



**MISHRA DHATU NIGAM LIMITED
P.O.KANCHANBAGH, HYDERABAD**

Part-I (TECHNICAL BID-VOLUME-I)

**SUPPLY, FABRICATION AND ERECTION OF
WIDE PLATE MILL SHEDS THROUGH PEB
SYSTEM AT MIDHANI, KANCHANBAGH,
HYDERABAD-58.**

Mishra Dhatu Nigam Limited
Kanchanbagh, Hyderabad

Tender Notice No: MDN/PUR/AP58/EADVT/123/17-18
Section: I

Dt: - 12-08-2017

Two part tenders are invited on behalf of Mishra Dhatu Nigam Ltd Hyderabad, (MIDHANI) for the work of “SUPPLY, FABRICATION AND ERECTION OF WIDE PLATE MILL SHEDS THROUGH PEB SYSTEM AT MIDHANI.

Particulars of the tender are:

Estimate cost: Rs. 2700.0 LAKHS

Earnest money deposit: Rs 67.50 lakhs

Contract Period: 220 days (ref section-III, sl. no.8: Time Schedule)

Cost of tender document: Rs 1500/-.

The tender document can be obtained from <http://eprocuemidhani.nic.in> Mishra Dhatu Nigam Limited, Kanchanbagh, Hyderabad on any working day from 12-08-2017 to 04-09-2017 up to 10:30 hrs. Tenders will be received up to 10.30 hrs on 04-09-2017 and part-1 (Technical Bid) will be opened on next day on 05-09-2017 at 11.00 hrs. & price bid will be opened on later date. Tender documents are also available at our website www.midhani.com. Interested parties may download the documents and participate in the tender. Along with the Tender Enquiry for the above work you are requested to furnish your offer through online <http://eprocuemidhani.nic.in> before last date of submission, along with Tender Fee Rs. 1500/- ,Tender fee & EMD fee to be paid online through link <http://ebs.in/midhani/public> or visit midhani website www.midhani.com > purchase > Tenders > Tender fee & EMD fee,—ONLINE PAYMENT. Competent authority of “MIDHANI” reserves the rights to reject any or all tenders without assigning any reasons thereon.

T.RAGHU RAM
Addl. General Manager (I/c Purchase)
Mishra Dhatu Nigam Ltd., Hyderabad.

Employer

Contractor

Section-I

Mishra Dhatu Nigam Limited
Kanchanbagh, Hyderabad.

Tender Notice No: MDN/PUR/AP58/EADVT/123/17-18

Dt: - 12-08-2017

Two part tenders are invited on behalf of Mishra Dhatu Nigam Ltd., Hyderabad, (MIDHANI) for the work of "**SUPPLY, FABRICATION AND ERECTION OF WIDE PLATE MILL SHEDS THROUGH PEB SYSTEM AT MIDHANI, HYDERABAD.**"

To be submitted by 10.30 hrs on 04-09-2017

Part-1 (Technical Bid) will be opened at 11.00 hrs on 05-09-2017 in the through eproc Addl. General Manager (I/C Purchase), 2nd Floor, corporate office, Mishra Dhatu Nigam Ltd., Hyderabad.

Signature of the Office issuing the document

Name& designation

Date:

*Fill the name of the Contractor.

Employer

Contractor

**Mishra Dhatu Nigam Limited
Kanchanbagh, Hyderabad.**

Tender Notice No: MDN/PUR/AP58/EADVT/123/17-18

Dt: - 12-08-2017

Two part tenders are invited on behalf of Mishra Dhatu Nigam Ltd., Hyderabad, (MIDHANI) for the work of “**SUPPLY, FABRICATION AND ERECTION OF WIDE PLATE MILL SHEDS THROUGH PEB SYSTEM AT MIDHANI.**”, **KANCHANBAGH, HYDERABAD-58** from reputed contractors who are qualified, have experience for design, construction, fabrication and erection of structural steel large size pre-fabricated engineering buildings/industrial sheds.

1. The estimated cost of work is Rs.2700 lakhs. This estimated cost is indicative only for reference to the tenderer.
2. Contract period is 220 days (staggered period)
3. Chairman & Managing Director, MIDHANI shall be the accepting authority of this Contract.
4. **Eligibility Criteria:** The tenderers must have in its name as a prime contractor experience of having successfully completed similar works during last 5 (five) Years ending last day of month previous to which bid applications are Invited (i.e eligibility period) should be either of the following:
 - i) 3 similar completed PEB works each costing not less than the amount equal to 40 % of the estimated cost. OR
 - ii) 2 similar completed PEB works each costing not less than the amount equal to 50% of the estimated cost. OR
 - iii) One similar completed PEB works each costing not less than the amount equal to 80% of the estimated cost.
 - iv) The Designer cum Manufacturer of the Pre Engineered Building structure must have ISO 9001-2008 Certification.
 - v) The Manufacturer of Pre Engineered Building shall have experience of designing, fabrication & execution of at least one job with EOT crane capacity of minimum 150 MT. (supportive document / successful job completion certificate for such work is to be submitted along with the bid).
 - vi) The Pre Engineered Building Manufacture should have designed and executed Pre Fabricated structures with crane

Employer

Contractor

rail at 10.0M height or more, capable of bearing 150 MT capacity EOT crane with full load or more over a span of 18 to 20M center to center of rail in last five years. (Document / work order and successful completion certificate is to be submitted along with tender).

- vii) The Pre Engineered Building structure Manufacturer shall show evidence of ready inventory stock of raw material like plates, hot rolled coils, sheeting coils of minimum quantity of 10000MT. Also plant manufacturing capacity shall be minimum 1, 00,000MT per annum.
- viii) The Pre Engineered Building structure shall be fabricated totally at the factory under controlled quality checks and no portion of the structure shall be out sourced to other fabricator.
- ix) The firm should have facility for welding of built up sections & frames by continuous submerged arc welding process and MIG welding process.
- x) The Pre Engineered Building structure Manufacture should have a separate full-fledged quality control laboratory managed by competent technical Personnel and maintain all quality records of fabrication as per ISO 9001-2008.
- xi) Average annual turnover of PEB work during the last preceding 3 (three) years, ending 31st March of the previous financial year should be at least 30% of estimated cost.
- xii) Evidence of possessing adequate working capital (at least 35% of the value of this work) inclusive of access 2 lines of credit and availability of other financial resources to meet the requirement.
- xiii) Evidence of possessing adequate infra structural support with respect to design, construction, manufacture/supply, erection of major equipment inclusive of legally bound back up capital MOU/ agreement with other agencies in the respective field of specialization as joint venture partners.
- xiv) Details of IT clearance certificate or 3 years. I.T returns or audited balance sheets certified by authorized chartered accountant for last 3 years along with PAN number (copies to be enclosed).
- xv) Details of Regn. No./Code No. Allotted by the ESI and PF authorized (Copies to be enclosed).

- xvi) Latest (not older than six months from the date of this NIT) bank solvency certificate for Rs. 10.80 crores from nationalized scheduled bank-original to be enclosed. **OR audited balance sheet showing Positive net worth equal or more than Rs 10.80 crores for last three financial years.**
- xvii) EMD in the form of B.G for Rs 67.50 lakhs- issued by any nationalized/ scheduled bank shall be submitted. B.G shall be valid for minimum 6 months. **OR Online payment as per details enclosed.**
- xviii) Details of registration / enlistment with government organization/PSUs/ Subsidiaries of Govt .of India/reputed MNC/private firms.
- xix) Certificate of registration as per statutory requirements under GST NUMBER, contract labour laws etc., as may be applicable.
5. Application for obtaining tender documents shall be submitted to A.G.M (I/c purchase) Mishra Dhatu Nigam Ltd, Hyderabad With proof having done similar works, as mentioned at Sl. No. "4" above and latest Income tax clearance certificate or 3 years IT returns or 3 years audited balance Sheets.
6. Tender document will be issued on payment of Rs.1500/- towards cost of Documents. The tender document will be available from 12-08-2017 to 04-09-2017. Tender are also available on web site www.midhani.com and for any clarifications, tenderers are requested to attend Pre-bid meeting in the office of A.G.M (I/c purchase){mob-8978885173 & raghuram@midhani.com} or {Mob no-9177304937 , gmadanmohan@midhani.com }on 18-08-2017 at 11:00Hrs, MIDHANI, Hyderabad.

**The tenders shall be submitted online only.
Manual offers are not considered.**

7. **Technical Bid (online)** will contain mainly:
- Credentials of contractor (as specified in the above clause –4-eligibility criteria) along with "Technical bid".
 - EMD of Rs.67.50 lakhs in the form of Bank Guarantee or online payment as per details given in tender. BG issued by Nationalized

- / Scheduled banks are only accepted. BG shall be valid for 6 months.
- c. Latest (not older than from the date of this NIT) bank solvency certificate for Rs. 10.80 crores from nationalized scheduled bank-original to be enclosed OR **audited balance sheet showing Positive net worth equal or more than Rs 10.80 crores for last three financial years.** Details as indicated in enclosed technical bid format.
 - d. Detail credentials of prospective pre-tie up sub- contractors along with proof.
 - e. Any other additional information, which is thought to be necessary by the tender.
 - f. MIDHANI employee sons/ daughter /near relatives are not allowed to participate in tender.
08. **“Price Bid” (online):** The tenderer shall indicate his offer of quotation for above mentioned work on LUMSUM basis in the price bid BOQ – Bill of Quantity in tender documents in eprocurement portal and shall submit/uploaded online.
- 09 **The TECHNICAL BID** will be opened at 11.00 hrs on 05-09-2017 in the Presence of tenderers/ or their authorized representatives who chose to be present. The technical bid will be evaluated and MIDHANI will short list the tenders based on their credentials and, technical abilities and other conditions if any. **PRICE BID** of the eligible bidders only will be opened at a later stage, for which the date & time will be intimated later.
10. The tenderers, at his own cost are advised to inspect and survey the site and its surroundings and satisfy themselves before submitting their tender .As to the form and nature of the site, means of access to the site, accommodation that may be required. In general, tenderer shall themselves obtain all necessary information as to risk contingencies and other circumstances which may be influence or affect their tender. A tenderer shall be deemed to have full knowledge of the site whether he inspects it or not and no extra claims due to any misunderstandings or otherwise shall be allowed.

11. Submission of a tender by a tenderer implies that he has read this notice and all other contract document and has made himself aware of the scope and specifications for the work to be done and conditions of MIDHANI and local conditions and other factors bearing on execution of the work.
12. This is a lump sum contract and the amount shall be quoted in figures as well as in words for executing works indicated in scope of work, salient features mentioned elsewhere in tender.
13. Payment will be made in stages as mentioned in Price bid.
14. PI refer IS800- 2007, MBMA etc, may be considered while estimating the price for this work.
15. The earnest money will be treated as security deposit in case of a successful bidder.
16. The tenderer shall submit the tender, satisfy each and every condition laid down in the tender document, failing which; the tender is liable to be rejected.
17. MIDHANI reserves the right of accepting the whole or any part of the tender and the tenderer shall be bound to perform the same at his quoted rates.
18. **GST or any other tax and duties prevailing at the time of submission of tender in respect of this contract shall be payable by the contractor and it is deemed that the rates / amount quoted for this work is inclusive of above mentioned taxes. MIDHANI will not entertain any claim whatever in this respect. Tenderer should clearly make a declaration to this effect in his quotation failing which his tender will not be qualified for Price bid opening.**
19. The tenders submitted shall remain valid for a period of 90 days from the date of opening of price bid of the tender. The tenderer shall not be entitled, during the said period of validity, to revoke or cancel his tender or vary the tender given or any item/ conditions thereof. In case of tenderer revoking or canceling his tender varying any terms in regard thereof, the earnest money paid by the tenderer along with the tender shall be forfeited by MIDHANI.

20. The bidder shall bear all costs associated with preparation and submission of his bid, and the MIDHANI will in no case be responsible or liable for those costs.
21. All documents relating to the Bid shall be in the English language.
22. MIDHANI does not bind them to accept the lowest or any tender or to give any reasons for their decision and to cancel the bidding process and reject all Bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the MIDHANI action. This notice inviting tender shall form the part of the contract document.
23. The tenderer shall attend pre-bid meeting on 18-08-2017 at 11:00Hrs in the office of Addl.G.M (l/c Purchase), mob-8978885173 & traghuram@midhani.com or Mob.no-9177304937, [e-mail-gmadanmohan@midhani.com](mailto:gmadanmohan@midhani.com)
- 24. Pre-bid meeting**
- a) The Bidder or his officially authorized representative is invited to attend a pre-bid meeting, which will take place as referred in clause 23 of NIT.
 - b) The purpose of the meeting is to clarify issues and to answer questions on matters that may be raised at that stage.
 - c) The Bidder is requested to submit their questions / queries / clarifications in writing or by email / fax to reach the Corporation not later than one week before the meeting.
 - d) Minutes of the meeting, including the text of the questions raised (without identifying the source of enquiry) and the responses given will be transmitted without delay to all purchasers of the bidding documents. Any modification of the bidding documents which may become necessary as a result of the pre-bid meeting shall be made by the Corporation exclusively through issue of an Addendum only and not through the minutes of the pre-bid meeting.
 - e) All bidders are advised to attend the pre bid meeting failing which it is deemed that he has understood all the terms & conditions & complete tender. No further queries will likely to be entertained after the pre bid meeting.

25. Amendment of Bid Documents

- 25.1 Before the deadline for submission of bids, the Corporation may modify the bidding documents by issuing addenda.
- 25.2 Any addendum so issued shall be part of the bid documents as well as Contract document and shall be communicated in writing or by email /

fax to all the purchasers of the bidding documents. Prospective Bidders shall acknowledge receipt of each addendum by email / fax to the Corporation.

25.2(A) All the bidders must check the web site of MIDHANI for any changes/addendums before the date of submission of the tender. No excuse will be entertained in this regard

25.3 To give prospective Bidders reasonable time to take an addendum into account in preparing their bids, the Corporation may extend the date for submission of bids, if necessary.

26. *Language of the Bid*

26.1 All documents relating to the bid shall be in the English language, unless stated otherwise.

P.S:- This notice inviting tender shall form the part of the contract document.

**For and on behalf of
Mishra Dhatu Nigam Limited**

**(T. Raghuram)
Addl. General Manager (I/c pur.)**

FORMS OF BID AND QUALIFICATION INFORMATION

QUALIFICATION INFORMATION

(The information to be submitted by all the bidders)

1. Individual Bidders or Individual Members of Joint Ventures

1.1 Constitution or Legal status of bidder (attach copy)

Place of registration: _____

Principal place of business: _____

Power of Attorney of signatory Bid: (attach)

1.2 Details of the turnover during last 3 (three) years:

Annual Turnover Data (Construction only)		
Year	Turnover in Rs.	Remarks

1.3 Joint Venture details (if any):

S.No	Name of all partners of a Joint venture
1.	Lead Partner
2.	Partner
3.	Partner

NOTES: Joint Ventures must comply the following requirements:

- i) Following are the minimum qualification requirements for joint ventures:
 - a. The lead partners shall meet not less than 70% of all the qualifying criteria stated in the bid document.
 - b. The other partners shall meet not less than 50% of all the qualifying criteria stated in the bid document.
- ii) The formation of joint venture or change in the joint venture character/partners after submission of the bid and any change in the bidding regarding joint venture will not be permitted.
- iii) Any bid shall be signed so as to legally bind all partners jointly and severally and any bid shall be submitted with a copy of the Joint Venture Agreement (JV Agreement) providing the joint and several liabilities with respect to the contract.
- iv) The pre-qualification of a joint venture does not necessarily pre-qualify of its partners individually or as a partner in any other joint venture or association. In case of dissolution of a joint venture, each one of the

consultant firms may pre-qualify if they meet all the pre-qualification requirements subject to written approval of the MIDHANI.

- v) The bid submission must include documentary evidence to the relationship between joint venture partners in the form of JV Agreement to legally bind all partners jointly and severally for the proposed agreement which should set out the principles for the constitution, operation, responsibilities regarding work and financial arrangements, participation (percentage share in the total) and liabilities (joint and several) in respect of each and all of the firms in the joint venture. Such JV Agreement must evidence the commitment of the parties to bid for the facilities applied for (if pre-qualified) and to execute the contract for the facilities if their bid is successful.
- vi) One of the partners responsible for performing a key component of the contract shall be designated as Lead Partner. This authorization shall be evidenced by submitting with the bid a Power of Attorney signed by legally authorized signatories of all the partners. Duly, registered legally binding on all partners.
- vii) The JV Agreement must provide that the Lead Partner shall be authorized to incur liabilities and receive instructions for and on behalf of any and all partners of the Joint Venture and the entire execution of the contract shall be done with active participation of the Lead Partner.
- viii) The contract agreement should be signed jointly by each Joint Venture Partners.
- ix) An entity can be a partner in only one Joint Venture. Bid submitted by Joint Ventures including the same entity as partner will be rejected.

1.4 Details of experience for similar nature and complexity of work in last 5 (Five) years:

Use a separate sheet for each contract (Attach performance certificates from concerned customer).

1.	Number of contract:
	Name of contract:
2.	Name of the MIDHANI:
3.	Employees address:
4.	Nature of work and special features if any:
5.	Contract role (check one) 1. Sole contractor 2. Partner in Joint venture
6.	Value of the total contract:
7.	Date of award:
8.	Date of completion with original schedule and slippage, if any.
9.	Specified requirements: a) Concrete b) Structural steel works: c) Equipment:

Employer

Contractor

1.5 Information on Bid Capacity: (Works for which bids have been submitted and work which are yet to be completed) as on the date of this bid:

1.6 Evidence of access to financial resources to meet the qualification requirements:

Cash in hand, lines of credit and other financial means etc. sufficient to meet the construction cash flow (copies to be submitted and the following format to be filled up).

Source of Financing	Amount in Rs.
1.	
2.	

1.7 Evidence reports of the last three years : balance sheets, profit and loss statement, auditor's report etc. (copies to be submitted and the following format be filled up)

Financial information in Rs.	Actual : Previous five years					Projected : Next two years	
	1	2	3	4	5	6	7
1. Total assets							
2. Current assets							
3. Total liabilities							
4. Current liabilities							
5. Profits before tax							
6. Profits after tax							

1.8 Evidence of access to financial resources to meet the qualification requirements:

Cash in hand, liquid assets, unencumbered real assets, line of credit and other financial means etc. sufficient to meet the construction cash flow (the copies to be submitted and the following format to be filled up)

Source of financing	Amount in Rs.
1.	
2.	

1.9 Details of the bankers:

Banker	Name of the banker	
	Address of the banker	
	Telephone	Contact name and title
	Fax	Telex

1.10 Information about litigations, if any, in which bidder is involved:

Year	Award Status for or AGAINST applicant	Name of the client, clause of Litigation and Matter of dispute	Disputed amount in Rs.

Employer

Contractor

1.11 Details of the major construction equipment to be used for the work:

	Equipment type and capacity	Make and model	Minimum number
1			

1.12 Details of additional construction equipment (if any) to be purchased new for the project, indicating delivery times required in the form give below:

	Equipment to be purchased new - type and capacity	Make and model	Delivery period	Number
1				
2				

1.13 Personnel capabilities

The bidder must have suitably qualified personnel to fill the following key positions for the project. The applicant will supply information on a prime candidate and an alternate for each positions both of whom, wherever possible meet the experience requirements as specified in format below:

Position	Name	Total post qualification experience (years)	In similar works (years)	As Manager or Section Leader of Similar works (Years)
Project Manager Alternative name		Min 10 years		
Site Engineers of responsible Alternate names		Min 07 years		
Cost controller Alternative name				
Quality Assurance Engineer Alternative name				
Site supervisors of resp. disc. Alternative names				

1.14 The bidder should list transport available for personnel, construction, plant, stores and machinery. Where transport is to be sub-contracted the proposed arrangements should be clearly demonstrated.

1.15 The bidder should provide full details of his plant and maintenance facilities together with the full details of laboratory, testing facilities, safety etc.

- 1.16 Contact person for this work –**
- i. Name & Designation :
 - ii. Address for correspondence with Tel. /Cell No.
- 1.17** Details of IT clearance certificate or 3 years I.T returns or Audited Balance sheets for last 3 years (copies to be enclosed).
- 1.18** Details of Regn. No./Code No. allotted by the ESI and PF Authorities (copies to be enclosed).
- 1.19** Latest (not older than six months from the date of this NIT) bank solvency certificate for Rs. 10.80 crores from nationalized scheduled bank-original to be enclosed. **OR audited balance sheet showing Positive net worth equal or more than Rs 10.80 cr for last three financial years.**
- 1.20** EMD in the form of DD/B.G/P.O/BC) for Rs 67.50 Lakhs drawn in favour of MIDHANI from any Nationalized/Scheduled Bank shall be submitted. Or payment can also be made through online as per the details given in the tender.BG shall be valid for 6 months from the date of submission.
- 1.21** Permanent Income Tax Account No. (PAN)
- 1.22** Other Details
- a. Details of registration/enlistment with Government Organizations/PSUs/Subsidiaries of Coal India.
 - b. Certificate of registration as per statutory requirements under GST, Contract Labour Laws etc. as may be applicable.
- 1.23**
- a) Method of structural analysis adopted for design
 - b) Details of design codes proposed used:
 - c) Any other information viz your standard profiles proposed to be used for column, beams, rafter, purlins , sheets etc.

NOTE: Separate sheets may be attached to furnish details, if necessary Strike out which is not applicable.

AFFIDAVIT

..... Accredited Representative of
M/s. solemnly declare that:

We are submitting Tender for the work "**SUPPLY, FABRICATION AND ERECTION OF WIDE PLATE MILL SHEDS THROUGH PEB SYSTEM AT MIDHANI.**

1. None of the Partners of our firm is relative of the employee of Mishra Dhatu Nigam Limited "MIDHANI".
2. All information furnished by us in respect of fulfillment of eligibility criteria and qualification information of this Tender is complete, correct and true.
3. All documents/credentials submitted along with this Tender are genuine, authentic, true and valid.
4. If any information and document submitted is found to be false/incorrect at any time, department may cancel my Tender and action as deemed fit may be taken against us, including termination of the contract, forfeiture of all dues including Earnest Money and banning/delisting of our firm and all partners of the firm etc. and the work may be carried out at our risk & cost.

Signature of the tender,

Dated:

Seal of Notary

Employer

Contractor

SECTION – II
CONTRACT MEMORANDUM

I/We hereby tender for the execution for the Mishra Dhatu Nigam Limited, MIDHANI, Kanchanbagh, Hyderabad, for the work specified in the underwritten memorandum within the time specified in such memorandum at the rates/amount specified therein and in accordance with all the conditions in all respects with the scope, specifications, design, drawings and instructions in writing referred to in Rule 1 hereof and the General and Other Conditions of Contract and technical specifications etc. along with materials as provided for, by and in all respects in accordance with all the conditions.

MEMORANDUM

a) General Description : **“SUPPLY, FABRICATION AND ERECTION OF WIDE PLATE MILL SHEDS” THROUGH PEB SYSTEM AT MIDHANI, Kanchanbagh, Hyderabad.**

- b) Estimated Cost : Rs. 27.00 crores
- c) Earnest Money Deposit : Rs 67.50 lakhs
- d) Security Deposit : 10% of Work order value.
- e) Time allowed for the work : 220 days (staggered period).

RULE -1

Should this tender be accepted, in whole or in part, I/We hereby agree –

- i) This Bid and your written acceptance of it shall constitute a binding contract between us. We understand that MIDHANI is not bound to accept the lowest or any Bid receive.
- ii) We hereby confirm that this Bid complies with the Bid validity. We also confirm that E.M.D and other required documentary evidences related to this part of the Bid are enclosed (As listed below) herewith either in original/copies self attested duly authenticated by us with signature and seal along with affidavit as per the format provided in the bid document.
- iii) To abide and fulfill all the terms and provisions of the said conditions annexed here to and all the terms and provisions contained in notice inviting tenders so far as applicable, and/or in default thereof to forfeit and pay to Mishra Dhatu Nigam Limited or his successors in office, the

Employer

Contractor

sum of money mentioned in the said conditions. A demand draft/Bank guarantee of a scheduled bank guaranteed by the Reserve Bank of India is submitted as Earnest Money.

If I/We fail to commence the work specified in the above memorandum I/We agree that the said Mishra Dhatu Nigam Limited or his successor in office shall without prejudice to any other right or remedy be at liberty to forfeit the said earnest money absolutely. Otherwise the said earnest money shall be retained by Mishra Dhatu Nigam Limited towards Security Deposit mentioned against Clause (d) of the above mentioned memorandum.

- iv) To execute all the works referred to in the tender documents upon the terms and conditions or referred to therein and to carry out such deviations/modifications as may be ordered, at the rates quoted in the tender documents so long as the total cost of the work executed by us under this contract is within the limits as specified in Schedule – a of General Conditions of Contract and as entered in to the agreement at the rates quoted in the tender document.

I/We hereby declare that I/We have been debarred/not been debarred and/or de-listed/not de-listed by any Government/PSU.

Dated the _____ day of _____ 2012 _____

Authorized signature: _____

Name and Title of the Signatory: _____

Name of the Bidder (contractor) : _____

Address: _____

Date: _____

Witness _____ Signature _____

Address: _____

Occupation: _____

(To be filled in by the Bidder)

Encl: i) E.M.D of Rsvidedt

ii)

iii)

iv)

v)

vi)

Employer

Contractor

The above tender is hereby accepted by me on behalf of the Mishra Dhatu Nigam Limited,

Dated the _____ day of _____ 2012

Signature _____

Tenderer is advised to read carefully and strike out whichever is not applicable and furnish details wherever applicable.

* Signature of Contractor before submission of tender.

+ Signature of witness to contractors signature.

Signature of the officer by whom accepted.

ADDITIONAL RULES AND DIRECTIONS FOR THE GUIDANCE OF TENDERERS:

1. The tenderers are requested to send the covering letter accompanying the tender document as specified and submit online with Techno Commercial Bid.
2. The tender shall be valid for a minimum period of 90 days from the date of opening of Price bid of the tender.
3. The tender document including the drawings shall be submitted online by the tenderers and returned along with their offer for this work.
4. Pre Contract Integrity Pact: Tenderer shall submit the integrity pact signed by supplier (On whom purchase order is to be placed) along with Techno-Commercial Bid. Quotations received without signed integrity pact will be liable for rejection.

