

 : 0761 - 2667805,2702204,2702208

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MP POWER TRANSMISSION CO. LTD.



TENDER SPECIFICATION NO.

TS- /20_____

FOR

Sr.No. : _____

Issued to : _____

: _____

Cost of Tender document : _____

Received vide BC./DD No.: _____

Name of Bank : _____

Due date of opening : _____

Signature & Seal of issuing officer.

Office of the
CHIEF ENGINEER(T&C)
MP Power Transmission Co.Ltd.Jabalpur

IMPORTANT NOTES

1. **Tenders submitted with condition(s) will be summarily rejected.**
2. The tenderer shall have to clearly superscribe on the envelope containing the tender document that **"No condition has been quoted in the tender"**, failing which the tender will not be opened.
3. The rates shall be percentage below/above/at par the base rates/the SOR of Public Works Department(For Building works), Govt. of Madhya Pradesh, in force from 15.06.2009 with its amendment upto date of opening of tenders, in case the tenders are invited in Form "A" i.e. percentage rate tenders.
4. IN CASE THE TENDERS ARE INVITED IN FORM 'A i.e. PERCENTAGE RATE TENDERS IF BASE RATE FOR ALL THE NON -SOR ITEMS HAVE BEEN INDICATED IN BILL OF QUANTITIES, NO SEPARATE RATE SHOULD BE QUOTED FOR NON-SOR/SOR ITEMS. ONLY ONE RATE COMMON FOR ALL SOR ITEMS AND ALL NON- SOR ITEMS MUST BE QUOTED. IN CASE DIFFERENT RATES ARE QUOTED FOR ITEMS OF BILL OF QUANTITIES THE TENDER SHALL BE SUMMARILY REJECTED.
5. Any item not included in the Bill of Quantities, however, available in SOR of Public Works Department(For Building works), Govt. of M.P., in force from 15.06.2009, may be got executed if circumstances so arise at the quoted percentage rate of the Contractor at the time of opening of tender.
6. Water for construction, if available in adequate quantity near the works site, could be utilised by the contractor for its bonafide use in the works on payment of charges @ Rs. 5/-(Rupees Five) per 1000 liters without any obligation in this regard on the part of MPPTCL. The transport of water from the water source shall be at the cost and risk of the contractor and for which no payment/ reimbursement shall be made. In case of shortage of water supply at any stage of construction, MPPTCL will not be liable to pay any compensation and contractor in that case will make his own arrangement for water supply for the works.
7. Date & time of opening of tender documents shall be as per NIT enclosed with this document.
8. All disputes arising out of this contract agreement/purchase orders etc. shall be determined by a competent court at Jabalpur only.
9. The provisions of the third ordinance 1996 for the building and other construction workers (Regulation & Employment and condition of service) alongwith provisions of the building and other construction workers welfare Cess rules 1998, shall also be applicable and binding on the contractor.
10. While deciding award of contract against this tender, apart from the prices quoted and compliance to terms and conditions of the tender specifications, purchaser will also take into account such factors as performance against earlier contracts in terms of quality of work done and adherence to prescribed time schedules. Offers of such contractors who have poor track record of performance in earlier contracts are liable to be rejected.
11. Under no circumstances the tender once submitted shall be returned to the contractor, also no separate offer of condition/discount from the contractor would be entertained.

Signature of Tenderer

7. Tenderers are required to deposit the Earnest Money specified in clause-1 above in any of the following forms only. CASH / TDR / FDR & Cheques will not be accepted.

(i) Pay orders, Demand Drafts, Bankers Cheque or Bank Guarantee .

The above deposit shall be drawn in favour of R.A.O. MPPTCL, Jabalpur /R.A.O., MPPTCL.,

(ii) No interest shall be allowed on the Earnest Money deposit. Earnest Money shall be furnished in a separate sealed envelope, duly superscribing on it the name of work, due date of opening of tender and the manner in which it is furnished.

The Earnest Money will be refunded to the unsuccessful tenderers within a reasonable time. The Earnest Money deposited by the successful tenderer shall be retained towards the Security Deposit for the due fulfillment of the contract, but shall be forfeited if the contractor fails to execute the agreement or start the work within such time as may be determined by the Executive Director (T&C)/Chief Engineer(T&C)/Superintending Engineer(T&C)/Addl. Superintending Engineer(T&C)/Executive Engineer(T&C), after intimation of the acceptance of his tender. This forfeiture shall be without any prejudice to the right of the Company to recover further damage, if any, from the tenderer. However, following are exempted from payment of Earnest Money.

