as the GM (Civil) or his authorised representative may decide.

In order to determine the above, a hindrance register will be maintained which will be jointly signed by both the parties (Company and Contractor). The delays will be determined solely on the basis of this register and that any refusal on the part of the contractor to sign the register would mean that the delay, if it occurs, will be solely attributable to him.

# b) **OWNER'S RIGHT TO DO WORK**:

If the contractor should neglect to execute the work properly or fail to perform any provision of this contract the GM (Civil) or his authorised representative after three days written notice to the contractor may, without prejudice to any other remedy he may have, make good such deficiencies and may deduct the cost thereof from the payment then and there, after due to the Contractor (provided that the GM (Civil) or his authorised representative shall approve both such action and the amount charged to the contractor).

# *c)* **OWNER'S RIGHT TO TERMINATE CONTRACT:**

If the contractor fails to abide by the conditions of contract, if he should persistently disregard the instructions of the GM (Civil) or his authorised representative or if he should be adjudged bankrupt or if he should make a general assignment for the benefit of his creditor, then the GM (Civil) without prejudice to any other right of remedy and after giving the contractor Seven days written notice, terminate the contract and take possession of the premises and of all materials etc., and finish the work by whatever method he may deem fit. The Contractor will be responsible for all losses and damages incurred by the Singareni Collieries Company Limited in this respect.

If the contractor fails to complete the work on any reasons and the work is terminated, the amount due to him on account of work executed by him, if payable shall be paid to him, only after due recoveries as per the provisions in the Agreement and that too after alternate arrangements to complete the work has been made.

The GM (Civil) also reserves the right to terminate the contract at any stage or suspend the work without assigning reasons if in his opinion, it is considered necessary to do so. On receipt of such notice the Contractor shall submit within 24 hours of receipt of the notice at site a complete list of his commitments for settling the same by the company within a period of one month. The GM (Civil) may allow up to a maximum of 7 days after issue of the notice for continuing the work to enable using up by the Contractor as far as possible the materials at site or in transit.

# 8. <u>REPAIRING DAMAGE BY CONTRACTOR:</u>

a) The contractor shall promptly remove from the premises all materials condemned by the GM (Civil) or his authorised representative as failing to conform to the contract, whether incorporated in the work or not, and the contractor shall promptly replace and re-execute his work in accordance with the contract and without expense to the company. If the contractor does not remove such condemned work and materials within three days of serving written notice to him, the owner may remove and the expenses of such removal within 10 days time thereafter will be debited to contractor's Account. The owner may upon ten days written notice sell such materials at auction or private sale and shall account for the net proceeds thereof, after deducting all the costs and expenses that should have been borne by the contractor.

# b) **CORRECTION OF WORK AFTER FINAL PAYMENT**:

Neither the final certificate nor the payment or any provision in the contract documents shall relieve the contractor of responsibility for faulty materials or workmanship and he shall remedy any defects due there to and pay for any damage to other work resulting where from which shall appear within a period of **TWO YEARS** from the date of substantial completion. The GM (Civil) or his authorised representative shall give notice of observed defects with reasonable promptness. All questions arising under this article shall be decided by the GM (Civil) of the company whose decision will be final and binding on the contractor.

5% ECV (Part-A + Part-B) + 5% of TCV of Part-C retained with SCCL may be withheld by the GM (Civil) for the purpose of this article, which is liable to be forfeited in the event of the contractor not abiding by the decision of the GM (Civil) of the Singareni Collieries Company Limited.

#### 9. <u>SUB-CONTRACTS:</u>

- *a)* No work is to be sub-let by the Contractor. However Supply & Services can be sub-let with the prior concent of SCCL.
- *b)* Prior approval in writing shall be obtained before any change is made in the constitution of the contracting agency otherwise contract shall be deemed to have been allotted in contravention of above para and the same action may be taken and the same consequence shall ensure as provided in the above para.
- *c)* The contractor should obtain approval well in advance in writing to engage subcontractor / sub vendor for the purpose of major items of supply or services for the contract work. Such approval will not relieve the contractor from any of his obligations, duties and responsibilities under the contract.
- *d)* If a contractor submits his bid qualified and does not get the contract because of his being not the lowest, he will be prohibited from working as a sub contractor for the contractor who is executing the contract.