SECTION III

SPECIAL CONDITIONS OF CONTRACT

SPECIAL CONDITIONS-III A

1.0 GENERAL:

The special contract conditions of contract (SCC) supplement the General conditions of contract shall be read in conjunction with the invitation to tender, General Conditions of contract, specification, Drawings and or other supplement documents detailing the work etc. Where these special conditions/instructions are repugnant to or at variance with the corresponding conditions, stipulations, specifications elsewhere in the tender document, these special conditions/instructions shall prevail to the extent of such repugnance or variation.

2.0 SITE AND LOCAL CONDITIONS

2.1 Location and General Terrain

MIDHANI plant is located at Phisalbanda in Hyderabad, Andhra Pradesh, adjacent to the existing Defence Metallurgical Research Laboratory (DMRL). The plant is about 10 km away from Hyderabad city. The nearest main railway stations are Nampally and Kachiguda stations of Hyderabad, which are about 12 Km and 9 Km respectively from this plant.

2.2 Climate Conditions

2.3 The climatic conditions at the plant are similar to the conditions prevailing at Hyderabad city and are generally as indicated below:-

Maximum of mean daily temperature	-	40° C
Minimum of mean daily temperature	-	12° C
Absolute maximum temperature	-	45° C
Absolute minimum temperature	-	6° C
Relative humidity maximum	-	83° C
Relative humidity minimum	-	30° C
Average yearly precipitation	-	765 mm
Maximum hourly precipitation	-	about 60 mm
Maximum wind velocity	-	84 km/hr
Absolute maximum wind velocity	-	158.5 km/hr
Wind direction – April mainly from	-	SE and SW
		W and NW
May to Sept. mainly from	-	W and SW
Rest of the year mainly from	-	NE and E
		and SE

2.4 **Earthquake:**

The plant is situated in Zone 'II' as defined in latest seismic maps given in IS 1893 (Part – I).

2.5 **Transport Connections:**

The plant is well connected by road. Important broad gauge railway stations are located nearby as stated earlier. Hyderabad has a commercial airport at Begumpet, about 25 Km from the plant.

2.6 **Communications:**

Postal, telegraph, telephone and Fax facilities are available as follows: -

Post	:	Kanchanbagh, Hyderabad – 500 058
Telegram	:	MIDHANI, HYDERABAD
Telephone	:	040-24343944, 24340001 (10 lines)
Fax	:	04 – 2434 0371, 24340062, 24340597
Mobile no	:	8978885173,9177304937
E-mail	:	traghuram@midhani.com , gmadanmohan@midhani.com ,

2.7 The provision of the above information is for the Contractor's general guidance only and does not relieve him of his responsibility under clauses 6 and 7 if the General Conditions of Contract to satisfy himself of the site conditions and sufficiency of his tender. No claim whatsoever shall be admissible or any extra shall be allowed on these accounts.

3.0 **Construction Facilities:**

3.1 **Construction Water:**

Water / Electricity required for the Works will be made available to the Contractor free of cost at one point of site. The Contractor shall make his own arrangement for drawing water/Electricity from this point and for further distribution at his own cost, with the approval of the Engineer – In – Charge.

He shall construct a storage tank at his cost sufficient for storing enough water for his three days requirements. **No claim for compensation for any failure or short supply of water will be admissible.** The Contractor shall state the requirement of water for construction in the appendix – I herein attached.

MIDHANI do not guarantee the maintenance of uninterrupted supply of water and in case of any interruptions of such supply of water the Contractor shall be responsible for making alternative arrangements of water required for the work, nothing extra/or additional amount shall be paid for the same by MIDHANI. Also, no

extension of time on account of disruption of water supply /non availability of water supply will be entertained.

3.2

Construction Power:

Electric Power from sources available near the site will be made available at free of cost (415 volts, 3 phase (4 wire) 50 cycles) to the Contractor at one point at the site. Further connections, distributions, installation of the switch board, meters etc. shall be arranged and maintained by the contractor, at his own cost with the prior approval of the Engineer – In – Charge. The distribution system shall conform to the Indian Electricity Act 1910 and the Indian Electricity Rules, 1956 with the latest amendments. The Contractor on the completion of the Works shall remove all wiring from the switchboard and meter. He shall reinstate and make well any work disturbed by the temporary power lines, at his own cost to the satisfaction of the Engineer – In – Charge.

MIDHANI do not guarantee the maintenance of uninterrupted power supply and in case of any interruptions of such supply of power the Contractor shall be responsible for making alternative arrangements for supply of powers at his own cost. When Contractor makes his own arrangements of supply of Power required for the work, nothing extra/or additional amount shall be paid for the same by MIDHANI. Also, no extension of time on account of disruption of power supply/non availability of power supply will be entertained.

4.0 **CONDITIONS, SCOPE AND SPECIFICATIONS TO BE FOLLOWED**

The work shall be carried out strictly in accordance with the Contract conditions, scope & specifications. In the absence of any specification for any work or material, relevant Indian Standard Specifications will be applicable and where no Indian Standard Specification exists, If nothing is available then the Engineer's decision shall be final and binding to the contractor.

5.0 **CLARIFICATIONS**

The tenderer shall note that if any clarifications regarding specifications, conditions of contract, schedule of quantities, scope of work etc., are required, he should contact the Mobile no: 8978885173, 9177304937
E-mail: traghuram@midhani.com, gmadanmohan@midhani.com

6.0 **CARE IN SUBMISSION OF TENDERS**

Before submitting the tender, the tenderer will be deemed to have satisfied himself by actual inspection of the site, locality of the works, the

geological and weather conditions of the site, approaches, availability of materials, camping facilities for his labour force etc. and ensure that all conditions liable to be encountered during the execution of the works are taken into account and that, the rates he enters in the tender form are adequate and all inclusive to comply with the provisions of the special and General conditions of the contract for the completion of the works to the satisfaction of the Engineer.

7.0 **SITE INVESTIGATION**

The Contractor shall ensure that he has satisfied himself as to the nature and location of the work, the general and local conditions, particularly those bearing upon transportation, disposal, handling and storage of materials, sources of stone, metal, sand etc. leads thereof, availability of labour, water, electric power, roads and uncertainties of weather, or similar physical conditions of the site, the conformation and conditions of the ground character, the quality and quantities of surface and sub-surface materials to be encountered, including the subsoil water levels, the character of equipment facilities needed preliminary to and during the progress of the work, and all other matters upon which information is reasonably obtainable and which can in any way affect the work or his cost thereof under contract. Any failure of the Contractor to acquaint himself with all the available information concerning these conditions will not relieve him from responsibility for estimating properly the difficulty or cost of successfully performing the work. Non familiarity with the site conditions will not be considered a reason either for extra claims or for not carrying out the work in strict conformity with conditions, scope, drawings and specifications of the tender.

8.0 **TIME SCHEDULE OF CONTRACT:**

Time is the essence of the Contract. The Contractor shall complete the whole of works covered under the scope of Contract and to the entire satisfaction of the Engineer – In – Charge within 220 days from the date of signing of contract.

Total 220 days will be split in four stages as placed below:

Stage – I: - Within 20 days after signing of contract, the contractor has to submit the detailed fabrication plan to MIDHANI.

Stage – II: - Within 95 days after signing of the contract, contractor to start supply the material at site to start erection of PEB structures.

Stage – III:- Erection of PEB column, beams, roof sheeting, cladding shall be completed within 75 days after the handover of civil foundation.

Stage-IV:- Balance finishing works shall be carried in coordination with civil contractor for side cladding, closing sides of steel door, walls etc within 30 days from the date of handover of civil works in respective area.

9.0 **ASSIGNMENT OR TRANSFER OF CONTRACT:**

The contractor shall not without the prior written approval of the Accepting officer, assign or transfer the contract or any part thereof or any share, or interest therein to any other person. No sum of money which may become payable under the contract shall be payable to any person other than the contractor unless the prior written approval of the Accepting officer / the Engineer to the Assignment or transfer is given.

10.0 **SUB – CONTRACT**

The contractor shall not sublet or sub-contract any portion of the contract without the prior written approval of the Engineer.

11.0 **SUBMISSION OF AGREEMENTS, BANK GUARANTEES, HYPOTHECATION DEEDS ETC.**

Any agreement, Bank guarantee, Hypothecation deed(s) required to be executed under this contract shall be made at the cost of the contractor with proper stamp duty in the prescribed formats. However, MIDHANI have the right to alter, modify and delete any materials in such formats as deemed fit.

12.0 **JURISDICTION:**

Notwithstanding anything contained elsewhere in this Tender document quotations of the Tenderer or in any other documents whatsoever, for the purpose of jurisdiction, the courts at Hyderabad shall only have jurisdiction to try any matter or disputes arising out of this Tender after exhausting all the remedies available in the contract.

13.0 **CANCELLATION OF CONTRACT FOR DEFAULT OF THE CONTRACTOR:**

- a) If the contractor makes default in commencing the contract works within a reasonable or within the time specified, or if, the contractor in the opinion of MIDHANI during the currency of the contract makes default in proceeding with the contract services, which includes Engineering (Design), Procurement, Fabrication, Erection, Testing and Finishing etc. complete for completion of PEB works of the project stipulated in this contract or progress of the work is slow, or the services are poor or if the contractor fails to comply with any of the terms and conditions of the contract, or fails to complete the works in part or full or fails to achieve the progress as set out under the contract or abandons the contracts

or otherwise commits any breach of contract, MIDHANI will cancel the contract as a whole or in part with prior notice to the contract at the sole cost, risk and expense of the contractor and get the balance part of contract/services executed either by MIDHANI itself, or by appointing another contractor or through any other agency/agencies as deemed fit. In such an event, the contractor shall be liable to make good and compensate all losses, expenses whatsoever, incurred or to be incurred by MIDHANI, **in addition to forfeiture of EMD/Security Deposit.**

- b) In the event of cancellation of contract as above and the completion of the contract services either by MIDHANI or by another contractor or through any other agency/agencies, if the cost of completion works out less than the cost under this contract, the advantage shall accrue to MIDHANI and the contractor will not be given back any sum or material. No claim be entertained in this respect.
- c) **The contractor shall accept full responsibility for the structural soundness of the pre engineering building (PEB) works executed by him. The contractor shall also compensate for any loss or damage caused to by reason of any defect or deficiency in the fabrication, erection, construction etc. for the works carried out by him or by reason of ambiguity or lack of clarity in tender documents.**

14.0 **CONTRACT SIGNING:-**

The successful contractor is required to conclude a contract agreement on a non-judicial stamp paper of Rs.100.00 (or amended from time to time) on ward of the contract in the prescribed format approved by MIDHANI within one week from the date of issue of letter of intent/work order.

15.0 **AUTHORISED PERSON**

- 15.1 The contractor shall have a duly authorized person at site right from the commencement of works to the completion of the works. Such person shall be authorized by suitable Power of Attorney to act on behalf of the contractor to accept notices under the contract and to agree to extras, omissions and varied items of works and rates for the same. Such person shall maintain on his staff qualified engineers and such other personnel as may be required for efficient execution of the works. Any notice under the contract shall be deemed to have been served on the contractor if served upon such person or sent by registered letter to his address at site. Such person shall not be changed and shall not leave the site during the duration of the Contract without prior consent from "the engineer". If the Engineer' shall require the contractor to carry out any rectifications under the terms of the contract after the works are

completed, the contractor shall have the same or another duly authorized person at site when such rectifications are being carried out.

- 15.2 The contractor shall send a duly authorized competent representative to meet the Employer at his office at Hyderabad whenever called upon in writing to do so by the Employer or the Engineer and any instructions, directions or explanations given by the Engineer to such representative shall be held to have been given to the Contractor.

16.0 **SPECIFICATION & DRAWINGS**

- a) All the works shall also conform to the technical specifications, drawings and tender conditions enclosed.
- b) The contractor shall submit a detailed construction schedule with in 07 days of the receipt of work order and get it approved by the Engineer-in-Charge and the contractor shall strictly adhere to such approved programmed.

17.0 **CONSTRUCTION PROGRAMME**

The time allowed for carrying out the work as entered in the tender shall be strictly observed by the Contractor and shall be deemed to be essence of the contract on the part of the Contractor and shall be reckoned from the date on which the work order to commence the work is issued to the Contractor or mentioned elsewhere in the Work Order. All the works shall be completed in accordance with the approved construction schedule which forms a part of the contract. Monsoon or inclement weather will not be considered for extension of time.

18.0 **SECURITY RULES**

The contractor shall at his own expense, arrange for the safety provisions as appended to these conditions, or as required by the Engineer in respect of all labour directly or indirectly employed for the execution of the works and shall provide all facilities in connection therewith. In case, the contractor fails to make the arrangements and provide necessary facilities as aforesaid, the Employer shall be entitled to do so and recover the cost thereof from the contractor.

19.0 **SAFETY CODE:**

The contractor shall at his own expense, arrange for the safety provisions as appended to these conditions, or as required by the Engineer – In – Charge in respect of all labour directly or indirectly employed for the performance of the works and shall provide all facilities in connection therewith. In case the contractor fails to make the arrangements and provide necessary facilities as aforesaid, the

Employer shall be entitled to do so and recover the cost thereof from the contractor.

20.0 **SHIFT DUTY**

The Contractor may be allowed to carry out work in shifts with the prior approval of the Engineer.

21.0 **TEMPORARY APPROACH ROADS**

The Contractor shall construct and maintain at his own cost, the temporary access roads and approaches to the work site, offices, workshop, etc. wherever necessary. The Contractor may use the roads formed by the "MIDHANI" in the vicinity of the works for transport of concrete and haulage of materials and carrying out the work without damaging the same.

If additional haulage roads are required by the Contractor, he shall construct them at his own cost. Location of such roads shall be subject to the prior approval of the Engineer. All roads at the work site including any road formed by the Contractor will be made use of by the project, other contractors and agencies at site and the Contractor is not entitled for any payment as compensation on this account.

22.0 **MAINTENANCE OF CLEAN SITE CONDITIONS**

During the Construction stage the contractor, at his own cost, shall keep the site in neat and tidy condition and will remove all debris and waste materials from the site regularly and as directed by Engineer in charge from time to time.

23.0 **CONTRACTOR TO PROVIDE LABOUR AND ASSISTANCE**

The Contractor shall provide necessary manpower, labour, all assistance including material, to the Engineer for checking layout, alignments, levels and other survey works connected with the execution of work and also for taking measurement for works and to maintain and furnish all the records as directed by Engineer at his own cost and no extra cost to the "MIDHANI".

24.0 **MODE OF MEASUREMENT**

The mode of payments for Pre Engineering building contract will be stage wise as mentioned elsewhere in the tender document.

For lumpsum tenders, Mode of measurement when not specified in the tender shall be in accordance with relevant Indian Standard Specifications and where not spelt out in BIS or elsewhere, Engineer's decision shall be final and binding on the Contractor. .

25.0 **VALIDITY OF RATES:**

The tenderer shall note that the tender rates quoted by him shall be valid for a period of 90 days from the date of opening of the Price bid of the tender.

26.0 **MOBILISATION ADVANCE**

10 (Ten) % mobilization advance will be payable in this PEB contract against Bank Guarantee & 14% interest as specified in payment terms of price Bid against stage – I payment .

27.0 **ESCALATION**

No escalation is payable for this PEB contract.

28.0 **ACCOMMODATION**

Contractor will not be provided any area of land for his labour camp & he has to make his own arrangements for accommodations of his Engineers, other staff, workers & labours.

"MIDHANI" may allot some land, if available, for the Contractor's timber and steel yards, office and stores at site. Locations will be decided by Engineer in charge.

The Contractor shall arrange adequate facilities for medical aid and treatment for his staff and workers engaged on this project both at the camp and work site.

29.0 **LIGHTING**

Adequate lighting facilities such as flood lights, hand lights and area lighting shall be provided by the Contractor at his own cost at the site of construction, at the storage of his materials and equipment and at temporary access roads within the working area. The Contractor shall obtain the approval of the Engineer to the lighting arrangement prior to installation.

30.0 **SAMPLES OF MATERIALS SUPPLIED BY THE CONTRACTOR**

Contractor shall supply free samples of material to be used for this works whenever asked for. Failure of any sample to pass the specified requirements for a particular use will be sufficient cause for rejection. The materials so rejected shall be removed by the contractor

immediately, failing which the same shall be removed by the Engineer at the risk and cost of the contractor.

31.0 **USE OF STORAGE AREAS & LAND**

The Contractor shall construct any storage areas and yard facilities with the prior approval of the Engineer, he may require for the performance of the work at his own expenses. Location of the areas shall also be subject to the approval of the Engineer. The Contractor will also have to make his own arrangement for Watch and Ward for his material, equipments etc. MIDHANI will not hold any guarantee for keeping Watch & Ward of the contractor's material and equipments.

32.0 **USE OF WORKS PENDING COMPLETION**

The Engineer shall be at liberty at any time to put into beneficial use the whole or any part of the work, he may desire to use pending completion and taking over of the same. The decision of the Engineer shall be final and binding on both the parties as to whether the items are minor or important and if the Engineer certifies that the items to be completed are important notwithstanding anything contained in this contract the taking over certificate shall not be issued. Such possession or use shall not be deemed as an acceptance of any contract.

33.0 **REMOVAL OF TEMPORARY WORKS, PLANT AND SURPLUS MATERIALS**

Prior to final acceptance of the completed work but excepting as otherwise expressly directed or permitted in writing, the Contractor shall at his own expense, remove from the site and dispose off the temporary structure, all false-work and scaffolding, grid work, all plant and material and debris for which he is responsible, to the satisfaction of the Engineer.

34.0 **RIGHTS OF OTHER AGENCIES**

The Contractor shall note that several other agencies may also be simultaneously working within and around the structures covered under the present contract.

The Contractor shall plan and execute his work in phased manner as directed by the Engineer from time to time and shall fully cooperate with other agencies working at site simultaneously.

The Contractor shall permit, as directed by the Engineer from time to time, such works to be carried out without any hindrance and fully co-ordinate his activities and extend all his co-operation to the other agencies working therein without any extra cost to MIDHANI. In case of

dispute in such co-ordination, the Engineer's decision shall be final and binding on the Contractor.

35.0 **TAXES**

a) **ROYALTIES & TAXES:**

Rates/amount quoted by the tenderer shall be inclusive of all quarry fees, royalties, excise duties and other taxes on all materials/services brought / provided by the contractor to the site.

b) **GST ON WORKS CONTRACT:**

It is deemed that contractor has included in his quoted rates/amount, the prevailing rate of GST as imposed by Govt. (if any) which has already been come in to force prior to the receipt of tender.

However, if any increase or decrease in rate of taxes imposed by state/statutory authorities, after the date of receipt of tenders, and the contractor thereupon necessarily and properly pays and submit the proof of payment of such taxes, the contractor shall be reimbursed/deducted the amount so paid or reduced for the said increase/decrease. The contractor shall keep necessary books of accounts and other documents for the purpose of this condition as may be necessary and shall allow inspection of the same by a duly authorized representative of "MIDHANI" and further shall furnish the information/document as the Engineer-in-Charge may require.

36.0 **MOBILISATION OF PLANT & EQUIPMENT/MANPOWER:**

The tenderer shall furnish with his tender, a list of plant and equipments, manpower etc. that he shall deploy at site for execution of the work, He shall, during the contract period, augment and mobilize equipment, plant and machinery, man power, including additional equipment & man power if found essential, at his own cost to meet the construction schedule. Tender not accompanying such list/details may liable for rejection.

37.0 **APPROVED MATERIAL TO BE USED**

Approved materials shall only be used. No substitute will be allowed without prior written approval of the Engineer.

38.0 **COMPLIANCE WITH ENACTMENTS:**

The contractor shall comply with the provisions of the following Acts and Rules as amended from time to time:

- a) The Contract Labour (Regulation & Abolition) Act 1970 or any amendment thereof and Rules made there under and all legislations and rules of the State or Other local Authority framed from time to time.

The Rules and other statutory obligations with regard to wages, welfare and safety measures, maintenance of all required registers etc will be deemed to be part of the contract. Such Registers shall be produced by the Contractor for inspection as and when required by MIDHANI or Labour Department Authorities.

- b) The Contractor must possess valid license under AP Control Labour (R&A) Act and Rules for employing contract labour on the date of the submission of tender, in case of engagement of contract labour. It is mandatory to implement the GOs issued by the AP Government from time to time on payment of wages.
- c) The Provisions of the Minimum Wages Act 1948 and Payment of Wages Act 1936 as amended from time to time and rules made there under.
- d) Industrial Disputes Act
- e) Workmen's Compensation Act 1923 or any other law of similar nature for the time being in force.
- f) Provisions of the Employment of Children Act 10\938 as amended from time to time.
- g) Equal Remuneration Act.
- h) The Provisions of ESI Act and EPF Act and the rules made there under in respect of the workmen engaged by him. In case of non-applicability of the provisions of the said Acts on account of number of employees engaged for the work to be performed at MIDHANI site, the Contractor has to comply with the provisions of the EPF Act through the Code number of the principal Employer and in respect of ESI Act, MIDHANI will deduct the necessary contributions payable by the Direct Employer and the workmen from the Contractor's Bills taking into account the labour component from the contract value, as per the stipulations made by the ESIC and credit to the ESIC.

39.0 **CONSTRUCTION EQUIPMENT**

- 39.1 The Contractor shall make his own arrangements to procure all constructional plant and equipment for efficient and timely execution of the work. He shall state in the Appendix II the type and number of different equipment in good working conditions, with their capacities, which he will use on the site to ensure the completion of the works in the specified time.
- 39.2 All materials, construction plants and equipment etc once brought by the contractor at the site are not to be removed from there without the written permission of the Engineer. Also, the contractor shall have adequate stock of spare parts for the equipment at site and the works

shall not be delayed on this account. All temporary works built by the contractor, for the main construction undertaken by him are not to be dismantled and removed without written permission of the Engineer.

40.0 **SAFETY CODE:**

The contractor shall at his own expense, arrange for the safety provisions as appended to these conditions, or as required by the Engineer – In – Charge in respect of all labour directly or indirectly employed for the execution of the works and shall provide all facilities in connection therewith. In case the contractor fails to make the arrangements and provide necessary facilities as aforesaid, the Employer shall be entitled to do so and recover the cost thereof from the contractor.

41.0 **SECURITY REGULATIONS:**

The Contractor shall abide by all the security regulations promulgated by the Employer from time to time. In order to facilitate the issue of exit Gate permit for materials and equipment to be taken out after completion of the work, the contractor shall submit a list of equipment and/or other Materials that may be taken inside the protected area from time to time.

42.0 **CLEANING SITE:**

The contractor shall clean the site as required of grass, trees, vegetation and debris prior to the start of the work, at his own cost.

43.0 **CLEARING SITE ON COMPLETION:**

On completion of the works, the site shall be cleared by the contractor of all men, materials, temporary sheds, debris, rubbish, plants and equipment belonging to the contractor at no extra cost. The site and surroundings shall be handed over in a clean and neat condition as required by the Engineer. In case of failure by the contractor, the Employer will get the site cleared at the risk and cost of the contractor.

44.0 **TRANSFER OF GUARANTEES:**

All guarantees for the works such as waterproofing, acid resisting, materials etc for the entire works as obtained from the manufacturer or from specialize shall be transferred to the MIDHANI through the Engineer by the contractor, prior to the acceptance of such works.

45.0 **MISCELLANEOUS:**

The Engineer may ask at his description working out details of any items quoted by the contractor and which are considered abnormally

high/abnormally low with respect to estimated rates. The contractor will bound to give all such details to the Engineer.

46.0 **COST OF TESTS:**

The entire cost of conducting all tests including additional tests for execution of this work shall be borne by the contractor. This also includes the testing for the construction materials/finish items (including the cost of test samples, manpower, fees, transportation, incidentals etc.) if such test is clearly intended or provided for the contract or specified in the relevant codes or as directed by the Engineer from time to time. No claim will be entertained in this respect.

47.0 **PART RATES:**

The part rates recommended by Engineer – In – Charge in the Running Accounts Bills for the items of works in progress shall be binding on the contractor.

48.0 **PAYMENT OF AUTHORIZED SUB-CONTRACTORS:**

The Contractor shall pay the amount for the work carried out by their sub-contractors from time to time and within the stipulated time period according to their conditions. However, the Contractor shall pay all the amount and settle all the dues of his authorized sub-contractor prior to payment of final bill of this work by MIDHANI and will also submit the undertaking from the authorized sub-contractor / Certificate and proof in this respect. If Contractor fails to make the legitimate payments to his authorized sub-contractors, the MIDHANI will have right to use its discretion to make the payment to the authorized sub-contractors directly and the amount so paid will be deducted from the any money/sum due to the Contractor with MIDHANI and its Associates. In case of any dispute, the decision of MIDHANI in this respect will be final and binding on the Contractor.

49.0 **PAYMENT OF THE RUNNING ACCOUNT (RA) BILL:**

Payment of the RA bills along with MB will generally be made by MIDHANI within 15 working days from the date of certification by Engineer-in-charge. Duly, entered in Measurement book with quantities of works carried out and certified & accepted by contractor and certified by Engineer-in-charge. Any recoveries to be made from contractor should also be recorded in MB duly agreed by contractor & certified by Engineer-in-charge. However, if any mistake is found during the checking of RA bill or it is found that the contractor has inflated the bill, the same will be returned to the contractor within two working days from the date of RA bill submission. The contractor will resubmit the bill after necessary corrections and the aforesaid 07 working days will be reckoned from the date of re-submissions of the RA bill. However, if any

delay in payment of the RA bill is occurred due to unforeseen reasons, the Contractor will not have any right to claim any compensation on this account.

The Contractor, at his own cost, will maintain and furnish all the records necessary for this work and as directed by the Engineer. This also include the records for daily measurements (if required), testing, material accounting, Pour cards etc for entering final measurements of RA bill in M.B from time to time.

P.S:- (a) It may please be noted that conditional tenders are generally liable to be summarily rejected.

