

THE SINGARENI COLLIERIES COMPANY LIMITED
(A GOVERNMENT COMPANY)



CIVIL CONTRACT MANUAL
(REVISED IN 2002)

CIVIL ENGINEERING DEPARTMENT

KOTHAGUDEM P.O.-507101
KHAMMAM DISTRICT, ANDHRA PRADESH.

**THE SINGARENI COLLIERIES COMPANY LIMITED
REGD. OFFICE : KOTHAGUDEM COLLIERIES
KHAMMAM DIST. - ANDHRAPRADESH**

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(A GOVERNMENT COMPANY)

KOTHAGUDEM COLLIERIES.

**CIVIL CONTRACT MANUAL
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The Manual is for internal regulation of procedures relating to the function. While disciplines in the Company has to observe the procedures scrupulously, this Manual cannot be cited for any legal proceedings against the Company.

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CHAPTER - I

ESTIMATES AND TENDERS

1. INTRODUCTION :

- 1.1 For all constructions in SCCL, such as township amenities, workshop sheds, Coal handling plants, Railway sidings etc., the Civil Engineering Department is responsible for planning, execution and maintenance. For any special nature/major civil works it will be referred to Consultants.
- 1.2 Before taking up any work for tendering, it is to be ensured that there is provision for the work in the approved Annual Plan. However, if any work which is not provided in Annual Plan, is required to be taken-up, the same may be included in the Annual Plan at the time of revision, or to take up work by dropping any other work provided in Annual Plan, by obtaining approval from concerned DIRECTOR for re-appropriating the provisions. Approvals from G.M/ C.E(Civil)/ Directors concerned should be taken before calling tenders for works as per delegation of powers.
- 1.3 It is to be ascertained whether the land required for the work is in the possession of SCCL. The same is to be got confirmed by Estate Department before calling Tenders for the work. It should be ensured that the proposed site is free from any obstructions and objections from any angle. There should be no difficulty in giving mark-out to the successful contractor in the event of award of work.
- 1.4 The time limit mentioned in the Tender Notice for completion of the work is fixed based upon the nature of the work.
- 1.5 The Delegation of Powers is shown in Appendix - I

2. PREPARATION OF ESTIMATES :

- 2.1 After obtaining approval for taking up work either against provisions of annual plan or by special sanction the next step is to prepare the detailed estimates. For this purpose first a line diagram of the construction along with location plan is prepared and then the detailed drawing is also prepared. Approval of the drawing is obtained from all the concerned.
- 2.2(a) Whenever major construction such a large scale housing, structures with heavy loadings like workshop gantries, bridges etc., are to be under taken, the soil investigation shall be carried out by getting soils tested for safe bearing capacity etc., by any recognised Engineering Laboratory. This data should form the basis for design and estimating the projects before calling tenders.
- 2.2(b) However for ordinary structures soil investigation by trial pits can be done for ascertaining safe bearing capacity of soils.
- 2.3 Based upon the approved drawing, detailed estimate is taken up and the Item-wise quantities of work material/job units required for completing the projects are worked out. An abstract estimate is prepared with the quantities worked out in the detailed



estimate and applying the SCCL's current schedule of rates, which is to be updated periodically.

- 2.4 For any special nature of works such as works in river beds (Infiltration gallery, intake well etc.) and other major project works requiring degree of skill, a specific clause shall be provided in the tender notice.
- 2.5 Administrative approval, qualification requirements are to be obtained from the Competent Authority before calling tenders. Estimates for all M & R works of buildings, Filter Beds maintenance and all of works estimated cost not exceeding Rs. 10.00 Lakhs are to be Technically Approved by Area Civil Engineer before calling Tenders. Estimates for all works costing above Rs 10.00 Lakhs upto Rs 50.00 Lakhs are to be Technically approved by ACE (Civil) of the Region before calling Tenders. Estimates of all works costing more than Rs 50.00 Lakhs are to be Technically approved by CE (Civil) before calling Tenders. For works costing more than Rs.50.00 Lakhs the Technical sanction is to be taken from the Technical Committee at Corporate Office. The Technical Committee consists of concerned DIRECTOR, C.E.(CIVIL), CHIEF F & A, G.M.(PI&M) and E.D.(E&M) depending on the nature of work.

3. **CALLING TENDERS:**

- 3.1 Civil works are taken up broadly in 4 categories based on the estimated cost.

4. **WORKS ON NOMINATION BASIS**

- 4.1 Depending upon the urgency/time factors and based on the decision of the Management, certain important works such as any foundation for Machinery, urgent work in connection with the arrangements of VIPs visits, supply of urgent materials connected to production etc., will be taken up on Nomination basis; basing on approved tender rates of similar work.
- 4.2 In case of emergency and for specified jobs, the works will be taken up by getting limited quotations/tenders from limited number of parties (without advertisements).
- 4.3 The works like Tar felting to roofs, flooring, ceiling and cladding to walls etc., in Computers rooms & Project buildings, supply of materials to mines etc., urgent Civil works like foundations to Feeder Breakers, Pumps etc., which are all connected to production, fall under this category. These limited Tenders will be approved by the Competent Authority as per delegation of powers.
- 4.4 These nomination works will be awarded/taken up with due finance vetting and with approval of Competent Authority as per delegation of powers in force.

5. **Unit Rate System:** In this system unit rates are fixed in advance by calling tenders. Later agency is fixed, for executing individual works at the Unit rates fixed by Lottery System. The agency so selected will be awarded the work and agreement is entered into.



6. ADVERTISED TENDERS:

6.1. GENERAL CIVIL WORKS TENDERS:

6.1.1. Tenders upto Rs.10.00 Lakhs

For all works costing upto Rs.10.00 Lakhs wide publication is given by displaying tender notice on Notice Boards.

6.1.2. For all the works costing more than Rs.10.00 Lakhs wide publicity is given both by displaying tender notice on Notice Boards, as well as publishing the tender notice in the prominent News Papers in circulation in the Region/Country in Telugu, English and Urdu Languages depending upon the nature of the work.

6.2. Advertised Tenders will be further in categories

i) Single Tier bid tenders :

Single Tier tenders will contain one tender schedule of price bid only. The estimated rates as per Company's Schedule of rates will be given in the tender schedule along with quantities against each item of work and the contractors will be asked to quote overall uniform percentage (above/below/at par) on the Company's estimated rates.

ii) Two Tier bid tenders :

In case of major project works costing more than Rs. 50.00 Lakhs, tenders will be invited in Two-tier bid tenders method. The pre qualifications required will have to be given in NIT. In this method contractors shall submit 1) Qualification bid 2) Price bid. After qualifying in the qualification bid to the satisfaction of tender committee the price bids shall be opened.

6.3. TURNKEY LUMP SUM TENDERS :

Due to introduction of new technology in housing construction activities in the Civil Engineering field, major mass housing projects with pre-fab technology contracts are being awarded on turnkey basis. In this system the tenders will be decided on lumpsum rate per tenement (per unit) based on the design, technology etc., of the contractor. The tendering system is similar to open advertisement tenders duly published in newspapers. It will be two tier tender.

7. REPEAT ORDERS:

Contracts on repeat orders basis in civil works may not be awarded except in exceptional cases. However, the nature of such works should not exceed more than 50% of the Original order.



8. PROCEDURE FOR CALLING TENDERS

- 8.1 For all the works costing more than Rs. 50.00 Lakhs, the tender action will be taken at Office of CHIEF ENGINEER(CIVIL), Kothagudem and processed as per delegation of powers.
- 8.2 Tender action for all works costing more than Rs 10.00 Lakhs but less than Rs 50.00 Lakhs will be taken up at O/o ACE (Civil) of the Region and approval of competent authority as per Delegation Of Powers will be obtained.

Tender action for all M & R Tenders, Pit Material Tenders, Filter Bed Maintenance and Works costing upto Rs 10.00 Lakhs will be taken up at O/o Area Civil Engineer and approval will be obtained as per Delegation Of Powers.

- 8.3 Proforma of tender notice contains the details of the work, such as, name of work, estimated cost, earnest money to be deposited (EMD), cost of tender schedules, the time limit for completion of the work, various dates for receipt of applications, receipt and opening of tenders (see Annexure - III).
- 8.4 Except in cases of emergencies, generally 30 days time from the date of publication or placing on Notice Board should be given for submission of tenders.
- 8.5 If it is noticed that the response is poor or NIL against any tender enquiry, the time schedule of receipt of applications for tender schedules, dates of receipt and opening of tenders, shall be suitably extended by issuing Amendment to the Tender Notice by G.M./C.E.(C) for reasons recorded.

9. PRICE VARIATION CLAUSE:

Price variation for materials, labour and POL for all the works whose awarded value including contingencies is costing Rs. 50.00 Lakhs and above including contingencies is allowed and the applicability of this price variation clause is only for the works which are having specified/agreement time duration of more than One Year period.

The general price variation formula to be adopted in case of materials, labour and POL are as follows:

$$V = W \left\{ \frac{X}{100} \times \frac{M_1 - M_0}{M_0} \right\} + \left\{ \frac{Y}{100} \times \frac{L_1 - L_0}{L_0} \right\} + \left\{ \frac{Z}{100} \times \frac{F_1 - F_0}{F_0} \right\}$$

V = Variation in cost i.e. increase or decrease in rupees to be paid or recovered from the gross bill value for the period under consideration.

W = Value of work done during the period under consideration. To arrive at this value the following are to be deducted from gross Bill value:



- i) Cost of store material issued on Sale Account.
- ii) 12 ½ % of the gross bill value towards Contractor's profit.
- iii) Cost of works carried out for which payment is made at the prevailing market rates.

X, Y, Z = Components of material, labour and POL respectively expressed as percent of total value of work. These components will change with type/nature of work. However, the component for POL is supposed to be unaltered and can be taken as 5. The component of labour (Y) will be considered based on the GO. Ms No. 244, dt. 17.5.95 and other relevant GOs/Data as per applicability.

The remaining portion i.e. $100 - (Y+Z)$ will be considered as component towards material (X).

Percentage of these components should be specified in the tender schedule itself depending upon the nature of the work.

M_1, M_0 = Average All India whole sale index for the commodities for the period under consideration and that valid at the time of opening of tenders respectively.

L_1, L_0 = Average All India Consumer Price Index for Industrial labour as applicable for the period under consideration and that valid at the time of opening of tenders respectively.

F_1, F_0 = Average of the actual prevailing rates of HSD Oil per liter at the place of work, for the period under consideration and the actual rate prevailing at the time of opening of tenders respectively.

9.1 However, this clause is not applicable for the variation of price beyond original time period of the agreement. The cut off date for considering the indices shall be the original due date of completion only.

10. MINIMUM TURN OVER TO BE SHOWN BY THE TENDERERS TO QUALIFY FOR AWARD OF MAJOR WORKS.

For works costing Rs. 50.00 Lakhs to Rs. 100 Lakhs minimum Yearly turnover on all works of similar nature to be shown by the tenderers shall be Rs. 50.00 Lakhs in any one year during the preceding 3 years.

For works costing above Rs. 100.00 Lakhs upto Rs. 300.00 Lakhs minimum yearly turnover on all works of similar nature to be shown by the tenderers shall be Rs. 100.00 Lakhs in any one year during the preceding 3 years.



For works costing above Rs. 300.00 Lakhs the tenderer shall show:

- a) Minimum annual turnover not less than 90% of cost of the work in any one year (all works combined) during proceeding 5 years.

'AND'

- b) Minimum turnover of atleast 50% of the estimated cost of the work on a single contract of similar nature in any one year during the preceding 5 years.

11. CANCELLATION AND AMENDMENTS

If any tender notice already issued is to be cancelled or some changes in tender notice are to be notified the same is to be done by the Authority who signed the original tender notice. Copy of notification in this regard to be sent to all concerned to whom the original NIT was sent including advertisement as the case may be.

12. EARNEST MONEY DEPOSIT (EMD)

- a) The intending tenderers are required to submit the EMD amount at the time of submission of filled in tender schedules.
- b) EMD is specified at 2 % of the estimated cost of the work for the works costing less than Rs. 3.00 Crores. For the works costing more than Rs. 3.00 Crores the EMD shall be Rs.7.00 Lakhs in the form of DD/FDR/Cash in addition to a Bank Guarantee for 5% of the amount exceeds over Rs. 3.00 Crores. (Ex. For the work costing Rs. 4.00 Crores the EMD will be Rs. 7.00 Lakhs + B.G., for Rs.5.00 Lakhs).

In addition further security deposit (F.S.D) shall be made as per norms mentioned elsewhere.

- c) Request for adjustment of pending bill towards Earnest Money or re-submission of once discharged FDR taken on other works will not be entertained.
- d) The EMD will be refunded to the unsuccessful tenderers on application at the expiry of validity of the tender or the entrustment of work to the successful tenderer whichever is earlier. However in case of two parts tender, the EMD of those tenderers, whose Part. A is not qualified, can be returned soon after the note is approved for opening Part. B.
- e) EMD need not be insisted in form of FDR from Government undertakings and Government Corporations but they should submit Bank Guarantee.



- f) All the Bank Guarantees are to be drawn from any Nationalised Banks. The Bank Guarantee should be unconditional and be encashable on presentation.
- g) If any Global Bids are floated BG's should be confirmed by a Nationalised Bank in India.
- h) Jurisdiction of Courts relating to disputes on encashment of BG's will be at Kothagudem only.

13. TENDER SCHEDULES:

- a) Since the Tender Schedules are to be issued right from the date of publication/Notification of the Tender Notice, Notice Inviting Tenders (NIT) shall be issued only on keeping the Tender Schedules for the proposed work ready for issue. Hence, NIT shall not be released till the Tender Schedules for the proposed work are ready for issue.
- b) Tender Schedules will be supplied by registered post if requested by the contractor. However company will not be responsible for postal delays. Tenders other than advertised tender schedules should be collected in person after payment of tender cost in cash only.
- c) Tender schedules to be sold to Tenderers should contain the Tender Notice, the specifications for various items of work, approximate quantities of each item of work, estimated rates and cost of each item as per estimate; General Conditions of contract special conditions and drawing if any etc. (Please see the format of Tender Schedules – Annexure.IV).
- d) Tender Schedules will be issued upto the date and time mentioned in NIT (i.e. Three days earlier to the date of opening), with the receipt for payment of cost of Tender Schedules. Contractors shall be required to pay the EMD amount as stipulated in the Tender Notice at the time of submission of filled in tender schedules for works costing Rs. 50.00 Lakhs and above. For other works EMD shall be paid along with cost of tender in advance.
- e) The Bidders would give a declaration that they have not been banned or delisted by any Government or Quasi Government Agencies or Public Sector Undertakings. If a bidder has been banned by any Government or Quasi Government Agencies or Public Sector Undertakings, this fact must be clearly stated.

If this declaration is not given, the bid will be rejected as non-responsive.
- f) The contractors are allowed to submit the tender personally or through his agent or by post. However the company is not responsible for any postal delay.



- g) Tenderer shall submit the offer only in the prescribed "Tender Schedule" issued to them. Offers submitted in any other form (other than the schedule issued to them) including the offers submitted in separate covers (even if received along with the tender before the due date and time) shall be summarily rejected.
- h) The schedule of quantities contains the Company's estimated rates for all items based on SCCL's Schedule of Rates. The tenderer shall quote at the end of the schedule one overall uniform percentage for entire work (+) or (-) or AT PAR over the Company's estimated rates which shall be firm till completion of the work, unless otherwise specified. No alterations (additions or deletions) shall be made to the tender schedule conditions of contract, specifications schedule of approximate quantities etc.
- i) Contractors must quote their percentage both in WORDS and in FIGURES. In case of any discrepancy between the WORDS and FIGURES, the WORDS shall prevail no further correspondence in this regard will be entertained.
- j) Where the contractors fail to quote either at PLUS or AT MINUS or AT PAR on the Company's estimated rates, the tender will be treated as INCOMPLETE.
- k) If the Contractor quotes his percentage in FIGURES and not in WORDS, the tender will be treated as incomplete.
- l) The tenderer has to keep his tender valid for FOUR months from the date of opening of the tender so that the Tender shall be valid for acceptance for a period of FOUR MONTHS from the date of opening tenders.
- m) Details of Tender Schedules sold to the buyers should be maintained in a Register called "TENDER – EMD REGISTER", kept for the purpose. It should be maintained by allotting separate folios for each work with the following information.
- i) Name of the work
 - ii) NIT Number
 - iii) Tender Schedules sold on date
 - iv) Name of Agency & Registration Number
 - v) EMD particulars
 - vi) Remarks.
- n) The cost of Tender Schedules will not be refunded to the buyer under any circumstances.
- o) Conditional Tenders will not be accepted.
- p) **DEVIATIONS:** Any willful attempt by the bidders to camouflage the deviations by giving them in the covering letter or in any other documents than to prescribed schedules may render the bid itself non-responsive.
- q) The Management reserves the right to accept any tender in full or in part or to reject any or all tenders without assigning reasons. SCCL does not bind it self to place orders for



all items enquired for and reserves the right to distribute the orders for any or all items among more than one tenderer.

r) DISCOUNT TENDERS:

In the event of discount tenders, the L1 tenderers should pay an additional further security deposit as follows within 15 days of receipt of the tender/ intimation failing which his tender is considered as invalid and EMD will be forfeited.

- a) Above (-) 10% upto 20% --- 1 % of the estimate value of work.
- b) Above (-) 20% upto 30% --- 2 % of the estimate value of work.
- c) Above (-) 30% upto 40% --- 3 % of the estimate value of work.
- d) Above (-) 40% --- 5 % of the estimate value of work.

The Additional further Security Deposit mentioned above will be released soon after completion of work.

14. COST OF TENDER SCHEDULES:

The cost of the tender schedules shall be based upon estimated cost of the works as detailed below:

Estimated cost of the work	Cost of tender forms
Above Rs. 1 Crs.	Rs. 5,000 + S.T.
Above Rs. 50 Lakhs. to Rs. 1 Crs	Rs. 3,000 + S.T.
Above Rs. 10 Lakhs to Rs. 50 Lakhs	Rs. 2,000 + S.T.
Above Rs. 3 Lakhs to Rs. 10 Lakhs	Rs. 1,000 + S.T.
Above Rs. 1 Lakh to Rs. 3 Lakhs	Rs. 500 + S.T.
Below Rs. 1.00 Lakh	Rs. 250 + S.T.