# 10. ALTERATIONS AND ADDITIONS TO WORK

The GM (Civil) or his authorised representative with out invalidating the contract, may order extra work or make changes by altering, adding to or deducting from the work, the payment on this account being adjusted accordingly. All such works will be executed under the conditions of the original contract except that any claim for extension of time caused there by shall be adjusted at the time of ordering such a change. Claim for such an extra work or change shall however be supported by a written order, from the GM (Civil) or his authorised representative. The value of such extra work or change by way of addition or deduction shall be determined on the basis of tendered rates of the contractor applicable to actual measurements as certified by the authorised representative of the GM (Civil). In items where tendered rates are not applicable the value of work shall be determined on the basis of actual working cost as determined and approved by the GM (Civil) before starting the work.

# 11. CLAIM FOR EXTRA WORK:

If the contractor claims that any instructions by drawings or otherwise involve extra cost beyond this contract, over his tendered rates he shall give a written notice to the 'Company' within a reasonable time and in any event before proceeding to execute the work. No such claim shall be accepted unless so made.

# 12. DEDUCTIONS FOR UNCORRECTED WORK

If the GM (Civil) or his authorised representative deem it expedient to correct work injured or done not in accordance with contract, as equitable deduction base on the method of computing the value of the work in Article 10 above, shall be made from the Contractor's bills.

# 13. MEASUREMENTS, PAYMENTS, ADVANCE AND DEPOSITS:

a) The contractor shall submit the Running Account/Final Bills for all works costing more than Rs. 10.00 Lakhs. For the works which were awarded based on Unit Rate System and also tendered works cost of which is below Rs. 10.00 Lakhs, the bills will be recorded by departmental Supervisory staff and will be processed.

Payment will be made within 15 days as far as possible, from the date of the receipt of the bill by the GM (Civil)/Area General Manager or his authorized representative.

But all such intermediate payments 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 unskillful work to be removed and taken away and reconstructed, or be considered as on admission of the due performance of the contract or any part thereof, nor shall it in any way vary or affect this contract or the powers of the GM (Civil) or his authorised representative.

- *b)* From these payments 0.50% will be deducted as further security. Of total amount collected towards EMD and FSD, amount equivalent to 3% of Estimated cost (Part A+ Part B) + (TCV of Part C) will be retained till completion of defect liability period and balance amount will be released alongwith final bill.
- *c)* Balance deposit amount will be released after the GM (Civil) or his authorised representative has certified the whole work to be completed to his satisfaction provided that any derangement of the works or failure must be made good at the contractor's expenses to the satisfaction of the GM (Civil) at the end of the defect liability period.
- *d)* The contractor shall not be entitled to interest upon any payment, in arrears or upon any balance which may on the final settlement of his account be found due to him.
- *e)* During execution, if any item / items of work is found not as per the specifications given in the tender schedule, a reduced rate will be paid based on the inspection report of the quality control cell and the decision taken by the GM (Civil) shall be final and binding on all parties in respect of deciding the above reduced rate without reference or appeal to any other person whatever.

# 14. <u>EMPLOYMENT OF TECHNICAL STAFF</u>:

- *a)* The contractor shall employ the following minimum technical staff during execution of work.
  - (i) In case of works costing more than Rs. 3.00 Crores 3 Graduate Engineers and 3 Diploma Holders are to be employed by the contractor in consultation with GM (Civil).
  - (ii) One graduate Engineer and Two Diploma Holders for works costing more than Rs.100.00 lakhs
  - (iii) One Graduate Engineer for works costing between Rs.50.00 lakhs to Rs. 100.00 lakhs.
  - (iv) One Diploma Holder for works costing between Rs.10.00 lakhs to Rs.50.00 lakhs.
- *b)* If the contractor fails to engage technical manpower, the wages of the same shall be recovered as per the prevailing SR rates.