APPENDIX – I OF SPECIAL CONDITIONS OF CONTRACT – WATER AND POWER REQUIREMENT OF THE CONTRACTOR AT SITE

1. **WATER**

Quantity of raw water required =
cum/hr

2. **POWER**

Quantity of Power required = KVA

APPENDIX – II OF SPECIAL CONDITIONS OF CONTRACT

The contractor shall indicate in the following table the type and number of equipment he intends to deploy on site in good working condition for execution of the works in efficient manner.

Sl. No.	Type of Equipment	Capacity	No. of Equipment
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Employer

Contractor

SECTION – IV

GENERAL CONDITIONS OF CONTRACT

I. INTERPRETATION AND DEFINITIONS

CLAUSE 1:

1. Singular and Plural

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

CLAUSE 2:

2. Heading and Marginal Notes to Clauses

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

CLAUSE 3:

3. Definitions

- (a) The Owner/"MIDHANI" shall mean the "Mishra Dhatu Nigam Limited" ("MIDHANI") having its registered office at P.O. Kanchanbagh, Hyderabad – 500 058 and include their legal representatives, successors and permitted assigns.
- (b) The "Accepting Authority" shall mean the authority mentioned in Schedule "A".
- (c) The "Contract" shall mean an agreement where a proposal has been accepted and shall include the notice inviting the tender, the tender and acceptance thereof and the formal agreement, if any, executed between the Mishra Dhatu Nigam Ltd. ("MIDHANI") and the contractor together with the documents referred to therein including General conditions with appendices, Special conditions with appendices and any other special conditions; the specifications, designs, drawings, schedule of quantities with rates and amounts, together with MIDHANI's letter of intent including the relevant correspondence entered between the tenderer & the MIDHANI prior to issue of letter of intent. All these documents taken together shall be deemed to form one contract and shall be complementary to one another.
- (d) **The "Contractor" shall mean the individual or registered firm or incorporated company undertaking the works and shall include legal heir of such individual or persons composing such firm or company or successors of such firm or company as the case may be and permitted assigns of such individual or firm or company.**
- (e) The "Contract Sum" shall mean:-

- (i) In the case of “Lump sum Contracts” the sum for which the tender is accepted.
 - (ii) In the case of “Item Rate Contracts” the cost of the works arrived at after extension of the quantities shown in Schedule of Quantities by the item quoted by the tenderer for the various items.
- (f) A “Day” shall mean a day of 24 hours from mid-night to mid-night irrespective of the number of hours worked in that day.
- (g) “Engineer-in-Charge” shall means the Engineering Officer appointed by the “MIDHANI” of his duly authorized representative who shall direct, supervise and be in charge of the works for purposes of this Contract.
- (h) “Excepted Risks”, are risks due to riots (other than that among Contractor’s employees) and civil commotion (in so far as both these are uninsurable), war (whether declared or not), invasion, act of foreign enemies, hostilities, civil war, rebellion, revolution, insurrection, military or usurped power, any acts of Government, damage from aircrafts, acts of God such as earthquake, lightning and unprecedented floods and other causes over which the Contractor has no control and accepted as such by the Accepting Authority or causes solely due to use or occupation by the “MIDHANI” of the part of Works in respect of which a certificate of completion has been issued.
- (i) “Market Rate” shall be the rate as decided by the Engineer-in-Charge on the basis of the cost of materials and labour at the Site where the work is to be executed, plus the percentage mentioned in Schedule A to cover all overheads and profit. For material issued by the “MIDHANI”, the overheads and profit percentage shall be allowed @ 2.5%.
- (j) Schedule(s) referred to in these conditions shall mean the relevant schedule (s) annexed to the tender papers issued by the “MIDHANI” or the Standard Schedule of Rates prescribed by the “MIDHANI” and the amendments thereto issued from time to time.
- (k) The “Site” shall mean the lands and/or other places on, under, in or through which the work is to be executed under the Contract including any other lands or places which may be allotted by the “MIDHANI” or used for the purposed of the Contract.
- (l) “Temporary Works” shall mean all temporary works of every kind required in or about the execution, completion or maintenance of the Works.
- (m) “Urgent Works” shall mean any urgent measures which, in the opinion of the Engineer-in-Charge, become necessary during the process of the work to obviate any risk of accident or failure or which become necessary for security.

- (n) A "Week" shall mean seven days without regard to the number of hours worked in any day in that week.
- (o) The "Works" shall mean the works to be executed in accordance with the Contract or part (s) thereof as the case may be and shall include all extra or additional, altered or substituted works as required for performance of the Contract.
- (p) "In writing" or "Written" means writing, typing, printing and lithography and any other mode of representing or reproducing words in a visible form.
- (q) "Notice in Writing" or "Written Notice" means a notice is written, typed or printed characters sent (unless delivered personally or otherwise proved to have been received) by registered post to the list known private or business address or registered office of the addressee and shall be deemed to have been received when in the ordinary course of post it would have been delivered.
- (r) "Approved" means approved in writing, including subsequent written confirmation of previous verbal approval and "Approval" means approval in writing including as aforesaid.

II. SCOPE AND PERFORMANCE

CLAUSE 4:

4.0 Contract Documents:

- 4.1** The Contractor shall be furnished, free of charge, two certified true copies of the Contract Documents and the schedule of quantities and rates and of all further drawings, which may be issued during the progress of the works. He shall keep one copy of these Documents on the Site in good order, and the same shall at all reasonable times be available for inspection and use by the Engineer-in-Charge, his representative or by other Inspecting Officers.
- 4.2** None of these Documents shall be used by the Contractor for any purpose other than that of this contract.
- 4.3** The Contractor shall take necessary steps to ensure that all persons employed on any works in connection with this Contract have noticed that the Indian Official Secrets Act 1923. (XIX of 1923) applies to them and shall continue to apply even after the execution of such works under the Contract.

CLAUSE 5:**5.0 Works to be carried out****5.1 General:**

(a) The Contractor shall execute the whole and every part of the work in the most substantial and workmanlike manner both as regards materials and otherwise in every respect in strict accordance with the specifications. The Contractor shall also conform exactly, fully and faithfully to the design, drawings and instructions in writing in respect of the work assigned by the Engineer-in-Charge.

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

In the case of any class of work for which there is no such specifications as referred to above, such work shall be carried out in accordance with Bureau of Indian Standards Specifications. In case, there are no such specifications in Bureau of Indian Standards, the work shall be carried out as per ASTM or other codes / standards. In case, there are no such specifications the work will be carried out as per manufacturers' specifications approved by Engineer In charge. In case there are no such specifications as referred to the above the work shall be carried out in all respects in accordance with the instructions and requirements of the Engineer-in-Charge.

5.2 Engineering Data:

The furnishing of engineering data by the Contractor shall be in accordance with the scope of work and schedule as specifications. The review of these data by the Engineer will cover only general conformance of the data to the specifications and documents. **The review and/or approval by the Engineer shall not be construed by the Contractor, as limiting any of his responsibilities and liabilities for mistakes and deviations from the requirements specified under these specifications and documents.**

CLAUSE6:**6.0 Inspection of Site**

The Contractor shall inspect and survey the Site and its surrounding and shall satisfy himself before submitting his tender as to the form and nature of the Site, the quantities and nature of work and material necessary for the

completion of the works and the means of access to the Site, the accommodation he may require and in general shall himself obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect his tender. No extra charges consequent on any misunderstanding or otherwise shall be allowed.

CLAUSE 7:

7.0 Sufficiency of Tender

The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rates and prices quoted in the Schedule of Quantities, which rates and prices shall, except as otherwise provided, cover all his obligations under the Contract and all matters and things necessary for the proper completion and maintenance (up to defect liability period) of the works.

CLAUSE 8:

8.0 Discrepancies and Adjustment of Errors

The several documents forming the Contract are to be taken as mutually explanatory of one another, detailed drawing being followed in preference to small scale drawing and figured dimensions in preference to scale and Special Conditions in preference to General Conditions.

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

- | | |
|-----|--|
| (a) | Description in Schedule of Quantities |
| (b) | Particular Specification and Special Conditions, if any. |
| (c) | Drawings |
| (d) | General Specifications. |

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

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

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

- (a) In the event of a discrepancy between description in words and figures quoted by a tenderer, the description in words shall prevail.
- (b) In the event of an error occurring in the amount column of Schedule of Quantities as a result of wrong extension of the unit rate and quantity, the unit rate shall be regarded as firm and extension shall be amended on the basis of the rate.
- (c) All errors in totaling in the amount column and in carrying forward totals shall be corrected.
- (d) The totals of various sections of Schedule of Quantities amended shall be carried over to the General Summary and the tendered sum amended accordingly. The tendered sum so altered shall, for the purpose of tender, be substituted for the sum originally tendered and considered for acceptance instead of the original sum quoted by the tenderer. Any rounding off of the Quantities or in sections of Schedule of Quantities or in General Summary by the tenderer shall be ignored.

**CLAUSE 9:
Security Deposit**

- 9.1 Contractor has to submit Bank Guarantee issued by Nationalized or scheduled banks for 10% of contract value within 7 days of contract agreement as Security Deposit. This B.G shall be valid till completion of work with defect liability and contract with claim period of 3 months and encashable at SBI, Chandrayanagutta.

All compensations or the other sums of money payable by the contractor under the terms of this contract may be deducted from, or paid by the sale of a sufficient part of his security deposit or from the interest arising there from, or from any sums which may be due to or may become due to the contractor by "MIDHANI" on any account whatsoever and in the event of his Security Deposit being reduced by reason of any such deductions or sale as aforesaid, the contractor shall within 10 days make good in cash or Guarantee Bond in favour of the Chairman & Managing Director, MIDHANI or fixed deposit receipt tendered by the State Bank of India or by Scheduled Banks (in case of guarantee by the Reserve Bank of India); or Government Securities (if deposited for more than 12 months) endorsed in favour of the Engineer-in-Charge, any sum or sums which may have been deducted from, or raised by sale of his security deposit or any part thereof. The security deposit shall be collected from the running bills of the contractor at the rates mentioned above and the Earnest money if deposited in cash at the time of tenders will be treated a part of the Security Deposit.

Note-1: Government papers tendered as security will be taken at 5% (five percent) below its market price or at its face value, whichever is less. The market price of Government paper would be ascertained by the competent authority of MIDHANI at the time of collection of interest and the amount of

interest to the extent of deficiency in value of the Government paper will be withheld if necessary.

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

9.2 Refund of Security Deposit:

One half of the security deposit refundable to the Contractor worked out on the basis of the value of work completed shall be refunded to the Contractor on the discretion of Engineer In-charge & on the Engineer-in-Charge certifying in writing that the work has been completed as per Clause 34 hereof etc. and the remaining amount of Security Deposit will be sufficient to adjust the outstanding demand.

On expiry of the Defects Liability Period of 12 months from the date of completion (referred to in Clause 36 hereof) or on payment of the amount of the Final Bill payable in accordance with Clause 55, whichever is later, the Engineer-in-Charge shall initiate action to refund to the Contractor the remaining portion of the security deposit provided the Engineer-in-Charge is satisfied that there is no demand outstanding against the Contractor.

9.3 No interest shall be payable to the Contractor on the Security Deposit furnished/recovered from the Contractor by the "MIDHANI".

CLAUSE 10:

10.0 Deviations/Variations Extent & Pricing – Not applicable for this contract

10.1 The Engineer-in-charge shall have power

- (i) To make alteration in, omission from, additions to, or substitutions for the original specifications, drawings, designs and instructions that may appear to him to be necessary or advisable during the progress of the work, and
- (ii) To omit a part of the Works in case of non-availability of a portion of the Site or for any other reasons, and the Contractor shall be bound to carry out the Works in accordance with any instructions given to him in writing signed by the Engineer-in-Charge and such alterations, omissions, additions or substitutions, shall form part of the Contract as if originally provided therein and any altered, additional or substituted work which the Contractor may be directed to do in the manner above specified as part of the works, shall be carried out by the Contractor on the same conditions in all respects including price on which he agreed to do the main work.

Any alterations, omissions, additions or substitutions which radically change the original nature of the Contract shall be ordered by the Engineer-in-charge as a deviations and in the event of any deviation being ordered, which in the opinion of the Contractor changes the original nature of the Contract, he shall nevertheless carry it out and the disagreement, if any, as to the nature of work and the rate to be paid therefore shall be resolved in accordance with Clause – 59.

- 10.2 The time for completion of the works shall, in the event of any deviations resulting in additional cost over the Contractor:
- (a) In the proportion, which the additional cost of the altered, additional or substituted work, bears to the original Contract sum; plus
 - (b) 25% of the time calculated in (a) above or such further additional time as may be considered reasonable by the Engineer-in-Charge.
- 10.3 Rates for such altered, additional or substituted work shall be determined by the Engineer-in-charge as follows:-
- 10.3.1 If the rate for altered, additional or substituted item of work is specified in the Schedule of Quantities, the Contractor shall carry out the altered, additional or substituted item at the same rate. In the case of composite tenders, where two or more Schedule of Quantities may form part of the Contract, the applicable rate shall be taken from the Schedule of Quantities of that particular part in which the deviation is involved, failing that at the lowest applicable rate for same item of work in the other Schedule of Quantities.
- 10.3.2 If the rate for any altered, additional or substituted item of work is not specified in the Schedule of Quantities, the rate for that item shall be derived from the rate for the nearest similar item specified therein. In case of composite tenders where two or more Schedule of Quantities form part of the Contract, the rate shall be derived from the more Schedule of Quantities form part of the Contract, the rate shall be derived from the nearest similar item in the Schedules of Quantities of the particular part of works in which the deviations is involved, failing that from the lowest of the nearest similar items in other Schedule of Quantities.
- 10.3.3 If the rate for any altered, additional or substituted item of work cannot be determined in the manner specified in sub-paras 10.3.1 and 10.3.2 above, then such item of work shall be carried out at the rate entered in the Schedule of Rates available with Engineer-in-Charge, plus/minus the percentage by which the tendered amount of the works actually awarded is higher or lower than the estimated amount of the works actually awarded.

- 10.3.4 If the rate for any altered, additional or substituted item of work cannot be determined in the manner specified in sub paras 10.3.1 to 10.3.3 above, then the rate for such item of work shall be derived from the Schedule of Rates specified in sub-para 10.3.3 above plus/minus the percentage mentioned in that sub-para. In the case of materials issued by the "MIDHANI", issue rates of materials, with storage charges recovered, enhanced by 2.5% for profits and overheads shall be adopted in place of schedule part(s) of the item(s) is/are not available in the Schedule of Rates specified above, the rate(s) for parts of such items shall be determined on the basis of market rate(s) prevailing during the fortnight following the date of the order plus 10% for profit and overheads.
- 10.3.5 If the rate for any altered, additional or substituted item of work cannot be determined in the manner specified in sub-paras 10.3.1 to 10.3.4 above, the Contractor shall within 14 days, of the date of receipt of the order to carry out the said work, inform the Engineer-in-Charge the rate which he proposes to claim for such item of work, supported by analysis of the rate claimed, and the Engineer-in-Charge shall, within 90 days thereafter, after giving due consideration to the rate claimed by the Contractor, determine the rate on the basis of market rate(s). In the event of the Contractor failing to inform the Engineer-in-Charge within the stipulated period of time, the rate which he proposes to claim, the rate for such item shall be determined by the Engineer-in-Charge on the basis of market rate(s).
- 10.3.6 (a) Except in case of items of work below ground surface, as it exists at the time of commencement of work (See 10.3.6 (b) below), provisions contained in sub-clause 10.3.1 to 10.3.5 above shall not apply to contract, altered or substituted items as individually exceed the deviation limit specified in Schedule 'A' subject to the following.
- (i) Deviation limit shall apply to individual items.
 - (ii) the value of additions of items, of any individual trade not already included in the Contract, shall not exceed 10% of the tendered value of work, subject to overall deviation limit as provided in 10.3.6(a) above.
- Provided further that in case where the original item is substituted, the Substituted item shall be deemed to have replaced the original item in the contract itself to that extent and above provisions pertaining to the deviation shall apply with respect to such Substituted item and not the original item.
- (b) In case of items of work below ground surface as it exists at the time of commencement of work, quantities of which may change due to site conditions, provisions contained in sub-clause 10.3.1 to 10.3.5 above shall not apply to;

- (i) The value of any item of any individual trade which exceed by more than the percentage mentioned in Schedule 'A' of the value of that trade, included in the Contract, as a whole, unless the Contractor and the Engineer-in-charge agree to a higher percentage for any particular item.
- (ii) the value of item not included in the Contract in excess of 10% of the tendered value.

Note:- Individual trade means sub-heads into which the Schedule of Quantities as provided in the contract has been divided and in the absence of any such provision in the Contract, the Sub-heads as given in the Schedule of Rates.

CLAUSE 11:

11.0 Determination of Rates: Not applicable for this contract.

- 11.1** In the case of contract items, substituted items, contract-cum-substituted items, or additional items which exceed the limits laid down in sub-para 10.3.6 above, the Contractor may, within fourteen days of receipt of order or occurrence of the excess, claim revision of the rates, supported by proper analysis, for the work in excess of the above mentioned limits, provided that if the rates so claimed are in excess of the rates specified in the Schedule of Quantities or of those derived in accordance with the provisions of sub-para 10.3.1 to 10.3.4 by more than five percent, inform the Engineer-in-Charge and the Engineer-in-Charge shall within ninety days of receipt of claim supported by analysis, after giving consideration to the analysis of the rates submitted by the Contractor, determine the rates on the basis of market rates and if the rates so determined exceed the rates specified in the Schedule of Quantities or those derived in accordance with the provisions of sub-paras 10.3.1 to 10.3.4 by more than five percent, the Contractor shall be paid in accordance with the rates so determined. In the event of the Contractor failing to claim revision of rates within the stipulated period, or if the rates determined by the Engineer-in-Charge within a period of ninety days of receipt of the claim supported by analysis are within five percent of the rates specified in the Schedule of Quantities or of those determined in accordance with the provisions of sub-paras 10.3.1 to 10.3.4., the Engineer-in-Charge shall make payment at the rates as specified in the Schedule of Quantities or those already determined under sub-paras 10.3.1 to 10.3.4 for the quantities in excess of the limits laid down in sub-para 10.3.6.
- 11.2** The provisions of the preceding paragraph shall also apply to the decrease in the rates of item for quantities in excess of the limits laid down in sub-para 10.3.6 provided that such decrease is more than five percent of rates specified in the Schedule of Quantities or of those derived in accordance with the provisions of sub-para 10.3.1 to 10.3.4 and the Engineer-in-Charge may after giving notice to the Contractor within 60 days of receipt of order by the Contractor or occurrence of the

excess and after taking into consideration any reply received from him within fourteen days of receipt of the notice, revise the rates for the work in question within 60 days of expiry of the said period of 14 days having regard to the market rates.

CLAUSE 12:

12.0 Suspension of Works

(a) The Contractor shall, on receipt of the order in writing of the Engineer-in-Charge, suspend the progress of the works or any part thereof for such time and in such manner as the Engineer-In-Charge may consider necessary for any of the following reasons:

- (i) On account of any default of the Contractor, or
- (ii) For proper execution of the Works or part thereof for reasons other than the default of the Contractor; or
- (iii) For safety of the works or part thereof,

The Contractor shall, during such suspension, properly protect and secure the Works to the extent necessary and carry out the instructions given in that behalf by the Engineer-in-Charge.

(b) If the suspension is ordered for reasons (ii) and (iii) is Sub para (a) above,

- (i) the Contractor shall be entitled to an extension of the time equal to the period of every such suspension plus 25%.
- (ii) if the total period of all such suspension exceeds thirty days, the Contractor shall, in addition, be entitled to compensation, as the Engineer-In-Charge may consider reasonable, in respect of salaries and/or wages paid by the Contractor to his employees and labour at Site remaining idle during the period of suspension, adding thereto the percentage mentioned in Schedule A to cover indirect expenses of the Contractor, provided the Contractor submits his claim supported by details to the Engineer-in-Charge within 14 days of the expiry of the period of 30 days.

(c) If the works or part thereof is suspended on the orders of the Engineer-in-Charge for more than 90days at a time, except when suspension is ordered for reason (a) (i) above, the Contractor may after receipt of such order serve a written notice on the Engineer-in-Charge requiring permission within fifteen days from receipt by the Engineer-in-Charge of the said notice, to proceed with the works or part thereof in regard to which progress has been suspended and if such permission is not granted within that time, the Contractor, if he intends to treat the suspension, where it affects only a part of the works as an omission of such part by the "MIDHANI" under Clause 10 & 11 or where it affects the

whole of the Works, as an abandonment of the works by the "MIDHANI", shall within 10 days of expiry of such period of 15 days give notice in writing of his intention to Engineer-in-Charge. In the event of the Contractor treating the suspension as an abandonment of the Contract by the "MIDHANI", he shall have no claim to payment of any compensation on account of any profit or advantage which he may have derived from the execution of the work in full but which he could not derive in consequence of the abandonment. He shall, however, be entitled to compensation, as the Engineer may consider reasonable, in respect of salaries and/ or wages paid by him to his employees and labour at Site, remaining idle in consequence and of materials collected which could not be utilized on the works, adding to the total thereof the percentage mentioned in Schedule A to cover indirect expenses of the Contractor, provided the Contractor submits his claim supported by the details to the Engineer-in-Charge within 28 days of the expiry of the period of 90 days.

CLAUSE 13:

13.0 Time and Extension for Delay

13.1 The time allowed for execution of the works as specified in the Schedule A or the extended time in accordance with these conditions shall be the essence of the contract. The execution of the works shall commence from the 15th day after the date on which the "MIDHANI" issues written orders to commence the work or such time period as mentioned in the Letter of Award or from the date of handing over of site whichever is later or mentioned separately. If the Contractor commits default in commencing the execution of the work as aforesaid; the "MIDHANI" shall without prejudice to any other right or remedy be at liberty to forfeit the earnest money absolutely.

13.2 As soon as possible after the Contract is concluded the Engineer-in-charge and the Contractor shall agree upon a Time and Progress Chart. The Chart shall be prepared in direct relation to the time stated in the Contract document for completion of items of the various trades or sections of the work and may be amended as necessary by agreement between the Engineer-in-Charge and the Contractor within the limitations of time imposed in the Contract documents. Such defined intermediate milestones will form the basis for monitoring the progress and to initiate such corrective/penal measures as may be decided by the Engineer-in-charge which shall be final binding. Further to ensure good progress during the execution of the work, the Contractor shall in all cases in which the time allowed for any work exceeds 30 days (save for special jobs) complete 1/8th of the whole of the work before 1/4th of the whole time allowed in the Contract has elapsed; 3/8th of the work before one half of such time has elapsed and 3/4th before 3/4th of such time has elapsed.

13.3 If the work(s) be delayed by:-

Employer

Contractor

- (a) force majeure, or
- (b) abnormally bad weather, or
- (c) serious loss or damage by fire, or
- (d) civil commotion, local commotion of workmen, strike or lockout, affecting any of the trades employed on the work, or
- (e) delay on the part of other contractors or tradesmen engaged by the "MIDHANI" in executing work not forming part of the Contract, or
- (f) Non-availability of stores, which are the responsibility of the "MIDHANI" to supply or
- (g) Any other cause which, in the absolute discretion of the authority mentioned in Schedule A, is beyond the Contractor's control; then, upon the happening of any such event causing delay, the Contractor shall immediately give notice thereof in writing to the Engineer-in-charge but shall nevertheless use constantly his best endeavors to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the Engineer-in-Charge to proceed with the works.

13.4 Request for extension of time, to be eligible for consideration shall be made by the Contractor in writing within fourteen days of the happening of the event causing delay. The Contractor may also, if practicable, indicate in such a request the period for which extension is desired.

13.5 In any such case the authority mentioned in Schedule A may give a fair and reasonable extension of time or completion of the work. Such extension shall be communicated to the Contractor by the Engineer-in-Charge in writing, within 90 days of the date of receipt of such request by the Engineer-in-Charge.

CLAUSE 14:

14.0 Tools, Plant and Equipment

14.1 The Contractor shall arrange at his own expense all tools, plant and equipment (hereinafter referred to as T&P) required for execution of the work, except the item listed in Schedule 'C' which will be given to him on hire (if the same can be spared) by the "MIDHANI" at rates shown in that Schedule 'c', he shall indicate his requirements at the time of submitting his tender. The "MIDHANI" s T&P hired to the Contractor shall be conveyed by him at his expense from the place of issue to the Site and back.

14.2 If the Contractor requires any item of T&P on hire from the "MIDHANI" over and above the requirements indicated by him at the time of submitting his tender, the "MIDHANI" will, if such item is available, hire it to the Contractor at a rate to be fixed by the Engineer-in-Charge.

14.3 When T&P is hired on daily rates, the period of hire will be reckoned from the commencement of the day of issue up to the end of the day of return

including all holidays) irrespective of the actual hour of issue and return. Daily hire charges will be based on eight working hours or part thereof per day and for any additional use of T&P at rates fixed for the purpose. The Contractor will be exempted from levy of any charges for the number of days he is called upon in writing by the Engineer-in-charge to suspend execution of the work, provided the "MIDHANI"s T&P in question has, in fact remained idle with the Contractor due to suspension.

- 14.4** The Contractor shall be responsible for care and custody of the "MIDHANI"s T&P (including employment of chowkidars) during the period the "MIDHANI"s T&P remain with him and any damage (fair wear and tear excepted) to any of the equipment (except for Excepted Risks, provided always that the Contractor has taken precautions necessary to protect it from such risks) shall be made good at the Contractor's expense to the satisfaction of the Engineer-in-Charge unless such damage is caused because of negligence of crew provided by the "MIDHANI".
- 14.5** The "MIDHANI" gives no guarantee in respect of output of its T&P hired to the Contractor and no reduction in rates or any compensation shall be allowed on the ground that out turn or performance of the "MIDHANI" s T&P was not to the Contractor's expectation.
- 14.6** The "MIDHANI"s T&P hired to the Contractor shall be returned at the place of issue (unless otherwise directed) by the Contractor to the Engineer-in-charge on completion of the work or section of the work or on termination of work or earlier on termination of the hire by the "MIDHANI" as hereinafter provided on written notice by the Engineer-in-charge. The "MIDHANI" shall be entitled to terminate the hire on two days notice without assigning any reason whatsoever and the Contractor shall have no claim to any payment of compensation or otherwise whatsoever on account of termination of hire of the "MIDHANI"s T&P by the "MIDHANI".
- 14.7** When the T&P is hired on hourly rates, a Log Book for recording hours during which every item of the "MIDHANI"s T&P issued to the Contractor has worked each day shall be maintained by the member of the crew in-charge thereof or any representative of the Engineer-in-Charge appointed on that behalf and shall be daily attested by the Contractor or his authorized representative. In case the Contractor contests correctness of any entry and/or fails to sign the Log Book, the decision of the Engineer-in-Charge shall be final and binding on him. Hire charges shall be calculated in accordance with the entries in the Log Book. Hourly rate specified shall be charged for every hour or part thereof.
- 14.8** The hire charges payable by the Contractor shall be recovered from the Contractor's bills.