CHAPTER – II

PROCEDURE FOR REGISTRATION OF CONTRACTORS

15. INTRODUCTION

- 15.1 For tendering any Civil works in THE SINGARENI COLLIERIES COMPANY LIMITED upto Rs. 50.00 Lakhs the Contractors have to get themselves registered in the CIVIL ENGINEERING DEPARTMENT as per the procedure for registration mentioned in Para – 15.3 of this Chapter.
- 15.2 Tender forms shall be issued for all the Civil Works of Value more than Rs. 50.00 Lakhs, to all those who apply. The tenderers have to submit the necessary documents as mentioned in NIT along with the tenders for getting them registered if their tender is considered for acceptance.
- 15.3 The different classes and norms of the participation in tenders in SCCL are as follows:

Class	For works costing		Annual turnover Rs. Lakhs	Solvency required in the form of FDR/ B.G. Rs. Lakhs	Registration fee Rs.
	Above	Upto			
Special Class	Rs. 100 Lakhs.		80	5	4,000/-
Class - I	Rs. 40 Lakhs	Rs. 100 Lakhs	30	2	3,000/-
Class – II	Rs. 20 Lakhs	Rs. 40 Lakhs	15	1.0	2,000/-
Class – III	Rs. 5 Lakhs	Rs. 20 Lakhs	5	0.50	1,000/-
Class - IV	-	Rs. 5.00 Lakhs	-	0.25	500/-

The registration of contractors will be done periodically by Chief Engineer (Civil), as per the existing procedure.

- 15.4 In addition to observing the above norms, the Contractor shall also furnish the following documents for participation in the appropriate class.
- Latest experience certificate for having done work satisfactorily, with cost particulars and duration showing expenditure during each financial year issued by the Government and Organisations of repute.
 - List of Plant & Machinery, like Road working Machinery, concrete Mixers, Vibrators, Vehicles etc., possessed by the Contractors.



- iii) Latest Income Tax Clearance Certificate issued by the Competent Authority.
- iv) Latest pass port size photos 3 nos. are to be submitted for identification.
- v) Any other document/Certificate as required by SCCL depending upon the type of work.

16 SOLVENCY CERTIFICATE :

The Solvency Certificate for the amount shown in para 15.3 above shall be obtained in the form of **FDR/ BANK GUARANTEE** and shall be valid for a period of 5 years for all classes from any Nationalised Bank.

- 16.1 All applications for Registration received from Contractors from time to time shall be processed on "Twice in a Year" basis and put up to Director (Operations) for approval and thereafter Registration Certificate will be issued to the Contractor under the Signature of **CHIEF ENGINEER (CIVIL)**.
- 16.2 A registered contractor can respond to any tender notice from any area of the Company for Civil Works. A list of registered contractors duly updating the same from time to time shall be maintained in all areas.

17. PERIODICAL REVIEW OF REGISTERED CONTRACTORS :

- 17.1. The names of such contractors who have not submitted tenders for any work in the category of their Registration during a period of three consecutive years shall be automatically removed from the list of Registered Contractors. Such of those contractors will be issued letters by registering authority informing of their failure in responding to any tenders for Civil Works of the Company in three consecutive years and that their names are removed from the list of registered contractors.
- 17.2. However, they can enlist themselves re-registered by following the usual formalities afresh.
- 17.3. Registration will be valid upto 5 years from the date of Registration. Applications for renewal of registration after 5 years if desired should be submitted to the Office of **CHIEF ENGINEER (CIVIL)** One-month in advance from the date of expiry of validity of registration with necessary documents.

18. DEBARRING THE CONTRACTORS FROM TENDERING:

- 18.1. **CHIEF ENGINEER (CIVIL)** shall recommend to the Director concerned for debarring a Contractor for a specific period, if the Contractor,



a) is proved to be involved in pilferage or unauthorised use of/disposal of departmental materials issued for a specific work.

b) continuously refused to pay Government dues as per statute (Royalties, Sales Tax, Income Tax etc.,)

c) has not started the work and not entered into agreement after award of work.

d) has failed to execute and complete the work after entering into Agreement.

18.2. After approved period of punishment the embargo on the debarred contractor shall be lifted and the Contractor allowed again to participate in the tender by the Competent Authority (who has approved for debarring the Contractor) by a clear recommendation by the Registering authority based on a representation in writing from such contractor.

18.3. The Competent Authority for this purpose shall be DIRECTOR concerned.

19. **BLACK LISTING.**

19.1. The registering authority namely, C.E.(C) shall recommend for black listing a Contractor, if the Contractor:

a) has been debarred under 18.1.(c) & (d) and again fails to execute the works on more than one occasion continuously or more than one work which are in progress simultaneously.

b) abandons abruptly the work after executing only a minor portion of the work (less than 10 %).

c) is proved to be responsible for major constructional defects.

d) is proved to be indulged in any Acts that affect the image of the organisation.

e) is charged with and proved guilty in any other issues considered very serious.

19.2. In any case as mentioned above, the merits and demerits of the case shall be thoroughly examined by the competent authority and get satisfied regarding irregularities committed by the Contractor before taking the extreme action of black listing.

19.3. The Competent Authority for approval of cases of black listing shall be CHAIRMAN & MANAGING DIRECTOR.



CHAPTER – III

TENDER FINALISATION & AWARD OF WORK

20. RECEIPT OF TENDERS

20.1. The tenders are received upto the specified time on specific date as mentioned in the Tender Notice and tenders are not accepted to be put in the tender box after the specified time.

20.2. Tenders of the works costing above Rs.50.00 Lakhs will be received at three places i.e. (1) at the office of GM of concerned area and (2) at the office of Director (3) at Hyderabad Office. The same information shall be mentioned in NIT.

However, the Management reserves the right to receive the tenders at more than three (3) places as specified above depending upon need and necessity with prior approval of Director.

20.3. Any unilateral rebates offered by the bidder after closing date can be considered if the bidder emerges as lowest without taking into account this rebate.

20.4. Tenders are to be submitted only in prescribed forms issued by S.C.C.L. in sealed covers duly mentioning on the covers, the name of the work, tender notice number, details of the EMD, due dates of receipt and opening. Without these details written on the cover, the tenders are not allowed to put in the tender box. No cognisance will be given to the offers submitted in separate covers, which are not in company's schedules. After specific time is over, the tender box is sealed, so that no tenders are put in the box after specified time.

20.5. The tender box is opened at the time specified for opening of tenders on the specified date and all the covers are taken out by the persons authorised and viz., officers from Civil, Finance and Rep. of G.M concerned and the details of the tenders received are entered in a register duly signed by opening officers.

20.6. The sealed covers are opened in the presence of tenderers present and percentage quoted are read out to enable the tenderers present there to note the same. Any corrections and over writings shall be attested by the tender opening officers. First Page and Pages wherever contractor quotes for the work (irrespective of the corrections) is to be attested by the tender opening officers.

20.7. In the case of tenders, which will be received at three places as mentioned above, tenders shall be opened at the same office at the prescribed time in the presence of authorised officers. After opening, the tender documents along with comparative statement Part - A will be sent first and on intimation



from C.E (Civil), Part - B of those eligible tenders only will be opened and sent to the office from where the tender is invited.

- 20.8. Any irregularities in the tenders observed during opening of the tenders, are noted on the tender and attested by the officers, attending the tender opening.
- 20.9. The EMD documents shall be sent to Finance Department for safe custody. Necessary Registers shall be maintained in Civil and Finance Departments to ensure timely action in respect of execution/encashment of securities.

21. SCRUTINY OF TENDERS & COMPARATIVE STATEMENT:

- 21.1. The tenders received will be taken up for scrutiny and preparation of comparative statement in the drawing office. The concerned J.E./Draughtsman has to go through carefully all the pages of tenders and corrections if any, which are not attested by tender opening officers and any irregularities observed are to be brought to notice of the Drawing Branch Incharge immediately. In turn D.B., Incharge has to put up a Note giving details of discrepancies for the decision of Tender Committee. Further processing of tenders is done as decided by the Tender Committee.
- 21.2. A comparative statement is prepared showing percentage quoted by each tenderer against the estimate amount and the amount working out for each tender.
- 21.3. If any cost compensation is carried out on technical deviation the same has to be mentioned in the evaluation report which can be easily understandable by a non-technical person.
- 21.4. Fraud indicators : Shown in enclosed Annexure - I

22. NEGOTIATIONS & TENDER COMMITTEE RECOMMENDATION:

- 22.1. Out of the tenders received for any particular work, the percentage rate of the lowest tenderer (L1) is examined. Normally there shall be no negotiations. However if the tender percentage is considered high, then the tenderer shall be called for negotiations/discussions. The tender committees are formed at various levels for scrutiny of tenders.

**23. APPROVAL OF TENDERS.****23.1. TENDER COMMITTEE FOR AREA LEVEL & KGM CORPORATE TENDERS (i.e., Maintenance works, Pit Materials and Works costing upto Rs 10.00 Lakhs):**

23.1.1. Value of civil works does not exceed Rs. 10.00 Lakhs.

i) AREA LEVEL:

S.O to G.M of the Area	CHAIRMAN.
Finance Manager of the Area	MEMBER
Civil Engineer of the Area	MEMBER

ii) KGM CORPORATE WORKS:

Addl.C.E(Civil)	CHAIRMAN.
Dy.Chief (F&A)	MEMBER
Civil Engineer of the Corporate	MEMBER

The recommendations of Tender Committee should be put-up to Competent Authority as per Delegation of Powers, for sanction.

23.1.2. TENDER COMMITTEE FOR REGIONAL LEVEL & KGM CORPORATE TENDERS.

For Works Costing more than Rs 10.00 Lakhs but Less than Rs 20.00 Lakhs:

i) REGIONAL LEVEL:

Addl. C.E.(C) of the region	CHAIRMAN.
Finance Manager of the Region	MEMBER.
Civil Engineer of the Area	MEMBER.

ii) KGM CORPORATE WORKS:

Addl.C.E(Civil)	CHAIRMAN.
Dy.Chief (F&A)	MEMBER
Civil Engineer of the Corporate	MEMBER

The recommendation of the tender committee should be put up, for the approval of Competent Authority concerned as per Delegation of Powers.

23.1.3. TENDER COMMITTEE FOR WORKS COSTING MORE THAN Rs 20.00 LAKHS BUT LESS THAN Rs 50.00 LAKHS:

i) Civil Works where the value of contract exceeds Rs. 20.00 Lakhs but does not exceed Rs. 50.00 Lakhs.

C.E. (C)	CHAIRMAN
CHIEF (F & A)	MEMBER



GM (PI&M))

MEMBER

The proposal shall be submitted to Competent Authority for approval as per Delegation of Powers.

- ii) Where the value of contract exceeds Rs. 50.00 Lakhs.

DIRECTOR Concerned
C.E.(CIVIL)
CHIEF (F & A)
G.M (P I & M)

CHAIRMAN
MEMBER
MEMBER
MEMBER

The tender proposal/Tender Committee recommendations so processed will be sanctioned by the Competent Authority.

23.3. INCASE OF SINGLE TENDERS:

Sanctioning authority will be as per delegation of powers.

- 23.4 Tender Committee recommendations will be put up for the approval of Competent Authority for sanction as per delegation of powers.

The members of the Tender Committee shall sign/initial on all pages of the recommendations, in addition to their signatures at the end. Dissent/Special notes by any one member shall be recorded below following these signatures and shall put up to the Chairman of Tender Committee thereafter. All annexures containing information/analysis leading to the recommendation shall also be duly initialed by the members of the Tender Committee.

- 23.5 Checklist to be enclosed along with Tender Committee Recommendation to facilitate decision making as shown in Annexure.II.

24 DELEGATION OF FINANCIAL POWERS FOR CIVIL WORKS (GM's & CE (C)).

As per the delegation of powers; the authorities competent to sanction civil works tenders at area level and corporate level are shown in Appendix – I.(Page.85)

24.3 DIRECTORS: DIRECTOR (OPERATION) / DIRECTOR (P & P)

- | | |
|--|-----------------|
| 1. Against lowest Public Tender | Rs. 50.00 Lakhs |
| 2. Against lowest limited tender | Rs. 25.00 Lakhs |
| 3. Against single tender | Rs. 10.00 Lakhs |
| 4. Award of contract without tender
Through negotiations in emergency | Rs. 1.00 Lakh. |

**24.4 CHAIRMAN & MANAGING DIRECTOR**

- | | |
|---|------------------|
| 1. Against lowest Public Tender | Rs. 10.00 Crores |
| 2. Against lowest limited tender | Rs. 1.00 Crore |
| 3. Against single tender | Rs. 40.00 Lakhs |
| 4. Award of contract without tender through negotiations in emergency | Rs. 10.00 Lakhs. |

25 COMMUNICATION OF APPROVAL OF TENDERS TO THE AREAS.

- 25.1. After obtaining approval from the Competent Authority i.e., GM/CHIEF ENGINEER (CIVIL) or DIRECTOR (OPERATION) / DIRECTOR (PP) or CHAIRMAN & MANAGING DIRECTOR or BOARD, as the case may be, the tenders in original along with the approved TCR and other connected papers are sent to the concerned ADDL. CHIEF ENGINEER (CIVIL) / AREA CIVIL ENGINEER to take further action for issuing letter of award to the successful tenderer. The award letter shall be acknowledged by Contractor within 15 days of mailing or within 7 days of receipt of letter.
- 25.2. When the tenders received are still in process if the validity is nearing the (corporate works and by G.Ms for area works) expiry date, the tenderer whose tender is recommended for approval is to be asked to extend the validity for some more period. If the tenderer declines to extend the validity, the tender is to be cancelled and called afresh. In emergency cases the second lowest tenderer may be asked to extend the validity and negotiations can be conducted with the party with the approval of the competent authority who approves the tender.

26. LETTER OF INTENT/WORK AWARD LETTER.

- 26.1. After receiving tender approval, the Addl. C.E.(C)/Area Civil Engineer concerned shall issue to the contractor work award letter as per format prescribed.
- 26.2. Copies of this letter shall be marked to all concerned including Finance for issue of Allocation work order (charge code) number. Also a copy of the letter is marked to Asst. Labour Commissioner (ALC) for issuing Labour License to the contractor and also copied to Commercial Tax Officer (CTO) to issue necessary Registration regarding Sales Tax on works contracts. Copy of award letter is marked to Asst. Director of Mines & Geology along with approximate quantities of minor minerals required for the work.
- 26.3. The Word "COMPETENT AUTHORITY" wherever occurred shall mean the authority which has approved the sanction of work as per the delegation of powers.



CHAPTER – IV

CONTRACT EXECUTIONS AND PAYMENT PROCEDURE

27. AGREEMENT

The successful tenderer after awarding of the work shall produce a Non-Judicial Stamp paper of value as prescribed from time to time in the Office of the Addl. C.E.(C)/G.M. concerned as mentioned in the work award letter for executing agreement. The agreement shall be signed by the Contractor along with two witnesses and Area Engineer for area works and Addl. C.E(Civil) for Corporate works within 2 weeks from the date of award of work. While concluding agreement the Contractor shall furnish detailed programme for completing the work which shall form part of the agreement.

Change in the constitution of the contracting agency: Prior approval in writing of the company shall be obtained before any change is made in the constitution of the contracting agency otherwise contract shall be deemed to have been allotted in contravention of clause entitled " sub letting of works" and the same action may be taken and the same consequence shall ensue as provided in the clause of " sub letting of works".

27.1. The agreement shall be compared with the recommendations/approvals of the Tender Committee/accepting/approving authority by the Area/Corporate accounts and duly certified on all copies as correct.

27.2. Amongst other aspects, the agreement must include the following points clearly.

27.2.1. In addition to EMD, 7 ½ % of the value of work done will be deducted from the running bills to be held as further security deposit and the same will be refunded after the work is completed. The limit for the above deductions shall be Rs. 50,000/- for works of Value upto Rs 50.00 Lakhs and Rs 1.00 Lakh for works of value more than Rs 50.00 Lakhs and upto Rs.300 Lakhs. EMD shall be refunded after 12 months of completion of the work subject to deductions towards cost of repairs.

27.2.2. For the works costing more than Rs. 3.00 Crores the EMD shall be Rs. 7.00 Lakhs in the form of DD/FDR/CASH in addition to a Bank Guarantee for 5 % of the amount exceeding over Rs. 3.00 Crores. (Ex. For the work costing Rs. 4.00 Crores the EMD will be Rs. 7.00 Lakhs + BG for Rs. 5.00 Lakhs). There will not be any further recovery in running account bills towards FSD for the works costing more than Rs. 3.00 Crores.

SCCL shall release 50% of the above BG amount along with the Final Bill and the balance 50% of the BG and Rs. 7.00 Lakhs (CASH/DD/FDR) shall be released after defect liability period.



27.2.3. 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 @ $\frac{1}{2}\%$ per week on the balance value of contract (value of work left incomplete on the due date) 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 contract is completed within the agreement period. If 75% or more of the value of contract has been completed within the agreement period, liquidated damages will be imposed @ 0.5% per week on the balance value of the contract. However, where in judgement of the company, the partly executed work does not fulfil the operating need, liquidated damages will be imposed on full value of contract.

27.2.4. In case a contract is terminated due to failure of the contractor to complete the work inspite of the opportunities given, the EMD and FSD will be forfeited.

27.2.5. EMD shall be forfeited even if the contractor fails to turn up to take mark out as mentioned in para 28.2. Original copy of the agreement shall be in the custody of Civil Department. The copies of the agreement shall be marked to all the concerned namely General Manager of the area, C.E.(C), Finance Department, Internal Audit, Contractor and to the Area Civil Engineer.

27.2.6. FAILURE OF CONTRACTOR:

The bidding document will clearly state that if the contractor fails to complete the work and the contract 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 of contract.

28. MARKOUT

28.1. After the letter of award of the work is issued to the successful tenderer, a copy of the same is marked to the concerned Area Civil Engineers for taking further action for markout, execution etc.