#### NOTE:

- 1. The Technical staff should be on full time and available at site whenever required by GM (Civil) or his authorised representative to take instructions.
- 2. The names of the Technical staff to be employed by the contractor should be furnished to the GM (Civil) or his authorised representative.

# 15. <u>TEMPORARY ROADS ACCOMMODATION FOR LABOUR:</u>

The contractor at his own cost make form and maintain whatever temporary arrangements, such as roads etc., he may require for bringing any material or plant to the work, or arrange for hutment or camping of his labour and staff including sanitation of the Locality and no extra charge will be allowed or paid by the S.C.Co.Ltd., on account of any such arrangements.

#### 16. <u>ASSISTANCE REQUIRED BY THE GM (CIVIL) OR HIS AUTHORISED</u> <u>REPRESENTATIVE:</u>

The contractor shall provide all assistance required by the GM (Civil) or any person deputed by him, in making out or measuring the work, all stacks, pegs, lines and all other apparatus that may be required and the contractor is to execute the above at his own cost and charges.

The contractor shall provide all such assistance required by the quality control Engineers and their staff on their inspection to the site at his own cost and charges.

#### 17. <u>HANDING OVER THE WORK BY THE CONTRACTOR TO THE GM (CIVIL) FINAL</u> <u>CERTIFICATE:</u>

On completion of the work the Contractor shall be furnished with a certificate by the GM (Civil) or his authorised representative of such completion, but no such certificate shall be given, nor shall the work be considered to be completed until the contractor shall have removed from the premises, all scaffolding materials and rubbish.

#### 18. SUPPLY OF LABOUR:

If the contractor is required to supply daily labour for any work not provided in the estimates, he should do so on an order from the GM (Civil) or his authorised representative in writing and must see that muster rolls maintained by him are duly verified at once by an agent appointed by the GM (Civil) otherwise claims subsequently preferred by the contractor in absence of this verification will not be admitted. Payment for all such supply of labour on muster basis will be made at schedule rates.

All labour employed on muster basis or employed on contract basis shall be deemed as Contractor's staff and no benefit granted to colliery labour shall apply.

#### **19. INSPECTION OF WORKS:**

The GM (Civil) and his authorised representative shall at all times have access to the work whether it is in preparation or progress and the contractor shall provide proper facilities for such, access and for inspection. Inspections required by the specifications shall be promptly made by the GM (Civil) or his authorised representative and where practicable at the source of supply.

Re-examination of questioned work may be ordered by the GM (Civil) or his authorised representative and if so ordered the work must be uncovered by the Contractor. If such work be found in accordance with the contract documents the owner shall pay the cost of re-examination and replacement. If such work be found not in accordance with contract documents the contractor shall pay such cost.

#### 20. SETTLEMENT OF DISPUTES:

**Arbitration:** Normally all disputes should be settled by negotiations between the Company and the concerned parties.

In case any dispute/ difference is not settled through negotiations, the respective parties can seek remedy by Arbitration by invoking the same within 120 days of raising of dispute. No dispute shall be referred to civil Courts other than through Arbitration.

i. In case of any dispute Sole Arbitrator shall be appointed from the list of 3 judicial officers maintained by SCCL duly following the provisions of Arbitration and conciliation act 1996 as amended from time to time. The list of such names shall be forwarded to the party as and when the party requests for resolving the dispute. Such Judicial Officer as chosen by the party will be appointed by the Chairman & Managing Director to adjudicate the dispute as a Sole Arbitrator. The Arbitrator so appointed shall conduct the proceedings in accordance with the Arbitration & Conciliation Act, 1996 as amended from time to time and pass a reasoned award. Both the parties should bear the cost of the arbitration equally.