CLAUSE 15:**15.0 Materials****15.1 Materials to be supplied by the Contractor**

The Contractor shall, at his own expense, provide all materials required for the works other than those which are to be supplied by the "MIDHANI".

- (a) All materials to be provided by the Contractor shall be in conformity with the specifications laid down in the Contract and the Contractor shall, if requested by the Engineer-in-Charge, furnish proof to the satisfaction of Engineer-in-Charge that the materials so comply.
- (b) The Contractor shall, at his own expense and without delay, supply to the Engineer-in-Charge samples of materials proposed to be used in the works. The Engineer-in-Charge shall, within seven Days of supply of samples or within such further period as he may require, intimate to the Contractor in writing, whether samples are approved by him or not. If samples are not approved, the Contractor shall forthwith arrange to supply to the Engineer-in-Charge for his approval fresh samples complying with the specifications laid down in the Contract.
- (c) The Engineer-in-Charge shall have full powers to require removal brought to Site by the Contractor which are not in accordance with the Contract specifications or do not conform in character or quality to samples approved by him. In case of default on the part of the Contractor in removing rejected materials, the Engineer-in-Charge shall be at liberty to have them removed by other means. The Engineer-in-Charge shall have full powers to procure other proper materials to be substituted for rejected materials and in the event of the Contractor refusing to comply; he may cause the same to be supplied by other means. All costs, which may attend upon such removal and/or substitution, shall be borne by the Contractor.
- (d) The Contractor shall indemnify the "MIDHANI", or its employee or agent against any action, claim or proceeding relating to infringement or use of any patent or design or any alleged patent or design rights and shall pay any royalties or other charges which may be payable in respect of any article or materials or part thereof included in the Contract. In the event of any claim being made or action being brought against the "MIDHANI" or its employees or agent in respect of any such matters as aforesaid, the Contractor shall be notified thereof.

Provided that such indemnity shall not apply when such infringement has taken place in complying with the specific directions issued by the "MIDHANI"; but the Contractor shall pay any royalties or other charges payable in respect of any such use, the amount so paid being reimbursed to the Contractor only if the use was the result of any drawings and/or specifications issued after submission of the tender.

- (e) Subject as hereinafter provided in clause 56, all charges on account of octroi, royalty, terminal or sales tax and other taxes and duties on materials obtained for the works from any source (excluding materials supplied by the "MIDHANI") shall be borne by the Contractor. If pursuant to or under any law, notification or order any royalty, cess or the like becomes payable by the "MIDHANI" and does not any time become payable by the Contractor to the Government/Local authorities in respect of any material used by the Contractor in the works then in such a case, it shall be lawful to the "MIDHANI" and it will have the right and be entitled to recover the amount paid in the circumstances as aforesaid from dues of the Contractor.

**15.2 Materials to be supplied by the "MIDHANI"
Not Applicable for this contract**

Materials to be supplied by the "MIDHANI" are shown in Schedule B which also stipulated quantum, place of issue and rate(s) to be charged in respect thereof.

- (a) If, after acceptance of the tender, the Contractor desires the "MIDHANI" to supply any other materials, such materials may be supplied by the "MIDHANI" if available, at rates to be fixed by the Engineer-in-Charge. The "MIDHANI" reserve the right not to issue any such materials. The non-issue of such materials will not entitle the Contractor to any compensation whatsoever either in time or in cost.
- (b) (i) The "MIDHANI" may issue all the materials to be issued to the Contractor under the Contract, at its Site stores, or nearest railhead. In case the materials are issued at the nearest rail head the cost of transportation only from such rail head to the Site will be borne by the "MIDHANI" subject to the reasonableness of such transportation cost being certified by the Engineer-in-Charge. All other such as loading, unloading, transportation to Contractor's godown, storage etc till the materials are incorporated in the works or returned to the "MIDHANI" shall be to the account of the Contractor.
- (ii) For the materials listed in Schedule B which the "MIDHANI" has agreed to supply to the Contractor, he shall give a reasonable notice in writing of his requirements to the Engineer-in-Charge in accordance with the agreed phased programme. Such materials shall be supplied for the purposes of the Contract only and the value of materials so supplied for the purposes of the Contract only and the value of materials so supplied at the rates specified in the aforesaid schedule shall be set off or deducted, as and when materials are consumed in items of work for which payment is being made to the Contractor. At the time of submission of bills the Contractor shall properly account for the materials issued to

him to the satisfaction of the Engineer-in-Charge, certify that balance of materials supplied is available at Site.

- (c) The Contractor shall bear the cost of loading, transporting to Site, unloading, storing under cover as required, assembling and joining to several parts together as necessary and incorporating or fixing materials in the works including all preparatory work of whatever description as may be required.
- (d) After completion of the work and also at any intermediate stage in the event of non reconciliation of materials issued, consumed and in balance, theoretical quantity of materials issued by the "MIDHANI" for use in the work shall be calculated on the basis and method given hereunder:-
 - (i) Quantity of cement & bitumen shall be calculated on the basis of quantity of cement & bitumen required for different items of work on the basis of standard formula to be laid down by the Engineer-in-Charge.
 - (ii) Theoretical quantity of steel reinforcement or structural steel sections shall be taken as the quantity required as per design or as authorized by Engineer-in-Charge, including authorized laps, chairs etc. plus 3% wastage (Returnable in case of free issue) due to cutting into pieces, such theoretical quantity being determined and compared with the actual issues each diameter-wise, section-wise and category wise separately.
 - (iii) Theoretical quantity of G.I & C.I or other pipes, conduits, wires and cables, pig lead and GI/MS sheets shall be taken as quantity actually required and measured plus 5% for wastage (Returnable in case of free issue) due to cutting into pieces (except in the case of GI/MS sheets it shall be 0% also returnable in case of free issue) such determination and comparison being made diameter wise & category wise.
 - (iv) For any other material as per actual requirements.
- (e) Over the theoretical quantities of materials so computed a variation shall be allowed as specified in Schedule A. The difference in the net quantities of material actually issued to the contractor and the theoretical quantities including such authorized variation, if not returned by the Contractor or if not fully reconciled to the satisfaction of the Engineer-in-Charge within fifteen days of the issue of written notice by the Engineer-in-Charge to this effect shall be recovered at twice the prevailing market rate landing at "MIDHANI" Stores irrespective of the fact that the material is free issue or at issue rates as indicated in Schedule B. The recovery rate

shall be applicable for the quantities beyond permissible variation either on plus or minus; without prejudice to the provision of the relevant conditions regarding return of theoretical quantities of materials, which should have been actually used and recovery at rates specified in Schedule 'A' shall be final and binding on the Contractor. For non Schedule items, the decision of the Engineer-in-Charge regarding theoretical quantities of materials which should have been actually used, shall be final and binding on the Contractor.

- (f) Surplus materials returned by the Contractor shall be credited to him by the Engineer-in-Charge at rates not exceeding those at which these were originally issued to him less handling and storage charges, if any, and also after taking into consideration any deterioration or damage which may have been caused to the said materials whilst in the custody of the Contractor.
- (g) The said action under this clause is without prejudice to the right of the "MIDHANI" to take action against the Contractor under any other conditions of contract for not doing the work according to the prescribed specifications.

15.3 General

- (a) Materials required for the works, whether brought by the Contractor or supplied by the "MIDHANI", shall be stored by the contractor only at places approved by the Engineer-in-Charge. Storage and safe custody of material shall be the responsibility of the Contractor.
- (b) (i) The Engineer-in-Charge shall be entitled to have tests carried out as specified in the contract for any materials supplied by the contractor other than those for which, as stated above, satisfactory proof has already been furnished, at the cost of the Contractor and the Contractor shall provide at his expense all facilities which the Engineer-in-Charge may require for the purpose. If no tests are specified in the Contract and such tests are required by Engineer-in-Charge, the Contractor shall provide all facilities required for the purpose and the "MIDHANI" shall bear the cost of material and test charges, only where the tests disclose that the said materials are in accordance with the provisions of the Contract.
 - (ii) In addition, the Contractor shall perform/submit at his own cost such test/samples as may be required by the Engineer-in-Charge out of materials issued by the "MIDHANI", except for the cost of materials used in such tests/samples.
- (c) The "MIDHANI" s officials concerned with the Contract shall be entitled at any time to inspect and examine any materials intended to be used in or on the works, either on the Site or at factory or

workshop or other place(s) where such materials are assembled, fabricated, manufactured or at any place(s) where these are lying or from which these are being obtained and the Contractor shall give such facilities as may be required for such inspection and examination.

- (d) All materials brought to the Site shall become and remain the property of the "MIDHANI" and shall not be removed off the Site without the prior written approval of the Engineer-in-Charge. But, whenever the works are finally completed and advance, if any, in respect of any such material is fully recovered, the Contractor shall at his own expense forthwith remove from the Site all surplus material originally supplied by him and upon such removal, the same shall revert in and become the property of the Contractor.

CLAUSE 16:

16.0 Labour

16.1 The Contractor shall employ labour in sufficient numbers to maintain the required rate of progress and of quality to ensure workmanship of the degree specified in the Contract and to the satisfaction of the Engineer-in-Charge. The Contractor shall not employ in connection with the works any person who has not completed eighteen years of age.

16.2 The Contractor shall furnish to the Engineer-in-Charge, fortnightly, a distribution return of the number and description by trades of the workers employed on the works.

The Contractor shall also submit on the 4th and 19th of every month to the Engineer-in-charge a true statement showing in respect of the preceding fortnight, (i) the accidents that occurred during the said fortnight showing the circumstances under which they happened and the extent of damage and injury caused by them and (ii) the number of female workers who have been allowed maternity benefit as provided in the Maternity Benefit Act, 1961 or Rules made there under and the amount paid to them.

16.3 The Contractor shall pay to labour employed by him either directly or through sub-contractors wages in accordance with the rules, regulations and the law in force relating to the payment of wages for the workers.

16.4 The Contractor shall comply with the provisions of The Payment of Wages Act, 1936, The Minimum Wages Act, 1948, The Employer's Liability Act, 1938, The Workmen's Compensation Act, 1923, The Industrial Disputes Act, 1947, The Maternity Benefit Act, 1961, The Mines Act, 1952, The Contract Labour (Regulation & Abolition) Act, 1970, or any modifications thereof or any other law relating thereto and rules framed there under from time to time.

- 16.5** The Contractor shall be liable to pay his contribution and the employees contribution to the State Insurance Scheme in respect of all labour employed by him for the execution of the Contract, in accordance with the provisions of “The Employees State Insurance Act, 1948” as amended from time to time. In case the Contractor fails to submit full details of his account of labour employed and the contribution payable, the Engineer-in-Charge shall recover from the running bills of Contractor an amount of contribution as assessed by him. The amount so recovered shall be adjusted against the actual contribution payable for Employees State Insurance.
- 16.6** The Engineer-in-Charge shall, on a report having been made by an Inspecting Officer as defined in the Contractor’s Labour Regulations, have the power to deduct from the moneys due to the Contractor any sum required or estimated to be required for making good the loss suffer by a worker(s) by reason of non-fulfillment of the conditions of the Contract for the benefit of worker(s), non-payment of wages or of deductions made from his or their wages which are not justified by the terms, of the Contract or non-observance of the said Contractors Labour Regulations.
- 16.7** In every case in which by virtue of the provisions sub-section(1) of Section 12, of The Workmen’s Compensation Act, 1923, the “MIDHANI” is obliged to pay compensation to a workman employed by the Contractor, in execution of the works, the “MIDHANI” will recover from the Contractor the amount of the compensation so paid, and, without prejudice to the rights of the “MIDHANI” under sub-section (2) of Section 12, of the said Act, the “MIDHANI” shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by the “MIDHANI” to the bound to contest any claim made against it under sub-section (1) of Section 12 of the said Act, except on the written request of the Contractor and upon his giving to the “MIDHANI” full security for all costs for which the “MIDHANI” might become liable in consequence of contesting such claim.

16.8 Compliance and Default

- 16.8.1** In the event of the Contractor committing a default or breach of any of the provisions of the aforesaid Contractor’s Labour Regulations as amended from time to time or furnishing any information or submitting or filling any Form/Register/Slip under the provisions of these Regulations which is materially incorrect, then on the Report of the Inspecting Officer as defined in the Contractor’s Labour Regulations, the Contractor shall without prejudice to any other liability pay to the “MIDHANI” a sum not exceeding Rs.200/- for every default, breach or furnishing, making, submitting, filling, such materially incorrect statement and in the event of the Contractor’s default continuing in this respect, the penalty may be enhanced to Rs.200/- per day for each day of default subject to a maximum of five

percent of the estimated cost of the works put to tender. The Engineer-in-charge shall deduct such amount from bills or security deposit of the Contractor. The decision of the Engineer-in-charge in this respect shall be final and binding.

16.8.2 Contractor shall at his own expense comply with or cause to be complied with Model Rules for Labour Welfare as appended to these conditions or rules framed by the Government from time to time for the protection of health and for making sanitary arrangements for workers employed directly or indirectly on the works. In case the Contractor fails to make arrangements as aforesaid, the Engineer-in-Charge shall be entitled to do so and recover the cost thereof from the Contractor.

16.8.3 The Contractor shall at his own expense arrange for the safety provisions as appended to these conditions (Safety Code) or as required by the Engineer-in-Charge in respect of all labour directly or indirectly employed for performance of the works and shall provide all facilities in connection therewith. In case, the Contractor fails to make arrangements and provided necessary facilities as aforesaid, the Engineer-in-Charge shall be entitled to do so and recover the cost thereof from the Contractor.

i) Failure to comply with Model Rules for Labour Welfare, Safety Code on the provisions relating to report on accidents and to grant of maternity benefits to female workers shall make the Contractor liable to pay to the "MIDHANI" as the penalty an amount not exceeding Rs.200/- for each default or materially incorrect statement.

The decision of the Engineer-in-Charge in such matters based on reports from the Inspecting Officers as defined in the Contractor's Labour Regulations as appended to these conditions shall be final and binding and deduction(s) for recovery of such penalty may be made from any amount payable to the Contractor.

CLAUSE 17

17.0 Possession of Site

17.1 The Contractor shall not be permitted to enter on (other than for inspection purposes) or take possession of the site until instructed to do so by the Engineer-in-Charge in writing. The portion of the Site to be occupied by the Contractor shall be defined and/or marked on the Site Plan, failing which these shall be indicated by the Engineer-in-Charge at site and the Contractor shall on no account be allowed to extend his operations beyond these areas.

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

CLAUSE 18**18.0 Setting out the works**

The Engineer-in-Charge shall supply PRELIMINARY drawings consisting approximate dimension, levels and other information necessary to enable the Contractor to set out the works and the Contractor shall set out the works and be responsible for accuracy of the same. He shall amend at his own cost and to the satisfaction of the Engineer-in-Charge any error found at any stage which may arise through inaccurate setting out unless such error is based on incorrect data furnished in writing by the Engineer-in-Charge, in which case the cost of rectification shall be borne by the "MIDHANI". The Contractor shall protect and preserve all bench marks used in setting out the works till end of the Defects Liability Period unless the Engineer-in-Charge directs their earlier removal.

CLAUSE 19**19.0 Site Drainage**

All water which may accumulate on the Site during the progress of the works, or in trenches and excavations, from other than the Excepted Risks shall be removed from the Site to the satisfaction of the Engineer-in-Charge and at the Contractor's expense.

CLAUSE 20**20.0 Nuisance**

The Contractor shall not at any time do, cause or permit any nuisance on Site or do anything which shall cause unnecessary disturbance inconvenience to owners, tenants or occupants of other properties near the Site and to the general public.

CLAUSE 21**21.0 Materials obtained from Dismantle of structure/Excavation**

Materials of any kind obtained from dismantling of a structure, excavation on the Site etc, shall remain the property of the "MIDHANI" and shall be disposed off by the contractor as the Engineer-in-Charge may direct.

CLAUSE 22**22.0 Treasure, Trove, Fossils etc.**

All fossils, coins, articles of value or antiquity and structures and other remains or things of geological or archaeological interest discovered on the Site shall be absolute property of the "MIDHANI" and the Contractor shall take reasonable precautions to prevent his workmen or any other person from removing or damaging any such article or thing. He shall, immediately upon discovery thereof and before removal, acquaint the Engineer-in-

Charge with such discovery and carry out the Engineer-in-Charge's directions as to the disposal of the same at the expense of the "MIDHANI".

CLAUSE 23

23.0 Protection of Trees

Trees designated by the Engineer-in-Charge shall be protected from damage during the course of the works and earth level within 1 meter of each such tree shall not be changed. Where necessary, such trees shall be protected by providing temporary fencing. Where tree cutting is involved, procedures as directed by Engr-in-Charge shall be strictly complied with.

CLAUSE 24

24.0 Watch and Ward and Lighting

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

CLAUSE 25

25.0 Contractor's Supervision

The Contractor shall either himself supervise the execution of the works or shall appoint a competent agent / personnel approved by the Engineer-in-Charge. If the Contractor has himself not sufficient knowledge and experience to be capable or receiving instructions or cannot give his full attention to the works, the Contractor shall at his own expense, employ as his accredited agent, an engineer, approved by the Engineer-In-Charge. Orders given to the Contractor's agent / engineer shall be considered to have the same force as if these had been given to the Contractor himself. If the Contractor fails to appoint a suitable agent/engineer as directed by the Engineer-in-Charge, the Engineer-in-Charge shall have full powers to suspend the execution of the works until such date as a suitable agent/engineer is appointed and the Contractor shall be held responsible for the delay so caused to the works.

CLAUSE 26

26.0 Inspection and Approval

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

26.2 No work shall be covered up or put out of view without the approval of the Engineer-in-Charge or his authorized representative and the Contractor shall afford full opportunity for examination and measurement of any work which is about to be covered up or put out of view and for examination of foundations before permanent work is

placed there on. The Contractor shall give due notice to the Engineer-in-Charge or his authorized representative whenever any such work or foundation is ready for examination and the Engineer-in-Charge or his representative shall without unreasonable delay, unless he considers it unnecessary and advises the Contractor accordingly, attend for the purpose of examining and measuring such work or of examining such foundations. In the event of the failure of the Contractor to give such notice, he shall, if required by the Engineer-in-Charge, uncover such work at the Contractor's expense.

26.3 The Engineer-in-Charge or his representative shall have powers at any time to inspect and examine any part of the Works and the Contractor shall give such facilities as may be required for such inspection and examination.

CLAUSE 27

27.0 Duties and Powers of Engineer-in-Charge's Representative

27.1 The duties of the representative of the Engineer-in-Charge are to watch and supervise the works and to test and examine any materials to be used or workmanship employed in connection with the works.

27.2 The Engineer-in-Charge may from time to time, in writing, delegate to his Representative any of the powers and authorities vested in the Engineer-in-Charge and shall furnish to the Contractor a copy of all such written legation of powers and authorities. Any written instruction or written approval given by the Representative of the Engineer-in-Charge to the Contractor shall be taken as if same is issued by the Engineer-in-Charge himself.

CLAUSE 28

28.0 Removal of Workmen

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

CLAUSE 29**29.0 Uncovering and making good**

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

CLAUSE 30**30.0 Work during Night or on Sundays and Holidays**

Prior written permission of the Engineer-in-Charge shall be taken whenever permanent works are proposed to be carried out during night or on Sundays or on authorized Holidays except when the work is unavoidable or absolutely necessary for safety of life or property of works, in which case the Contractor shall immediately advise the Engineer-in-Charge accordingly.

CLAUSE 31**31.0 Quality Assurance****31.1 Q.A. Programme**

To ensure that the construction/fabrication and erection of works under the scope of this work are in accordance with the specifications, the Contractor shall adopt suitable quality assurance such programme commensurate with "MIDHANI" QA programme to control activities at all stages necessary. Such programme shall be outlined by the Contractor in a QA Manual and shall be finally accepted by the Engineer-in-Charge after discussions before commencement of work. A quality assurance programme of the Contractor shall generally cover but not limited to the following:

- (a) His organization structure for the management and implementation of the proposed quality assurance programme including interfaces.
- (b) Documentation control system.
- (c) Qualification data for Contractor's key personnel.
- (d) The procedure for purchase of materials, parts, components & selection of Sub-Contractors' services including vendor analysis, source inspection, incoming raw material inspection, verification of materials purchased etc.
- (e) System for construction/fabrication and site erection controls through QA plans.

- (f) Control of non-conforming items and system for corrective and preventive actions.
- (g) Inspection and test procedures both for construction and erection.
- (h) Control of calibration and testing of inspection measuring and testing equipment.
- (i) System of indication and appraisal of inspection status.
- (j) System of quality audits.
- (k) System of intimation by the Contractor and approved by the Engineer-in-Charge of stages of completion.
- (l) System for maintenance of records.
- (m) System for handling, storage, preservation and delivery of items; &
- (n) a quality plan detailing out the specific quality control procedure to be adopted for controlling the quality characteristics relevant to each item of work.

31.2 Q.A. Document

The Contractor shall be required to submit the relevant Quality Assurance Document within three weeks of completion of works which shall include relevant test reports connected with all engineering controls adopted by him during the construction. The Engineer-in-Charge or his duly authorized representative reserves the right to carry out Quality Audit and Quality Surveillance of the systems and procedures of the Quality Management and Control Activities of the Contractor/his vendor.

CLAUSE 32

32.0 Construction Co-ordination

32.1 The field activities of the contractors working at Site will be co-coordinated by the Engineer-in-Charge and his decision shall be final in resolving any disputes or conflicts between the Contractor and other contractors regarding scheduling and coordination of work. His decision shall not be a cause for extra compensation or extension of time for the Contractor.

32.2 Engineer-in-Charge shall hold periodic meetings with the contractors working at Site, at a time and a place to be designated by him. The Contractor shall attend such meetings and shall strictly adhere to the decisions taken during the meeting in performing his works.

CLAUSE 33

33.0 Field Office Records

The Contractor shall maintain at his Site office all drawings, specifications and other contract documents and any other supplementary data complete with all the latest revisions thereto. The Contractor shall also maintain, in addition, the continuous record of all changes to the above Contract documents, drawings, specifications, supplementary data, etc. effected at the site and on completion of his total assignment under the Contract shall incorporate all such changes on the drawings and other engineering data to

indicate actual construction/fabrication and erection carried out under the contract. Such drawings and engineering data shall be submitted to the Engineer-in-Charge in 4 copies.

CLAUSE 34

34.0 Completion Certificate

34.1 As soon as the work is completed, the contractor shall give notice of such completion to the Engineer-in-Charge and within thirty days of receipt of such notice the Engineer-in-Charge shall inspect the work and shall furnish the Contractor with a certificate of completion indicating (a) date of completion (b) defects to be rectified by the Contractor and/or (c) items for which payment shall be made at reduced rates. When separate periods of completion have been specified for items or groups of items, the Engineer-in-Charge shall issue separate completion certificates for such item or group of items. No certificate of completion shall be issued nor shall the work be considered to be complete till the Contractor shall have removed from the premises on which the work has been executed all scaffolding, sheds and surplus materials except such as are required for rectification of defects, rubbish and all huts and sanitary arrangements required for his workmen on the Site in connection with the execution of the work, as shall have been erected by the Contractor or the workmen and cleaned all dirt from the parts of building(s) in, upon or about which the work has been executed or of which he may have had possession for the purpose of the execution thereof and cleaned floors, gutters and drains, eased doors and sashes, oiled locks and fastenings, labeled keys clearly and handed them over to the Engineer-in-Charge and made the whole premises fit for immediate occupation or use to the satisfaction of the Engineer-in-Charge. If the Contractor shall fail to comply with any of the requirements of these conditions as aforesaid, on or before the date fixed for completion of the works, the Engineer-in-Charge may, at the expense of the Contractor, fulfill such requirements and dispose of the scaffoldings, surplus materials and rubbish etc. as he thinks fit and the Contractor shall have no claim in respect of any such scaffoldings or surplus materials except for any sum actually realized through the sale thereof less the cost of fulfilling the requirements and any other amount that may be due from the Contractor. If the expense of fulfilling such requirements is more than the amount released on such disposal as aforesaid, the Contractor shall forthwith on demand pay such excess.

34.2 If at any time before completion of the entire work, items or groups of items for which separate periods of completion have been specified, have been completed, the Engineer-in-Charge can take possession of any part or parts of the same (any such part(s) being hereinafter in this clause referred to as the relevant part) then, notwithstanding anything expressed or implied elsewhere in this Contract;

(a) Within thirty days of the date of completion of such items or groups of items or of possession of the relevant part, the Engineer-in-Charge shall issue completion certificates for the relevant part as in Clause 34.1

above, provided the Contractor fulfills his obligations under that clause for the relevant part.

- (b) The Defects Liability Period in respect of such items and the relevant part shall be deemed to have commenced from the certified date of completion of such items or the relevant part as the case may be.
- (c) The Contractor may reduce the value insured under Clause 37 by the full value of the completed items or relevant part as estimated by the Engineer-in-Charge for this purpose. This estimate shall be applicable for this purpose only and for no other.
- (d) For the purposes of ascertaining compensation for delay under Clause 35 in respect of any period during which the works are not complete the relevant part will be deemed to form a separate item or group, with date of completion as given in the Contract or as extended under Clause 13 and actual date of completion as certified by the Engineer-in-Charge under this clause.

34.3 It shall be the responsibility of the Contractor to see that the building under construction is not occupied by any body unauthorized during construction, and is handed over to the Engineer-in-Charge with vacant possession of complete building. If such building though completed is occupied illegally, then the Engineer-in-Charge shall have the option to refuse to accept the said building/buildings in that position. Any delay in acceptance on this account will be treated as the delay in completion and for such delay a levy up to 5% of tendered value of work may be imposed by the Accepting Authority as mentioned in Schedule 'A' whose decision shall be final both with regard to the justification and quantum and be binding on the Contractor. However, the Engineer-in-Charge through a notice may require the contractor to remove the illegal occupation any time on or before construction and delivery.