28.2. The Area Civil Engineer incharge of the work will give markout of the Buildings/Structures on the ground within 4(four) weeks of letter of award. Contractor shall take markout within 4 weeks from the date of receipt of work award letter, failing which the Area Civil Engineer shall write to the contractor by fixing a reasonable time of 7 to 10 days to come for taking markout duly marking a copy of the letter to the concerned Addl C.E.(C)/GM. If the contractor fails to come for markout even then, a date is fixed by the Area Civil Engineer and the same is communicated to the contractor and this date shall be deemed as the date of markout and handing over of site whether the contractor turns up or not on that date. The contractor is to be informed accordingly. Still if there is no response from the contractor within 15 days from the



date of issue of the letter then the work will be terminated. All these activities are to be completed within 2 months period.

- 28.3. Normally the locations of the markout should be the same at which the work is proposed as per tender notice. However, change of location of markout within a radius of 1 KM of the original markout does not amount to change in the location of markout.
- 28.4. A statement of giving markout/handling over the site to contractor shall be made and signed by the Area Civil Engineer and the contractor.
- 28.5. The markout date is communicated to the G.M / C.E.(CIVIL) for record & for reckoning the contract/agreement time for completion of the job/imposition of penalties from the date.
- 28.6. EMPLOYMENT OF TECHNICAL STAFF:

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 qualified engineers/Degree holders 3 persons and Diploma Holders 3 persons total not less than Six are to be employed by the contractor.
- ii) One Graduate Engineer and two Diploma holders for works costing more than Rs. 100.00 Lakhs upto 300.00 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.20.00 Lakhs to Rs. 50.00 Lakhs.

NOTE:

1. The technical staff should be on full time and shall be available at site whenever required by Chief Engineer (Civil) or his authorised representative to take instructions from time to time.
2. The names of the technical staff to be employed by the contractor should be furnished to the C.E.(C) or his authorised representative.
3. In case the contractor is already having more than one work on hand and if he is himself qualified engineer and has undertaken to execute more than one work at same time, he should employ separate technical persons on each work.



28.7. SUB-CONTRACTOR / SUB-VENDOR:

The contract agreement may specify major items of supply or services for which the contractor proposed to engage sub-contractor / sub-vendor. The contractor may from time to time propose any addition or deletion from any such list and will submit the proposals in this regard to the Engineer-in-charge / Designated Officer-in-charge for approval well in advance so as not to impede the progress of work. Such approval of the Engineer-in-charge / Designated Officer-in-charge will not relieve the contractor from any of his obligations, duties and responsibilities under the contract.

29. ISSUE OF MATERIALS.

29.1. Area Civil Engineer should maintain sanctioned indent register for Sale Account and Capital Account/Revenue account indents for all works under his jurisdiction. Apart from that E.E.(C)/A.E.(C) and JE.(C)/Supervisor shall also maintain sanctioned indent register for the works in their jurisdiction. The contractor on drawal of material shall produce his challan copy to Supervisor/JE(C) and EE/DE (C) to facilitate them to enter the actual quantity of material drawn against the indented quantity and date of drawal etc. This would help the Supervisor/JE(C) to recover the cost of exact quantities of materials drawn and AE(C)/EE(C) to verify the correctness of recovery. The Area Civil Engineer Office should verify the recoveries with Accounts Department and shall ensure recovery of all indents issued prior to one month from date of bill.

29.2. Transfer of materials issued by Company from One contractor to other shall not be allowed without regular transaction by Addl. C.E.(C) /Area Civil Engineer. Even in the case of two or more works held by the same contractor, the transfer of the material should be strictly with the knowledge of Addl. C.E.(C)/Area Civil Engineer under issue of proper credit notes and indents with necessary entries in the records, and regularised through stores.

29.3. The departmental issue of materials is to be reconciled at various stages of the work to ensure that abnormal variations between the issues and consumption do not occur. It should be ensured that sufficient stock of materials is available and where it is felt necessary the contractor has to make his own arrangements and he should be intimated well in advance, as per terms & conditions of contract.

29.4. CEMENT REGISTER AT SITE:

29.4.1. Where issue of Cement is included in the tender, Cement drawn by the contractor against sanctioned indents is stored at site in the contractor's godown and the cement consumption register is to be maintained as per the stipulated proforma. The opening balance receipts of Cement on the day and the closing balance at the end of the day, shall be entered in the register regularly.



- 29.4.2. The registers are to be signed after checking the godown by the concerned JE(C)/Supervisor daily and the concerned EE/AE shall also check the godown as well as register twice in a week. Area Civil Engineer has to check the stocks atleast once a month. The concerned JE(C)/Supervisor shall also ensure that the consumption is as per the norms.

30. REVIEW OF PROGRESS:

- 30.1. Progress of the work is to be reviewed every month by Addl. C.E.(C)/Area Civil Engineer. Suitable action is to be taken to remove bottle-necks if any from the Department side and the contractor is to be insisted to stick to the detailed programme given by him at the time of signing the agreement.
- 30.2. If the progress is found to be not satisfactory, the contractor shall be cautioned of the poor progress every 2 weeks duly marking copies of such letter to the concerned G.M/C.E.(C).
- 30.3. If the progress of the work is found to be still not satisfactory inspite of letters issued by DY.C.E(C)/DE(C), then Addl.C.E.(C)/ concerned GM shall also issue letters to the contractors highlighting the poor progress and importance of the work vis-à-vis the programme furnished by the contractor. If the contractor fails to show progress as per the programme given by them, the SCCL is at the liberty to initiate action as per CLAUSE-6 of General Conditions of contract. While issuing letters to the contractors during the progress of work, from time to time, the percentage of physical progress, shall be mentioned.
- 30.4. A close monitoring is required, to ensure that the work is progressing as per programme. For this purpose work progress register must be maintained at the site to be inspected by Officers at all levels. The incharge JE(C)/Supervisor is responsible for maintaining the register.
- 30.5. JE(C)/Supervisor has to maintain site order books for each and every work of Capital and Revenue nature. The instructions given by the higher officers during the inspection of works are to be entered in the register and Contractor's signature is to be obtained.

30.6. REGISTERS TO BE MAINTAINED AT WORKS SITES:

The following registers are to be maintained at all works sites of capital nature costing more than Rs.10.00 Lakhs.

a) DAILY EVENT REGISTER:

Showing the labour employed, materials brought to site and work turned out on that day is to be maintained at each site of work. The proforma of the said register is given at Annexure-IX. Concerned JE.(C)/Supervisor has to make all entries daily and concerned Engineer-in-charge of the work (AE/EE/DE(C)'s) has to cer-



tify the same. The register has to be signed by Contractor also. A monthly abstract for each works is to be prepared and the same may be reviewed by concerned Area Engineer/Regional Head of Department during the monthly review meetings.

b) QUALITY CONTROL TEST REGISTER:

Register shall show the quality control tests for all the materials like steel, cement, bricks, coarse aggregates, concrete, water etc., conducted for each work. The register should be kept at site for perusal of the quality control engineer/other officers visiting the site.

c) MONTHLY MONITORING REPORT:

To have effective monitoring on the works, monthly monitoring is to be prepared by the concerned site incharge (JE(C)/Supervisor) and to be certified by Engineer-in-Charge (AE/EE/DE (C)'s). This report is to be submitted to Area-in-Charge by last working day of every month and the same are to be reviewed by the Area Engineer/ Regional head of the Department during the monthly review meetings.

31. PAYMENT OF BILLS:

31.1. The Running Account Bills are recorded by the concerned JE(C) / Supervisors, check measured by the AE/ EE/ DE (C)'s and forwarded to the Addl. C.E.(C)/ Area Civil Engineer for further scrutiny and sending to internal Audit/Finance for effecting payment.

31.2. The norms of Check measurement/Test checks shall be as follows:

AE(C)/ EE(C) Check Measurements of all bills (M&R and capital) foundation: 100% and Super structure items 50% Reinforcement in RCC work 100%.

Area Civil Engineer : Check measurement of 25% of each items of foundation.

DE(C)/ Sr.DE(C) 10% of the measurement of major items in Super structure. 25% of the measurement of reinforcement.

Dy. C.E.(C)/ Check Measurement of 5 % of the measurement Addl.C.E.(C) of major items. For every 3rd running bill and final bill.

31.3. Measurement must be taken periodically and it must be ensured that running account bills are paid once a month.



- 31.4. In case there is no progress in a period or periods such fact also must be recorded in the measurement book and a nil bill raised recording the reasons for non-progress.
- 31.5. It should be ensured that item and quantities are not exceeding beyond tender provision during execution and if there are any inevitable circumstances for exceeding the quantities then it should be immediately brought to the notice of C.E.(C)/GM and sanction is obtained for the additional works from the Competent Authority before execution of the extra items. All items to the extent of work done shall be recorded in MB and payment shall be restricted to the tender Quantity items till R.E is approved.
- 31.6. The cost of departmentally issued materials to the extent utilised on the work (recorded for payment in any particular bill) are to be recovered along with other recoveries, such as Income Tax, water supply charges, power charges, royalties, sales tax on works contract etc.
- 31.7. In case extension of time is not granted, recoveries as per penal rates for delays shall be made. Unless there are very valid reasons, penalty may not be waived while extending the due date especially where there are prima-facie omissions on the part of the contractors.
- 31.8. Waiver of penalty should be dealt depending on the merits of each case. For works costing more than Rs.50.00 Lakhs the waiver shall be examined by a Committee constituted for the purpose.

32. EXTENSION OF TIME.

32.1. TIME LIMIT FOR THE EXECUTION OF WORK & EXTENSION OF TIME:

Since the time is the essence of the contract, it is the responsibility of the contractor to complete the work within the prescribed time. The date of commencement of work shall be the date of marking out and handing over the site.

- 32.2. The contractor shall apply for extension of time atleast one month before expiry of the Agreement period/extended period if already extension is granted earlier, through the Area Civil Engineer Incharge, to G.M./Addl.C.E.(C) accompanied by a written assurance to the following effect "I will not have any claim towards extra amounts incurred whatsoever from our side or towards escalation charges, interest etc., on the above work on account of extension of time granted".
- 32.3. The delays will be determined solely on the basis of daily event register.
- 32.4. DY.C.E.(C)/DE(C) shall review the progress of work atleast two months in advance of the due date of completion. If giving extension of time is justified, suitable recommendation is to be made along with Contractor's letter, to the Competent Authority. Reply to the contractor is to be given in reasonable time whether extension is granted with penalty or without penalty.
- 32.5. **CHIEF ENGINEER (CIVIL)/ CGM/ GM** can sanction extension of time for completing the works as per Delegation of Power.



- 32.6. In case of works costing more than Rs. 20.00 Lakhs but less than Rs. 50.00 Lakhs Functional Director can grant extension of time.
- 32.7. For works costing Rs. 50.00 Lakhs and above initial extension upto 6 months shall be with the approval of the functional Director and beyond this, extension shall be with the approval of CHAIRMAN & MANAGING DIRECTOR after the same is examined by a Committee consisting of C.E (Civil), Chief F&A, G.M (P.I & M) and S.O to Director (Operations).
- 32.8. For the extension of time proposals to be approved by the CHIEF ENGINEER (CIVIL), as per the delegation of powers, approvals can be given by the CHIEF ENGINEER (CIVIL) after due vettation of the proposals by Area Finance and Audit. However, the proposals sent for approval of Directors and above, will be routed through Corporate Finance.

33. DELAYS BY CONTRACTORS AND TERMINATION OF THE WORKS:

- 33.1. Progress of work is to be reviewed every month with the contractor. Suitable action is to be taken to remove bottlenecks if any from the department side and contractor is to be insisted to stick to the detailed programme given by him at the time of signing the agreement.
- 33.2. If the progress, inspite of notices, is found to be unsatisfactory and when all the avenues of persuasion with Contractor are exhausted in achieving the progress, the contractor has to be given minimum 7 days final notice to improve progress, failing which the work has to be closed and terminated with penalties, as per the agreement conditions. Also the site incharge should submit a report accordingly immediately after 7 days notice, for taking further action of termination.
- 33.3. All letters should be sent to Contractor by "Registered Post with Acknowledgement Due" to the declared address and One copy is to be served on the site representative of the Contractor and acknowledgement obtained.
- 33.4. The order of termination of work issued to the Contractor after 7 days final notice shall contain specific mention of the date on which the contractor has to attend the office of Area Civil Engineer for taking joint measurements.
- 33.5. If the contractor does not attend on the specified date, for taking joint measurements, the same are to be recorded by the Site Incharge in the presence of two witnesses. Follow up action may be taken to take possession of the site and take over the work. Final bill with reconciliation of all materials etc., shall be submitted by the Site Incharge to Addl. C.E.(C)/Area Civil Engineer within 15 days from the specified date for joint measurements, along with the estimate for balance works.
- 33.6. Tenders for Balance works are to be called from Addl. C.E.(C)'s/ Area Civil Engineer Office within a month of termination of work and agencies to be fixed within 2 months thereafter. The balance works are to be completed within the shortest reasonable



time, say within 6 months at the maximum and with reasonable rates so that the penalties to be imposed on the original agency can be finalised. If the balance work could not be finalised, the rates of similar approved work or (+)10% on prevailing SR shall be applied to determine the value for completing the balance work. Penalty clauses should be enforced as per tender conditions and clauses of agreement, including the recovery of liquidated damages.

- 33.7. If the recovery is not possible in one work such amounts can be recovered from any of the other works of the agency or from the works where the agency is a partner as per Partnership Deed.

33.8. FORCE MAJEURE CLAUSE :

This will be implemented for the tender works.

The force majeure conditions are such as civil commotion, natural calamities, war, etc., acts of God, strike or lockout in the factory of the contractor and their major sub-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.

- 33.8.1. The successful bidder will intimate in the event of having resort to force majeure clause by a registered letter certified by the appropriate statutory authority the beginning and end of the causes of delay, within fifteen days of the occurrence and cessation of such force majeure condition.

- 33.8.2. The delay arising out of force majeure will be considered for extension. However, company will reserve the right to cancel the contract, if the contractor do not resume the work immediately thereafter. For delays arising out of force majeure, the basis for determination will be daily event register which shall be signed by both parties i.e. contractor and engineer-in-charge.

34. SUPERVISION OF WORKS & DEVIATIONS:

- 34.1. Concerned JE(C)/Supervisor/Engineer Incharge shall be responsible for the quality of work in accordance with the tender specifications. The works shall be carried out strictly in accordance with the tender specifications and the approved drawing given for execution.

- 34.2. As far as possible no deviations from the approved drawings/tender specifications shall take place. However, as soon as the drawings and tender schedules are issued for execution they should be studied in detail. Any deviations likely to occur due to site conditions should be identified and revised quantities shall be worked out well in advance of the starting of the particular item of work. Approval for deviations to be sought well in advance so that progress of work is not affected.

- 34.3. As a matter of fact, it is always desirable that no deviations are ordered during execution of works. It shall be a guiding principle that whenever any deviations are



taken place, it shall be advantageous to the SCCL, but under any circumstances with the prior approval of Competent Authority only.

- 34.4. Even with deviation the materials are to be accepted for good and sufficient reasons the same are to be recorded before accepting. The cost implications as a result of deviation are to be taken into account.
- 34.5. Contractor has to give 3 days notice to the department before offering the material/equipment for inspection.
- 34.6. The Contract value means awarded value including contingencies and approved deviations. During execution of work any additional items/ quantities are executed over and above tender items by quantities with mutual consent and the approval, the same shall become part and partial of Main Work and same conditions as per original agreement are applicable to these additional items by quantities also.

35. FLOW OF DEPARTMENTAL MATERIALS & STOCK-OUT SITUATION.

- 35.1. The concerned Addl. C.E. (c) and Area Civil Engineer Incharge shall foresee the requirement of materials for the works in their jurisdiction vis-à-vis the availability in the stores as well.
- 35.2. If stock-out situations are expected the same shall be intimated to the C.E.(C)/GM and also to the Chief of Purchase and the Functional Directors, if required, for necessary instructions. A close follow-up is required to ensure that continuous flow of departmental materials is there and there is no room for the contractor to say that the work is delayed due to non-availability of the materials to be supplied by the department.
- 35.3. The company reserves the right to supply cement steel, A.C.sheet etc., (unless otherwise specified in the Tender Schedules) according to the availability of stocks at SCCL stores.
- 35.4. The contractor is to be duly informed from time to time in advance that non-availability of material in SCCL stores is no excuse for delay in completion of the contract and he should obtain prior approval from C.E.(C)/ Addl. C.E.(C) for purchasing the material from outside and complete the works within the stipulated period. (Requisition for the material should be submitted to the Addl. C.E.(C) atleast four weeks in advance.).
- 35.5. The contractor should base his tender on the rates of Cement, Steel, and A.C.Sheets at which SCCL proposes to issue as given in the tender schedule. However where the tender provides for supply of materials by contractor the contractor should quote his percentage in Part – A of the tender based on prevailing market rates.
- 35.6. No materials should be issued on Sale Account other than those mentioned in agreement. However when issued under circumstances to be specified, the recovery should be as advised by the accounts department from time to time based on the



open market rate/company's procurement rate plus handling charges whichever is high.

36. Cement and Steel Procured by Contractor:

36.1. Cement : The Company reserves the right to supply Cement (Unless other wise specified in Individual items of Schedule of Quantities) according to the availability of stocks at their stores at the rate of prevailing SR rate per bag of 50 Kgs including cost of bag.

The Contractor should base his tender on the above rates. But in all such cases when the Supply of Cement is not made by the Company as indicated, the Contractor must obtain written approval of G.M. concerned for the rates in Part."A (i)" for arranging the purchase. In such case the quoted percentage on basic rate of Cement as indicated in Part."A (i)" will be paid to Contractor after deducting the cost of Cement at prevailing SR rate per bag from total amount, since basic rate in Part."B" includes cost of cement required. The conditions in PART ."A (i)" for procurement of cement shall be applicable for the procurement made by contractor. Requisition for permission to procure cement shall be submitted to the Company at least two week in advance.

The Contractors who quote discount percentage for Part.A (i) irrespective of percentage recommended for Part.B of tender, the contractor shall be insisted to supply Cement as per tender conditions.

36.2. Steel : The Company reserves the right to supply Steel (Unless other wise specified in Individual items of Schedule of Quantities) according to the availability of stocks at their stores at the following rates. MS Rounds (Bars/Coils/Tor Steel) at prevailing SR rate per quintal and sections at prevailing SR rate per quintal.