- ii. If the Sole Arbitrator appointed by the Chairman & Managing Director of the Singareni Collieries Company Limited is unable to continue as an Arbitrator for any reasons to be recorded in writing and the Chairman & Managing Director of Singareni Collieries Company Limited thinks fit for appointment of a new Arbitrator in the place of existing Arbitrator, he is having a power to do so. Such new Arbitrator shall be appointed following the same procedure as contemplated in (a) above.
- iii. As and when such new Arbitrator is appointed, he can either continue the arbitration proceedings from the stage where the earlier Arbitrator discontinued his proceedings or alternatively the new Arbitrator may start proceedings de novo if the circumstances warrant him to do so.
- iv. Failing to invoke Arbitration Clause within 120 days of dispute (from of date of the raising of the dispute), it is deemed that there is no dispute between the parties. No disputes shall be entertained in any form and on any matter pertaining to contract after expiry of 120 days of the period.
- v. The expenses payable to the Sole Arbitrator shall be governed by the Arbitration & Conciliation Act, 1996 as amended from time to time and shall be borne equally by both parties to the dispute.

#### 21. CORRELATION WITH OTHER AGENCY OR CONTRACTOR:

During the period of contract, if any special jobs are required to be done through any other agency or through the department, the Contractor will have to co-ordinate his activities with those of the other agency or department.

#### 22. BRIBES ETC.

The Contractor or any one on his behalf shall not canvas, pay, give or offer reward of gratuity to any employees of S.C.Co.Ltd., or else the GM (Civil) will be at liberty to cancel the contract and forfeit the two point five percent cash security lodged with his tender.

#### 23. ACTION WHERE NO SPECIFICATION:

In the case of any class of work for which there is no mention in the A.P. Detailed standard specifications, the work shall be carried out in all respects in accordance with the instructions and requirements of the GM (Civil) or his authorised representative.

#### 24. <u>APPLICATION OF EMPLOYEES COMPENSATION ACT AND OTHER LABOUR</u> <u>LEGISLATIONS:</u>

In every case in which by virtue of provisions of section 12; Sub-Section (1) of the Employees Compensation Act, 1923, the Company is obliged to pay compensation to a workmen employed by the Contractor in execution of the works, the company will recover from the Contractor the amount of the compensation so paid and without prejudice to the rights of the company under section, 12, sub-section (2) of the said Act; the Company shall be at liberty to recover such amount of any part thereof by deducting it from the Security Deposit or from any sum due by the Company to the Contractor whether under this contract or otherwise.

The company 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 or upon his giving to the company full security for all costs for which the company might become liable, in consequence of contesting such claim.

The contractor shall conform to the provisions of any Government Acts which relate to works and to the regulations and by-laws of any local authorities. The contractor shall give all notices required by the said acts or bye-laws etc., and pay all fees payable to such authorities.

It shall be the responsibility of the Contractor to strictly adhere to all the requirements under the labour laws and other enactments as may be applicable to labour from time to time.

It is mandatory for the contractor to comply with the provisions of the Coal Mines Provident Fund Scheme including CMP (Amendment) Scheme, 2018 OR Employees Provident Fund Scheme, as applicable to the contract labour engaged in the subject work and accordingly the contractor shall have applied for registration with the Asst/Regional Provident Fund Commissioner and obtained an independent Provident Fund Code Number allotted by the Asst/Regional Provident Fund Commissioner.

**25.** The contractor shall possess a license as required under contract Labour (Regulation and abolition) Act, 1970 and Contract labour (Regulation and Abolition) Central Rules 1971 and satisfy all the provisions of the Act.

Responsibility of the Contractor to implement provisions of Minimum Wages Act: The Contractor shall pay minimum wages to his workers as prescribed by the State Government from time to time under the payment of Minimum Wages Act, 1948.