CLAUSE 35

35.0 Compensation for Delay

35.1 If the Contractor fails to maintain the required progress in terms of Clause 13 or to complete the work and clear the site on or before the contract or extended date of completion, the contractor shall, without prejudice to any other right or remedy available under the law to the "MIDHANI" on account of such breach, pay as agreed compensation amount calculated as stipulated below or such smaller amount as be fixed by the authority mentioned in Schedule 'A' (Whose decision shall be final & binding) on the Contract Value of the work for every week that the progress remains below that specified in Clause 13 or that the work remains incomplete

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

For this purpose, the term 'Contract Value' shall be the value at contract rates of the work as ordered.

- (a) Completion period (as originally @ 1% per week or part of stipulated) not exceeding 1 year.
- (b) Completion period (as originally @ ½% per week or part of stipulated) exceeding 1 year and not exceeding 3 years.
- (c) Completion period (as originally @ ¼% per week or part of stipulated) exceeding 3 years.

35.2 Provided always that the total amount of compensation for delay to be paid under this clause shall not exceed 10% of the total value of the Contract Value or of the Contract Value of the item or group of items of work for which a separate period of completion is specified.

35.3 The amount of compensation may be adjusted or set-off against any sum payable to the Contractor under this or any other contract(s) with same unit or any other unit(s) of the "MIDHANI" or any associate units of MIDHANI. For the purpose of such adjustment/set off, it shall be deemed that the Contractor has given its free consent.

CLAUSE 36

36.0 Defects Liability Period

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

CLAUSE 37

37.0 Contractor's Liability, Insurance, and Indemnity

37.1 From commencement to completion of the works, the Contractor shall take full responsibility for the care thereof and for taking precautions to prevent loss or damage and to minimize loss or damage to the greatest extent possible and shall be liable for any damage or loss that may happen to the Works or any part thereof and all Company's/"MIDHANI"s T & P from any cause whatsoever (save and except the Excepted Risks) and shall at his own cost repair and make good the same so that at completion, the Works and all the Company's/"MIDHANI"s T & P shall be in good order and condition and in conformity in every respect with the requirements of the Contract and instructions of the Engineer-in-Charge.

37.2 Before commencing execution of the work, the Contractor shall, without in any way limiting his obligations and responsibilities under this clause, insure against any damage, loss or injury which may occur to any property (Excluding that of the Company/"MIDHANI" but including the Company's/"MIDHANI"s building rented by the Contractor wholly or in a part and any part of which is used by him for storing combustible materials), or

to any person (including any employee of the Company/"MIDHANI") by or arising out of carrying out of the Contract.

37.3 In the event of any loss or damage to the works or any part thereof or to any T&P or to any material or articles at the site from any of the excepted Risks the following provisions shall have effect:

- (a) The Contractor shall, as may be directed in writing by the Engineer-in-Charge, remove from the Site any debris and so much of the Works as shall have been damaged, taking to the Company's/"MIDHANI"'s store such Company's/"MIDHANI"'s T&P, articles and/or materials as may be directed;
- (b) The Contractor shall, as may be directed in writing by the Engineer-in-Charge, proceed with the erection and completion of the Works under and in accordance with the provisions and conditions of the Contract; and
- (c) there will be added to the Contract Sum, the net amount due, ascertained in the same manner, as for deviations, or as prescribed for payment, in respect of the re-execution of the Works lost or damaged, the replacement of any T&P and of any materials and articles lost or damaged but not incorporated in the Works on the day when the loss or damage occurred and the removal by the Contractor as provided above of Company's/"MIDHANI"'s T&P, articles and/or materials to the Company's/"MIDHANI"'s store and of debris and damaged works referred to therein and the compensation paid by him, under any law for time being in force, to any workman employed by him for any injury caused to him, or to the workman's legal successors for loss of the Workman's life.

Provided always that the Contractor shall not be entitled to payment under the above provisions in respect of so much loss or damage as has been occasioned by any failure on his part to perform his obligations under the Contract or not taking precautions to prevent loss or damage or minimize the amount of such loss or damage.

37.4 Without limiting the obligations and responsibilities under this clause, the Contractor shall insure the Works (from commencement to completion), the Company's/"MIDHANI"'s T&P hired by the Contractor and all materials at Site, to their full value (as to Company's/"MIDHANI"'s T&P according to the value indicated in Schedule C) against the risk of loss or damage from whatever cause arising other than the Excepted Risks. The said insurance shall be in the joint names of Company/"MIDHANI" and the Contractor and the Contractor shall deposit with the Engineer-in-Charge the said policy or policies in original. All money payable by the insurers under such policy or policies shall be recovered by the Company/"MIDHANI" and shall be paid to the Contractor in installments by the Engineer-in-Charge for the purpose of rebuilding or replacement or repair of the works and /or goods destroyed or damaged as the case may be. Provided however, if the amount payable by the insurers in respect of any claim under such a policy is not in excess of

the amount mentioned in Schedule A, the same may be recovered by the Contractor directly from the insurers and shall be utilized by him for the purpose of rebuilding or replacement or repair of the works and/or goods destroyed or damaged as the case may be.

- 37.5** If the Contractor has a blanket insurance policy for all his works and the policy covers all the items to be insured under this Clause, the said policy shall be assigned by the Contractor in favour of the Company/"MIDHANI"; provided however if any amount is payable under the policy by the insurers in respect of Works other than the work under this Contract the same may be recovered by the Contractor directly from the insurers.
- 37.6** Where the Company/"MIDHANI" building or a part thereof is rented by the Contractor, he shall insure the entire building if the building or any part thereof is used by him for the purpose of storing or using materials of combustible nature, as to which the decision of the Engineer-in-Charge shall be final and binding.
- 37.7** The Contractor shall prove to the Engineer-in-Charge from time to time that he has taken out all the insurance policies referred to above and has paid the necessary premiums for keeping the policies alive till expiry of the Defects Liability Period.
- 37.8** The Contractor shall ensure that similar insurance policies are taken out by his subcontractors (if any) and shall be reasonable for any claims or losses to the Company/"MIDHANI" resulting from their failure to obtain adequate insurance protection in connection thereof. The Contractor shall produce or cause to be produced by his sub-contractors (if any) as the case may be, the relevant policy or policies and premium receipts as and when required by the Engineer-in-Charge.
- 37.9** If the Contractor and/or his sub-contractors (if any) shall fail to effect and keep in force the insurance referred to above or any other insurance which he/they may be required to effect under the terms of the Contract, then and in any such case the insurance and pay such premium or premiums as may be necessary for that purpose and from time to time deduct the amount so paid by the Company/"MIDHANI" from any moneys due or which may become due to the Contractor or recover the same as a debt due from the Contractor.
- 37.10** The aforesaid insurance policy/policies shall provide that they shall not be cancelled till the Engineer-in-Charge has agreed to their cancellation.

Contractor's Liability and Indemnity

- 37.11** The Contractor shall indemnify and keep indemnified the Company/"MIDHANI" against all losses and claims for injuries or damage to any person or any property whatsoever which may arise out or in consequence of the construction and maintenance of works and against all claims, demands, proceedings, damages, costs, charges and expenses

whatsoever in respect of or in relation thereto. Provided always that nothing herein contained shall be deemed to render the Contractor liable for or in respect of or to indemnify the "MIDHANI" against any compensation or damage cause by the Excepted Risks.

37.12 The Contractor shall at all times indemnify the Company/"MIDHANI" against all claims, damages or compensation under the provisions of the Payment of the Wages Act, 1936, The Minimum Wages Act, 1948. The Employer's Liability Act, 1938, The Workmen's Compensation Act, 1923, The Industrial Disputes Act, 1947 and The Maternity Benefit Act, 1961 or any modifications thereof or any other law relating thereto and rules made there under from time to time or as a consequence of any accident or injury to any workman or other persons in or about the works, whether in the employment of the Contractor or not, save and except where such accident or injury has resulted from any act of the company/"MIDHANI", his agents or servants, and also against all cost, charges and expenses of any suit, action or proceedings arising out of such accidents or injury and against all sum or sums which may with the consent of the Contractor be paid to compromise or compound any claim. Without limiting his obligations and liabilities as above provided, the Contractor shall insure against all claims, damages or compensation payable under The Workmen's Compensation Act, 1923 or any modification thereof or any other law relating thereto.

CLAUSE 38

38.0 Facilities to other Contractors

The Contractor shall, in accordance with the requirements of the Engineer-in-Charge, afford all reasonable facilities to other contractors engaged contemporaneously on separate contracts in connection with the Works and for departmental labour and labour of any other authorized agency or statutory body which may be employed at the Site on execution of any work not included in the Contract or of any contract which the "MIDHANI" may enter into in connection with or ancillary to the Works.

CLAUSE 39

39.0 Notice to Local Bodies

39.1 Contractor shall comply with and give all notices required under any Governmental authority, instrument, rule or order made under any Act of Parliament, State Laws or any regulation or bye-laws of any local authority relating to the works. Hence, before making any variation from the Contract drawings, he shall give to the Engineer-in-Charge, a written notice giving reasons for the proposed variation and obtain the Engineer-in-Charge's instructions thereon.

39.2 The Contractor shall pay and indemnify the "MIDHANI" against any liability in respect of any fees or charges payable under any Act of Parliament, State Laws or any Government instrument, rule or order and any regulations or bye-laws of any local authority in respect of the Works prevailing on the date of submission of tender.

CLAUSE 40**40.0 Sub-Contracts**

The Contractor shall not sub-contract the work for any portion of the work without the prior written approval of the Engineer-in-Charge. Employment of piece-rate workers shall not be deemed as sub-contracting.

CLAUSE 41**41.0 Instruction and Notices**

41.1 Subject as otherwise provided in this Contract, all notices to be given on behalf of the "MIDHANI" and all other actions to be taken on its behalf may be given or taken by the Engineer-in-Charge or any Officer for the time being entrusted with the functions, duties and powers of the Engineer-in-Charge.

41.2 All instructions, notices and communications, etc. under the Contract shall be given in writing and if sent by registered post to the last known place of abode or business of the Contractor, shall be deemed to have been served.

41.3 The Contractor or his Agent shall be in attendance at the Site(s) during all working hours and shall superintend the execution of the Works with such additional assistance in each trade as the Engineer-in-Charge may consider necessary. Orders given to the Contractor's Agent shall be considered to have the same force as if they had been given to the Contractor himself.

CLAUSE 42**42.0 Foreclosure of Contract**

42.1 If at any time after acceptance of the tender / during work the "MIDHANI" shall decide to abandon or reduce the scope of the works for any reason whatsoever and hence not require the whole or any part of the works to be carried out, the Engineer-in-Charge shall give notice in writing to that effect to the Contractor and the Contractor shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the works in full but which he did not derive in consequence of the foreclosure of the whole or part of the works.

42.2 The Contractor shall be paid at contract rates full amount for works executed at Site and, in addition, a reasonable amount as certified by the Engineer-in-Charge, but not more than the amount proportionate to the value of balance work, for the items hereunder mentioned which could not be utilized on the work to the full extent because of the foreclosure.

(a) Any expenditure incurred on preliminary site work, e.g. temporary access roads, temporary labour huts, staff quarters and site offices, storage accommodation and water storage tanks.

- (b) (i) The "MIDHANI" shall have the option to take over Contractor's materials or any part thereof either brought to Site or of which the Contractor is legally bound to accept delivery from suppliers (for in "MIDHANI" in or incidental to the work) provided, however, the "MIDHANI" shall be bound to take over the materials or such portions thereof as the Contractor does not desire to retain. For materials taken over or to be taken over by the "MIDHANI", cost of such materials as detailed by Engineer-in-Charge shall be paid. The cost shall, however, take into account purchase price, cost of transportation and deterioration or damage which may have been caused to materials whilst in the custody of the Contractor, provided that the value so arrived should not be more than the proportionate rate of item of the Contract.
- (ii) For Contractor's materials not retained by the "MIDHANI", reasonable cost of transporting such materials from Site to contractor's permanent stores or to his other works, whichever is less. If materials are not transported to either of the said places, no cost of transportation shall be payable.
- (c) If any materials supplied by the "MIDHANI" are rendered surplus, the same except normal wastage shall be returned by the Contractor to the "MIDHANI" at rates not exceeding those at which these were originally issued less storage charges, if any and allowance for any deterioration or damage which may have been caused whilst the materials were in the custody of the Contractor. In addition, cost of transportation of such materials from Site to the "MIDHANI" stores, if so required by the "MIDHANI", shall be paid.
- (d) Reasonable compensation for transfer of T&P from Site to Contractor's permanent stores or to his other works, whichever is less. If T&P are not transported to either of the said places, no cost of transportation shall be payable.
- (e) Reasonable compensation for repatriation of the Contractor's site staff and labour to the extent necessary.

The compensation amount of item(a) & (d) & (e) above, shall not be in excess of 2% of the cost of works remaining incomplete on the date of closure.

The Contractor shall, as required by the Engineer-in-charge, furnish to him books of account, wage books, time sheets and other relevant documents as may be necessary to enable him to certify the reasonable amount payable under this clause.

- (f) The amount Security Deposit shall be worked out based on redefined value of contract in case of such foreclosure.

NOTE:- Provisions of Clause 42 shall not apply to cases when work is determined/cancelled under provisions of Clause 44.

CLAUSE 43

43.0 Termination of Contract on Death

If the Contractor is an individual or a proprietary concern and the individual or the proprietor dies and if the Contractor is a partnership concern and one of the partners dies, then, unless the Engineer-in-Charge is satisfied that the legal representatives of the individual Contractor or of the proprietor of the proprietary concern and in the case of partnership, the surviving partners, are capable of carrying out and completing the Contract, the Engineer-in-Charge shall be entitled to cancel the Contract as to its incomplete part without the "MIDHANI" being in any way liable to payment of any compensation to the estate of the deceased Contractor and /or to the surviving partners of the Contractor's firm on account of the cancellation of the contract. The decision of the Engineer-in-Charge that the legal representatives of the deceased Contractor or the surviving partners of the Contractor's firm cannot carry out and complete the Contract shall be final and binding on the parties. In the event of such cancellation, the "MIDHANI" shall not hold the estate of the deceased Contractor and/or the surviving partners of the Contractor's firm liable for damages for not completing the Contract.

CLAUSE 44

44.0 Determination/Cancellation of Contract in Full or Part

44.1 If the Contractor:

- (a) at any time makes default in proceeding with the works with due diligence and continues to do so after a notice in writing of 7 days from the Engineer-in-Charge; or
- (b) commits default in complying with any of the terms and conditions of the Contract and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is given to him in that behalf by the Engineer-in-Charge; or
- (c) fails to complete the works or items of work with individual dates of completion, on or before the date(s) of completion, and does not complete them within the period specified in a notice given in writing in that behalf by the Engineer-in-Charge; or
- (d) shall offer, or give or agree to give to any person in the "MIDHANI"'s service or to any other person on his behalf any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or having done or forborne to do any act in relation to the obtaining or execution of this or any other Contract for the "MIDHANI": or
- (e) shall enter in to a contract with the "MIDHANI" in connection with which commission has been paid or agreed to be paid by him or to his

knowledge, unless the particulars of any such commission and the terms of payment thereof have previously been disclosed in writing to the Accepting Authority/Engineer-in-Charge; or

- (f) shall obtain a Contract with the "MIDHANI" as a result of wrong tendering or other non-bonafide methods of competitive tendering; or
- (g) being an individual, or if a firm, any partner thereof, shall at any time be adjudged insolvent or have a receiving order or order for administration of his estate made against him or shall take any proceedings for liquidation or composition (other than a voluntary liquidation for purpose of amalgamation or reconstruction) under any insolvency Act for the time being in force or make any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors or purport so to do, or if any application be made under any insolvency Act for the time being in force for the sequestration of his estate or if a trust deed be executed by him for benefit of his creditors; or
- (h) being a company, shall pass a resolution or the Court shall make an order for the liquidation of its affairs, or a receiver or manager on behalf of the debenture holders shall be appointed or circumstances shall arise which entitle the Court or debenture holders to appoint a receiver or manager; or
- (i) shall suffer an execution being levied on his goods and allow it to be continued for a period of 21 days; or
- (j) assigns, transfers, sublets (engagement of labour on a piece-work basis or of labour with materials not to be incorporated in the work shall not be deemed to be subletting) or attempts to assign, transfer or sublet the entire works or any portion thereof) without the prior written approval of the Engineer-in-Charge;

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

44.2 The Accepting Authority shall on such determination/cancellation have powers to:

- (a) take possession of the Site and any materials, constructional plant, implements, stores, etc. there on, and/or
- (b) carry out the incomplete work by any means at the risk and cost of the Contractor.

44.3 In the event of the Engineer-in-Charge putting in force all or any of the powers vested in him under the preceding clause he may, if he so desires

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

- 44.4** On determination/cancellation of the Contract in full or in part, the Accepting Authority shall determine what amount, if any, is recoverable from the Contractor for completion of works or part of the works or in case the works or part of the works is not completed, the loss or damage suffered by the "MIDHANI". In determining the amount, credit shall be given to the Contractor for the value of the work executed by him up to the time of cancellation, the value of Contractor's material taken over and incorporated in the work, and use of tools, tackles and machinery belonging to the Contractor.
- 44.5** Any excess expenditure incurred or to be incurred by the "MIDHANI" in completing the works or part of the works or the loss or damage suffered or may be suffered by the "MIDHANI" as aforesaid after allowing such credit shall be recovered from any money due to the Contractor on any account, and if such money is not sufficient the Contractor shall be called upon in writing to pay the same within 30 days.
- 44.6** If the Contractor shall fail to pay the required sum within the aforesaid period of 30 days, the Engineer-in-Charge shall have the right to retain any or all of the Contractor's unused materials, construction plant, implements, temporary buildings etc. till the balance outstanding from the Contractor is recovered in accordance with the provisions of the Contract.
- 44.7** In the event of anyone or more of the above courses being adopted by the Engineer-in-Charge, the Contractor shall have no claim to compensation for any loss sustained by him by reasons of his having purchased or procured any materials or the execution of the work or the performance of the Contract. And in case action is taken under any of the provision aforesaid the Contractor shall not be entitled to recover or be paid any sum for any

work thereof or actually performed under this Contract unless and until the Engineer-in-Charge has certified in writing the performance of such work and the value payable in respect thereof and he shall only be entitled to be paid so certified.

- 44.8** Any sums in excess of the amounts due to the "MIDHANI" and unsold materials, construction plant, etc., shall be returned to the Contractor, provided always that the cost or anticipated cost of completion by the "MIDHANI" of the works or part of the work is less than the amount which the Contractor would have been paid had he completed the works or part of the works, such benefit shall not accrue to the Contractor.
- 44.9** In any case in which any of the powers conferred upon the Engineer-in-Charge by this clause, shall have become exercisable and the same are not exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall notwithstanding be exercisable in the event of any future case of default by the Contractor and the liability of the Contractor for compensation shall remain unaffected.

CLAUSE 45

45.0 Liability for Damage, Defects or Imperfections and Rectifications thereof

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

In such case the Engineer-in-Charge may not accept the item of work at the rates applicable under the contract but may accept such items at reduced rates as the competent authority may consider reasonable during the preparation of on account bills or final bill if the item is so acceptable without detriment to the safety and utility of the item and the structure or he may reject the work outright without any payment.

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

CLAUSE 46

46.0 Urgent Works

If any urgent work (in respect whereof the decision of the Engineer-in-Charge shall be final and binding) becomes necessary and the Contractor is unable or unwilling at once to carry it out, the Engineer-in-Charge may by his own or other workmen carry it out as he may consider necessary. If the urgent work shall be such as the Contractor is liable under the Contract to carry out at his cost, all expenses incurred on it by the "MIDHANI", then shall be recoverable from the Contractor and be adjusted or set off against any sum payable to him.

CLAUSE 47

47.0 Changes in Constitution

Where the Contractor is a partnership firm, prior approval in writing of the Accepting Authority shall be obtained before any change is made in the constitution of the firm. Where the Contractor is an individual or a Hindu Undivided Family business concern such approval as aforesaid shall likewise be obtained before the Contractor enters into any partnership firm which would have the right to carry out the work hereby undertaken by the Contractor. If prior approval as aforesaid is not obtained, the Contract shall be deemed to have been assigned in contravention of Clause 44 hereof and the same action may be taken & the same consequences shall ensure as provided for in the said clause 44.

CLAUSE 48

48.0 Training of Apprentices – Not applicable to this contract

The Contractor shall, during the currency of the Contract, when called upon by the Engineer-in-Charge engage and also ensure engagement by Sub-contractors and others employed by the Contractor in connection with the Works, such number of Apprentices and for such periods as may be required by the Engineer-in-Charge. The Contractor shall train them as

required under The Apprentices Act, 1961 and shall be responsible for all obligations of the employer under the Act including the liability to make payment to apprentices as required under the Act.

CLAUSE 49

49.0 Water Supply

49.1 Unfiltered Water Supply

The Contractor shall make his own arrangements for water required for the work and nothing extra will be paid for the same. This will be subject to the following conditions:

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

49.2 Departmental Water Supply

Water, if available, may be supplied to the Contractor by the "MIDHANI" at one point subject to the following conditions:

- (i) The water charges as stipulated in Schedule A shall be recovered from the contractor.
- (ii) The Contractor shall make his own arrangement of water connection and laying of pipelines from existing mains of source of supply and metering.
- (iii) The "MIDHANI" do not guarantee to maintain uninterrupted supply of water and it will be incumbent on the Contractor to make alternative arrangements for water at his own cost in the event of any temporary breakdown in the "MIDHANI"'s water mains so that the progress of his work is not held up for want of water. No claim of damage or refund of water charges will be entertained on account of such breakdown.

CLAUSE 50

50.0 Power Supply

Electric power, if available, will be provided at one point. All distribution system and metering unit should be arranged for by the Contractor himself at his own cost, complying with all relevant regulations. Charges for energy consumed shall be indicated by Engineer-in-Charge in Schedule 'A'. For the purpose of planning, the tenderer shall furnish along with his tender, the

estimated requirement of electric power for execution of work in terms of maximum demand and also daily energy in Kwh.

Disruption in supply or non-availability of electricity shall not entitle the Contractor for any claim for compensation either in time or money. He shall make prior arrangements for such contingency to carry on with the work without interruption.

CLAUSE 51

51.0 Land

51.1 Land for Contractor's Office, Stores, Workshop etc.

The Engineer-in-Charge shall, at his discretion and for the duration of the Contract, make available at site, land for construction of Contractor's field office, workshop, stores, magazine for explosives in isolated locations, assembling yard, etc required for execution of the Contract. Leveling and dressing of site, any construction of temporary roads, offices, workshops, etc as per plan approved by the Engineer-in-Charge shall be done by the Contractor at his own cost.

51.2 Land for Contractor's Colony:- Not applicable to this contract

Land will be given, if available, by the "MIDHANI" for the Contractors colony. The Contractor may indicate the requirement of land for the colony along with his tender. Land will be made available at for the period of Contract. The Contractor shall make his own arrangement for water supply, electric supply, sanitation, access road and general cleanliness of his colony. All these amenities shall be got approved by the Engineer-in-Charge prior to construction of the camp.

51.3 GENERAL

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

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

payment of his final bill shall not be made. The Contractor shall pay for the use and occupation at the rates to be determined by the Engineer-in-charge, if the Contractor overstays in the land after the Contract is closed.

VALUATION AND PAYMENT CLAUSE 52

52.0 Records and Measurement

52.1 Engineer-in-Charge shall, except as otherwise stated, ascertain and determine by measurement the value of work done in accordance with the Contract.

52.2 Except otherwise mentioned elsewhere, all items having a financial value shall be entered in Measurement Book, Level Book etc. prescribed by the "MIDHANI" so that a complete record is obtained of all work performed under the Contract or in case of PEB which shall be a lump sum contract, the measurement will be carried out as per specification/BOQ as directed by the Engineer-In-charge.

52.3 Measurement shall be taken jointly by the Engineer-in-Charge or his authorized representative and by the Contractor or his authorized representative from time to time.

52.4 Before taking measurements of any work, the Engineer-in-Charge or his authorized representative shall give a reasonable notice to the Contractor. If the Contractor fails to attend or send his authorized representative for measurement after such a notice or fails to counter-sign or to record his objections within a week from the date of measurement, then in any such event, measurements taken by the Engineer-in-charge or by his authorized representative shall be taken to be the correct measurement of the work.

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

52.6 Measurements shall be signed and dated by both parties from time to time on the site during the progress of the work. If the Contractor objects to any of the measurements recorded on behalf of the "MIDHANI", a note to that effect shall be made with reasons and such note shall be signed and dated by both parties engaged in taking the measurements. The decision of Engineer-in-Charge on such dispute or difference or interpretation shall be final and binding on both the parties and shall be beyond the scope of the settlement of dispute by Arbitration in respect of all contract items, substituted items, extra items and deviations.

52.7 When the estimate on which a tender is made includes lump sum in respect of parts of the work, the Contractor shall be entitled to payment in respect of the items of work involved or the part of the work in question at the same rates as are payable under this contract for such items, or if the part of the work in question is not, in the opinion of the Engineer-in-Charge payable of measurements, the Engineer-in-Charge may at his discretion pay the lump

sum amount entered in the estimate, and the certificate in writing of the Engineer-in-Charge shall be final and conclusive against the Contractor with regard to any sum or sums payable to him under the provisions of the clause.

CLAUSE 53

53.0 Method of Measurement

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

CLAUSE 54

54.0 Payment on Account

54.1 Interim bills shall be submitted by the Contractor for the work executed on the basis of such recorded measurement on the format of the "MIDHANI" at interval mentioned in Schedule A on or before the date fixed by the Engineer-in-Charge. The Engineer-in-Charge shall then arrange to have the bill verified.

54.2 Payment "On Account" for amount admissible shall be made, on the Engineer-in-Charge certifying the sum to which the Contractor is considered entitled by way of interim payment for the following:-

(a) For works:

All work executed, after deducting there-from the amounts already paid, the security deposit and such other amounts as may be deductible or recoverable in terms of the Contract.