The Contractor should base his tender on the above rates. But in all such cases when the Supply of Steel is not made by the Company as indicated, the Contractor must obtain written approval from concerned G.M / Chief Engineer (Civil) for the rates in Part."A (ii)" for arranging the purchases. The conditions in PART ."A (ii)" for procurement of steel shall be applicable for the procurement made by contractor. Requisition for permission to procure Steel shall be submitted to the Company at least two week in advance.

36.2.1. The Contractor has to procure steel from reputed firms like SAIL/TISCO/VSP/IISCO etc. In all such cases the cost of the steel as per bills including cutting and bending charges and all other sundries mentioned in the bill shall be admitted for payment.

37. RECTIFICATIONS DURING EXECUTION OF THE WORKS TILL COMPLETION AND DURING DEFECTS LIABILITY PERIOD.

37.1. The contractor shall be responsible for all the rectifications during execution till the works are completed in all respects as per tender specifications and handed over to the department. If the contractor fails to attend to any rectifications, the same shall be got done by the Field Engineers, with the prior approval of the concerned Addl.



C.E.(C)/GM through any alternative agencies and the additional cost whatsoever shall be charged to the original contractor and deducted from his bills.

- 37.2. The contractor shall be responsible to make good and remedy at his own expense any defects in the work detected by the Engineer Incharge within a period of 12 months from the date of issue of completion Certificate.

A programme shall be drawn by the contractor and the Engineer-in-charge for carrying out the defects by the contractor detected within the defects liability period and if the contractor fails to adhere to this programme the Engineer-in-charge shall be at liberty to carryout the rectifications in any manner considered advisable under the circumstances and the cost of such rectifications shall be chargeable to the contractor and recoverable from any of the pending dues of the contractors or the EMD paid by the Contractors.

- 37.3. It is the Contractor's responsibility to handover the completed works free from any hindrance or obstructions. The contractor has to remove temporary structures and sheds erected for construction purpose and to clean the area of all the debris and excavated earth etc., and hand over the completed works. No plea from the contractor expressing his inability to do so will be entertained. The necessary certificate of the handing over of completed works free from hindrances or obstructions should be obtained. If the contractor fails to comply, the same shall be got done through any other agency and the cost incurred shall be recovered from the contractor.

38. CHECKING THE BILLS:

- 38.1. Checking of bills shall be done in the office of Addl. C.E.(C)/Area Civil Engineer for the technical checking for arithmetic checking and bill preparation. In the technical checking in Civil Engineering Department all items of work are to be checked for correct specifications and rates as per agreement and whether the quantities are in accordance with the provisions and as per plan. After technical checking arithmetical checking of the quantities and calculations including recoveries etc., is done and bill is forwarded to the Internal Audit/Finance.
- 38.2. Format of the checklists for technical checking of the bills in Civil Engineering Department is prescribed. The bills are to be processed in drawing office as per the checklist.

39. FINAL BILL & DEVIATION STATEMENT:

- 39.1. The final bill of the entire work shall be recorded by the concerned JE(C)/ Supervisor on instructions in consultation with the Area Civil Engineer/ Incharge, after the works are completed to the entire satisfaction and in accordance with the provisions of the agreement. The final bill duly check-measured shall be forwarded to Addl.C.E.(C)/ Area Civil Engineer within one month after completing the work and also after ensuring all rectifications, if any, are attended for further scrutiny and Auditing by internal audit/finance.



- 39.2. While forwarding the final bill by the Field Engineers to the Addl.C.E.(C), it should be accompanied by a deviation statement as per format prescribed, wherein the item-wise quantities and amounts as per agreement are compared with the actual quantities and amounts and an over all picture of (+) or (-) over the approved estimate is evaluated. If there is any extra sanction required, a separate note shall be prepared by Area Civil Engineer/ Addl. C.E.(C) for approval of competent authority and the same shall form part of the final bill.
- 39.3. The EMD shall be released subsequently 12 months after completion of work (i.e. defect liability period) in accordance with relevant agreement terms and after ensuring that there are no further recoveries outstanding against the contractor on that particular work. A certificate shall be furnished by the Field Engineer that there are no outstanding indents and other recoveries and then only the Accounts Department shall be advised by the Addl. C.E.(C)/Area Engineer to release the EMD to the Contractor.
- 39.4. In case, the works under any contract are completed physically, except for rectifications, a pre-final bill may be paid to the contractor, retaining sufficient amount to cover the cost of rectifications to be carried out.
- 39.5. The following documents shall accompany the final bill:
- a) All the MBs.
 - b) Deviation statement.
 - c) Reconciliation of departmental materials
 - d) Original bills, if there is local purchase of Cement & Steel permitted.
 - e) Credit notes and challans, if the extra materials are to be returned back to the stores by the Contractor.
 - f) Water Supply charges – Statement.
 - g) Power Supply charges – Statement.
 - h) Details of Hire charges of departmental Plant & Machinery (Road rollers/Asphalt mixer etc.)
 - i) Other certificates regarding the site clearance by the contractor.
 - j) Certificate regarding dates of markout and date of completion
 - k) Completion report-cum-contractors declaration (format is prescribed).
 - l) 'No Claim Certificate' regarding measurements and rates duly signed by contractor in the MB.
 - m) Completion drawing.
 - n) Copies of approved data/derived rates if any.
 - o) Final bill and Pay Sheet.
 - p) Any other relevant information.

40. PART RATES AND DERIVED RATES:

- 40.1. Whenever any change or modification in the tender specification is ordered, derived rate shall be worked out based upon company schedule of rates. In case of new items not available in S.R., data rate on actual working cost (+) 12 ½ % to be proposed. Derived rates are approved by Addl. C.E (Civil) while data rates are to be approved by C.E.(CIVIL).



- 40.2. Part rates for the work done can be allowed by the Area Engineers in running bills depending on the progress and balance is released after completion. E.g: part rate is paid for RCC slab soon after casting and full rate is released after 21 days curing

41. ADVANCE ON BOUGHT OUT MATERIALS:

- 41.1. Against the tender items requiring procurement of materials from market, part payment will be made as given below, unless otherwise specified

- | | |
|--|---|
| a) Sanitary materials, water supply materials, polished shahabad stone, glazed tiles, doors and windows. | 60% of the approved tender rates for the item for completed work. |
| b) Steel Procured under Part.A(ii). | 90% of the approved tender rate for supply of Steel work |
| c) Steel doors/Windows | 75% of approved rate for completed work. |

d) Part payments for Wooden Door & Window :

		When combined rate is given for frame and shutter		When separate rates are given for frames and shutters
		D Type	Higher type	
1	Door frame fixed at site	30%	40%	75%
2	Door shutter kept at site	30%	40%	60%
3	Door shutters fixed with all fittings in position	90%	90%	90%
4	To be paid along with final bill	100%	100%	100%

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.

- 41.2. The cost of steel shall be paid as per the paid bills of M/s.SAIL, TISCO, VSP etc., including cutting and delivery and other sundry charges mentioned in the bill.

- 41.3. No advance shall be paid on other items like sand, metal, stone, bricks etc.,

- 41.4. The advance on the bought-out items shall be recommended only on a clear assurance from the contractor in the measurement book (MB) to the following effect:

- " The subject materials on which advance payment is sought are procured by me/us as per the bills enclosed and are meant for the subject contract".
- "I/We shall be responsible for the safe custody of the materials stacked at site and for which advances are proposed to be paid under this bill and any loss or damage to such materials shall be to my/our account".

42. RECOVERIES ON EXCESS MATERIALS NOT RETURNED BACK BY THE CONTRACTOR:



- 42.1. The contractor shall return back all departmental materials which are not utilised at the work after completion of the work (based on materials reconciliation book at site) to the concerned divisional stores, obtain credit notes from the divisional stores and produce the same to the Field Engineers for making appropriate entries in the measurements book and final bill. While reconciling the quantities issued, a wastage 2% for Cement and 5% for Steel can be considered. However payment will be made for the net quantity used on the work.
- 42.2. If the excess drawn materials are not returned back by the contractor as mentioned above as per reconciliation procedures in vogue from time to time recoveries shall be effected at penal rates in the final bill as per the norms given below:
- | | | |
|------|------------|--------------------|
| i) | Cement | 2 times issue rate |
| ii) | Steel | 2 times issue rate |
| iii) | A.C.Sheets | 2 times issue rate |
43. **RECOVERIES TOWARDS WAGES OF ROAD ROLLER DRIVER, SHORT FIRER ETC.:** For Company's Road Roller driver and short firer etc recovery of wages, shall be as per Company's earning per Manshift of previous financial year:
44. **RECOVERY TOWARDS EXPLOSIVES:** Recovery towards cost of explosives issued to the contractor shall be made as per the rates in the purchase order placed during the period of execution or the nearest order available.
45. **PAYMENTS FOR ITEMS OF WORKS DEVIATED FROM THE ITEMS/QUANTITIES MENTIONED IN THE AGREEMENT.**
- 45.1. Deviations to the extent of 10% of the original contract value can be approved by the same authority which has initially approved the contract, provided the overall financial limits as per delegation of powers is not exceeded. In case, the total value of work including value of deviations exceeds the financial limits as per Delegations of Powers, approval is to be obtained from the next higher authority. The approved value including contingencies shall be considered for calculation percentage of variation.
- 45.2. Where deviations exceed the 10% of original contract value, approval of next higher authority is to be obtained.
- 45.3. Financial clearance needed in the above cases will be as under:
- The original contract is approved, subject to about 5% contingencies and this takes care of variation of quantities in execution and also for certain new items that could come up during execution. Therefore if the total contract value is not exceeding the value including contingencies no separate financial clearance is called for as sanctions has been accorded for the same by competent authority at the time of original sanction itself for the contingencies amount also.
 - Over and above 5 % value, it is essential that proposal is to be vetted in finance before approval of competent authority. Sanctioning authority would be the same as spelt out in delegation of powers.



- 45.4. The overall excess execution and less execution in a particular contract should be considered for taking sanction of Competent Authority.
- 45.5. Whenever the quantities exceed 30% in independent item and also where the value of the total variation exceeds 10% on higher side the approval of competent authority has to be obtained. If the variations are on Lower side i.e. less than 10% the Original approving authority can approve the deviations.
- 45.6. The technical approval of Addl.CE.(C) in respect of all deviations is necessary even though the execution value is within the sanctioned amount including contingencies.
- 45.7. If the deviations in the value of work result in savings over 10%, the deviation proposal can be approved by the authority, who approved the original tender provided no undue advantage accrues to the contractor.
- 45.8. In case of works approved by C & M D., or Board of Directors, the C & M D., of SCCL. can approve the deviations upto 30% above the original approved cost of the work.

46. PAYMENTS OF BILLS & INTEREST.

- 46.1 All running bills of capital works shall be recorded on monthly basis.
- 46.2 The JE.(C)/Supervisor who supervised the work shall be responsible to record and submit the final bill within 1 months of completion of work to Area Civil Engineer/ Addl.C.E.(C). After scrutiny of final bill in the Office of Area Civil Engineer/Addl. C.E.(C)/Finance/ Audit departments it should be ensured that the same is paid within 3 months from the date of completion of work. In the abstract of each bill blank space shall be left in the MB on right side for entering the figures against each item by Finance and Audit to avoid corrections in M.B.
- 46.3 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.



CHAPTER V

MAINTENANCE & REPAIRS (M & R) WORKS

47. INTRODUCTION

- 47.1. The job of maintenance and repairs (M&R) to the Buildings, Roads, Sanitation and Water Supply also is a very important activity in the Civil Engineering Department.

All these M&R works shall be charged to Revenue Budget.

The Revenue Budget (Functional Budget) is approved for each year and it shall be ensured that the actual expenditure on Revenue account shall not exceed the approved Functional Budget. The M&R works can be broadly classified into three categories namely:

- i. Normal maintenance and repair works.
- ii. Special maintenance and repair works.
- iii. Other Revenue works.

48. NORMAL M & R WORK:

- 48.1. Maintenance and repairs of residential buildings is the major activity out of all M&R works. The normal M&R in township consists of the following works:

- a) White washing, painting and patch works to walls and flooring to buildings and other miscellaneous repair works.
- b) Patch works and berms maintenance of the roads and masonry drains.
- c) Regular maintenance of filter beds viz., removing silt, cleaning and white washing, refilling filter media (sand, gravel etc.) and transporting removed silt etc., and works required thereto.
- d) Regular maintenance of water supply lines and the connected works.
- e) Regular maintenance of sanitary lines and connected works.

- 48.2. The norms for taking up the normal M&R works for buildings shall be as follows:

- a) Residential buildings; once in 3 years, i.e. each year nearly 1/3 of total quarters will be attended for white washing, painting, patch of works to walls and flooring, repairs to door/windows etc.
- b) White washing to kitchen and toilets can be done at the time of change of occupancy for residential buildings.
- c) Dispensaries/Hospitals: Once in 3 years. However, the Kitchens, Toilets and Verandahs can be attended every year. Painting once in 3 years.



- d) Schools, Colleges, Offices and all other Public Buildings: Once in 3 years.
- e) Canteens: Once in every year.

49. SPECIAL M & R WORKS :

- 49.1. In certain old areas like Kothagudem Belampalli and Yellandu, some of the buildings including workmen quarters that were constructed very long back have outlasted and require major repairs.
- 49.2. In certain old quarters it is noticed that except foundations, the balance entire structure, that is super structure roofing, doors and windows, flooring etc., are to be re-done to make the quarter suitable for occupation. If such major repairs are not taken up, then such quarters may not be fit for occupation as it would be dangerous for the occupants and are to be vacated immediately by the occupants, in which case the percentage of housing satisfaction will suffer badly. As such, major repair works are inevitable in such cases.
- 49.3. The following works can be classified as special M & R works and are to be attended as and when required, in view of the safety of the structure involved.
 - a) Dismantling Mangalore tiled/A.C. Sheet roofs and re-roofing the same.
 - b) Re-construction of damaged walls.
 - c) Complete re-doing of the floorings.
 - d) Complete re-plastering to the walls.
 - e) Any additions to the existing buildings with prior approval of competent authority.

50. OTHER REVENUE WORKS.

- 50.1. Major maintenance of road works, i.e. renewal coat of asphalt as and when required, complete re-laying of sanitary lines, complete re-laying of water supply lines etc., shall come under this category.
- 50.2. Construction of small sheds, garages, additions to buildings of small value also comes under this category.
- 50.3. For taking up such works Functional Budget is sanctioned year wise after which a note shall be put up to GM/C.E.(C) for approval of particular work and after receiving approval, tender action is taken and works executed.



51. TENDERS FOR M & R WORKS.

- 51.1. For normal M&R works, after estimating the quantum of work, item-wise for a year, tenders are called separately for each section duly issuing Tender Notice in the prescribed proforma. The tenders are floated, received and processed in the same procedure as explained in Chapter – II & III.
- 51.2. The approval of M&R Tender is communicated to the contractor through a work award letter duly marking a copy to the Area Civil Engineers for taking up the M&R works. The field Engineers shall identify the M & R works required to be taken up on any particular residential building, public building etc., after due inspection by the supervisory staff and make estimates for individual units of buildings/residential quarters separately.
- 51.3. For each estimate, a job work order is placed in prescribed format (in quadruplicate) and the signature of the M&R works contractor is obtained on the work orders in quadruplicate and accompanied by the detailed estimate of the individual work, the same shall be put up for approval of the Addl. C.E.(C)/GM. No financial clearance is necessary for placing work orders on approved tenders as long as award value is not exceeded. After approval of the work order, the contractor shall be advised by sending a copy of the work order, to take up the job in that particular residential quarter/public building. The work order shall be enclosed to the bill while sending to Finance.
- 51.4. The same procedure is followed in case of filter beds, maintenance of roads, sanitary lines etc., also. The job work orders are placed for each and every petty work. In case of filter beds maintenance, work orders are placed by making an estimate for the requirement of maintenance for one month and after approval of the work order by Addl. C.E.(C)/GM the work is taken up through the contractor.
- 51.5. No Financial clearance for placing work orders is necessary as long as tender value is not exceeded.
- 51.6. At frequent intervals, say once in a month/2 months, the quantum of work turned out on job work orders under each M&R tender, shall be assessed to ensure that the total amount on all the work orders shall not exceed the tender cost and further work orders shall be stopped as and when the approved tender amount is exhausted. Such statement shall be sent to Finance

52. PAYMENT OF BILLS ON M & R WORKS:

- 52.1. After completion of the job entrusted through any work order as mentioned above, the work shall be inspected by the supervisor and recorded in the measurement book. The area civil engineer incharge shall check-measure the work carried out as per the requirements within the cost approved for the order, and M.B. shall be submitted to Addl. C.E.(C)/GM for passing and then sent to internal audit for scrutiny and payment.



- 52.2. Since there would be many such petty job work orders placed for individual houses/works a reasonable short interval of time period is to be specified on the work order in the appropriate column provided therefor, and it shall be ensured that the work is completed within the time.
- 52.3. The bills on the job work orders shall be recorded and sent for payment within a reasonable time.
- 52.4. A fresh tender shall be called once the existing tender amount is utilised to the extent of about 90 %.
- 52.5. As far as possible, since these are small job work orders, payment shall be in the form of CC1 and final bills only and R.A. bills shall be avoided.
- 52.6. However, for special M&R works and other Revenue works for which tenders are called separately, R.A. bills shall be paid depending upon the progress and quantum of work and final bill is paid after completion of the entire work as per the tender. The procedure of recording measurements in the M.B. check measurement by the field Engineers and processing of the R.A. bills as well as the final bills shall be the same as explained in Chapter-IV under relevant paragraphs.

53. WORK ORDER REGISTERS.

- 53.1. A register in prescribed format shall be maintained by Field Engineers as well as in the Office of Area Civil Engineer. As and when a work order is approved by Addl. C.E.(C)/GM the same shall be given serial number starting from the beginning of financial year and the details of work order (name of work, amount sanctioned, work order number and Date) are entered in the register.
- 53.2. As and when the Final bill, is sent for payment the same shall be again entered in the register against concerned work order number and rounded off, so that repetition of payments is avoided.