# Responsibility of the Contractor to implement provisions of Bonus Act: The Contractor shall pay BONUS to his workers under the payment of Bous Act, 1965.

It shall be the responsibility of the Contractor to quote his rates to the present work taking the future enhancement of minimum wages by the State Government while submitting his quotation.

The Contractor is not entitled to claim any compensation from the Company due to enhancement of minimum wages during the subsistence of contract and its extended period.

- 26. The contractor shall pay the wages to the contract workmen engaged on the work through banks.
- **27.** On award of the work, if the contractor fails to execute the work within the stipulated time, or fails to show substantial progress as per the programme submitted by contractor at the time of Agreement on various items of work given in schedule of quantities, the SCCL is at liberty to order the contractor to discontinue the work forthwith and the company shall recover liquidated damages, difference in cost of the work left incomplete as per the prevailing rates, confiscate the Earnest Money Deposit & Further Security Deposits paid on the work and also to debar the contractor in participation of tenders. Such recoveries will be deducted from the bills payable to the contractor. If the amounts of pending bills are not sufficient to meet the recoveries the SCCL is at liberty to recover from amounts either held by SCCL or due for payment including pending bills of other works of this contractor with the SCCL.

# 28. <u>DEFINITIONS</u>.

- (a) The contract documents consist of the Agreement, the General Conditions of Contract, the Drawings and specifications including all modifications thereof incorporated in the documents before their execution and the programme of work. These form the contract.
- (b) The contractor and the GM (Civil) or his authorised representatives are those mentioned as such in Agreement; They are treated throughout the contract documents as if each were of the singular member.
- (c) The term sub-contract as employed herein includes only those having a direct contract with the contractor and it includes one who furnished materials worked to a special design, according to plans on specifications of work, but does not include one who merely furnishes materials not so worked.

**<u>Contract Sum</u>** means the awarded value of the work including all deviations. All the terms and conditions mentioned in the tender documents are equally applicable to the items carried out as deviations.

- (d) Written notice shall be deemed to have been duly served if delivered in person to the individual or to member of the Firm or to an officer of the corporation for whom it is intended or if delivered to or sent by registered post to the last business address known to him who gives the notice.
- (e) The term "Work" of the contractor or sub- contractor includes labour or material or both
- (f) All the time limits stated in the Contract Documents are of the essence of the contract.
- (g) The existing laws in the area where the contract work is undertaken will be applicable to the Contractor
- (h) "Company" or S.C.Co.Ltd., means, the Singareni Collieries Company Limited, P.O. Kothagudem Collieries represented by the GM (Civil).
- (i) GM (Civil) means the Engineer Employed by the Singareni Collieries Company Limited, incharge of the Buildings and Civil Engineering Department of the Singareni Collieries Company Limited.
- (j) "Owner" means the GM (Civil) of S.C.Co.Ltd.

# PROFORMA BANK GUARANTEE FOR EARNEST MONEY DEPOSIT AT THE TIME OF SUBMITTING BIDS

# (To be drawn on any of any public sector bank/ Private Bank incorporated in India having net worth of Rs.5,000.00 Crores and above for the previous financial year)