(b) For Materials:-**not applicable to this contract.**

The Contractor on signing an indenture in the form to be specified by the Engineer, 75 percent of the cost (as assessed by the Engineer-in-Charge) of any materials which are in the opinion of the Engineer-in-Charge reasonably required in accordance with the Contract and have been brought to Site for in "MIDHANI" in the Works and are safeguarded against loss due to any cause whatsoever to the satisfaction of the Engineer-in-Charge but have not been so incorporated. However, in case of perishable materials the Contractor shall provide an insurance cover for the full cost. No secured advance shall be payable on high-risk material such as ordinary glass, sand, petrol diesel etc.

54.3 The advance payments under (b) above shall be adjusted as and when materials are utilized in the Works.

- 54.4** Payment of the Contractor's on account bill shall be made by the "MIDHANI" within 10 days from the date of submission of the bill subject to the acceptance of the same by the Engineer-in-charge. Where it is likely to take more time for acceptance of the bill, an advance payment of 75% of the bill amount shall be released to the Contractor within 3 working days and balance payment shall be released within 21 days of submission of bill.
- 54.5** Any interim bill paid, relating to work done or materials delivered, may be modified or corrected by any subsequent interim bills or by the final bill. No Certificate of the Engineer-in-Charge supporting an interim payment shall itself be conclusive evidence that any work or materials to which it relates is/are in accordance with the Contract.
- 54.6** Pending consideration of extension of date of completion, interim payments shall continue to be made as herein provided, without prejudice to the right of the "MIDHANI" to take action under the terms of the contract for delay in the compensation of work, if the extension of date of completion is not granted by the competent authority.
- 54.7** Engineer-in-charge may certify to the effect that the work has been completed up to level in question and make interim advance payment without detailed measurements for the work done (other than foundations, items to be covered under finishing items) up to lintel level (including sunshades etc.) and slab level, for each floor working out at 75% of the assessed value. The advance payment so allowed shall be adjusted in the subsequent interim bill by taking detailed measurement thereof.

CLAUSE 55

55.0 Time Limit for Payment of Final Bill

- 55.1** The final bill shall be submitted by the Contractor within 40 days of physical completion of the works. No further claims shall be made by the Contractor after submission of the final bill and these shall be deemed to have been waived and extinguished. Payment of those items of the bill in respect of which there is no dispute and of items in dispute, for quantities and at rates as approved by the Engineer-in-Charge, shall be made within the period specified hereunder. The period shall be reckoned from the date of receipt of the bill by the Engineer-in-Charge.
- 55.2** After payment of the amount of the final bill as aforesaid has been made, the contractor may, if he so desires, reconsider his position in respect of the disputed portion of the final bill and if he fails to do so within 40 days, his disputed claim shall be dealt with as provided in the Contract.

56.0 CONTRACT PRICE ADJUSTMENT: Not applicable for this PEB contract

CLAUSE 57:

57.0 MOBILISATION ADVANCE (FOR CONTRACTS VALUED AT OVER RS.100 LAKHS):

Mobilization Advance shall be granted to the Contractor, if required by him, with the following conditions being fulfilled.

- a) Advance shall be granted where the estimated cost of work put to tender is Rs. 100 lakhs or more.
- b) The amount of mobilization advance shall be limited to percentage specified in Schedule "A" and shall be granted under following two categories:
 - i) Lump sum Advance against a non-revocable Bank guarantee acceptable to the "MIDHANI".
 - ii) Advance at 75% of the purchase price of New Plant and Equipment acquired for the work and brought to site, against production of documents in support thereof and that such plant and equipment are hypothecated in favour of the "MIDHANI" in the form required by the "MIDHANI". Further, this new plant and equipment for which mobilization advance applied for are not in excess of requirement and price thereof considered to be reasonable by the Engineer-in-charge. Similar advance against hypothecation of old plant & equipments brought to site shall be considered only to the extent of cost incurred on transportation, installation and commissioning of such equipments by the Contractor.
- c) The recovery of advance shall be regulated in suitable installments commencing from First RA bill or after 10% of the work is completed, whichever is earlier.
- d) The payment of mobilization advance by itself shall not be considered as one RA bill for this purpose.
- e) The entire amount of advance with interest shall be recovered before 80% of the work is completed or before pre-final bill which ever is earlier.
- f) Rate of interest to be charged on mobilization advance shall be as mentioned in Schedule "A". Recovery shall be based on compound interest on yearly rest basis.

- g) Interest on the advance shall be calculated on each installment of recovery from the date of its payment as Mobilization Advance till the preceding day of recovery from Bill.
- h) Where advance payment to Contractor against "On Account Bill" is to be made after effecting the recovery of Mobilization Advance installment from the bill, the interest shall be calculated till the preceding day of passing the bill for advance payment.
- i) If the amount payable under any interim bill is not sufficient to cover all deduction to be made for sums advanced and other sums deductible there from, the balance outstanding shall be deducted from subsequent interim bills, as may be necessary, failing that, as otherwise provided for in the Contract.
- j) If for any reason except a default of the Contractor, the work under the contract is suspended or is to be suspended for more than 15 days, the contractor shall be at liberty to remove the plant and equipment or any part thereof hypothecated to the "MIDHANI" under this clause to any other works site of the contractor for carrying on his other works, on his furnishing prior to such removal a bank guarantee acceptable to the "MIDHANI" for the amount of the outstanding advance granted under this clause with interest and undertaking to bring back to the Site, before expiry or the period of suspension the plant and equipment as may be necessary for completion of the works. If such plant and equipment are not brought back, the Contractor shall forthwith repay the amount of the loan outstanding with interest.

CLAUSE 58

58.0 Over payments & Under payments

58.1 Wherever any claim for the payment of a sum of money to the "MIDHANI" arises out of or under this Contract against the Contractor, the same may be deducted by the "MIDHANI" from any sum then due or which at any time thereafter may become due to the Contractor under this contract and failing that under any other contract with the "MIDHANI" or from any other sum due to the contractor from the "MIDHANI" which may be available with the "MIDHANI" or from his security deposit; or he shall pay the claim on demand.

58.2 The "MIDHANI" reserves the right to carry out post payment audit and technical examination of the final bill including all supporting vouchers, abstracts etc. The "MIDHANI" further reserves the right to enforce recovery of any overpayment when detected, notwithstanding the fact that the amount of the final bill may be included by one of the parties as an item of dispute before an arbitrator appointed under Clause 59 of this contract and notwithstanding the fact that the amount of the final bill figures in the arbitration award.

- 58.3** If as a result of such audit and technical examination any overpayment is discovered in respect of any work done by the Contractor or alleged to have been done by him under the Contract, it shall be recovered by the "MIDHANI" from the Contractor by any or all of the methods prescribed above. If any under-payment is discovered, the amount shall be duly paid to the Contractor by the "MIDAHNI".
- 58.4** Provided that the aforesaid right of the "MIDHANI" to adjust over payments against amounts due to the Contractor under any other contract with the "MIDHANI" shall not extend beyond the period of two years from the date of payment of the final bill or in case the final bill is a MINUS bill, from the date the amount payable by the contractor under the MINUS final bill is communicated to the contractor.
- 58.5** Any amount due to the contractor under this contract for under-payment may be adjusted against any amount then due or which may at any time thereafter become due before payment is made to the contractor, from him to the "MIDHANI" on any other contract or account whatsoever.
- 58.6** The Contractor shall be deemed to have given its consent for adjustment of the dues payable to the contractor in other contracts either at the same Power Project/Power Station of "MIDHANI", against the liability or outstanding dues in respect of this contract. Similarly, the contractor gives its consent to adjust/set off the dues payable in this contract against the outstanding dues recoverable by "MIDHANI" from the contractor either n other contract at the same Power Project/Power Station or any other Power Project/Power station of "MIDHANI".
- 58.7** All sums payable by way of compensation under any of the conditions of contract shall be considered as reasonable compensation to be applied to the use of the "MIDHANI" without reference to the actual loss or damage sustained and whether or not any damage shall have been sustained.

IV. Arbitration and Laws, etc.

CLAUSE 59:

59.0 Arbitration

Except where, otherwise provided for in the contract, all questions and disputes relating to the meaning of the specifications designs, drawings and instructions herein before contained in this contract or as to the quality of workmanship or materials used on the work or arising out of the terms and conditions of the contract whether during the progress of the work or after the completion or abandonment thereof, at the request of the aggrieved party in writing, shall be referred to the sole arbitration of the person nominated and appointed by the Managing Director, "MIDHANI", in respect of the contracts entered for & on behalf of the "MIDHANI", by any Officer/Authority of the MIDHANI".

The parties of the contract agree that it will be no objection to any such appointment that the sole arbitrator so appointed is a "MIDHANI" Employee. The sole arbitrator to whom the matter is originally referred being transferred or having vacated his office or being unable to act for any reason whatsoever, the Managing Director, Power "MIDHANI", as aforesaid at the time of such transfer, vacation of office or inability to act, shall appoint another person to act as arbitrator in accordance with the terms of the contract. Such person as and when appointed shall proceed with the reference from the stage at which it was left by his predecessor in accordance with the rules, regulations and the law of the land. It is also a term of this contract that no person other than a person appointed by the Managing Director, "MIDHANI" of India Ltd., as aforesaid should act as Arbitrator and if for any reason that is not possible, the matter is not to be referred to arbitration at all.

Subject as aforesaid the Provisions of the Arbitration & Conciliation Act 1996 (No. 26 of 1996) or any statutory modification or re-enactment thereof and rules made there under and for the time being in force shall apply to the arbitration proceedings under this clause.

CLAUSE 60

60.0 Laws Governing the Contract

This Contract shall be governed by the Indian Laws for the time being in force.

CLAUSE 61

61.0 Relations working in "MIDHANI":

The Contractor shall not be permitted to tender for works in the "MIDHANI" units (Responsible for award and execution of work) in which his near relative is posted as an officer in any capacity. He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relative of any officer in the "MIDHANI". Any breach of this condition by the contractor would render him liable to be removed from the approved list of contractors of the "MIDHANI".

Note: By term "Near Relatives" is meant wife, husband, parents and grand parents, children and grand children brothers and sisters, uncles & aunts, cousins and their corresponding in-laws.

V. CONTRACTORS LABOUR REGULATIONS AND FORMS

1. Definitions:

In these regulations, unless otherwise expressed or indicated, the following words and expression shall have the meaning hereby assigned to them:

- (a) "Labour means workers employed by Contractor directly, or indirectly through a sub-contractor or by an agent on his behalf on a payment not exceeding Rs. 1000/- per month.
- (b) "Fair Wage" means wages, which shall include wages for weekly day of rest and other allowances, whether for time or piece work, after taking into consideration prevailing market rates for similar employments in the neighborhood but shall not be less than the minimum rates of wages fixed under The Minimum Wages Act.
- (c) "Contractor" for the purpose of these regulations shall include an agent or sub-contractor employing labour on the work taken on contract.
- (d) "Inspecting Officer" means any Labour Enforcement Officer or Assistant Labour Commissioner of the Chief Labour Commissioner's Organisation.
- (e) "Form" means a form appended to these Regulations.

2. Notice of commencement: The Contractor shall, within SEVEN days of commencement of the work, furnish in writing to the Inspecting officer of the area concerned the following information:

- (a) Name and situation of the work
- (b) Contractors name and address
- (c) Particulars of the Department for which the work is undertaken.
- (d) Name and address of sub-contractors as and when they are appointed.
- (e) Commencement and probable duration of the work.
- (f) Number of workers employed and likely to be employed.
- (g) "Fair wages" for different categories of workers.

3. (i) Number of hours of work which shall constitute a normal working day:-

The number of hours which shall constitute a normal working day for an adult shall be NINE hours. The working day of an adult worker shall be so arranged that inclusive of intervals, if any, for rest, it shall not spread over more than twelve hours on any day; when an adult worker is made to work for more than NINE hours on any day or for more than FORTY EIGHT hours in any week, he shall, in respect of overtime work, be paid wages at double at ordinary rate of wages.

(ii) Weekly day of rest:

Every worker shall be given a weekly day of rest which shall be fixed and notified at least TEN days in advance. A worker shall not be required or allowed to work on the weekly rest day unless he has or will have a substituted rest day, on one of the five day immediately before or after the rest day. Provided that no substitution shall be made which will result in the worker working for more than ten days consecutively without a rest day for a whole day.

Where in accordance with the foregoing provisions a worker works on the rest day and has been given a substituted rest day he shall be paid wages for the work done on the weekly rest day at the overtime rate of wages.

NOTE: The expression "ordinary rate of wages" means the fair wage the worker is entitled to.

4. Display of notice regarding Wages, Weekly Day of Rest etc.,:

The Contractor shall, before he commences his work on Contract, display and correctly maintain and continue to display and correctly maintain in a clean and legible condition in conspicuous places on the works, notice in English and in the local Indian Language spoken by majority of workers, giving the rate of fair wages, the hours of work for which such wages are payable, the weekly rest days workers are entitled to and name and address of the Inspecting Officer. The Contractor shall send a copy each of such notices to the Inspecting Officers.

5. Fixation of Wage Periods:

The Contractor shall fix wage periods in respect of which wage shall be payable. No wage period shall normally exceed one week.

6. Payment of Wage:

- (i) Wages due to every worker shall be paid to him direct. All wages shall be paid in current coins or currency or in both.
- (ii) Wages of every worker employed on the Contract shall be paid where the wage period is one week, within THREE days from the end of the Wage period; and in any other case before the expiry of the 7th day or 10th day from the end of the wage period according as the number of workers does not exceed 1,000.
- (iii) When employment of any worker is terminated by or on behalf of the contractor, the wages earned by him shall be paid before expiry of the day succeeding the one on which his employment is terminated.
- (iv) Payment of wages shall be made at the work site on a working day except when the work is completed before expiry of the wage period, in which case final payment shall be made at the work site within 48 hours of the last working day and during normal time.

NOTE: The term “working day” means a day on which the work on which labour is employed, is in progress.

7. Register of Workmen:

A register of workmen shall be maintained in the Form appended to these regulations and kept at the work or as near to it as possible, and relevant particulars of every workman shall be entered therein within THREE days of his employment. (Ref. Appendix I)

8. Employment Card:

The Contractor shall issue an employment card in the Form appended to these regulations to each worker on the day of work or entry into his employment. If a worker already has any such card with him issued by the previous employer, the contractor shall merely endorse that Employment Card with relevant entries. On termination of employment the Employment Card shall again be endorsed by the contractor and returned to the worker. (Appendix II).

9. Register of Wages etc.:

- (i) A Register of Wages-Cum-Muster Roll in the Form appended to these regulations shall be maintained and kept at the work site or as near to it as possible. (Appendix III).
- (ii) A wage slip in the Form appended to these regulations shall be issued to every worker employed by the contractor at least a day prior to disbursement of wages. (Appendix IV).

10. Fines and deductions which may be made from Wages:

- (i) Wages of a worker shall be paid to him without any deduction of any kind except the following:
 - (a) fines:
 - (b) deductions for absence from duty, i.e. from the place of his employment he is required to work. The amount of deduction shall be in proportion to the period for which he was absent;
 - (c) deduction for damage to or loss of goods expressly entrusted to the employed person for custody, or for loss of money which he is required to account for, where such damage or loss is directly attributable to his neglect or default;
 - (d) deductions for recovery of advances or for adjustment or overpayment of wages, Advance granted shall be entered in a register; and
 - (e) any other deduction which the “MIDHANI” may from time to time allows.

- (ii) No fines shall be imposed on any worker say in respect of such acts and omissions on his part as has been approved by the Chief Labour Commissioner.
- (iii) No fine shall be imposed on a worker and no deductions for damage or loss shall be made from his wages until the worker has been given an opportunity of showing causes against such fines or deductions.
- (iv) The total amount of fines which may be imposed in any one wage period on a worker shall not exceed an amount equal to three paise in a rupee of the wages payable to him in respect of that wage period.
- (v) No fine imposed on a worker shall be recovered from him in installments, or after expiry of sixty days from the date on which it was imposed. Every fine shall be deemed to have been imposed on the day of the act or omission in respect of which it was imposed.
- (vi) The contractor shall maintain both in English and the local Indian language a list, approved by the Chief Labour Commissioner, clearly stating the acts and omissions for which penalty or fine may be imposed on a workman and display it in a good condition in a conspicuous place on the work site. (Appendix V).
- (vii) The Contractor shall maintain a register of fines and the register of deductions for damage or loss in the Forms appended to these regulations which should be kept at the place of work. (Appendix VI & VII).

11. Register of Accidents:

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

- (a) Full particulars of the labourers who met with accident.
- (b) Rate of Wages.
- (c) Sex
- (d) Age
- (e) Nature of accident and cause of accident.
- (f) Time and date of accident.
- (g) Date and time when admitted in hospital.
- (h) Date of discharge from the hospital.
- (i) Period of treatment and result of treatment.
- (j) Percentage of loss of earning capacity and disability as assessed by Medical Officer.
- (k) Claim required to be paid under Workmen's Compensation Act.
- (l) Date of payment of compensation.
- (m) Amount paid with details of the person to whom the same was paid.
- (n) Authority by whom the compensation was assessed.

(o) Remarks.

12. Preservation of Registers :

The Register of workmen and the Register of Wages-cum-Muster Roll required to be maintained under these Regulations shall be preserved for 3 years after the date on which the last entry is made therein.

13. Enforcement:

The Inspecting Officer shall either on his own motion or on a complaint received by him carry out investigations, and send a report to the Engineer-in-Charge specifying the amounts representing Workers' dues and amount of penalty to be imposed on the contractor for breach of these Regulations, that have to be recovered from the contractor, indicating full details of the recoveries proposed and the reasons there for. It shall be obligatory on the part of the Engineer-In-Charge on receipt of such a report to deduct such amounts from payment due to the contractor.

14. Disposal of amounts recovered from the contractor:

The Engineer-in-Charge shall arrange payment to workers concerned within FORTY FIVE days from receipt of a report from the Inspecting Officer except in cases where the contractor had made an appeal under Regulation 16 of these Regulations. In cases where there is an appeal, payment of workers dues would be arranged by the Engineer-In-Charge, wherever such payments arise, within THIRTY days from the date of receipt of the decision of the Regional Labour Commissioner (RLC).

15. Welfare Fund:

All moneys that are recovered by the Engineer-in-Charge by way of workers dues, which could not be disbursed to workers within the time limit prescribed above, due to reasons such as whereabouts of workers not being known, death of workers, etc. and also amounts recovered as penalty, shall be credited to a Fund to be kept under the custody of the "MIDHANI" for such benefit and welfare of workmen employed by Contractors.

16. Appeal against decision of Inspecting officer:

Any person aggrieved by a decision of the Inspecting Officer may appeal against such decision to the Regional Labour Commissioner concerned within THIRTY days from the date of the decision, forwarding simultaneously a copy of his appeal to the Engineer-in-Charge. The decision of the Regional Labour Commissioner shall be final and binding upon the contractor and the workmen.

17. Representation of parties:

Employer

Contractor

(i) A workman shall be entitled to be represented in any investigation or enquiry under these Regulations by an officer of a registered trade union of which he is a member or by an officer of a Federation of Trade Unions to which the said trade union is affiliated or where the workman is not a member of any registered trade union, by an official of a registered trade union, connected with, or by any other workman employed in, the industry in which the worker is employed.

(ii) A contractor shall be entitled to be represented in any investigation enquiry under these Regulations by an officer of an association of Contractors of which he is a member or by an officer of a Federation associations of contractors to which the said association is affiliated where the contractor is not a member of any association of contractors, by an officer of association of employers, connected with, or by any other employer engaged in, the industry in which the contractor is engaged.

(iii) No party shall be entitled to be represented by a legal practitioner in investigation or enquiry under these Regulations.

18. Inspection of Books and other Documents:

The contractor shall allow inspection of the Registers and other documents prescribed under these Regulations by Inspecting Officers and the Engineer-in-charge or his authorized representative at any time and by the worker or his agent on receipt of due notice at convenient time.

19. Interpretation etc:

On any question as to the application interpretation or effect of these Regulations, the decision of the Chief Labour Commissioner or Deputy Chief Labour Commissioner (Central) shall be final and binding.

20. Amendments

Central Government may from time to time, add to or amend these Regulations and issue such directions as it may consider necessary for the proper implementation of these Regulations or for the purpose of removing any difficulty which may arise in the administration thereof.

Appendix – I

1. REGISTER OF WORKMEN
(Regulation 7)

- (i) Name and address of the Contractor
- (ii) Number and date of contract
- (iii) Name and address of the Department awarding the contract
.....
- (iv) Nature of the Contract and location of the work
- (v) Duration of the contract

S. No	Name and Surname of the workers	Age & Sex	Father's / Husband's Name	Nature of employment Designation	Permanent/Home Address of Employee	Present Address	Date of commencement of employment	Date of termination on or leaving of employment	Signature or thumb impression of the Employee	Remarks
1	2	3	4	5	6	7	8	9	10	11

Employer

Contractor

Appendix - II

2. EMPLOYMENT CARD
(Regulation 8)

- (i) Name and Sex of the worker
- (ii) Father's/Husband's Name
- (iii) Address
- (iv) Age or Date of Birth
- (v) Identification marks
- (vi) Name and Sex of the worker

Particulars of next of kin (wife/husband and children, if any, or of dependent next of kin in case the worker has no wife/husband or child).

Name

Full Address of Dependents

(Specify Village, Distt and State)

S. No	Name and address of employer (specify whether a contract or of a Sub-contract or)	Particulars of location of work site and description of work done	Total period for which the worker is employed (from to	Actual number of days worked	Leave taken (No. of days should be specified	Nature of work done by the worker	Wage Period	Wage rate with particulars of unit in case of piece work	Total wage earned by the worker during the period shown under control .5)	Remarks	Signature of the employer
1	2	3	4	5	6	7	8	9	10	11	12

N.B. For a worker employed at one time on piece work basis and at another on daily wages, relevant entries in respect of each type of employment should be made separately.

Employer

Contractor

3. REGISTER OF WAGES-CUM-MUSTER ROLL (Regulation 9)

- (i) Name and address of the contractor
- (ii) Number and date of contract
- (iii) Name and address of the Department awarding the contract
- (iv) Nature of the contract and location of the work
- (v) Duration of the contract
- (vi) Wage Period

S · N o	N a m e	F a t h e r s	S e x	D e s i g n a t i o n	D a i l y / F a i r w a g e s p a y a b l e	W a g e s p a i d	O v e r t i m e	T o t a l	D e d u c t i o n f r o m w a g e s	D a t e	S i g n a t u r e	R e m a r k s	S u r n a m e	H u s b a n d	N a t u r e o f w o r k	A t t e n d a n c e	W o r k e d	W a g e s P a i d	F i n e	D e d u c t i o n	H o u s e R e n t	R e c o v e r y P a y a b l e	N e t W a g e s
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24

Reasons to be recorded in Col. 24

Employer

Contractor

Appendix – IV

4. WAGE SLIP
(Regulation 9)

i) Name of the Contractor

ii) Place

1. Name of the Workers with father's/husband's name:

2. Nature of Employment :

3. Wage period :

4. Rate of wages payable :

5. Total attendance/unit of work done :

6. Date on which overtime worked :

7. Overtime Wages :

8. Gross Wages Payable :

9. Total Deductions (indicating nature of deductions):

10. Net wages Payable :

Contractor's Signature/
Thumb Impression

Employees Signature/
Thumb Impression

Employer

Contractor

Appendix – V**LIST OF ACTS AND OMISSIONS FOR WHICH FINES CAN BE IMPOSED****(REGULATION NO. 10 VI)**

In accordance with rule 10 (vi) Contractor's Labour Regulations to be displayed prominently at the site of work both in English and local language.

1. Willful insubordination or disobedience, whether alone or in combination with other.
2. Theft, fraud or dishonesty in connection with the contractors beside a business or property of "MIDHANI".
3. Taking or giving bribes or any illegal gratifications.
4. Habitual late attendance.
5. Drunkenness fighting, riotous or disorderly or indifferent behaviour.
6. Habitual negligence.
7. Smoking near or around the area where combustible or other materials are locked.
8. Habitual indiscipline.
9. Causing damage to work in the progress or to property of the "MIDHANI" or of the contractor.
10. Sleeping on duty.
11. Malingering or slowing down work.
12. Giving of false information regarding name, age, father's name etc.,
13. Habitual loss of wage cards supplied by the employers.
14. Unauthorized use of employer's property for manufacturing or making of unauthorized articles at the work place.
15. Bad workmanship in construction and maintenance by skilled workers which is not approved by the "MIDHANI" and for which the contractors are compelled to undertake rectifications.
16. Making false complaints and/or misleading statements.
17. Engaging on trade within the premises of the establishments.
18. Any unauthorized divulgence of business affairs of the employees.
19. Collection or canvassing for the collection of any money within the premises of an establishment unless authorized by the employer.

20. Holding meeting inside the premises without previous sanction of the employers.
21. Threatening or intimidating any workman or employer during the working hours within the premises.

Appendix – VI

6. REGISTER OF FINES

(Regulation No. 10 (Vii))

S.No.	Name	Father's/Husbands Name	Sex	Department and date of offence for fine imposed	Nature workman showed offence cause against fine or not, if so enter data	Whether of/and wages/a mount of fine imposed	Rate on amount/ which fine realized	Date	Date	Remarks
1	2	3	4	5	6	7	8	9	10	11

Employer

Contractor

Appendix – VII

**7. REGISTRY OF DEDUCTIONS FOR DAMAGES OR
LOSS CAUSED TO THE “MIDHANI” BY THE NEGLIGENCE
OR DEFAULT OF THE EMPLOYED PERSONS**

Regulation No. 10(Vii)

S.N o.	Name	Father's/Husb ands Name	Sex	Departme nt and date of offence for fine imposed	Nature workman showed offence cause against fine or not, if so enter data	Whether of/and wages/a mount of fine imposed	Rate on amount/ which fine realized	Date	Date	Rem arks
1	2	3	4	5	6	7	8	9	10	11

Employer

Contractor

VI. MODEL RULES FOR LABOUR WELFARE (See Condition 16)

1. Definitions:

- (a) "Work Place" means a place at which, on an average, twenty or more workers employed.
- (b) "Large work place" means a place at which, on an average 500 or more workers are employed.