54. AREA REGISTERS:

- 54.1. Area Register shall be maintained as per the prescribed format at Area Civil Engineers Office. In this register, one folio is allotted for each residential building as well as each public building. As and when any M&R work is under taken and payment made, immediately the details of work carried out, the date of payment etc., are recorded against the relevant building in the folio allotted for the same. This facilitates in taking up works only as per norms i.e. once in 3 years or 2 years or 1 year, as the case may be, depending upon the type of buildings as mentioned at para 48.2 above.



55. ISSUE OF MATERIALS TO CONTRACTORS AND RECOVERIES

- 55.1. In case of the M&R and other revenue works also, certain materials like steel, cement, A.C.sheets etc., shall be supplied departmentally to the contractors, against sale account indents/revenue indents. The materials are issued separately for each job work order on sanctioned indents. Recovery of the cost of materials like Cement, and Steel shall be effected from the R.A. and Final Bill of the job work orders by making theoretical reconciliation statement along with final bill of each of the work orders. Any excess materials not returned back by the contractor shall be recovered at penal rates as per the procedure explained in the Chapter-IV.

56. SUPPLY OF BUILDING MATERIALS TO PITS:

- 56.1. Building materials like sand, metal, C.R., stone, bricks, UCRs and hollow blocks are to be supplied to the mines for ventilation stoppings, isolation stoppings, construction of waterdams etc. The requirement of these materials per annum shall be furnished by the concerned mine managers through GM of the concerned area atleast 2 months in advance to the Area Civil Engineer for floating tenders.

On awarding the works and completing the formalities like concluding agreement with contractor by GM of the area the award letter will be communicated to the concerned mine manager to enable him to advise the contractor to commence supplies of materials. Recording of bills for Pit Materials is the responsibility of the mine authority.

- 56.2. Tenders for supply of materials like C.R.stone, sand, bricks and metal shall be called for each mine or a group of mines separately, depending upon the quantum of the work. Calling of tenders, processing, approval and agreement shall be as per same procedure explained in Chapter –I,III&IV.
- 56.3. For supply of cement departmentally, sale account indents duly approved by G.M., shall be issued to the contractor and recoveries are effected as per the agreement rates from the progressive bills. The procedure for placing indents, approval, issue of cement and cement stock register and recoveries in the bills, shall be same as mentioned in Chapter – IV.
- 56.4. The payment of bills for pit materials like hollow blocks C.R. stone, bricks, sand, metal etc., supplied to mines shall be made through mine surveyors and mine Managers (though the tenders shall be called and awarded through Civil Department for these materials). The responsibility to get the hollow blocks, bricks tested to satisfy the requirements lies with mine authorities.



CHAPTER – VI

IMPORTANT MISCELLANEOUS ISSUES:

57. INTRODUCTION.

- 57.1. In the previous chapters, procedures and norms in preparation of estimates, calling tenders, execution of works and Registration of contractors etc., have been explained. In addition to these procedures and norms there are a few more important miscellaneous issues including certain statutory provisions as well as technical issues, which are explained in this chapter.

58. CONTRACT LABOUR ACT – PAYMENT OF MINIMUM WAGES:

- 58.1. The contractors shall scrupulously follow and adhere to the various provisions of relevant Acts connected to Minimum Wages to labour Etc., amended from time to time, along with the relevant G.Os.
- 58.2. As per the Act, the contractor shall obtain licenses from the Asst. Labour Commissioner for the maximum number of workers employed on any day on the work. For this purpose, while awarding the work, a certificate in "Form-1" signed by the Principal employer (namely Area Civil Engineer) shall be issued to the contractor along with the work award letter, to facilitate the contractor to produce the same before the Asst. Labour Commissioner and to get the labour license.
- 58.3. It is to be ensured by the Field Engineers that the contractors shall pay the labour employed with them on the contract work, minimum wages prescribed from time to time by the Government. The contractors as per the Act shall maintain the relevant Register and Returns as per statute, at site.
- 58.4. All Laws of Land should be followed by the tenderer and any deviation is at the risk of tenderer.

59. TAXES (DIRECT & INDIRECT) DUTIES AND ROYALTY/ SEIGNIORAGE CHARGES.

- 59.1.1. The quoted offer must include all types of State and Central taxes and duties etc., including APGST on works contract and Seigniorage/ Royalty charges.
- 59.1.2. The Seigniorage/Royalty charges on minerals applicable as on date of receipt of tender shall be applicable. Subject to clause (59.1.5), any increase in Seigniorage/ Royalty charge during the execution of the contract shall be reimbursed by SCCL.
- 59.1.3. Subject to clause (59.1.5), any increase in the APGST on works contract during the execution of contract shall be reimbursed by SCCL. As on date, APGST on works contract is 8% under section 5 F and 4 % under section 5 G of APGST Act.



59.1.4. APGST on works contract will be recovered at source as per the direction of the Government from time to time from the bills of the contractor. At present under section 5 H of APGST Act 4% is to be deducted from the contractor's bills at source.

59.1.5. Any increase in Seigniorage/Royalty charges and APGST on works contract after expiry of the original due date of completion as per contract (i.e., during the extended period of contract) shall be to the contractor's account.

59.1.6. Any advantage accrued to the contractor due to reduction in Seigniorage/Royalty charges and APGST during the subsistence of contract shall be passed on to SCCL.

60. ROYALTY CHARGES :

SCCL does not have any quarry leases for stone, metal sand etc. It is the contractor's responsibility to get necessary permits direct from the Government and procure materials of good quality as approved by SCCL. The contractor shall be responsible to produce documentary evidence for having paid the Seigniorage fee and Cess to the Government as otherwise the Seigniorage fee and Cess will be recovered from the bills and paid to the Government as per the charges prescribed by the Government from time to time.

The contractor shall also be responsible for compliance with the provisions of GO.Ms. No. 243 Industries and Commerce Depart dt. 8.5.86. Failure to do so and the resultant inconvenience, delay in execution of works and loss caused to SCCL shall be at the risk and expense of the contractor.

61. DISPUTES/ARBITRATION:

61.1. All disputes or differences whatsoever which may at any time hereinafter arise between the Company and the Contractor or their respective representatives touching these presents or the subject matter hereof or arising out of or in relation thereto respectively and whether as to the construction of the terms of these presents or performance or breach of contract or entitlement for damages or otherwise shall be referred to a single Arbitrator to be nominated by the C&MD of the Company. The disputes up to Rs. 50,000/- shall be adjudicated by the Arbitrator to be nominated by C&MD of SCCL. Claims above Rs. 50,000/- in value shall be decided by CIVIL COURT of competent jurisdiction and not by arbitration. The parties raising the dispute shall request the C&MD of the Company to nominate an Arbitrator and a copy of such request should be served on the other party. If the dispute is raised by the contractor, a notice should be served on concerned G.M/Addl.C.E.(C)/C.E.(C). If the dispute is raised on behalf of the Company, it should be raised by concerned GM/Addl.C.E.(C)/ C.E.(C) who is representing the Company. If the C&MD of the Company does not nominate an Arbitrator within one month of the receipt of the notice or if the nominated Arbitrator neglects or refuses to act or becomes incapable of acting or dies, a fresh notice shall be given to C&MD of the Company requesting him to nominate the Arbitrator/fresh Arbitrator as the case may be. If an Arbitrator is not nominated after the expiry of one month period from the date of receipt of the second notice, it should be presumed that the C&MD of the Company is not willing to nominate any Arbitrator. In such an event, the intention of the parties is that the vacancy



of Arbitrator should not be supplied/filled and this Arbitration Agreement shall automatically lapse. In the event of the C&MD of the company nominating an Arbitrator, the party raising the dispute shall prefer its claims before the Arbitrator along with a notice to the other party. The venue of the Arbitration shall be as mutually decided by the parties. If no agreement could be reached on the venue, the Arbitration shall be conducted at Kothagudem.

For all the matters touching the Arbitration, the Courts at Kothagudem shall alone have jurisdiction to the exclusion of the other Courts.

62. BANK GUARANTEE AGAINST EMD.

62.1. Wherever Bank Guarantee (BG) is furnished against EMD, the validity of the Bank Guarantee shall be verified and any extension if required, the contractors shall be addressed at least a month in advance as per terms & conditions of Bank Guarantee with a copy marked to the concerned Bank, for extension of the Bank Guarantee failing which the Bank Guarantee shall be encashed in accordance with the relevant provisions. Hence, a close monitoring of the validity of various Bank Guarantees, shall be done by the Addl. C.E(C)/Area Civil Engineer.

62.2. The EMD (For works up – to Rs.3.00 Crores) shall be refunded to the contractor 12 months after completion of the work by sending necessary advice letters to the Finance Department in the prescribed proforma. However, it shall be ensured that there are no outstanding recoveries against the contractor, before releasing the EMD. If there are any recoveries pending, the same shall be deducted from EMD.

62.3. Above Rs.3.00 Crores the EMD shall be returned as per 27.2.2.

63. BURNING BRICKS IN COMPANY'S LAND.

63.1. Whenever contractor requests for allotment of suitable Company's Land for making bricks required for the work allotted to him permission may be given by the concerned G.M., subject to the condition that the contractor will have to level up the ground before handing over the same to the company.

63.2. There is a practice of supplying Coal to the contractors if requisitioned for burning the bricks and lime required for the work awarded to them. In such cases, the requirement of Coal shall be worked out based upon norms of SCCL S.R., and necessary recommendation shall be sent to the Chief M & M to issue Sale Notes to the contractor for the required Coal.

64. ALLOWANCE OF WASTAGE ON DEPARTMENTAL MATERIALS:

64.1. To the extent of theoretical requirement worked out as per the standard norms, there shall be normal recovery as per the agreement (issue) rates for all the departmental materials like Cement, Steel, A.C.Sheets etc. However, over and above the theoretical requirement, a nominal percentage of 2% for Cement and 5% for Steel, shall also be allowed to take care of the wastage during the course of execution of the work. This allowance of wastage shall be as per the standard norms approved and fixed by C.E.(C) from time to time.



- 64.2. For the materials drawn by the contractor over and above the theoretical requirement plus the standard allowance for wastage and not returned back to the department recovery shall be at penal rates, as prescribed at 42.2 of Chapter - IV.

65. NO NEW WORKS AGAINST SAVINGS IN TENDER:

- 65.1. During execution, only the works provided in that particular tender, shall be carried out and new works (outside the scope of the contract) shall not be taken up even within the savings available in that particular tender except with the approval of the authority who has approved the tender.

66. ASSETS REGISTER:

Area Civil Engineers have to maintain the assets register for the structures in their area. Soon after completion of a structure the details of the same (viz.) plinth area, nature of roof, completion cost, completion date shall be entered in the register. Copy of the same shall be sent to Estates Department.

67. ADDITIONS/DELETIONS OF CLAUSES & COMPETENT AUTHORITY.:

- 67.1. Any additions/deletions of clauses to/from the provisions stated in manual shall be done with due approval of the Chairman & Managing Director.

68. GENERAL CONSULTANTS:-

A firm which has been engaged by the company to provide goods or works for a project and any of its affiliates will be disqualified from providing consulting services for the same project. Conversely, a firm hired to provide consulting services for the preparation or the implementation of the project any of its affiliates will be disqualified from subsequently providing goods or works or services related to the initial assignment for the same project.

Consultants or any of their affiliates will not be hired any assignment which by its nature, may be in conflict with the another assignment of the consultants.

**ANNEXURE -I****FRAUD INDICATORS :**

- Presence of factors which indicate a potential for fraud.
- To alert the management to the possibility of fraud.

Following are some of the indicators of fraud.

◆ SUBMISSION OF TENDERS.

- ❖ Improper acceptance of late bids.
- ❖ Information contained in the bids concerning contractor's qualifications, financial capability, facilities etc., which does not agree with, third party information or knowledge gained from previous contractor.
- ❖ Collusion or tender rigging between bidders (complementary tendering, tender rotation, sharing of market).

For example,

- Contractors who are qualified and capable of submitting their tenders do not do so for no apparent reason.
- The successful tenderer sub contracts works to companies that had submitted higher tenders.
- A pattern in rotation of lowest tender between companies who have tendered.
- Joint venture bids when the partners of that venture could have bid individually.

◆ AWARD OF CONTRACT:

- ❖ Disqualification of the lowest tenderer on flimsy grounds, especially the one who has already been executing contract.
- ❖ Unexplained changes in contract shortly after award.
- ❖ Contracts awarded to those with poor performance record.
- ❖ Poor documentation of contract award process.

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ANNEXURE - II

CHECK LIST BEFORE AWARD OF WORK**1. COST ESTIMATE**

- | | |
|--|--------|
| a) Whether the evaluated cost is within 10% of the estimated cost. | YES/NO |
| b) If the answer is No, indicate the relevant pages on which this aspect has been discussed in the evaluation report. | YES/NO |
| c) Whether there is any change in the technical specifications after the cost estimate has been prepared | YES/NO |
| d) If the answer is Yes, indicate the relevant pages on which this aspect has been discussed in the evaluation report. | YES/NO |

2. EVALUATION

- | | |
|--|--------|
| a) Whether the bidder recommended for award of contract is the lowest evaluated bidder. | YES/NO |
| b) If No, indicate relevant pages on which this aspect has been discussed in the evaluation report. | YES/NO |
| c) Whether the lowest evaluated bidder is also the one who has quoted the lowest price. | YES/NO |
| d) If Yes, indicate the pages on which this aspect has been discussed in the evaluation report. | YES/NO |
| 3. Whether all the correspondence that have been exchanged between the Company and bidders prior to price bid opening has been taken into account for evaluation of the bid. | YES/NO |
| 4. Whether all the deviations sought by the bidders have been taken into account for evaluation of the bid. | YES/NO |
| 5. The details of cost compensation deviation sought by the three lowest evaluated bidders may be explained in brief separately in a statement. | |
| 6. The evaluated price of the bidder to whom the contract is proposed to be awarded. | |
| 7. The award price recommended by the Committee. | |
| 8. It is certified that, | |
| a) the bids have been evaluated in accordance with the set criteria mentioned in the bid documents (quote the relevant pages). | |
| b) all deviations sought by the bidders has been suitably cost compensated where ever required. | |
| c) that other deviations that have been sought have no cost implications and will not render the bid technically non responsive, and | |
| d) the past performance of the lowest evaluated bidder has been found generally satisfactory (where ever possible). | |

Head of the department Coordinating the award of contract



THE SINGARENI COLLIERIES COMPANY LIMITED
(A Govt. company) Kothagudem

Sealed tenders are invited by the undersigned from the contractors of P.W.D., Railways and firms of repute for the following works. The intending tenderer should be duly registered in Singareni Collieries Company Limited. The contractors who have carried out similar work of similar magnitude only need apply. The contractors who have got experience in similar type of work and capable of carrying out works as per the time schedule should enclose copies of the certificates issued by the competent authority along with the application. Tender schedules will be issued only to the contractors with satisfactory record of work.

1. The intending tenderers are required to submit the EMD amount at the time of submission of filled in tender schedules for works costing more than Rs 50.00 Lakhs.
2. Contractors approaching for tender schedule have to produce a certificate from any of our areas, where they are doing works during the last 3years OR they have to produce a renewal certificate form Chief Engineer (civil), otherwise tender schedule will not be issued to them.
3. Tender schedule will be sold to the contractors or through his authorised representative from the date of publication of the tender notice. Tender schedule can be supplied by post if requested by the contractor. However company will not be responsible for postal delay. For tenders other than advertised in news papers ,tender schedule should be collected in person (contractor/his authorised representative) after payment of tender cost in cash only. Tender schedules will be sold till dt..... up to 4.00 PM at the office of the



- 4a. The tenderers are allowed to submit the duly filled in tenders personally or through his authorised representative or by post during the working hours on any working day from the date of publication of tender notice up to the time and date as indicated below. However in case of tenders submitted by post, company will not be responsible for non-receipt or delay in receipt of tenders.
- 4b. The tenders will be received up to 3.00 P.M on dt.....and will be opened at 4.00PM on the same date at the office of
5. Earnest Money Deposit can be paid in the form of cash deposit/Demand Draft (D.D.)/Fixed Deposit Receipt (FDR). However Bank guarantees will be allowed only in case of Govt./Quasi Govt. contracting agencies from any Nationalised Banks. In case of cash deposit the EMD can be paid in the cash office of SCCL at our cash officeor the Earnest Money Deposit can be paid in the form of FDR duly endorsed in favour of SCCL. If the EMD is to be paid in the form of DD., it should be payable aton branch of any Nationalised Bank.
6. "FDRs / DDs etc., so submitted should be valid for a minimum period of 4months from the date of opening of the tender as indicated in para No.4(b) above. The same shall be extended by the successful tenderer for the duration of contract till Earnest Money is refunded".
7. "The tenderer has to keep his tender valid for 4months from the date of opening of the tender".
8. Request for adjustment of pending bills towards Earnest Money OR re-submission of once discharged FDR taken on other works will not be entertained.
9. The Earnest Money Deposit will be refunded to the unsuccessful tenderer on application at the expiry of the period of validity of tender or the entrustment of the work to the successful tenderer, whichever is earlier. In case of two price bid, EMD of those tenderers whose part. A is not qualified will be returned immediately on approval.
10. Tender should be submitted only in tender schedule form purchased by the tenderer from the company. Offers which are not submitted in the tender schedule form sold by the company will be summarily rejected.
11. Deviations sought by the contractor either of commercial or technical in nature must only be given in the schedules prescribed. Any willful attempt by the contractor to camouflage the deviations by giving them in the covering letter or in any other documents than the prescribed schedules may render the bid itself non responsive.
12. The cost of tender schedule will not be refunded to the buyer under any circumstances.
13. Conditional tenders will not be accepted.



14. The undersigned reserves the right to accept any tender in full OR in part OR to reject any OR all tenders without assigning reasons. SCCL does not bind itself to place orders for all items enquired for and reserves the right to distribute the orders for any or all items among more than one tenderer.

CHIEF ENGINEER (CIVIL) /
GENERAL MANAGER

Place-
Dt.