#### **B.G.No:**

# DATE:

In Consideration of the Singareni Collieries Company Limited (Here in after called 'THE COMPANY') having agreed to accept from Sri
(Hereinafter called 'THE TENDERER') Earnest Money for Rs in the form of quarantee for tendering against the work of
under the terms and conditions of Tender Notice
under the terms and conditions of Tender Notice No Dated: (hereinafter called `THE
TENDER') and for the due observance by the said tenderer of the stipulation to keep the offer open for acceptance for a period of 120 days from the date of opening of technical bids and deposit the Earnest Money in BANK GUARANTEE for the said amount as Security for acceptance of the tender.
We, Bank, Branch do
hereby undertake to pay on demand to the S.C.Co.Ltd., without any reference to the tenderer the sum of Rs in the event of the tenderer having incurred forfeiture of earnest money aforesaid for the breach of any of the terms and conditions of the stipulations aforesaid and contained in the said tender, under an order of the authority competent to invite the tender.
We, (the Bank) further agree that if the demand is made
by the Company for honouring the bank guarantee constituted by those presents, we (The Bank) have no right to decline the same for
any reasons whatsoever and shall pay the amount immediately on such demand.
We, (the Bank) further agree that a mere demand by the
Company is sufficient for us to pay the amount covered by the Bank Guarantee in the manner without reference to the tenderer and no protest by the said tenderer can be valid ground for us to decline or fail or neglect to make payment to the company in the manner aforesaid.
We, (The Bank), Branch further agree that the guarantee herein contained shall remain in full force and effect till the authority <u>Competent to invite the tender</u> discharges the guarantee subject however that the company shall have no right under this Bond after the expiry period of 120 days from the date of opening the technical bids and our liability under the bond shall be discharged if the demand for payment is not made within this period.
We, (The Bank), Branch
We, (The Bank), Branch Iastly undertake not to revoke this guarantee during its
currency except with the previous consent of the Company in writing.
Dated: Day of
for Bank
Limited.
For

Branch Manager / Officer

Bank

SIGNATURE OF THE CONTRACTOR

#### PROFORMA BANK GUARANTEE FOR ADDITIONAL FURTHER SECURITY DEPOSIT AT THE TIME OF CONCLUDING AGREEMENT

{The BG is to be drawn from any public sector bank/ Private Bank incorporated in India having net worth of Rs.5,000.00 Crores and above for the previous financial year. In case the value of Bank Guarantee is amounting to Rs. 5.00 lakh or above it should be obtained from/ operational for all purposes at their bank branches situated at Kothagudem/ Hyderabad}.

<u>B.G.No:</u>

DATE:

		Limited (Here in after called `THE
COMPANY') having agreed to acc	cept from Sri	Further Convitu Deposit for
		Further Security Deposit for of contract against the work of
conditions of Tender Notice No.		under the terms and Dated:
		ervance by the said contractor of
		nonths and deposit the Additional
		nount as Security for the due and
faithful fulfillment of the Contract		•
	•	do
hereby undertake to pay on dem	and to the S.C.Co.I td., without	but any reference to the contractor
		actor having incurred forfeiture of
		of any of the terms and conditions
		ct, under an order of the authority
competent to invite the tender.		
We,	(the Bank) further	agree that if the demand is made
by the Company for honourin	g the bank guarantee cor	nstituted by those presents, we
		no right to decline the same for
any reasons whatsoever and shall	I pay the amount immediately	y on such demand.
We,	(the Bank) further a	agree that a mere demand by the
		he Bank Guarantee in the manner
without reference to the contract	or and no protest by the said	contractor can be valid ground for
us to decline or fail or neglect to	make payment to the compar	ny in the manner aforesaid.
We,	(The Bank), Bra	anch
furthe	er agree that the guarantee h	erein contained shall remain in full
		discharges the guarantee subject
		ond after the expiry period up to
	ler the bond shall be dischar	ged if the demand for payment is
not made within this period.		
We,	(The Bank), Bra	nch
	_ lastly undertake not to	revoke this guarantee during its
currency except with the previous	s consent of the Company in v	writing.
The above Bank G	uarantee is operational	for all purposes, at our
		n and We are liable to pay the
		er this guarantee at our
	, Hyderabad/ Kothaguden	
Dated:		Day_of
	for	Bank Limited.
		For
		Bank

Branch Manager / Officer

SIGNATURE OF THE CONTRACTOR

#### JOINT VENTURE AGREEMENT

#### (To be executed on Stamp paper of appropriate value)

THIS JOINT VENTURE AGREEMENT is entered into on this the ...day of ....... 20...