2. First Aid:

At every workplace, there shall be maintained in a readily accessible place first aid appliances including an adequate supply of sterilized dressings and sterilized cotton wool as prescribed in the Factory Rules of the state in which the work is carried on. The appliances shall be kept in good order and in large work-places, they shall be placed under the charge of a responsible person who shall be readily available during working hours.

At large workplaces, where hospital facilities are not available within easy distance of the works First Aid Posts shall be established and be run by trained compounders.

Where large workplaces are remotely situated and far away from regular hospitals, an indoor ward shall be provided with one bed for every 260 employees.

Where large workplaces are situated in cities, towns or in their suburbs and no beds are considered necessary owing to proximity of city or town hospitals, suitable transport shall be provided to facilitate removal of urgent cases to these hospitals. At other workplaces, some conveyance facilities shall be kept readily available to take injured person or person suddenly taken seriously ill, to the nearest hospital.

At large workplaces these shall be provided and maintained an ambulance room of the prescribed sizes, containing the prescribed equipment and in the charge of such medical and nursing staff as may be prescribed. For the purpose the relevant provisions of the Factory Rules of the State Government of the area where the work is carried on may be taken as the prescribed standard.

3. Accommodation for Labour:

The Contractor shall during the progress of the works provide, erect and maintain necessary temporary living accommodation and ancillary facilities for labour at his own expense and to standards and scales as approved by the Engineer-in-Charge.

4. Drinking water:

In every workplace, there shall be provided and maintained at suitable places easily accessible to labour, a sufficient supply of cold water fit for drinking.

Where drinking water is obtained from an intermittent public water supply each workplace shall be provided with storage where drinking water shall be stored.

Every water supply storage shall be at a distance of not less than 15 meters from any latrine drain or other source of pollution. Where water has to be drawn from an existing well, which is within such proximity of latrine, drain or any other source of pollution, the well shall be properly chlorinated before water is drawn from it for drinking. All such wells shall be entirely closed in and be provided with a trap door which shall be dust and water-proof.

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

5. Washing and Bathing Places:

Adequate washing and bathing places shall be provided separately for man, women, such places shall be kept in clean and drained condition.

6. Scale of Accommodation in Latrines and Urinals:

There shall be provided within the precincts of every workplace latrines and urinals in an accessible place, and the accommodation, separately for each of these, shall not be less than at the following scales:-

	<u>No. of Seats</u>
(a) Where number of persons does not exceed 50	2
(b) Where number of persons exceeds 50 but does not exceed 100	3
(c) For additional persons per 100 or part thereof	3

In particular cases, the Engineer-in-Charge shall have the power to increase the requirement, where necessary.

7. Latrines and Urinals :

Except in workplaces provided with water flushed latrines connected with a water-borne sewage system. All latrines shall be provided with receptacles or dry-earth system which shall be cleaned at least four times daily and at least twice during working hours and kept in a strictly sanitary condition. Receptacles shall be tarred inside and outside at least once a year. If women are employed, separate latrine and urinals screened from those for men and marked in the vernacular in

conspicuous letters “For Women Only” shall be provided on the scale laid down in rule 6. Those for men shall be similarly marked “For Men Only”. A poster showing the figure of a man and of a woman shall also be exhibited at the entrance to latrines for each sex. There shall be adequate supply of water close to latrines and urinals.

8. Construction of Latrines:

Inside walls shall be constructed of masonry or some suitable heat resisting nonabsorbent materials and shall be cement washed inside and outside at least once a year. The dates of cement washing shall be noted in a register maintained for the purpose and kept available for inspection. Latrines shall have at least thatched roof.

9. Disposal of Excreta:

Unless otherwise arranged for by the local-sanitary authority, arrangements for proper disposal of excreta by incineration at the workplace shall be made by means of a suitable incinerator approved by the local medical health and municipal or cantonment authorities. Alternatively excreta may be disposed off by putting a layer of night soils at the bottom of pucca tank prepared for the purpose and covering it with a 15cm layer of waste or refuse and then covering it with a layer of earth for a fortnight (when it will turn into manure).

The contractor shall, at his own expense, carry out all instructions issued to him by the Engineer-in-charge to effect proper disposal of soil and other conservancy work in respect of Contractor’s work people or employees on the site. The Contractor shall be responsible for payment of any charges which may be levied by municipal or cantonment authority for execution of such work on his behalf.

10. Provision of shelter during rest:

At every work place there shall be provided free of cost, four suitable sheds, two for meals and two others for rest, separately for use of men and women labour. Height of each shelter shall not be less than 3 meters from floor-level to lowest part of roof. Sheds shall be kept clean and the space provided shall be on the basis of at least 0.5sq.m. per head.

11. Creches:

At a place at which 20 or more women workers are ordinarily employed, there shall be provided at least one hut for use of children under the age of 6 years belonging to such women, Huts shall not be constructed to a standard lower than that of thatched roof, mud floor and wall with wooden plants spread over mud floor and covered with matting.

Huts shall provided with suitable and sufficient openings for light and ventilation. There shall be adequate provision of sweepers to keep the

places clean. There shall be two dais in attendance. Sanitary utensils shall be provided to the satisfaction of local medical health and municipal or cantonment authorities. Use of huts shall be restricted to children their attendance mothers of children.

Where the number of women workers is more than 25 but less than 50, the contractor shall provided at least one hut and one dai to look after children of women workers.

Size of crèche(s) shall vary according to the number of women workers employed. Creche (s) shall be properly maintained and necessary equipment like toys etc. provided.

12. Canteen:

A cooked food canteen on a moderate scale shall be provided for the benefit of workers wherever it is considered necessary.

13. Planning:

Setting and erection of the above mentioned structures shall be approved by the Engineer-in-charge, and the whole of such temporary accommodation shall at all times during the progress of the works be kept tidy and in a clean and sanitary condition to the satisfaction of the Engineer-in-charge and at the contractor's expenses. The Contractor shall conform generally to sanitary requirements of local medical, health and municipal or cantonment authorities and at all times adopt such precautions as may be necessary to prevent soil pollution of the site.

On completion of the works the whole of such temporary structures shall be cleared away, all rubbish burnt, excreta or other disposal pits or trenches filled in and effectively sealed off and the whole of site left clean and tidy to the entire satisfaction of the Engineer-in-charge and at the contractor's expenses.

14. Anti-malarial precautions:

The contractor shall, at his own expense, conform to all anti-malarial instructions given to him by the Engineer-in-charge, including filling up any borrow pits which may have been dug by him.

15. Enforcement:

The Inspecting Officer mentioned in the contractors Labour Regulations or any other officer nominated in his behalf by the Engineer-in-charge shall report to the Engineer-in-charge all cases of failure on the part of the contractor and or his sub-contractors to comply with the provisions of these Rules either wholly or in part and the Engineer-in-charge shall impose such lines and other penalties as are prescribed in the conditions.

16. Interpretations etc:

On any question as to the application, interpretation or effect of these Rules, the decision of the chief Labour Commissioner or Deputy Chief Labour Commissioner (Central) shall be final and binding.,

17. Amendments:

Government may, from time to time add to or amend these Rules and issue such directions as it may consider necessary for the proper implementation of these Rules or for the purpose of removing any difficulty which may arise in the administration thereof.

VII. SAFETY CODE

1. Suitable scaffolds shall be provided for workmen for all work that cannot safely be done from the ground, or from solid construction except such short period work as can be done safely from ladders. When a ladder is used an extra mazdoor shall be engaged for holding the ladder and if the ladder is used for carrying materials as well, suitable footholds and hand-holds shall be provided on the ladder and the ladder shall be given an inclination not steeper than $\frac{1}{4}$ to 1 ($\frac{1}{4}$ horizontal and 1 vertical).
2. Scaffolding or staging more than 3.25m above the ground or floor, swing or suspended from an overhead support or erected with stationary support, shall have a guard rail properly attached, bolted, braced and otherwise secured at least 1 meter high above the floor or platform or such scaffolding or staging and extending along the entire length of the outside and ends thereof with only such openings as may be necessary for the delivery of materials, Such scaffolding or staging shall be so fastened as to prevent it from swaying from the building or structure.
3. Working platform, gangway, and stairways shall be so constructed that they do not sag unduly or unequally, and if a height, of a platform or gangway or stairway is more than 3.25m above ground level or floor level, it shall be closely boarded, have adequate width and be suitably fenced, as described in 2 above.
4. Every opening in floor of a building or in a working platform shall be provided with suitable means to prevent fall of persons or materials by providing suitable fencing or railing with a minimum height of 1m.
5. Safe means of access shall be provided to all working platform and other working places. Every ladder shall be securely fixed. No portable single ladder shall be over 9m in length. Width between side rails in a rung ladder shall in no case be less than 30 cm for ladders up to and including 3m. in length. For longer ladders this width shall be increased

at least 6mm for each additional 30 cm. of length. Uniform step spacing shall not exceed 30 cm.

Adequate precautions shall be taken to prevent danger from electrical equipment. No materials on any of the Sites shall be so stacked or placed as to cause danger or inconvenience to any person or the public. The contractor shall provide all necessary fencing and lights to protect public from accident and shall be bound to bear expenses of defense of every suit action or other proceedings at law that may be brought by any person for injury sustained owing to neglect of the above precautions and to pay any damages and cost which may be awarded in any such suit action or proceedings to any such person or which may with the consent of the contractor be paid to compromise any claim by any such person.

- (i) No paint containing lead or lead products shall be used except in the form of paste or ready made paint.
 - (ii) Suitable face masks shall be supplied for use by workers when paint is supplied in the form of spray or a surface having lead paint dry rubbed and scrapped.
 - (iii) Overalls shall be supplied by the contractor to workmen and adequate facilities shall be provided to enable working painters to wash during and on cessation of work.
6. When work is done near any place where there is a risk of drowning, all necessary equipment shall be provided and kept ready for use and all necessary steps taken for prompt rescue of any person in danger and adequate provision made for prompt first aid treatment of all injuries likely to be sustained during the course of the work.
7. Use of hoisting machines and tackle including their attachments, anchorage and supports shall conform to the following:-
- (a)
 - (i) These shall be of good mechanical construction, sound material and adequate strength and free from patent defects and shall be kept in good working order and properly maintained.
 - (ii) Every rope used in hoisting or lowering materials or as a means of suspension shall be of a durable quality and have adequate strength and be free from patent defects.
 - (b) Every crane driver or hoisting appliance operator shall be properly qualified and no person under the age of 21 years shall be in charge of any hoisting machine including any scaffold or give signals to operator.

- (c) In case of every hoisting machine and of every chain ring hook, shackle swivel and pulley block used in hoisting or lowering or as means of suspension safe working load shall be ascertained by adequate means. Every hoisting machine and all gear referred to above shall be painted/marked with safe working load. In case of a hoisting machine a variable safe working load, each safe working load and the conditions under which it is applicable shall be clearly indicated. No part of any machine or of any gear referred to above in this paragraph shall be loaded beyond safe working load except for the purpose of testing.
- (d) In case of a "MIDHANI"s machine, safe working load shall be notified by the Engineer-in-charge. As regards contractor's machines the Contractor shall notify safe working load of each machine to Engineer-in-Charge whenever he brings it to Site of work and get it verified by the Engineer-in-Charge.
8. Motors, gearing, transmission, electric wiring and other dangerous parts of hoisting appliance shall be provided with efficient safeguards; hoisting appliances shall be provided with such means as will reduce to the minimum risk or accidental descent of load. Adequate precautions shall be taken to reduce to the minimum risk of any part of suspended load becoming accidentally displaced. When workers are employed on electrical installations which are already energized, insulating mats, working apparel such as gloves, sleeves and boots, as may be necessary, shall be provided,. Workers shall not wear any rings, watches and carry keys or other materials which are good conductors of electricity.
9. All scaffolds, ladders and other safety devices mentioned or described herein shall be maintained in a safe condition and no scaffold ladder or equipment shall be altered or removed while it is in use. Adequate washing facilities shall be provided at or near places of work.
10. These safety provisions shall be brought to the notice of all concerned by display on a notice board at a prominent place at the work spot. Persons responsible for ensuring compliance with the Safety Code shall be named therein by the contractor.
11. To ensure effective enforcement of the rules and regulations relating to safety precautions arrangements made by Contractor shall be open to inspection by the Engineer-in-charge or his representative and the inspecting officers as defined in the contractor's Labour Regulation.
12. Notwithstanding the above conditions 1 to 14 there is nothing in these to exempt the contractor from the operation of any other Act or Rules in force including the safety Guide for works contract.

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PROFORMA BANK GUARANTEE IN LIEU OF EARNEST MONEY

(On Non Judicial Stamp paper to be stamped in accordance with stamp act, the stamp paper to be in name of Execution Bank)

Ref..... Date.....
Bank Guarantee No.....

To
MISHRA DHATU NIGAM LTD
P.O. Kanchanbagh, Hyderabad
.....

Dear Sir,

In accordance with your Notice Inviting Tenders for
under your tender No dated M/s. (hereafter called the
Tenderer) with following directors on

1 2.....
3 4

Wish to participate in the said tender for the following
(Name of the work)

1
2

Whereas it is a condition in the tender documents that the tenderer has to deposit Earnest Money with respect to the tender, with Mishra Dhatu Nigam Ltd (hereinafter referred to as "MIDHANI") amounting to Rs or alternatively the tenderer is required to submit "Bank Guarantee" form a Nationalised Bank irrevocable and operative till 30 days after the validity of the offer. (i.e. 210 days from the date of opening of tender), for the like amount which amount is likely to be forfeited on the happening of contingencies mentioned in the tender documents. And whereas the tenderer desires to secure exemption from deposit of Earnest Money and has offered to furnish a Bank Guarantee for a sum of Rs to the "MIDHANI" for the purpose o securing exemption from the deposit of earnest money.

1. NOW THEREFORE, we the Bank, a body corporate constituted under the Banking Companies (Acquisition and Transfer of undertakings) Act 1969 and having a branch office at (hereinafter referred to as the Bank") do hereby undertake and agree to pay on demand in writing by the "MIDHANI", the amount of Rs (Rupees
.....) to the Mishra Dhatu Nigam Ltd "MIDHANI" without any demur, reservation or recourse.

2. We, the aforesaid Bank, further agree that the "MIDHANI" shall be the sole judge of and as to whether the tenderer has committed any breach or breaches of any of the terms and conditions of the tender and the extent of loss, damage, cost, charges and expenses caused to or suffered by or that may be caused to or suffered by the "MIDHANI" on account thereof the extent

Employer

Contractor

of the Earnest Money required to be deposited by the Tenderer in respect of the said Tender document and the decision of the "MIDHANI" that the Tenderer has committed such breach or reaches and as to the amount or amounts of loss, damage, costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the "MIDHANI" shall be final and binding on us.

3. We, the said Bank further agree that the Guarantee herein contained shall remain in full force and effect until it is released by the "MIDHANI" and change in the constitution, liquidation or dissolution of the Tenderer, shall not discharge our liability guaranteed herein.

4. It is further declared that it shall not be necessary for the "MIDHANI" to proceed against the Contractor before proceeding against the bank and the Guarantee herein contained shall be enforceable against the Bank notwithstanding any security which the "MIDHANI" may have obtained or shall obtain from the contractor at the time when proceedings are taken against the Bank for whatever amount may be outstanding or unrealized under the Guarantee.

5. The right of the "MIDHANI" to recover the said amount of Rs (Rupees) from us in manner aforesaid will not be affected or suspended by reason of the fact that any disputed or disputes have been raised by the said M/s. (Tenderer) and / or that any dispute or disputes are pending before any authority, officer, tribunal or arbitrator(s) etc.

6. Notwithstanding anything stated above, our liability under this guarantee shall be restricted to Rs (Rupees) and our guarantee shall remain in force up to and unless a demand or claim under the guarantee is made on us in writing within three months after the aforesaid date i.e. on or before the all your rights under the guarantee shall be forfeited and we shall be relieved and discharges from all liabilities there under.

Date
Place

(Signature)
(Printed Name)

(Designation)
(Bank's Common seal)
(Authorisation No.)

In the presence of:
Witness

1).....
2)

Accepted

(Signature of the Officer)
For and on behalf of the

Mishra Dhatu Nigam Ltd "MIDHANI"

Employer

Contractor

FORM OF BANK GUARANTEE TO SECURE A LUMSUM ADVANCE

(To be executed on non-judicial stamp paper of appropriate value)
(Ref. Para 23.5(iii)(a))

From: The Bank

To : The Mishra Dhatu Nigam Ltd,
Hyderabad

Dear Sir,

WHEREAS you (hereinafter referred as the "MIDHANI") have entered into the contract with M/s. _____ for construction of _____ vide Contract No. _____ dated _____ (hereinafter called the said Contract). AND WHEREAS for timely completion of contract as per the terms of contract, the "MIDHANI" has contractor an advance of Rs . _____ (RUPEES _____)

(In words)

bearing interest @ _____ p.a.

AND WHEREAS it is one of the condition for grant of advance that a Bank Guarantee for a maximum sum of Rs . _____ shall be provided by the Contractor in favour of the "MIDHANI". AND WHEREAS the contractor has requested us to execute this guarantee in your favour, which we have agreed to do so in denomination of Rs _____.

NOW, WE THE _____ DO HEREBY

(Name of the Bank) AGREE and undertake to pay on demand, without any demur to the "MIDHANI" the amount that may become due and payable to the "MIDHANI", stating that the amount claimed is due by way of loss or damage caused or suffered or would be caused to or suffered by the "MIDHANI" by reasons of any breach by the said Contractor(s) of any of the terms or conditions contained in the said Agreement, or by reasons of the Contractor's failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs . _____ (Rupees _____ only).

We, the said bank do hereby further agree and declare that the decision of the Engineer-in-charge on behalf of the "MIDHANI", as to whether by reason of any default on the part of the Contractor or otherwise, the outstanding amount in respect of the said advance has become immediately revocable to the "MIDHANI" or not and as regards to the quantum of the amount refundable to the "MIDHANI" in respect of the said advance, shall be final and binding on us.

We, the said Bank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable

Employer

Contractor

till all the dues of the "MIDHANI" under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till the Engineer-in-charge, on behalf of the "MIDHANI", certifies that the terms and conditions of the said agreement have been fully and properly carried out by the said contractor and accordingly discharges this guarantee.

Unless a demand or claim under this guarantee is made on us in writing on or before _____, we shall be discharged from all liability
(date)

Under this guarantee thereafter.

We, _____ further agree with the "MIDHANI" that the "MIDHANI" shall have the fullest, liberty, without our consent and without affecting in any manner our obligations hereunder, to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time to from any of the powers exercisable by the "MIDHANI" against the said Contractor (s) and to forbear or enforce any of the terms and conditions relating to the said agreement and that we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said contractor(s) or for any forbearance, act or omission on the part of the "MIDHANI" or any indulgence by the "MIDHANI" to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for the provision, have effect of so relieving us.

This Guarantee shall be valid up to _____ unless extended on demand by the "MIDHANI". Notwithstanding any thing mentioned above, our liability against this guarantee is restricted to Rs . _____
(Rupees _____ only) and unless a claim
(In words)

in writing is lodged with us within six months of the date of expiry or the extended date of expiry of this guarantee, all our liabilities under this Guarantee shall stand discharged.

This guarantee will not be discharged due to change in the constitution of the Bank or the Contractors.

We, _____, lastly
(indicate the name of the Bank)

Undertake not to revoke this guarantee during its currency except with the previous consent of the "MIDHANI" in writing. Given under the seal of the Bank on _____ day of _____
19 _____ for _____.
(indicate the name of the Bank).

(Authorized Signatory)
For and on behalf of the Bank

Employer

Contractor

PROFORMA OF BANK GUARANTEE IN LIEU OF SECURITY DEPOSIT IN INDIVIDUAL CONTRACT

(ON NON JUDICIAL STAMP PAPER)
(CLAUSE NO. 9)

To,

Mishra Dhatu Nigam Ltd.
.....
.....

In consideration of the Mishra Dhatu Nigam Ltd. Having its registered office at (hereinafter called the "MIDHANI" which expression shall unless repugnant to the subject or context include its administrations, successors and assigns) having agreed under the terms and conditions of the Award Letter bearing number Dated issued by the MIDHANI, which has been unequivocally accepted by the contractor M/s. work (hereinafter called the said contract) to accept a Dead of Guarantee as herein provided for Rs (Rupees Only) from a Nationalized Bank in lieu of the security deposit to be made by the contractor or in lieu of the deduction to be made from eh Contractor's bills, for the due fulfillment by the said contractor of the terms and conditions contained in the said contract.

We, the Bank (hereinafter referred to as "the said Bank" and having our registered office at do hereby undertake and agree to indemnify and keep indemnified the "MIDHANI" from time to time to the extent of Rs (Rupees only) against any loss or damage, cost, charges and expenses caused to or suffered by or that may be caused to or suffered by the "MIDHANI" by reason of any breach or breaches by the said contractor of any of the terms and conditions contained in the said contract and to unconditionally pay the amount claimed by the "MIDHANI" on demand and without demur to the extent aforesaid.

We Bank, further agree that the "MIDHANI" shall be the sole judge of and as to whether the said contractor has committed any breach or breaches of

"Refer note at the end of the proforma.

Any of the terms and conditions of the said contract and the extent of loss, damage, costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the "MIDHANI" on account thereof and the decision of the "MIDHANI" that the said Contractor has committed the breach or breaches and as to the amount or amounts of loss, or that may be caused to or suffered by the "MIDHANI" from time to time shall be final and binding on us.

Employer

Contractor

1. We, the said Bank further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said contract and till all the dues of the "MIDHANI" under the said Contract or by virtue of any of the terms and conditions governing the said contract have been fully paid and its claims satisfied or discharged and till the owner certificate that terms and conditions of the said contract have been fully and properly carried out by the said contractor and accordingly discharges this Guarantee subject, however, that the "MIDHANI" shall have no claim under the Guarantee after 90 (Ninety) days from the date of expiry of the Defects Liability Period as provided in the said contract, i.e. (date) or from the date of cancellation of the said contract as the case may be, unless a notice of the claim under this Guarantee has been served on the Bank before the expiry of the said period in which case the same shall be enforceable against the Bank notwithstanding the fact, that the same is enforced after the expiry of the said period.
2. The "MIDHANI" shall have the fullest liberty without affecting in any way the liability of the bank under this Guarantee or Indemnity, from time to time, to vary any of the terms and conditions of the said contract or to extend time of performance by the said contractor or to postpone for any time from time to time any of the powers exercisable by its against the said contractor and either to enforce or forbear from enforcing of the terms and conditions governing the said contract or securities available to the "MIDHANI" and the said bank shall not be released from its liability under liberty with reference to the matters aforesaid or by reason of time being given to the said Contractor or any other forbearance act or omission on the part of the "MIDHANI" or any indulgence by the "MIDHANI" to the said contractor or any other matter or thing whatsoever which under the law relating to sureties would, but for this provision, have the effect of so releasing the Bank from its such liability.
3. It shall not be necessary for the "MIDHANI" to proceed against the contractor before proceeding against the Bank and the Guarantee herein contained shall be enforceable against the Bank, notwithstanding any security which the "MIDHANI" may have obtained or obtain from the Contractor shall at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealized.

We, the said Bank, lastly undertake not to revoke this Guarantee during its currency except with the Previous consent of the "MIDHANI" in writing and agree that any change in the constitution of the said contractor or the said Bank shall not discharge our liability hereunder. If any further extension of this Guarantee is required the same shall be extended to such required periods on receiving instructions from M/s on whose behalf this guarantee is issued.

In the presence of

For and on behalf of (the Bank)

Employer

Contractor

WITNESS

1. _____

Signature _____

2. _____

Name & Designation _____

Authorization No: _____

Date and Place: _____

Bank's Seal _____

Accepted

(Signature of the Officer)
For and on behalf of the
(Mishra Dhatu Nigam Ltd.)

PROFORMA OF BANK GUARANTEE FOR REMOVAL OF PLANT AND EQUIPMENT FROM THE SITE

(ON NON-JUDICIAL STAMP PAPER)

(Clause No. 57)

To,
Mishra Dhatu Nigam Ltd.

In consideration of the Mishra Dhaut Nigam Ltd. (_____ having its Registered office at _____ (hereinafter called "the Owner which expression shall unless repugnant to the subject or context include its successors and assigns) having agreed under the terms and conditions of Contract No dated made between and the Owner in connection with. (thereinafter called "the said contract") to permit the Contractor to remove the plant and equipment mentioned in the Schedule hereto hypothecated to the Owner as provided in the contract granted to the Contractor by the Owner from the site to any other works of the Contractor on his furnishing an acceptable Bank Guarantee, we the _____ Bank (hereinafter referred to as "the said Bank") and having registered office at do hereby undertake and agree to indemnify and keep indemnified the owner from time to time to the extent of Rs _____ (Rupees only) against any loss or damage, costs, charges to or suffered by the Owner by reason of the contractor failing to bring back to the site and the said Plant and equipment or any part thereof and to unconditionally pay the amount claimed by the owner on demand and without demur to the extent aforesaid.

We, _____ Bank further agree that the Owner shall be the sole judge of and as to whether the said contractor has failed to bring the said plant and equipment or any part there of back to the site and the extent of loss, damage, costs, charges and expenses caused to or suffered by the Owner on account there-of and the decision of the Owner that the said Contractor has so failed and as to the amount or amounts of loss or damage caused to or suffered by the Owner shall be final and binding on us.

We, the said Bank, further agree that the Guarantee herein contained shall remain in full force and effect till the Owner certifies that the said Plant and equipment have been brought back to the site or the said loan of Rs With the interest has been repaid to the Owner in full, and accordingly, discharged this Guarantee subject, however, that the Owner shall have no claim under this Guarantee after Years of the date of completion of the contract or from the date of cancellation of the said contract, as the case may be unless a notice of the claim under this Guarantee has been served on

Employer

Contractor

the Bank before the expiry of the said period of years in which case the same shall be enforceable against the Bank notwithstanding the fact that the same is enforced after the expiry of the said period ofyears.