ANNEXURE-IV

**THE SINGARENI COLLIERIES COMPANY LIMITED
(A Government Company)****TENDER**

CHIEF ENGINEER (CIVIL) /
THE GENERAL MANAGER

Tender Notice No: _____
Total No. of Pages: _____
Cost of Tender Form: Rs. _____ S.T. _____
Sold at: _____ Office _____
Receipt No: _____ Dated: _____
Sold to Contractor Sri _____
Reg. No: _____

EMD Particulars:

Valid Up to _____

OFFICE SUPERINTENDENT

Dear Sir,

I/We beg to tender for the following work at -----Collieries as per the over all uniform percentage quoted against the estimated rates given in the schedule of specifications attached herewith which will be firm till completion of work and should the tender accepted. I/We hereby bind myself /ourselves to complete the work within the period stipulated below;

Description of work	Place	Time of Completion

1. I/We note that any delay in acknowledging the receipt of award letter within 15 days of mailing will be a breach of contract and I/We shall be liable for forfeiture of the E.M.D by SCCL.
2. I/We further agree to sign an agreement bond within two weeks from the date of acceptance of my/our tender failing which I/We shall be liable for forfeiture of the earnest money deposit by SCCL.



3. I/We also agree to start 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 specifications and conditions of contract failing which I/We shall be liable for the forfeiture of the EMD in full and contract will be considered as cancelled.
4. I/We have not been banned or delisted by any Govt. / Quasi Govt. organisations
YES / NO
5. I/We agree to pay the wages to the labour employed by us on Civil works as per the minimum wages act in force from time to time by the Government.
6. 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:

Yours faithfully,

Station:

Date:

Signature of the Contractor



ANNEXURE-V

THE SINGARENI COLLIERIES COMPANY LIMITED.
(A Government Company)

Specifications together with schedule of approximate quantities for the work

NOTE:

- 1) Tenderers are expected to have previous experience of similar works and before quoting their overall uniform percentage they shall enquire and inspect the site of the proposed work, study the physical conditions prevailing at the site, sufficiently and means of transporting all materials, labour, plant, power, water and any other matters or things required in connection with the works. They should examine the quarries and satisfy themselves about the availability of the works. They should examine the quarries and satisfy themselves about the availability of hard quality materials either from quarries acquired by the Company or otherwise. After acceptance of tender, no claims will be entertained for leads or for any other reasons, what-so-ever.
- 2) a) The schedule of quantities contains the Company's estimated rates for all items based on 2000 SR., of SCCL. The tenderer shall quote at the end of the schedule on overall uniform percentage for entire work(+) OR (-) OR AT PAR over the Company's estimated rates which shall be firm till completion of the work. No alterations (additions or deletions) shall be made to the tender schedule, conditions of contract, specifications, schedule of approximate quantities etc. The tenderer shall submit the offer only in the prescribed tender schedule issued to them. Offers submitted in any other form (other than schedule issued to them) shall be summarily rejected.
- b) Contractors must quote their percentage both in WORDS and FIGURES in case of any Discrepancy between the words & figures, the words shall prevail. No further correspondence in this regard will be entertained.
- c) **PRICE VARIATION CLAUSE:**
For all the works whose awarded value including contingencies exceeding Rs. 50.00 Lakhs, including contingencies and which are having specified Agreement time duration of more than one year, the price variation will be allowed as per the following formula.

$$V = W \left\{ \left(\frac{X}{100} \times \frac{M_1 - M_0}{M_0} \right) + \left(\frac{Y}{100} \times \frac{L_1 - L_0}{L_0} \right) + \left(\frac{Z}{100} \times \frac{F_1 - F_0}{F_0} \right) \right\}$$

WHERE



V= Variation in cost i.e.; increase OR Decrease in rupees to be paid OR Recovered from The gross bill value for the period under consideration.

W= Value of work done during the period under construction. To arrive this value the following Will be deducted from gross bill value.

- i) Cost of Store material issued on Sale Account.
- ii) 12 1/2 % of the gross bill value towards contractor's profit.
- iii) Cost of works carried out for which payment is made at prevailing market rates.
X,Y,Z: Components of material, labour and fuel respectively expressed as percent of total value of Work.

M₁, M₀: Average All India whole sale index for the commodities for the period under consideration and that valid at the date of opening of tenders respectively.

L₁, L₀: Average All India consumer price index for Industrial Labour as applicable for the period under consideration and that valid at the date of opening of tenders respectively.

F₁, F₀: Average of the actual prevailing rates of HSD oil per litre at the place of work, for the period under consideration and the actual rate prevailing at the date of opening of tenders respectively.

However, this Clause is not applicable for the variation of prices beyond agreement time period. The cut off date for considering the indices shall be the original due date of completion only.

- 3 a) The Contractor should clearly quote his percentage on the Company's estimated rates i.e. overall uniform percentage above estimated rates (+) OR The overall uniform percentage below estimated rates (-) OR AT PAR with the estimated rates.
- b) Where the Contractors fails to quote either at Plus OR at Minus OR AT PAR in the company's estimated rates, the tender will be treated as incomplete.

c) DISCOUNT TENDERS:

In the event of discount tenders, tenderer should pay an additional further security deposit in the form of Cash/DD/FDR, as follows within 15days of receipt of tender/ date of intimation.

- i) Above (-) 10% upto (-) 20% ---- 1% of the estimated value of the Tender.
- ii) Above (-) 20% upto (-) 30% ---- 2% of the estimated value of the Tender.
- iii) Above (-) 30% upto (-) 40% ---- 3% of the estimated value of the Tender.
- iv) Above (-) 40% ---- 5% of the estimated value of the Tender.

4. a) The Contractor shall quote their percentage on the Company's estimated rates for all PARTS of the tender schedule failing which the tender will be treated as incomplete. No further correspondence in this regard will be entertained by the company.



- b) If the Contractor quotes his percentage in FIGURES and not in WORDS the Tender will be treated as incomplete.

5. Incomplete tenders will be rejected out-right and no further representation in this regard will be entertained as per the Clause-11 of the Tender Notice.

However, the EMD of incomplete tenderer will be released along with unsuccessful Tenderers.

6. Time is essence of this contract.

7. Conditional tenders will not be accepted.

8. If a bidder offers rebate unilaterally after the closing date and time of the bid it will not be taken into account for evaluating purpose by the tender committee, but, if the bidder emerges as the lowest evaluated, the rebate offer will be taken into the account by the head of the department coordinating the contract, while forwarding the tender committee's recommendations to the accepting authority while awarding the contract.

9. The tenderer has to keep his tender valid for four months from the date of the opening the tenders so that the tender shall be valid for acceptance for a period of four months from the date of opening tenders.

10. 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.

11. 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.

12. Andhra Pradesh detailed standard specifications {A.P.D.S.S.} and Company's schedule of rates together with the specifications attached there to will be applicable, in respect of technical specifications.

13. In addition to the condition specified herein, all other conditions will be as per General Conditions of contract of the Singareni Collieries Company Limited inforce, and the same forms part of the contract.

14. SCCL do not have any quarry leases for Stone/Metal/Sand etc., It is the contractor's responsibility to get necessary permits direct from the Government and procure the materials of Good quality as approved by the Department. The contractor shall be responsible to produce documentary evidence for having paid the Seigniorage Fee and Cess to the Government as otherwise the Seigniorage Fee and Cess will be recovered from the bills and paid to the Government as per the charges and Cess prescribed by the Government from time to time.

The contractor shall also be responsible for compliance with the provisions of G.O.Ms.No.243, Industries and Commerce Department {M.IV} dt.8.5.86. Failure to do so and the resultant inconvenience, delay in execution of works and loss caused to the SCCL shall be at the risk and expense of the Contractor.

15. The quoted offer must include all leads for water, which has to be arranged by the contractor at his own cost. If the water is supplied by the company cost will be recovered as per the Company's tariff prevailing from time to time.

16. Force-majeure : The Force-majeure conditions are such as civil commotion, natural calamities, war, etc., acts of God, strike or lockout in the factory of the contractor and their major sub-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.

17. TAXES [DIRECT & INDIRECT], DUTIES AND ROYALTY /

Seigniorage Charges:

a) The quoted offer must include all types of state and central taxes and duties etc., including APGST on works contract and Seigniorage/Royalty charges.

b) The Seigniorage/Royalty charges on minerals applicable as on date in given in Annexure. Subject to clause {e}, any increase in Seigniorage/ Royalty charges during the execution of the contract shall be reimbursed by SCCL.

c) Subject to clause {e}, any increase in the APGST on works contract during the execution of contract shall be reimbursed by SCCL. As on date, APGST on works contract is 8% under section 5F and 4% under section 5G of APGST Act.

d) APGST on works contract will be recovered at source as per the direction of the Government from time to time from the bills of the contractor. At present, under section 5H of APGST Act 4% is to be deducted from the contractor's bills at source.

e) Any increase in Seigniorage/Royalty charges and APGST on works contract after expiry of the original due date of completion as per contract {i.e. during the extended period of contract} shall be to the contractor's account.

f) Any advantage accrued to the contractor due to reduction in Seigniorage/Royalty charges and APGST during the subsistence of contract shall be passed on to SCCL.

RATES OF SEIGNIORAGE FEE: shall be as applicable on date of issue of tender as per Appendix. II

18. On request, Electrical power may be supplied by the company 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.

19. 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 2000 Schedule of Rates plus or minus the overall uniform percentage/at PAR (as quoted by the tenderer for the work) shall be paid.

20. For any items, not covered in the company's schedule of rates, actual working data plus 12½% as approved by Chief Engineer (Civil) / Addl.C.E (C) will be paid.

21. AC Sheets/Ridges will be supplied by the Company at company's stores as per the rates mentioned in Company's latest Schedule of Rates



22. CEMENT & STEEL:

- (a) **Cement** : The Company reserves the right to supply Cement (Unless other wise specified in Individual items of Schedule of Quantities) according to the availability of stocks at their stores at the rate of prevailing SR per bag of 50 Kgs including cost of bag.

The Contractor should base his tender on the above rates. But in all such cases when the Supply of Cement is not made by the Company as indicated, the Contractor must obtain written approval of G.M. concerned for the rates in Part."A (i)" for arranging the purchase. In such case the quoted percentage on basic rate of Cement as indicated in Part."A (i)" will be paid to Contractor after deducting the cost of Cement at prevailing SR rate per bag from total amount, since basic rate in Part."B" includes cost of cement required. The conditions in PART ."A (i)" for procurement of cement shall be applicable for the procurement made by contractor. Requisition for permission to procure cement shall be submitted to the Company at least two week in advance.

The Contractors who quote discount percentage for Part.A (i) irrespective of percentage recommended for Part.B of tender, the contractor shall be insisted to supply Cement as per tender conditions.

- (b) **Steel** : The Company reserves the right to supply Steel (Unless other wise specified in Individual items of Schedule of Quantities) according to the availability of stocks at their stores at the following rates. MS Rounds (Bars/Coils/Tor Steel) at prevailing SR rate per quintal and sections at prevailing SR rate per quintal.

The Contractor should base his tender on the above rates. But in all such cases when the Supply of Steel is not made by the Company as indicated, the Contractor must obtain written approval from concerned G.M / Chief Engineer (Civil) for the rates in Part."A (ii)" for arranging the purchases. The conditions in PART ."A (ii)" for procurement of steel shall be applicable for the procurement made by contractor. Requisition for permission to procure Steel shall be submitted to the Company at least two week in advance.

The Contractor has to procure steel from reputed firms like SAIL/TISCO/SP/IISCO etc. In all such cases the cost of the steel as per bills including cutting and bending charges and all other sundries mentioned in the bill shall be admitted for payment.



a) Sanitary materials, water supply materials, polished shahabad stone, glazed tiles, doors and windows.

60% of the approved tender rates for the item for completed work.

b) Steel Procured under Part. "A(ii)".

90% of the approved tender rate for supply of Steel work

c) Steel doors/Windows

75% of approved rate for completed work.

d) Part payments for Wooden Door & Window :

		When combined rate is given for frame and shutter		When separate rates are given for frames and shutters
		D Type	Higher type	
1	Door frame fixed site	30%	40%	75%
2	Door shutter kept at site	30%	40%	60%
3	Door shutters fixed with all fittings in position	90%	90%	90%
4	To be paid along with final bill	100%	100%	100%

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.

24. Materials other than those mentioned under item Nos. 19 & 20 above shall be arranged by the Contractor.

25. The contractors have to make their own arrangements to transport the company's materials such As Cement, Steel, A.C.Sheets, Asphalt etc., from the Company's Stores

26. The contractor has to return the excess issue of all the building materials like Cement, Steel, A.C.Sheets, AC Ridges etc., drawn by him from the Company's Stores, on indents



for the works; failing which, recoveries will be effected at the following penal rates from the work bills.

Cement	:	2 times of issue rate
Steel	:	2 times of issue rate
A.C.Sheets & AC Ridges	:	2 times of issue rate

27. The contractors have to make their own arrangements for manufacture of bricks. If the bricks are manufactured in Company's area with prior approval, contractor will have to level up the ground as directed by the Engineer-in-charge.
28. The contractor should make his own arrangements for the coal required for burning bricks and Lime for the work. However, at the contractor's request, a recommendation letter will be issued to Chief M&M for the sale of coal required for the work subject to the following scale:
- For burning bricks with ROM Coal - One Tonne for 4,500 Nos. of bricks.
- For burning lime with ROM Coal - One Tonne for 6.80 Cu.m. of lime.
- However, coal will be issued subject to availability and at the discretion of SCCL.
29. The contractor should arrange his own road making machinery (Ex.Rollers, Mixers etc.,) However, subject to availability, the following machinery may be supplied to the contractors on hire charges, noted hereunder.
- a) Diesel road roller of 8 to 10 tonnes capacity @ Rs.450/- per day.
 - b) Asphalt Mixer (Cold Mix Plant) together with boiler and 3 wheel borrows @ Rs.60/- per day.
 - c) Asphalt Mixer (Hot Mix Plant) together with boiler and 3 wheel borrows @ Rs.305/- per day.
- The contractor has to bear the cost of cleaner, driver, watchmen and all the running cost of the machinery including maintenance and repairs etc., as may be necessary.
- If the driver is supplied by the company Rs.205/- per day (i.e. for a shift of 8 hours duration) will be recovered.
30. The contractor should arrange for his own Road Roller and carryout the work in case the company is not able to supply the roller in time or in case the Company's roller gets out of order.
31. The required Diesel/Electric operated machinery should be arranged by the Contractor himself.
32. The contractors shall have their own concrete vibrator, power driven mortar mixer and all other required plants, tools and implements.



33. The concrete for all C.C./R.C.C. works should be machine mixed and vibrated with mechanical vibrators, wherever necessary as directed by the Engineer-in-Charge.

34. For all RCC, CC 1:2:4 & 1:1¹/₂:3 works, 20mm gauge crushed granite metal only shall be used.

35. Tenderers must obtain the test results of materials to be used on the work and also get test results of specimen of concrete selected by the Site Engineer, as and when directed, at contractor's cost and expense.

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

37. PROGRAMME TO BE SUBMITTED AT THE TIME OF AGREEMENTS:

On receipt of the awarding letters 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 General conditions of the Contract.

38. FOR HOUSES :

The houses are to be completed and handed over in batches as follows:

First 1/3 of houses to be handed over in 1/2 of the time limit.

Second 1/3 of houses to be handed over in 3/4 at the time limit.

Remaining 1/3 of houses to be handed over by the end of stipulated period

39. 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 the stipulated period.

40. 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. How-



ever where in judgement 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.

41. In case, where contractors do not submit any tender in a period of two consecutive years even after buying tender schedules, they will be debarred from tendering.
42. Information on the following is to be furnished along with the tender.
 - a) Whether the tenderer is a limited company, Public/Partnership firm with names of the partners thereof
 - b) Banker's names and addresses and
 - c) Income tax permanent account number
43. The contractor should remove all the temporary sheds i.e., Office, Store Sheds, fabricating sheds etc., constructed by him for execution of work as soon as the work is completed. The site should be levelled and restored to original condition at his cost otherwise the final bill will not be released.
44. It shall be the responsibility of the tenderer to make his own arrangements for housing his staff and labour. The tenderer shall also comply with the contract labour (Regulation & Abolition) Act in force from time to time.
45. All safety measures should be observed at the time of the work including insurance to workers deployed by the contractor, working at site.
46. **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.
47. Where door and window frames are supplied departmentally, actual area of shutter only will be paid for.
48. AC pipes wherever mentioned for sanitary works should be of medium grade.
49. GI Pipes wherever mentioned should be Class.3 (Medium class) conforming to ISI:1239 (Part.1) 1973 revised from time to time.
49. Paints required for the work should be brought by contractor in adequate quantities at one time and shown to the Engineer-in-charge at site before starting the painting work.

ADDITIONAL SPECIFICATIONS FOR LAYING A. C. SHEET ROOFING AND SIDE SHEETING:

1. Sheets are not to be stacked more than 120 Nos. in a stack.
2. Smooth surface of the sheet to be kept upward.



3. Holes are to be drilled but not punched.
4. Bolt holes are to be 3mm larger than the fixing bolts.
5. Sheets are to be mitered cutting with a hand saw correctly at junctions where 4 sheets meet.
6. Nuts to be screwed lightly first and tightened only after 13 or 14 sheets are laid.
7. Nuts are to be tightened evenly allowing the bitumen washer to merely seal the space between the holes and bolts.
8. Nuts are not to be over tightened.
9. The spacing of purlins in roofing shall not be more than 1.4 mtrs. and in side sheeting 1.7 mtrs.
10. Free over hang shall not be more than 300mm.
11. Sheeting should start from bottom and proceed towards top.
12. Minimum end overlap shall be 15 Cms.
13. Cat ladders shall be used by the workmen working on the roofs for safety and also for avoiding damage to roof materials.
14. 35mm x 6mm M. S. flat wind tie is to be provided at the eaves of the roof. The holes in the M. S. flat shall be of oblong shape to allow for expansion and contraction.