#### AMONGST

1. M/s..... Limited, a company incorporated under the Companies Act, 1956 and having its registered office at ..... (hereinafter referred to as the "First Party" which expression shall, unless repugnant to the context include its successors)

#### AND

2. M/s..... Limited, a company incorporated under the Companies Act, 1956 and having its registered office at ..... (hereinafter referred to as the "Second Party" which expression shall, unless repugnant to the context include its successors)

#### AND

3. M/s..... Limited, a company incorporated under the Companies Act, 1956 and having its registered office at ...... (hereinafter referred to as the "Third Party" which expression shall, unless repugnant to the context include its successors)

The above mentioned First Party, Second Party and Third Party are collectively referred to as the "Parties" and each is individually referred to as a "Party"

#### WHEREAS,

- (B) The Parties are interested in jointly bidding for the Project as members of a Joint Venture (JV) and in accordance with the terms and conditions of the Bid Document in respect of the Project, and
- (C) It is a necessary condition under the Bid Document that the members of the Joint Venture shall enter into a Joint Venture Agreement and furnish a copy thereof with the Bid.

NOW IT IS HEREBY AGREED as follows:

1. Definitions and Interpretations

In this Agreement, the capitalised terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the Bid Documents

2. Joint Venture

- 2.1 The Parties do hereby irrevocably constitute a Joint Venture "\_\_\_\_\_\_" (the name of the "**Joint Venture**") for the purposes of jointly participating in the Bidding Process for the Project.
- 2.2 The Parties hereby undertake to participate in the Bidding Process only through this Joint Venture and not individually and/ or through any other joint venture / Joint Venture constituted for this Project, either directly or indirectly or through any of their Associates.
- 3. Role of the Parties

The Parties hereby undertake to perform the roles and responsibilities as described below:

- (a) The First Party shall be the Lead Member of the JV and shall have the Power of Attorney from all members for conducting all business for and on behalf of the JV during the Bidding Process and during the execution of the Contract.
- (b) The Second Party shall be the ..... member of the JV; and
- (c) The Third Party shall be the ..... member of the JV;
- 4. Joint and Several Liabilities

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the Bid Documents and the Contract, under and in accordance with the Contract to be entered into with the Employer.

5. Shares in the JV

5.1 The Parties agree that the proportion of shares among the Parties in the JV shall be as follows:

First Party: (Lead Member: At least 51%)

Second Party:

Third Party:

6. Representation of the Parties

Each Party represents to the other Parties as of the date of this Agreement that:

- (a) Such Party is duly organized, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;
- (b) The execution, delivery and performance by such Party of this Agreement has been authorized by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the

# SIGNATURE OF THE CONTRACTOR

Joint Venture Member is annexed to this Agreement, and will not, to the best of its knowledge:

- (i) require any consent or approval not already obtained;
- (ii) violate any Applicable Law presently in effect and having applicability to it;
- (iii) violate the Memorandum and Articles of Association, by-laws or other applicable organizational documents thereof;
- (iv) violate any clearance, permit, concession, grant, license or other governmental authorization, approval, judgment, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or
- (v) create or impose any liens, mortgages, pledges, claims, security interests, charges or encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;
- (c) this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and
- (d) there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfillment of its obligations under this Agreement.
- 7. Termination

This Agreement shall be effective from the date hereof and shall continue in full force and effect during the Contract Period and in accordance with the Contract to be entered into with the Employer, in case the Project is awarded to the Joint Venture. However, in case the Joint Venture is either not qualified for the Project or does not get selected for award of the Project, the Agreement will stand terminated.

- 8. Miscellaneous
- 8.1 This Joint Venture Agreement shall be governed by laws of India.
- 8.2 The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the Employer.

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED

For and on behalf of the First Party

By ..... Signature Name Designation Address SIGNED, SEALED AND DELIVERED For and on behalf of the Second Party By ..... Signature Name Designation Address SIGNED, SEALED AND DELIVERED

For and on behalf of the Third Party
Ву
Signature
Name
Designation
Address

In the presence of	
Witnesses:	

1.