The Owner shall have the fullest liberty without effecting in any way the liability of the Bank under this Guarantee or Indemnity, from time to time, to vary any of the terms and conditions of the said contract or the advance or to extend time of performance by the said contractor or to postpone for any time from time to time any of the powers exercisable by it against the said contractor and either to enforce or forbear from enforcing any of the terms and conditions overrunning the said not be released from its liability under these presents by any exercise by the owner of the liberty with reference to the matters aforesaid or by reasons of time being given to the said contractor or any other forbearance the Owner to the said contractor or any other forbearance act or omission on the part of the owner or any indulgence by the owner to the said contractor on of any other matter or thing whatsoever which under the law relating to sureties would, but for this provision, have the effect of so releasing the Bank from its such liability.

It shall not be necessary for the owner to proceed against the contractor before proceeding against the bank and the guarantee herein contained shall be enforceable against the Bank notwithstanding any security, which the owner may have obtained or obtain from the contractor shall at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealized.

We, the said Bank, lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the Owner in writing and agree that any change in the Constitution of the said contractor or the said Bank shall not discharge our liability hereunder.

Date this _____ day of _____

In presence of

1. _____
2. _____
3. _____

For & on behalf of (the Bank)
 Common seal of the Bank
 Signature _____
 Name _____
 Designation _____
 Authorization No. _____

The above Guarantee is accepted by
 Mishra Dhatu Nigam Ltd.

For and on behalf of the
 Mishra Dhatu Nigam Ltd.

Dated
 (Name and Designation)

PROFORMA OF HYPOTHECATION DEED

(ON NON-JUDICIAL STAMP PAPER ON APPROPRIATE VALUE)

(Clause No. 57)

THE INDENTURE made this day of
 Between of the one part (here in after called contractor) and Mishra Dhatu Nigam Ltd. _____ hereinafter called "the "MIDHANI" which expression shall unless the context requires otherwise include his successors and assigns of the other part:

WHEREAS under condition 57 of the General conditions contract relating to the terms and conditions of its Award letter No. _____ dated _____ which have been unequivocally accepted by the contractor the contractor has applied to the Corporation for a loan of Rs. _____ (Rupees _____ only) for plant and equipment described in the Schedule hereto specifically acquired by the contractor for the works and brought at site.

AND WHEREAS on of the conditions on which the said loan of Rs . _____/- Granted by the "MIDHANI" to the contractors is that the contractor shall hypothecate the plant and equipment described in the Schedule hereto in favour of the "MIDHANI" as security for the due repayment of the said loan.

AND WHEREAS the contractor has represented that he is the owner of the plant and equipment described in the Schedule hereto and the same is free from encumbrances.

NOW THIS INDENTURE WITNESS THAT in pursuance of the said agreement and in consideration of the premises the Contractor hereby hypothecate, assign and transfer to the "MIDHANI" the Plant and equipment described in the Schedule hereto the intent that the same shall remain and form security for repayment to the "MIDHANI" of the said loan of Rs together with the interest thereon at% per annum.

1. The contractor hereby agrees, declares and covenants with the "MIDHANI" s follows:

(a) The Contractor shall repay to the "MIDHANI" the said loan of Rs (Rupees Only) together with interest thereon as aforesaid by and agrees that the said loan be recovered by the "MIDHANI" by making deductions in the manner provided in condition 57 of the General conditions of contract and other conditions of the Award letter from the claims made by the contractor against the "MIDHANI" of on account payment".

(b) The Contractor has paid in full the purchase price of the Plant and Equipment described in the Schedule hereto and each and every one of them and that the same are the absolute property of the contractor and that the same have not been sold, pledged, mortgaged or transferred or in any way dealt with by the contractor.

(c) So long as any amount remains payable to the "MIDHANI" by the contractor in respect of the said loan of Rs . _____ the contractor

Employer**Contractor**

shall not sell, pledge, hypothecate, transfer, part with or in any way deal with the Plant and Equipment described in the Schedule hereto.

(d) If the said loan of Rs. _____ shall not be repaid by the contractor or recovered in the manner described above by the said _____ day of _____ due to any reasons whatsoever or the said contract has been determined earlier or cancelled or if the contractor shall sell, pledge, mortgage, transfer, part with or in any way deal with the said plant and equipment or any part thereof or the contractor or any of the partners is adjudged insolvent or the contractor is to be wound up or makes any composition or arrangement with its creditors or the contractor shall commit breach of any of the terms and conditions or covenants as herein contained or if any of the said plant and equipment or if any other property whatsoever belonging to the contractor has been sold or attached for a period of not less than 21 days in execution of the decree of any court for payment of money, the whole of the said loan of Rs Or such part thereof as may remain unpaid or unrecovered together with interest thereon shall forthwith become due and payable.

(e) The "MIDHANI" may on the happening of any of the events mentioned in the preceding clause (d) or in the event of the said loan or any part thereof becoming due and payable and has not been paid or recovered or cannot be recovered as provided in the said conditions, seize and take possession of the said plant and equipment (and either remain in possession thereof without removing the same or else may remove the same) and sell the said plant and equipment or any of them either by public auction or private contract and may out of the sale proceeds retain the balance of the said loan and interest thereon remaining unpaid and unrecovered and all cost, charges and expenses and payments incurred or made in maintaining, defending or protecting the rights of the "MIDHANI" hereunder and shall pay over the surplus, if any, to the contractor.

(f) The Contractor shall at all times during the continuance of the security and the at the expense of the contractor insure and keep insured and plant and equipment described in the Schedule hereto for the value thereof in the joint names of the contractor and the MIDHANI with an insurance company to be approved by the Engineer-in-charge against the risk of loss or damage from whatever cause arising other than the Excepted Risks. During the continuance of the security the Contractor shall pay all premium and sums of money necessary for keeping such insurance on foot and the insurance policy and receipts in original for premium paid shall be deposited with the Engineer-in-charge. The Contractor shall assign all his rights, title and interest in the policy to the MIDHANI.

(g) The Contractor shall not permit or suffer the said plant and equipment or any part thereof to be destroyed or damaged or used or to be used or to deteriorate in a greater degree than it would deteriorate by reasonable wear and tear thereof in the performance of the contract.

(h) In the event of any damage or loss happening to the said plant and equipment or any part thereof from whatever cause other than the Excepted Risks the contractor shall forthwith have the same repaired or replaced as the case may be or arrange for payment of the entire amount recovered or to be recovered from the insurance company to the MIDHANI towards the payment of the said load of Rs

2. Upon repayment or recovery in full of the amount secured on account of this hypothecation deep the said plant and equipment secured hereunder shall stand released from hypothecation but this is without prejudice to the right of the MIDHANI under any other conditions of the contract.

SCHEDULE ABOVE REFERRED TO

Sl. No	Particulars of Plant and Equipment	Nos	Purchase price/price considered reasonable by Engineer-in-charge	Total Price	Advance (75% of Col.5)
1	2	3	4	5	6

IN WITNESS WHEREOF the parties hereto have executed these presents on the day and your first above written

Signed and delivered
By the within named

Signed by Shri _____
(Name and Designation)
Mishra Dhatu Nigam Ltd.

In the presence of
In the presence of:

(1) _____

(2) _____

(2) _____

(2) _____

NOTES

For Proprietary Concerns

Shri _____ son of _____ resident of _____ carrying on business under the contractor" which expression shall unless the context requires otherwise include his heirs, executors, administrators and legal representatives.

For Partnership Concerns

M/s. _____ a partnership firm with its office _____ (hereinafter called "the said Contractor" which expression shall unless the context requires otherwise include their heirs, executors, administrators and legal representative); the names of their partners being

(i) Shri _____ S/o. _____

(ii) Shri _____ S/o. _____

Employer

Contractor

M/s. a company registered under the companies Act, 1956 and having its registered office at in the state of (hereinafter called “the said Contractor” which said contractor” which expression shall unless the context requires otherwise include its administrators, successors and assigns.

PRE-CONTRACT INTEGRITY PACT

General

1. Whereas M/s. MISHRA DHATU NIGAM LIMITED a Government of India Enterprise incorporated and registered as a company under the company Act, 1956 having its registered office at P.O. Kanchanbagh, Hyderabad – 500058 state of Telangana, India hereinafter referred to as the Buyer and the first part, propose to procure -----, hereinafter referred to as Defence Stores, and M/s-----, (which term shall mean and include its successors assigns and legal representation), herein after referred to as the Bidder and the second party, has offered the stores.
2. Whereas the Bidder is a private company / public company / partnership / registered export agency, constituted in accordance with the relevant law in the matter and the Buyer is a Ministry of the Government of India performing its functions on behalf of the President of India.

Objectives

3. Now, therefore, the Buyer and the Bidder agree to enter into this Pre-contract agreement, hereinafter referred to as Integrity Pact, to avoid all forms of corruption by following a system that is fair, transparent and free from any influence / unprejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to: -
 - 3.1 Enabling the Buyer to obtain the desired Defence Stores at a competitive price in conformity with the defined specifications of the Service by avoiding high cost and the distortionary impact of corruption on public procurement, and
 - 3.2 Enabling bidder to abstain from bribing or any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also refrain from bribing and other corrupt practices and the Buyer will commit to prevent corruption, in any form, by their officials by following transparent procedures.

Commitments of the Buyer:

4. The Buyer Commits itself to the following: -
 - 4.1 The Buyer undertakes that no official of the Buyer connected directly or indirectly with the contract, will demand, take a promise for or accept directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the Bidder, either

Employer

Contractor

for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

- 4.2 The buyer will, during the pre-contract stage, treat all Bidders alike, and will provide to all Bidders the same information and will not provide any such information to any particular Bidder which could afford an advantage to that particular Bidder in comparison to other Bidders.
- 4.3 All the officials of the Buyer will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
5. In case of any such preceding misconduct on the part of such officials (s) is reported by the bidder to the Buyer with full and verifiable facts and the same is prima facie found to be correct by the Buyer, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the Buyer and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the Buyer the proceedings under the contract would not be stalled.

Commitments of Bidders:

6. The Bidder commits himself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of his bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commits himself to the following:-
- 6.1 The Bidder will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Buyer, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the Contract.
- 6.2 The Bidder further undertakes that he has not give, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Buyer or otherwise in procuring

- the contract or forbearing to do or having done any act in relation to the obtaining or execution of the Contract or any other contract with the Government for showing or forbearing to show favour or disfavor to any person in relation to the Contract or any other contract with the Government.
- 6.3 The Bidder will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 6.4 The Bidder will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 6.5 The Bidder further confirms and declares to the Buyer that the Bidder is the original manufacture / integrator / authorized government sponsored export entity of the defence stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the Buyer or any of its functionaries, whether officially or unofficially to the award of the contract to the Bidder, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 6.6 The Bidder, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the Buyer or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 6.7 The Bidder shall to use improperly, for purposes of competitor or personal gain, or pass on to others, any information provided by the Buyer as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The Bidder also undertakes to exercise due and adequate care lest any such information is divulged.
- 6.8 The Bidder commits to refrain from giving any complaint direct or through any other manner without supporting it with full and verifiable facts.
- 6.9 The Bidder shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

7. Previous Transgression

7.1 The Bidder declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify bidder's exclusion from the tender process.

7.2 If the Bidder makes incorrect statement on this subject, Bidder can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

8. Earnest Money / Security Deposit (If applicable)

8.1 Every bidder, while submitting commercial bid, shall deposit an amount as specified in the RFP as Earnest Money / Security Deposit, with the buyer through any of the following instruments: -

(i) Bank Draft or a Demand draft in favour of M/s. Mishra Dhatu Nigam Limited, Hyderabad.

(ii) A confirmed guarantee by an Indian Nationalized Bank, promising payment of the guarantee sum to M/s. Mishra Dhatu Nigam Limited, Hyderabad on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the Buyer shall be treated as conclusive proof for payment.

8.2 The Earnest Money / Security Deposit shall be valid upto a period of Six Months or the complete conclusion of the contractual obligations to complete satisfaction of both the bidder and the buyer, whichever is later. In case there are more than one bidder, the Earnest Money / security deposit shall be refunded by the buyer to those bidder) s) whose bid (s) does/do not qualify for negotiation by the Commercial Negotiation Committee (CNC) as constituted by the Buyer, Immediately after recommendation is made by the CNC on the bid(s) after an evaluation.

8.3 In the case of successful bidder a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of sanctions for violation shall be applicable for forfeiture of performance bond in case of a decision by the Buyer to forfeit the same without assigning any reason for imposing sanction for violation of this pact.

8.4 The provisions regarding Sanctions for violation in Integrity Pact include forfeiture of performance Bond in case of a decision by the Buyer to forfeit the same without assigning any reason for imposing sanction for violation of Integrity Pact.

8.5 No interest shall be payable by the Buyer to the Bidder(s) on earnest money / Security Deposit for the period of its currency.

9. Company Code of Conduct

9.1 Bidders are also advised to have a company code of conduct (clearly rejecting the use of bribes and other unethical behavior) and a compliance program for the implementation of the code of conduct throughout the company.

10. Sanctions for Violation:

10.1 Any breach of the aforesaid provisions by the Bidder or any one employed by him or acting on his behalf (whether with or without the knowledge of the Bidder) or the commission of any offence by the Bidder or any one employed by him or acting on his behalf, as defined in chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act 1988 or any other act enacted for the prevention of corruption shall entitle the Buyer to take all or any one of the following actions, wherever required: -

- (i) To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the Bidder. However, the proceedings with the other Bidder(s) would continue.
- (ii) The earnest Money / Security Deposit / Performance Bond, if furnished by the bidder, shall stand forfeited either fully or partially, as decided by the Buyer and the Buyer shall to be required to assign any reason therefore.
- (iii) To immediately cancel the contract, if already signed, without giving any compensation to the Bidder.
- (iv) To recover all sums already paid by the Buyer, and in case of an Indian Bidder with interest thereon at 2% higher than the prevailing Prime Lending Rate, while in case of a Bidder from a country other than India with interest thereon at 2% higher than LIBOR. If any outstanding payment is due to the Buyer from the Bidder in connection with any other contract for any other Defence stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.

- (v) To en-cash the advance bank guarantee and performance bond / warranty bond, if furnished by the Bidder, in order to recover the payments, already made by the Buyer, along with interest.
- (vi) To cancel all or any other Contracts with the Bidder.
- (vii) To debar the Bidder from entering into any bid from the Government of India for a minimum period of five years, which may be further extended at the discretion of the buyer.
- (viii) To recover all sums paid in violation of this Pact by Bidder(s) to any middleman or agent or broker with a view to securing the contract.
- (ix) If the Bidder or any employee of the Bidder or any person acting on behalf of the Bidder, either directly or indirectly, is closely related to any of the officers of the Buyer, or alternatively, if any close relative of an officer of the Buyer has financial interest / stake in the Bidder's firm, the same shall be disclosed by the Bidder at the time of filing of tender. Any failure to disclose the interest involved shall entitle the Buyer to rescind the contract without payment of any compensation to the Bidder. The term 'close relative' for this purpose would mean spouse whether residing with the Government servant or not, but to include a spouse separated from the Government servant by a decree or order of a competent court, son or daughter or step son or step daughter and wholly dependent upon Government servant, but does not include a child or step child who is no longer in any way dependent upon the Government servant or of whose custody the Government servant has been deprived of by or under any law, any other person related, whether by blood or marriage, to the Government servant or to the Government servant's wife or husband and wholly dependent upon Government servant.
- (x) The Bidder shall not lend to or borrow any money from or enter into any monetary dealings or transactions directly or indirectly, with any employee of the Buyer, and if he does so, the Buyer shall be entitled forthwith to rescind the contract and all other contracts with the Bidder. The Bidder shall be liable to pay compensation for any loss or damage to the Buyer resulting from such rescission and the Buyer shall be entitled to deduct the amount so payable from the money(s) due to the Bidder.
- (xi) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the Buyer with Bidder, the same shall not be opened.

10.2 The decision of the Buyer to the effect that a breach of the provisions of this Integrity Pact has been committed by the bidder shall be final and binding on the Bidder, however, the Bidder can approach the monitor(s) appointed for the purposes of this pact.

11. Fall Clause

11.1 The Bidder undertakes that he has not supplied/is not supplying the similar systems or subsystems or Defence stores at a price lower than that offered in the present bid in respect of any other Ministry / Department of the Government of India and if it is found at any stage that the similar system or sub-system was supplied by the Bidder to any other Ministry / Department of the Government of India at a lower price, then that very price will be applicable to the present case and the difference / in the cost would be refunded by the Bidder to the Buyer, if the contract has already been concluded.

11.2 The Bidder shall strive to accord the most favored customer treatment to the Buyer in respect of all matters pertaining to the present case.

12. Independent Monitors

12.1 Mr. N. Vinod Kumar, Flat No. 401, Laxmiram Trident Apts, Kanta Reddy Nagar, Beside Spencer Market, Pillar No. 125, Attapur, Hyderabad – 500 048 is the Independent External Monitor for Midhani.

12.2 As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Chairman & Managing Director of M/s. Mishra Dhatu Nigam Limited, Hyderabad.

13. **Examination of Books of Accounts:** In case of any allegation of violation of any provisions of this Integrity Pact or payment of commission, the Buyer or its agencies shall be entitled to examine the Books of accounts of the Bidder and the Bidder shall provide necessary information of the relevant financial documents in English and shall extend all possible help for the purpose of such examination.

14. **Law and Place of Jurisdiction:** This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the Buyer i.e. Hyderabad.

15. Other Legal Actions: The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

16. Validity

16.1 The validity of this Integrity Pact shall be from date of its signing and extend upto 5 years or the complete execution of the contract to the satisfaction of both the Buyer and the Bidder, whichever is later.

16.2 Should one or several provisions of this Pact turn out to be invalid, the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

17. The parties hereby sign this Integrity Pact on -----.

BIDDER

BUYER

M/s. Mishra Dhatu Nigam Limited,
(A Govt. of India Enterprise)
P.O. Kancharbagh,
Hyderabad 500 058,
INDIA.

In the presence of

In the presence of

Witness:

Witness:

1.

1.

2.

2.

SCHEDULE "A"

REFERENCE TO GENERAL CONDITIONS OF CONTRACT

CLAUSE	ITEM	STIPULATION
3 (b)	Accepting Authority	Chairman & Managing Director, MIDHANI
3(i)	Market Rate-percentage addition to cover overheads and profit	10%
9.1	Earnest Money/Security Deposit	
	(a) Estimated cost of the works	Rs 2700 lakhs
	(b) Earnest Money (2½ of the estimated cost of the works	Rs 67.50 lakhs
	(c) Security Deposit shall be 10% of contract value	10% of the value of award of work
10.3.6 (a)	DEVIATION LIMIT BEYOND WHICH SUB CLAUSE 10.3.1 TO 10.3.5 SHALL NOT APPLY AND CLAUSE 11 SHALL APPLY.	Not applicable for this PEB contract
10.3.6(b)	LIMIT FOR VALUE OF ANY ITEM OF ANY INDIVIDUAL TRADE BEYOND WHICH SUB CLAUSE 10.3.1 TO 10.3.5 SHALL NOT APPLY AND CLAUSE 11 SHALL APPLY.	Not applicable for this PEB contract.
12	Suspension of work	
(b) (ii)	Percentage payable to cover contractor's indirect expenses for suspension exceeding 90 days	2.5% maximum
(c)	Percentage payable cover contractor's indirect expenses for suspension exceeding 90 days	2.5% maximum
13.1	Time allowed for execution of work or Time Schedule	220 DAYS(staggered period)
13.3(g)	Authority competent to decided if any other cause of delay is beyond contractor's control.	Chairman & Managing Director, MIDHANI
15.2(e)	Variations permissible on theoretical quantities	
	i) cement for works with estimated cost put to tender not more than Rs 5 lakhs.	Not applicable to this PEB contract.
	ii) Bitumen all works	Not applicable to this PEB contract.
	iii) Steel Reinforcement and Structural steel sections	Not applicable to this PEB contract.
	iv) All other materials	Not applicable to this PEB contract.
35.1	Authority competent to reduce	Chairman & Managing

Employer

Contractor

	compensation amount	Director, MIDHANI
36	Defects Liability Period	12 months
37.4	Limit of amount in respect of any claim which the contractor may recover directly from the insurer.	Rs or the value at which contract is awarded whichever is higher.
49.2	Water charges	Free issue
50	Electricity charges	Free issue
54.1	Interim bills	Stage wise payment as mentioned in section 8 (BOQ)
56.4	i) Fixed components not Escapable	Not applicable
	ii) Components of Escalable Material (m)	Not applicable
	Labour (l)	Not applicable
	Power, Oil, Lubricants	Not applicable
57	ADVANCES	
(b)	Maximum amount grantable under b(i) and b(ii)	10% of award value against the Bank guarantee
(h)	Interest per annum on sum advanced	As per MIDHANI rules
59	Authority for appointing arbitrator	Chariman & Managing Director, MIDHANI

SCHEDULE "B"**MATERIAL FOR ISSUE TO THE CONTRACTOR**

(See Clause No. 15)

SL.NO	Particulars	Unit	Rate at which material will be issued	Qty. (Approx)
1	2	3	4	5
1	Cement	MT		Not applicable(N.A) as no material is proposed to be issued by MIDHANI
2.	Reinforcing steel (a) Mild steel up to 12mm (Rounds) (b) Mild steel above 12mm dia(Rounds) (c) T or steel of all dia.	MT	Not applicable(N.A) as no material is proposed to be issued by MIDHANI	
3	Structural Steel	MT	N.A	N.A
4	Bitumen	MT	N.A	N.A
5	All other materials	MT	N.A	N.A

Signature of Issuing Officer.....
Date

Signature of Contractor
Date

Employer**Contractor**

SCHEDULE "C"

TOOLS AND PLANT TO BE HIRED TO THE CONTRACTOR

(See Clause 14 & 37)

Sl.No	Particulars	Number available	Hire charges per Unit per working day	Frequency of Maintenance	Value per unit	Place of issue	Number Reqd. by the contractor
1	2	3	4	5	6	7	8

(Not applicable for this PEB contract)

Tools and Plants are not expected to be hired out to the Contractor. If, however, any tools and plants are available at the time of performing the work the same may be hired out at rates to be decided by the Engineer-in-Charge. The MIDHANI reserves the right not to hire out any T&P and to withdraw at any time such T&P hired out.

The contractor shall ask the Engineer-in-charge the value of tools & Plants for which these have to be insured and carry out the insurance accordingly in case insurance not available with MIDHANI.

Signature of the issuing Officer

Signature of Contractor

Date

Date

Employer

Contractor

**LIST OF DOCUMENTS TO BE ENCLOSED BY CONTRACTOR in
TECHNICAL BID for SUPPLY, FABRICATION AND ERECTION OF WPM
SHED (THROUGH EPC).**

SL. NO	DESCRIPTION OF PRE-QUALIFICATION CRITERIA	YES ENCLOSED	NO-NOT ENCLOSED	Department use
1	Name of the Individual/Firm/Company			
2.	Tender Cost Rs 1500			
3.	Constitution/Legal Status			
4.	Contact Person Name & Designation			
5.	Communication Address & Tel No			
6.	EMD (Rs 67,50,000.00)			
7.	Latest (not older than six months from the date of this NIT) bank solvency certificate for Rs. 10.80 crores from nationalized scheduled bank-original to be enclosed. OR audited balance sheet showing Positive net worth equal or more than Rs 10.80 crores for last three financial years.			
8.	Details of ESI/PF registration.			
9.	Details Experience certificate for the similar PEB works carried in the last five years from the date of this advertisement			
	<p>A) 3 similar completed PEB works each costing not less than the amount equal to 40% of the estimated cost.</p> <p align="center">OR</p> <p>B) 2 similar completed PEB works each costing not less than the amount equal to 50% of the estimated cost.</p> <p align="center">OR</p> <p>C) one similar completed PEB works each costing not less than the amount equal to 80% of the estimated cost.</p> <p>PS: - Experience certificates shall be duly self Attested.</p>			
10.	The Manufacturer of Pre Engineered Building Structure must have ISO 9001 Certification			

Employer

Contractor

11.	The Manufacturer of Pre Engineered Building Structure shall have a minimum manufacturing capacity of 1, 00,000 MT per minimum.			
12.	Pre Engineered Building Manufacture should have designed and executed Pre Fabricated structures with crane rail at 10.0M height or more, capable of bearing 150 MT capacity EOT crane with full load or more over a span of 18 to 22M center to center of rail in last five years. (Document / work order & successful completion certificate is to be submitted along with tender).			
13.	The Pre Engineered Building structure Manufacturer shall show evidence of ready inventory stock of raw material like plates, hot rolled coils, sheeting coils of minimum quantity of 10000MT.			
14.	The Pre Engineered Building structure shall be fabricated totally at the factory under controlled quality checks and no portion of the structure shall be contracted to other fabricator.			
15.	The firm should have facility for welding of built up sections & frames by continuous submerged arc welding process and MIG welding process.			
16.	The Pre Engineered Building structure Manufacturer should have a separate full-fledged quality control laboratory managed by competent technical personnel and maintain all quality records of fabrication as per ISO 9001. No portion shall be off loaded to others.			
17.	Average annual turnover of PEB work during the preceding 3 (three) financial years, ending 31st March of the previous financial year should be at least Rs. 30% of estimated cost.			
18.	Evidence of possessing adequate working capital (at least 35% of the value of this work) inclusive of access 2 lines of credit and availability of other financial			

Employer

Contractor

	resources to meet the requirement.			
19.	Evidence of possessing adequate infra structural support with respect to design, construction, manufacture/supply of major equipment inclusive of legally bound back up capital MOU/agreement with other agencies in the respective field of specialization as joint venture partners.			
20.	Details of IT clearance certificate or 3 years. I.T returns or audited balance sheets certified by authorized chartered accountant for last 3 years along with PAN number.			
21.	Details of registration of firm in other Government organization of state/ central or any reputed MNC /private limited firms if any.			
22.	PAN number			
23.	GST registration number			
24	Details of Technical Engineers involved in the said project. Minimum 10 years for design and site engineers			
25	PRE-CONTRACT INTEGRITY PACT			

Declaration by contractor

1. I have seen the site and understood the full scope of work.
2. I agree to return all the documents along with this offer.
3. Any information provided in the bid if found to be false, MIDHANI is empowered to take action against me as per the MIDHANI rules in VOGUE.

CONTRACTOR
SIGNATURE AND SEAL

Employer

Contractor