ADDITIONAL SPECIFICATIONS FOR SUPPLY , FABRICATION AND ERECTION OF STEEL STRUCTURES:

- a) For the structural steel procured by the contractor, test certificates showing quality and strength of steel shall be produced by the contractor. Necessary tests are to be arranged in a recognised laboratory by the Contractor at his cost as directed by the Engineer-in-charge.
- b) 90% of the cost of structural steel supplied at site (in case of fabrication works only) will be paid in the subsequent running bill and the remaining 10% cost will be released only after the steel is utilised in the fabrication and erection of the structures.
- c) Quantity of steel actually used in the fabrication work only will be paid for, while finalising the bill for the work after completion. The unutilised steel and the scrap shall be taken away by the contractor.
- d) Method of measurement of structural steel will be as per IS-1200 part-VIII. Standard unit weight as per SAIL only will be followed for measurement.
- e) All structural steel should conform to standard quality as per IS-2062, All materials used in the work should be got approved by Engineer-in-Charge. Testing of samples to be arranged by the contractor at his cost in any recognised Engineering Laboratory as directed by the Engineer-in-charge.
- f) Cost of steel procurement by contractor shall be paid as per paid bills including cutting bending cost and delivery charges.



g) FABRICATION :

The contractor should submit 4 copies of detailed fabrication shop drawings at his own cost on the basis of company's design drawings for approval before starting the fabrication work.

- i) All weld connections are to be provided for the full capacity of the members.
- ii) Welding to be done for the entire contact surface area between the gusset plate and member.

All welding should conform to IS-816 for structures not subjected to dynamic loads. Welding should conform to IS-1024 for all fabrication works subject to dynamic loads.

Welding work shall be executed under constant supervision of competent person in a properly organised manner with approved welding materials. Details of welding procedure shall be agreed upon with the Engineer-in-Charge before fabrication is commenced.

The Engineer-in-charge shall have free access to the work being carried out by the contractor at all times. Facility shall be provided by the contractor to enable him to inspect any layer or weld metal. He shall be at liberty to reject any work not conforming to specifications. Defective work shall be cut-off and re-welded.

- h)** Bolt holes are to be formed by drilling and not by gas cutting process.

Shearing, cropping and gas cutting shall be clean, reasonably square and free from distortion. The edges shall be ground afterwards, if they are not clean and square. The component parts may be assembled in such a manner they are neither twisted nor damaged.

Where gussets, plates and other members are fixed together, the inaccessible areas shall be painted with a coat of Red-oxide paint before welding or bolting.

i) ERECTION:

The contractor should submit before hand the erection procedure with details of erection equipment he is going to deploy for approval of the Engineer-in-charge.

The contractor should check himself the centre lines, levels, foundations blocks, provision of bolts etc., and any discrepancies observed should be made good before starting the erection work.

Erection includes proper setting out of alignment, levelling, bolting, welding, fixing in position as per drawings and as directed by the Engineer-in-charge. This also includes supply of required consumables, erection materials including bolts, nuts, temporary supports as required by the incidental works to complete the erection including the transportation of the fabricated structure to the site of erection.



Contractor should provide adequate facilities like ladders etc., for the inspection by the Engineer-in-charge after erection. The Engineer-in-charge shall reject defective workmanship which shall be removed and redone.

j) **SAFETY REQUIREMENT:**

Contractor shall strictly follow I.S. 7205 (Safety code for erection of structural steel work)

k) The following Indian Standards of latest issues are to be followed in the execution of the work.

- | | | |
|-------|---|---------|
| i) | Fixing and glazing of metal doors, windows and ventilators(Steel & Aluminium) | IS-1081 |
| ii) | Hot rolled sections for Doors and Windows and ventilators | IS-7452 |
| iii) | Steel doors, windows and ventilators | IS-1038 |
| iv) | Plain and reinforced concrete, code of practice. | IS-456 |
| v) | Structural steel | IS-2062 |
| vi) | Welding for dynamic loads | IS-1024 |
| vii) | Welding for normal loads | IS-816 |
| viii) | Code of practice for General construction in steel | IS-800 |
| ix) | Safety code for erection of structural steel works | IS-7205 |



THE SINGARENI COLLIERIES COMPANY LIMITED
(A Govt. Company)

CHIEF ENGINEER(CIVIL) /
GENERAL MANAGER

Dear sir,

This is to certify that I/we have read and understood the General Conditions of Contract Clauses 1 to 26 contained in the Book-let "GENERAL CONDITIONS OF CONTRACTS" containing 10 pages. In the event of awarding of the work to me/us I /we hereby undertake to sign each and every page of the "General Conditions of the Contract" attached to the Original Contract Agreement.

Yours faithfully,

SIGNATURE OF THE CONTRACTOR

Station: _____

Date: _____



THE SINGARENI COLLIERIES COMPANY LIMITED
(A Govt. Company)

ANNEXURE - VI

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 things 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 Chief Engineer (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:

3. CONTROL OF WORK:

Material, Appliances, Employees:

- a) The works are to be conducted under the sole control and direction of Chief Engineer (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 Chief Engineer (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 Chief Engineer (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, 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. POWERS OF THE CHIEF ENGINEER (CIVIL):

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 Chief Engineer (Civil) or his authorised representative the latter will be at liberty to provide both materials and labour and get the work executed and appoint supervisor 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 Chief Engineer (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. PROTECTION OF WORK AND PROPERTY - RESPONSIBILITY OF THE CONTRACTOR:

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. TIME WITHIN WHICH CONTRACT IS TO BE COMPLETED:

The contractor shall satisfactorily execute and complete the work in strict accordance with the plans, specifications enclosed herewith and instructions issued by Chief Engineer (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 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% 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 Chief Engineer (Civil) or his authorised representative, then the time of completion shall be extended for such reasonable time as the Chief Engineer (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 Chief Engineer (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 Chief Engineer (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 Chief Engineer (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 creditors then the Chief Engineer(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 Chief Engineer (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 Chief Engineer(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. **REPAIRING DAMAGE BY CONTRACTOR:**

- a) The contractor shall promptly remove from the premises all materials condemned by the Chief Engineer (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 one year from the date of substantial completion. The Chief Engineer (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 Chief Engineer (Civil) of the company whose decision will be final and binding on the contractor.



The Earnest Money deposited by the contractor at the time of submitting the tender may be withheld by the Chief Engineer (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 Chief Engineer (Civil) of the Singareni Collieries Company Limited.

9. SUB-CONTRACTS:

No work is to be subletted by the Contractor without the express permission in writing of the Chief Engineer (Civil) or his authorised representative, but the Contractor is at liberty to extract task work from his workman.

9A. CHANGE IN THE CONSTITUTION OF THE CONTRACTING AGENCY:

Prior approval in writing of the P.S.U 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 clause entitled "Sub-letting of works" and the same action may be taken and the same consequence shall ensue as provided in the clause of sub-letting of works.

9B. SUB-CONTRACTOR / SUB-VENDOR

The contractor should obtain approval well in advance in writing to engage sub-contractor / sub-vendor for the purpose of major items of supply or services for the contract work. Such approvals will not relive the contractor from any of his obligations, duties and responsibilities under the contract.

9C. SUB-CONTRACTING

If a contractor submit his bid qualifies 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 Chief Engineer(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 Chief Engineer (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 Chief Engineer (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 Chief Engineer (Civil) before starting the work plus a reasonable allowance for overhead and profit due to the contractor, such allowance also shall be decided by the Chief Engineer (Civil) or his authorised representative which in any case shall not exceed 12 1/2 %.

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 Chief Engineer (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) Measurements of the work done will be made once in a month or later according to the progress of the work, by the authorised representative of the Chief Engineer (Civil) or his staff, and the same will be valued according to the schedule of rates. Payment will be made within 15 days as far as possible, from the date of receipt of the bill by the Chief Engineer (Civil) or his authorised 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 an 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 Chief Engineer (Civil) or his authorised representative.

- b) From these payments 7 1/2% will be deducted as further security to be held under deposits and refunded to the contractor along with Final Bill after the Chief Engineer (Civil) or his authorised representative has certified the whole work to be completed to his satisfaction. The limit of the above deduction shall be Rs. Fifty thousand for value of works upto Rs.50.00Lakhs and Rs.1.00 Lakhs for value of work above Rs.50.00Lakhs and after this amount is deducted, no more deductions shall be made towards further security.
- c) The contractor will deposit along with the tender a sum amounting to 2% of the value of the contract as Earnest Money. The Earnest Money so deposited shall be refunded 12 months after the Chief Engineer (Civil) or his authorised representative has certified the whole work to be completed to his satisfaction provided that no derangement of the works or failure must be made good at the contrac-



tor's expenses to the satisfaction of the Chief Engineer (Civil) before the Earnest Money Deposit is refunded.

- 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 Chief Engineer (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.
- f) For the Works costing more than Rs.3.00 Crores the EMD shall be Rs.7.00 Lakhs in the form of DD/FDR/CASH in addition to a Bank Guarantee for 5% of the amount exceeding over Rs.3.00 Crores. (Ex. For the work costing Rs.4.00 Crores the EMD will be Rs.7.00 Lakhs + BG for Rs.5.00 Lakhs). There will not be any further recovery in running account bills towards FSD for the works costing more than Rs.3.00 Crores.

SCCL shall release 50% of the above BG amount along with the Final Bill and the balance 50% of the BG and Rs.7.00 Lakhs (CASH/DD/FDR) shall be released after defect liability period.

14. EMPLOYMENT OF TECHNICAL STAFF:

The contractor shall employ the following minimum technical staff during execution of work.

- i) In case of works costing more than Rs.300 Lakhs 3 Graduate Engineers and 3 Diploma Holders are to be employed by the contractor in consultation with Chief Engineer (Civil).
- ii) One graduate Engineer and One Diploma Holder 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.

NOTE:

1. The Technical staff should be on full time and available at site whenever required by Chief Engineer (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 Chief Engineer (Civil) or his authorised representative.
3. In case the contractor is already having more than one work on hand and if he is himself qualified Engineer and has undertaken to Execute more than one work at same time, he should employ separate Technical persons on each work.

15. TEMPORARY ROADS ACCOMMODATION FOR LABOUR:

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. ASSISTANCE REQUIRED BY THE CHIEF ENGINEER (CIVIL) OR HIS AUTHORISED REPRESENTATIVE:

The contractor shall provide all assistance required by the Chief Engineer (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 charge.

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. HANDING OVER THE WORK BY THE CONTRACTOR TO THE CHIEF ENGINEER (CIVIL) FINAL CERTIFICATE:

On completion of the work the Contractor shall be furnished with a certificate by the Chief Engineer (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 Chief Engineer (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 Chief Engineer (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 Chief Engineer (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 Chief Engineer (civil) or his authorised representative and where practicable at the source of supply.



Re-examination of questioned work may be ordered by the Chief Engineer (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:

Any dispute or difference of opinion arising between the Chief Engineer (Civil) or his authorised representative and the contractor in respect of the drawings specifications, measurements, manner of executing or anything connected with the work, not specially provided for herein under the specifications or in respect of the meaning of any clause of these General conditions shall be adjudicated by the arbitrator nominated by C&MD., of SCCL for the disputes costing up to Rs.50,000/- and shall be binding on all parties without any reference or appeal to any other person whatever.

However, the claims above Rs.50,000/- in value shall be decided by 'CIVIL COURT' of competent jurisdiction and not by arbitration.

The parties raising the dispute shall request the C&MD of the Company to nominate an Arbitrator. If C&MD of the company does not nominate an arbitrator within one month of receipt of notice, the arbitration agreement automatically lapses. The parties have to approach 'CIVIL COURT' of competent jurisdiction for deciding the claims.

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 Chief Engineer (Civil) will be at liberty to cancel the contract and forfeit the two 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 Chief Engineer (Civil) or his authorised representative.

24.

APPLICATION OF WORKMEN'S COMPENSATION ACT AND OTHER LABOUR LEGISLATIONS:

In every case in which by virtue of provisions of section 12; Sub-Section (1) of the Workmen's 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.

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.

26.

DEFINITIONS.

- 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 Chief Engineer (Civil) or his authorised representative 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.



- d) **Contract sum** 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 Chief Engineer (Civil).
- i) Chief Engineer (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 Chief Engineer (Civil) of S.C.Co.Ltd.

N.B. : For the works where the General Managers conclude the agreement with the contractor the word Chief Engineer (civil) on the above pages may be read as General Manager.

SIGNATURE OF THE CONTRACTOR

**ANNEXURE-VII****THE SINGARENI COLLIERIES COMPANY LIMITED
(A GOVT. COMPANY)
KOTHAGUDEM COLLIERIES**

Ref. No: CEC/CORP/

Date:

TENDER PROPOSAL

1. Tender enquiry No. and date :

2. Description of work :

3. Mode of communication :

4. Date of publication :

5. Place of receipt of tenders :

6. Last date for receipt of tenders :

7. Date of opening :

8. Tenders are valid up to:

9. Opened and initialed by :1.
2.

in the presence of

10. Estimated cost based on 2000 SR :

- i) Without contingencies
- ii) With Contingencies



10. Summary showing the quoted overall uniform percentage (+) above (-) below company's estimated cost and their value of work without contingencies :-

Sl.No.	Name of the contractor	Quoted overall Uniform percentage	Tender value Rs.
=====	=====	=====	=====

12. Date of Negotiations :

13. Result of Negotiations and
revised cost with percentage :

14. Tender proposal put up in favour of :

15. EMD particulars of lowest tenderer :



(please indicate validity of EMD documents)

16. Whether the tenderer is the lowest:

17. If the tenderer is not the lowest, reasons for ignoring the lowest tenderer in detail.

18. Special features of tender
Vis-à-vis company's estimate

19. Performance of the tenderer:

20. Particulars of similar type of works awarded:

Name of the work & Agency	Sanctioned Amount Rs.	Percentage	Date of award
<hr/>			



21. Financial provision /sanction :

22. Documents and Statements enclosed:

The lowest tender of _____
at an overall quoted/revised /re-revised uniform percentage of
() _____ above/ below company's estimated cost based prevailing SR & prevailing
local market rates, which is working out to Rs. _____ without con-
tingencies is put up for perusal of tender committee in view of features furnished at col-
umn No.18 of this TCR.

DY.CE (CIVIL) :CORP

Members of the tender committee have examined the original tenders, minutes of negotiations dated _____ special features mentioned at column No. 18 of this TCR etc., and recommended to award the above work on contract to Sri. _____ at an overall quoted/revised /re-revised uniform percentage of () _____ above/below company's estimated cost based on prevailing SR and prevail- ing local market rates which is working out to Rs. _____ without contin- gencies.

The contingencies amount provided is Rs. _____ and the value of work with contingencies works out to Rs. _____ for which sanction may please be accorded.

CHIEF (F & A)

G.M (P I & M)

SO to C.E (CIVIL)/ CE (CIVIL)

(M E M B E R S O F T H E T E N D E R C O M M I T T E E)

"APPROVED"

G.M/ C.E (Civil)/ Director/ C&M.D

ANNEXURE - VIIIAGREEMENT BOND

This Agreement made on the _____

by _____ (herein after called the 'contractor's) and the Singareni Collieries Company Limited, Post :Kothagudem Collieries, Bhadrachalam Road Rly.Station, represented by its CHIEF ENGINEER (CIVIL) KOTHAGUDEM (Herein after called 'The S.C.Co.Ltd., or Company') witness that the contractor and the S.C.Co.Ltd., for the considerations herein after named agree as follows:

ARTICLE:1: The Contractor shall furnish all the materials and performs all the works allotted to him in accordance with the specifications and drawings herewith filed and shall do everything required by the Agreement, the General conditions of contract, the specifications and the drawings etc., covering Work at (_____).

ARTICLE 2 (Time of Completion): The work to be performed under this contract shall be commenced within two weeks as required by the company from the date of signing the Agreement. The total value of this contract will be Rs.(_____) and the same will have to be completed in all respects by _____ months from the date of markout..

SIGNATURE OF THE CONTRACTOR



"Delay in execution beyond the date of completion as stipulated in this agreement or failure to show substantial progress as per the programme submitted by the contractor on various items of work given in schedule of quantities shall attract liquidated damages not as penalty payable by the contractor at 1% per week on the balance value of contract (value of work left incomplete on the date of expiry of agreed/extended time for completion) subject to a maximum of 10% of total contract value. Such liquidated damages will be deducted from bill payable to the contractor. It is further agreed that, if the amounts of pending bills are not sufficient to meet the recoveries of liquidated damages etc., as per the general conditions of contract, the SCCL is at liberty to recover such liquidated damages from the pending bills of other works of this contractor with the SCCL."

ARTICLE - 3 (The Contract Sums): The company shall pay the contractor for performance of the contract subject to additions and deductions provided therein as per the agreed overall uniform percentage on estimated rates given in the schedule, attached herewith, applied to the actual quantities of work turned out by the contractor.

No work should be undertaken which in the contractor's opinion is beyond the scope of work included in the tenders and rates unless such works and the rates thereof are confirmed in writing by the Chief Engineer (Civil) or his authorised representative. For such items the payment or deduction as case may be shall be actual departmental working cost plus a charge of 12.5%. Recoveries of the cost of any materials if supplied for this contract by the S.C.Co.Ltd, will be effected as per the rates and conditions mentioned in notes of the specifications together with schedule of approximate quantities and signed by the contractor. This forms a part of this contract.

Recovery of rental for any equipment supplied by the company for this contract will be on monthly or daily basis which will be fixed by the CHIEF ENGINEER (CIVIL,) or his authorised representative.

SIGNATURE OF THE CONTRACTOR



ARTICLE-4 (Progress Payments): Full payment on the job will be made only after the works are completed in all respects and a certificate is granted to this effect by the CHIEF ENGINEER (CIVIL) or his authorised representative, If however, the contractor desires intermediate payments,, the S.C.Co.Ltd shall arrange payment on measurement of actual work done. Such progress payments will be upto 92.5% only of the actual measurement subject to certification by the CHIEF ENGINEER (CIVIL) or his authorised representative. The balance of 7.5% will be shown against Further Security Deposit and is liable to be forfeited if the works are not conducted as per the conditions of contract and if there is any delay in executing the work according to the programme. Progress payment against upon execution of other items of work to be carried out:

ARTICLE:5 (Acceptance and Final Payment) : Final payment shall be due after completion of the job provided the works be than fully completed and the contract fully performs in this respect. Upon receipt of written notice that the works are ready for final inspection and acceptance of the CHIEF ENGINEER (CIVIL) or his authorised representative shall promptly make such inspection and when he finds the works acceptable under the contract and the contract fully performed, he shall promptly issue a final certificate stating that the entire balance found to be due to the contractor and noted in said final a certificate is due and payable. Before issue of final certificate the contractor shall submit evidence satisfactory to the CHIEF ENGINEER (CIVIL) or his authorised representative that all pay rolls, materials, bills and other indebtedness connected with the works have been paid. As far as possible final bills shall be paid within in 3 months of completion of work

SIGNATURE OF THE CONTRACTOR



ARTICLE:6(The Contract Documents): The General conditions of Contract, the specifications, the drawings, the together With this agreement and the schedule of approximate quantities with Contract agreed overall uniform percentage with agreed overall uniform percentage on estimated rates form the contract and they are as fully a part of the contract as if hereto attached or herein repeated.