2.

Notes:

- The mode of execution of the Joint Venture Agreement should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants (s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
- The Bidder should submit along with the Joint Venture Agreement, the extract of the charter documents and documents such as the board or shareholders' resolution / authorisation in favour of the persons executing this Agreement on behalf of the Parties and the Memorandun and Articles of Association of the Parties.
- For an Agreement executed and issued overseas, the document should also be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued and should be duly stamped on receipt in India.

#### <u>STATEMENT – I</u>

Details of civil works executed by the Bidder during the last five financial years.

SI. No	Name of the work	Address of Agt. Concluding Authority	Agreement No. & date.	Value of Contract
1	2	3	4	5
1.				
2.				
	* Updated value of work done			
	to <b>2020-21</b> price level.			

Stipulated period of	Actual date of	Value o	Value of work done year wise during the last 'five' years.				
completion	completion	2015- 16	2016-	2017-	2018-	2019-	done.
			17	18	19	20	
6	7	8	9	10	11	<i>12</i>	13

Attach certificates issued by the Organisations (clients) showing work wise / year wise value of work done and date of completion.

\* The cost of executed works of previous years shall be given weightage of 10 % per year to bring them to the price level of 2020-21.

#### Signature of the Tenderer

#### <u>STATEMENT – II</u>

Details of value of Civil Engineering works executed in each year during the last five financial years by the Bidder.

SI. No.	Financial Year	Value in Rs.
1.	2015-16	
2.	2016-17	
3.	2017-18	
4.	2018-19	
5.	2019-20	

- a) Attach certificate(s) issued by the Organisations (clients) showing work wise / year wise value of work done **OR**
- b) Certificate from Chartered Accountant on value of civil engineering works executed supported with Annual Balance Sheet tallying with I.T. Clearance certificate.
- c) The cost of executed works of previous years shall be given weightage of 10 % per year to bring them to the price level of **2020-21**.

Signature of the Tenderer

# <u>STATEMENT – III</u>

#### **Details of Existing Commitments**

Details of works on hand and, yet to be completed as on the date of submission of the Tender and works for which Tenders have been submitted are to be furnished.

#### A) Existing Commitments on ongoing works:

SI. No	Name of work	Address of Agt. Conclu- ding authority	Agt. No. & Date	Value of cont- ract	Stipul- ated period of comp- letion	Value of work done so far.	Balance Value of works to be completed during present tender period	Antici- pated date of comp- letion	Updated value of balance work
1	2	3	4	5	6	7	8	9	10

a) Attach certificates issued by the Organisations (clients), indicating the balance work to be done, and likely period of completion.

b) The cost of balance works awarded in previous years shall be given weightage of 10 % per year to bring them to the price level of **2020-21**.

# Signature of the Tender

# B) Details of works for which Tenders are submitted [awarded / likely to be awarded]

SI. No.	Name of work	Address of Agt. Concluding authority	Estimated value of work	Stipulated period of completion	Date on which tender was submitted	Present stage of Tender.
1	2	3	4	5	6	7

Signature of the Tenderer

S. No	Description	Whether submitted or not	
1	2	3	
1	EMD paid	Yes / No	
2	Details of value of Civil Engineering works executed in the last 5 financial years in <b>Statement-I</b> with supporting certificates.	Yes / No	
3	Details of value of Civil Engineering works executed in the last 5 financial years in <b>Statement-II</b> with supporting certificates for assessing bid capacity.	Yes / No	
4	Details of existing commitments, i.e., works on hand etc., in <b>Statement-III</b> with Supporting Certificates.	Yes / No	
5	In case of firms, registered partnership deed and Registration Certificate	Yes / No	
	In case of Limited Company, Registration Certificate issued by Registrar of Companies, the articles of Association		
6	JV agreement in case of JV	Yes / No	