IN WITNESS, WHERE OF THE parties hereto have executed this agreement the day, month and year First above written.

CONTRACTOR

For and on behalf of the
SINGARENI COLLIERIES COMPANY LIMITED
KOTHAGUDEM.

CHIEF ENGINEER(CIVIL)/G.M

Witness:

1.SIGNATURE : _____

NAME : _____

ADDRESS : _____

2.SIGNATURE : _____

NAME : _____

ADDRESS : _____

DAILY EVENT REGISTER

ANNEXURE-IX

[illegible]

- * 1. List is only illustrative not exhaustive.
2. In column 5 only quantities of actual material brought & in col. 5 only item of work actually executed should be entered.
3. What is shown above is only for illustration. Actual material brought and actual quantity of work turned out should be entered with their description.
4. Under sub column (a). The tender quantities are to be specified and under sub col.(b) cumulative quantities executed may be entered. The quantities executed/ work done during the day may be indicated in the remarks column.
5. The Items of work given at column 6 is for building work. Similarly major items of work for road works, sheds, CHP structures, Water Supply and Sanitary works may be identified and adopted accordingly.
6. If found more convenient suitable sub columns can be opened.

PRESCRIBED VALUE OF
Compressive strength of Brick:
Tensile strength of Steel:

Standard value of strength of concrete	
	28days
M.15	15 N / Sq.mm
M.20	20 N / Sq.mm
M.25	25 N / Sq.mm

[illegible]

1. Results of tests actually conducted that they should be entered in the above statement. Additional columns if found necessary specifically for identification of samples can be incorporate.
2. Tests should be conducted periodically as prescribed and records maintained in a register.
3. One register for each material can also be maintained if found more convinient.

Due Date of Completion

If the markout is delayed after awarding the work, reasons for such hindrances may be entered in the above report

Appendix-I

**SUB-DELEGATION OF REVISED FINANCIAL POWERS TO BELOW BOARD LEVEL EXECUTIVES OF
THE SINGARENI COLLIERIES COMPANY LIMITED (CORPORATE EXECUTIVES)
w.e.f., 01-11-2001**

Sl. No	Description of Power	Periodicity	Corporate Executives	Finance concurrence for Corporate Executives
			A1	
			C.E.(Civil)	
1	2	3	4	5
			Rs.	
7.0	CIVIL & WORKS CONTRACTS			
7.1	Supply of Pit Materials			
a.	Advertised Tender – Order on lowest offer	Each Occasion	Only C.E.(Civil) 15,00,000	Dy.CFA
b.	Advertised Tender – Order on other than lowest offer	Each Occasion	Only C.E.(Civil) 2,00,000	Dy.CFA
c.	Limited tender –order on lowest of not less than 2 offers out of 5 enquiries	Each Occasion	Only C.E.(Civil) 3,00,000	Dy.CFA
d.	Limited tender –order on other than lowest of 2 offers out of 5 enquiries	Each Occasion	Only C.E.(Civil) 2,00,000	Dy.CFA
e.	Single offer against advertised / Limited tender or nomination tender	Each Occasion	Only C.E.(Civil) 1,00,000	CFA
		Per annum	10,00,000	
7.2	M&R Works for roads and buildings (including cost of asphalt)			
a.	Advertised Tender – Order on lowest offer	Each Occasion	Only C.E.(Civil) 20,00,000	Dy.CFA
b.	Advertised Tender – Order on other than lowest offer	Each Occasion	Only C.E.(Civil) 5,00,000	Dy.CFA
c.	Limited tender –order on lowest of not less than 2 offers out of 5 enquiries	Each Occasion	Only C.E.(Civil) 8,00,000	Dy.CFA
d.	Limited tender –order on other than lowest of 2 offers out of 5 enquiries	Each Occasion	Only C.E.(Civil) 5,00,000	Dy.CFA
e.	Single offer against advertised / Limited tender or nomination tender	Each Occasion	Only C.E.(Civil) 3,00,000	CFA
		Per annum	30,00,000	
7.3	Capital Works as per Annual Plan			
a.	Advertised Tender – Order on lowest offer	Each Occasion	Only C.E.(Civil) 20,00,000	Dy.CFA

**SUB-DELEGATION OF REVISED FINANCIAL POWERS TO BELOW BOARD LEVEL EXECUTIVES OF
THE SINGARENI COLLIERIES COMPANY LIMITED (CORPORATE EXECUTIVES)
w.e.f., 01-11-2001**

Sl. No	Description of Power	Periodicity	Corporate Executives	Finance concurrence for Corporate Executives
			A1 C.E.(Civil)	
1	2	3	4	5
			Rs.	
b.	Advertised Tender -- Order on other than lowest offer	Each Occasion	Only C.E.(Civil) 5,00,000	Dy.CFA
c.	Limited tender --order on lowest of not less than 2 offers out of 5 enquiries	Each Occasion	Only C.E.(Civil) 10,00,000	Dy.CFA
d.	Limited tender --order on other than lowest of 2 offers out of 5 enquiries	Each Occasion	Only C.E.(Civil) 5,00,000	Dy.CFA
e.	Single offer against advertised / Limited tender or nomination tender	Each Occasion	Only C.E.(Civil) 5,00,000	CFA
		Per annum	50,00,000	
7.4	Emergency Capital works for Production purposes on nomination tender (Works which cannot be forecast in advance)	Per annum	----	-----
7.6	Miscellaneous revenue works other than M&R	Each Occasion	Only C.E.(Civil) 1,00,000	Dy.CFA
		Per annum	5,00,000	
8.0	MISCELLANEOUS STORES / WORKS CONTRACTS			
8.1	Commence work in case of emergency, before formal approval is given by competent authority other than himself, duly recording reasons.	Each tender	Full Powers	Dy.CFA
8.2	Change in rates / acceptance of less / excess quantity in approved contract (after negotiations through tender committee; The change in rate may be downward or upward subject to non vitiation of the contract).	Each tender	Up to 10%	Dy.CFA
8.3	Extension of time in all works/ purchase contracts approved by themselves / below only without waiver of penalties (only after receipt of request from tenderer)	Each tender	Full Powers	Dy.CFA
8.4	Waiver of penalties subject to tender committee recommendations on contracts approved by them / below (only after receipt of request from tenderer)	Each tender	Full Powers	Dy.CFA
8.5	Placement of repeat orders based on corporate purchase orders within one year of purchase order (detailed justification necessary: as per normal tender committee procedure)	Each Occasion	Full Powers with in the delegation	Dy.CFA

Appendix-I

**SUB-DELAGATION OF REVISED FINANCIAL POWERS TO BELOW BOARD LEVEL EXECUTIVES OF
THE SINGARENI COLLIERIES COMPANY LIMITED (CORPORATE EXECUTIVES)**

w.e.f., 01-11-2001

Sl. No	Description of Power	Periodicity	Corporate Executives	Finance concurrence for Corporate Executives
			A1	
			C.E(Civil)	
1	2	3	4	5
			Rs.	
8.6	Placement of repeat orders based on area including other area purchase orders within Six months of the purchase order – once in a year per item (detailed justification necessary: as per normal tender committee procedure)	Each Occasion		
8.7	Approval of deviations in Civil Contracts up to 10% of Original value including contingencies (detailed justification necessary)	Each Occasion	Full Powers	Dy.CFA
8.8	Cancellation / termination of contract / purchase order and levy of penalties / compensation	Each Occasion	Full Powers	Dy.CFA
8.9	Test reports from National Laboratories	Per annum	1,00,000	----

SUB-DELEGATION OF REVISED FINANCIAL POWERS TO BELOW BOARD LEVEL EXECUTIVES OF THE SINGARENI COLLIERIES COMPANY LIMITED (AREA EXECUTIVES)
w.e.f, 01-11-2001

Sl. No	Description of Power	Periodicity	Area CGMs/GMs		Finance concurrence for Area General Managers	Area HODs reporting to GMs Mine Managers MVT Managers Deputy Medical Superintendents holding independent charge	Finance concurrence for Area Executives
			A1	A2			
			Manuguru Yellandu Kothagudem Ramagundam-II, III, IV	Ramagundam-I Bhoopalpalli Bellampalli Srirampur Mandamarri Ramakrishnapur			
1	2	3	4	5	6	7	8
			Rs.	Rs		Rs	
7.0	CIVIL & WORKS CONTRACTS						
7.1	Supply of Pit Materials						
a.	Advertised Tender – Order on lowest offer	Each Occasion	8,00,000	8,00,000	AFH	----	----
b.	Advertised Tender – Order on other than lowest offer	Each Occasion	1,00,000	1,50,000	AFH	----	----
c.	Limited tender –order on lowest of not less than 2 offers out of 5 enquiries	Each Occasion	1,50,000	2,00,000	AFH	----	----
d.	Limited tender –order on other than lowest of 2 offers out of 5 enquiries	Each Occasion	1,00,000	1,50,000	AFH	----	----
e.	Single offer against advertised / Limited tender or nomination tender	Each Occasion	50,000	50,000	CFA	----	-----
		Per annum	5,00,000	5,00,000		-----	
7.2	M&R Works for roads and buildings (including cost of asphalt)						
a.	Advertised Tender – Order on lowest offer	Each Occasion	20,00,000	20,00,000	AFH	----	----
b.	Advertised Tender – Order on other than lowest offer	Each Occasion	2,00,000	2,00,000	AFH	----	----
c.	Limited tender –order on lowest of not less than 2 offers out of 5 enquiries	Each Occasion	3,00,000	3,00,000	AFH	----	----
d.	Limited tender –order on other than lowest of 2 offers out of 5 enquiries	Each Occasion	2,00,000	2,00,000	AFH	----	----
e.	Single offer against advertised / Limited tender or nomination tender	Each Occasion	50,000	50,000	CFA	----	-----
		Per annum	5,00,000	5,00,000		-----	
7.3	Capital Works as per Annual Plan						
a.	Advertised Tender – Order on lowest offer	Each Occasion	15,00,000	12,00,000	AFH	----	----
b.	Advertised Tender – Order on other than lowest offer	Each Occasion	3,00,000	3,00,000	AFH	----	----
c.	Limited tender –order on lowest of not less than 2 offers out of 5 enquiries	Each Occasion	5,00,000	4,00,000	AFH	----	----
d.	Limited tender –order on other than lowest of 2 offers out of 5 enquiries	Each Occasion	3,00,000	3,00,000	AFH	----	----
e.	Single offer against advertised / Limited tender or nomination tender	Each Occasion	3,00,000	3,00,000	CFA	----	-----
		Per annum	30,00,000	30,00,000		-----	

**SUB-DELEGATION OF REVISED FINANCIAL POWERS TO BELOW BOARD LEVEL EXECUTIVES OF THE SINGARENI COLLIERIES
COMPANY LIMITED (AREA EXECUTIVES)
w.e.f., 01-11-2001**

Sl. No	Description of Power	Periodicity	Area CGMs/GMs		Finance concurrence for Area General Managers	Area HODs reporting to GMs Mine Managers MVTCmanagers Deputy Medical Superintendents holding independent charge	Finance concurrence for Area Executives
			A1	A2			
			Manuguru Yeilandu Kothagudem Ramagundam- II, III, IV	Ramagundam-I Bhoopalpalli Bellampalli Srirampur Mandamarri Ramakrishna- pur			
1	2	3	4	5	6	7	8
			Rs.	Rs		Rs	
7.4	Emergency capital works for production purposes on nomination basis (works which cannot be forecast in advance)	Per annum	10,00,000	10,00,000	AFH	----	-----
7.6	Miscellaneous revenue works other than M&R	Each Occasion	1,00,000	1,00,000	AFH	----	-----
		Per annum	5,00,000	5,00,000		----	
8.0	MISCELLANEOUS STORES / WORKS CONTRACTS						
8.1	Commence work in case of emergency, before formal approval is given by competent authority other than himself, duly recording reasons.	Each tender	Full Powers	Full Powers	AFH	----	-----
8.2	Change in rates / acceptance of less / excess quantity in approved contract (after negotiations through tender committee; The change in rate may be downward or upward subject to non vitiation of the contract).	Each tender	Up to 10%	Up to 10%	AFH	----	-----
8.3	Extension of time in all works/ purchase contracts approved by themselves / below only without waiver of penalties (only after receipt of request from tenderer)	Each tender	Full Powers	Full Powers	AFH	----	-----
8.4	Waiver of penalties subject to tender committee recommendations on contracts approved by them / below (only after receipt of request from tenderer)	Each tender	Full Powers	Full Powers	AFH	----	-----
8.5	Placement of repeat orders based on corporate purchase orders within one year of purchase order (detailed justification necessary; as per normal tender committee procedure)	Each Occasion	1,00,000 or Values equivalent of 3 month's consumption which ever is less	1,00,000 or Values equivalent of 3 month's consumption which ever is less	AFH	----	-----

SUB-DELEGATION OF REVISED FINANCIAL POWERS TO BELOW BOARD LEVEL EXECUTIVES OF THE SINGARENI COLLIERIES COMPANY LIMITED (AREA EXECUTIVES)
w.e.f., 01-11-2001

Sl. No	Description of Power	Periodicity	Area CGMs/GMs		Finance concurrence for Area General Managers	Area HODs reporting to GMs Mine Managers MVTCmanagers Deputy Medical Superintendents holding independent charge	Finance concurrence for Area Executives
			A1	A2			
			Manuguru Yellandu Kothagudem Ramagundam-II, III, IV.	Ramagundam-I Bhoopalpalli Bellampalli Srirampur Mandamarri Ramakrishna-pur			
1	2	3	4	5	6	7	8
			Rs.	Rs		Rs	
8.6	Placement of repeat orders based on area including other area purchase orders within Six months of the purchase order – once in a year per item (detailed justification necessary: as per normal tender committee procedure)	Each Occasion	50,000 or Values equivalent of 3 month's consumption which ever is less	50,000 or Values equivalent of 3 month's consumption which ever is less	AFH	-----	-----
8.7	Approval of deviations in Civil Contracts up to 10% of Original value including contingencies (detailed justification necessary)	Each Occasion	Full Powers	Full Powers	AFH	-----	-----
8.8	Cancellation / termination of contract / purchase order and levy of penalties / compensation	Each Occasion	Full Powers	Full Powers	AFH	-----	-----
8.9	Test reports from National Laboratories	Per annum	1,00,000	1,00,000	-----	-----	-----

Note: The Project Officer, Bhoopalpalli shall exercise the powers of General Manager (GM2)

APPENDIX -II

PREVAILING RATES OF SEIGNIORAGE FEE
(As per G.O.M.S.No.331, Dt.21-06-2000)

S.No	Name of the Minor Mineral	Rate of Seigniorage Fee		
1.	Building stone	Rs. 33/- (Rupees Thirty three) per Cubic Metre.		
2.	Rough Stone	Rs. 33/- (Rupees Thirty three) per Cubic Metre.		
3.	Road metal, Ballast	Rs. 33/- (Rupees Thirty three) per Cubic Metre.		
4.	Lime Kankar/Lime stone	As per Schedule of Mines & Minerals (Development & Regulations) Act, 1957.		
5.	Lime shell	Rs. 40/- (Rupees Forty) per Cubic Metre.		
6.	Marble	Rs. 60/- (Rupees Sixty) per Cubic Metre.		
7.	Mosaic Chips	Rs. 40/- (Rupees Forty) per Cubic Metre.		
8.	Murram/Gravel/Ordinary earth	Rs. 13/- (Rupees thirteen) per Cubic Metre.		
9.	Ordinary sand useful for Civil Construction	Rs. 30/- (Rupees thirty) per Cubic Metre.		
10.	Boulders	Rs. 33/- (Rupees thirty three) per Cubic Metre.		
11.	Shingle	Rs. 13/- (Rupees thirteen) per Cubic Metre.		
12.	Chalcedony	Rs. 30/- (Rupees Thirty) per Metric tonne.		
13.	Fuller's earth/bentonite	Rs. 60/- (Rupees Sixty) per Metric tonne.		
14.	Shale/Slate	Rs. 75/- (Rupees Seventy five) per Metric tonne.		
15.	Rehmetti	Rs. 13/- (Rupees thirteen) per Cubic Metre.		
16.	Lime Stone Slabs			
	i) Colours	Rs.6/- (Rupees Six)/Square Metre or Rs.80/- (Rupees Eighty)/Metric Tonne which is higher. (All other colours other than black)		
	ii) Black	Rs.3/- (Rupees Three)/Square Metre or Rs.40/- (Rupees Forty)/Metric Tonne which ever is higher.		
17.	Ordinary clay silt and Brick earth used in the manufacture of bricks including mangalore tiles	Rs. 3500/- (Rupees Three thousand and five hundred) per Kiln up to a maximum quantity of 1.00 Lakh bricks/tiles per annum.		
18.	GRANITE		Above 70 CM	Between 30-70 CM
	a)	Premium Grade Black granite available in Prakasham (Galaxy) Khammam & Warangel Dist)	Rs.2,000/- (Rupees Two Thousand) per Cubic Metre	Rs.1,000/- (Rupees One Thousand) per Cubic Metre
	b)	Good Grade Blue granite available in Srikakulam Dist, Red Ruby, Royal Red, Dark Red Black granite in Upamangalure sector in Prakasham Dist	Rs.1,500/- (Rupees One Thousand and Five hundred) per Cubic Metre	Rs.750/- (Rupees Seven hundred and fifty) per Cubic Metre
	c)	Average Grade Remaining all shades occurring anywhere in the State	Rs.1,000/- (Rupees One Thousand) per Cubic Metre	Rs.500/- (Rupees Five hundred) per Cubic Metre
	d)	Granite waste/Rejects	Rs.33/- (Rupees Thirty three only) per Cubic Metre.	