S.S.I.Units of M.P./Ancillary Units of M.P.S.E.B. /MPPTCL/other successor companies of MPSEB for the items these units are registered.

(ii) "Fully owned State Government Unit"(will qualify for this exemption only if 100% shares are hold by the State Govt. concerned for which documentary evidence must be available)/ and Central Govt. manufacturing units.

(ii) S.S.I. Units registered with N.S.I.C. Further, the rate of Earnest Money and mode of deposit shall be as follows:

(i) The Earnest Money Deposit in respect of the tender for procurement/work contracts shall be @2% of the value of contract.

(ii) For the work valuing less than One Crore, the Earnest Money shall be submitted in the form of DD /Bankers cheque / Pay orders payable in favour of RAO MPPTCLor through a bank guarantee of schedule bank, pledged in favour of MPPTCL and valid for minimum one year. Earnest money in any other form will not be acceptable and may liable to reject the tender. The earnest money for the work valuing more than one crore, must be deposited in the form of Bank Guarantee only.

(iii) The Bank Guarantee should be furnished as per the proforma at page No. 42 of Section "1" of Tender Document. In case the Bank Guarantee is not found as per the prescribed proforma, it will not be accepted and the bid shall be disqualified.

8 Within 10 days of intimation being given to him of the acceptance of the tender, the successful tenderer shall make a further deposit in the same form as mentioned in clause 7 above with the Regional Accounts Officer, MPPTCL..... as will with the Earnest Money deposited with the tender, amount to 2 percent or such higher percentage, as may be determined by theEngineer(T&C), of the value of the contract and execute an agreement on the prescribed form duly stamped for the due and proper fulfillment of the contract. The cost of stamp paper including cost of revenue stamps shall be borne by the contractor. The contractor shall also permit the Company at the time of making any payment to him for work done under the contract, to deduct such amount from each of the bill for work done until such time that such deduction together with the security deposit already furnished, if any, amount to such percentage of the value of the accepted tender or the value to which the contract may be subsequently estimated to whichever is higher. This amount will be retained as the security for the due and proper fulfillment of the contract.

Signature of Tenderer

6.

17. The contractor shall pay not less than the minimum wages to labours engaged by him on the work.
18. The Engineer-in-charge reserves the right to take up departmental work or to award any work contract in the vicinity without prejudice to the terms of this contract.
19. It shall not be obligatory for the Company or its officers to accept the lowest tender. authority for the acceptance of the tender will rest with the Company which neither binds itself accept the lowest or any other tender nor does it undertake to assign any reasons for declining consider any particular tender or tenders.
20. Canvassing or support in any form for the acceptance of a tender is strictly prohibited. A list showing the names of the persons who are working with the contractor and are near relatives to any gazetted officer in the MPPTCL should also appended with the tender.
21. The tenderers shall furnish full details of their previous experience with details of works complete by them so far and work in hand at present with them in the prescribed form included in the tender(vide Annexure-'C') without which tenders will not be considered.
22. Tender shall remain open for acceptance subject to the provisions of clause 19 above for a period of three months from the date on which they are due for submission in accordance with clause-4 above or any other extended date for their receipt or any other extended period consented upon by the tenderer and during this period no tenderer shall be allowed to withdraw his tender. Any such withdrawal during in said period will entail forfeiture of Earnest Money deposited with the tender.
23. Further information, if any, required, can be had from the..... Engineer (T&C) M.P. Power Transmission Co. Ltd., but it must be clearly understood that the tender must be received in order by the due date and time and according to the instructions.
24. The tenderer should submit along with the tender, the certificate issued by the Income Tax Officer in original or an authorised copy thereof, or if, he has no taxable income, a sworn affidavit duly countersigned by the Income Tax Officer to that effect (Annexure 'B').
25. Following documents should be oppended with the tender—Copy of EPF registration , Copy of PAN , Copy of Service tax registration , Work completion certificate issued by Class –I officer , Certificate issued by a Chartered Accountant regarding Turn over , Net worth & Working Capital for last three years only for works having EMD above Rs.- 20000/- and Documentary evidence regarding qualification & experience of the Civil engineer.
26. All royalties be paid by the contractors as also all tolls, duties, local and other levies including Sales Tax, Insurance and Workman's Compensation Act. etc.
27. THIS NOTICE OF TENDER SHALL form part of the contract and any breach of the terms of I notice shall be breach of the contract.

Signature of Tenderer

Dated

Address

MP POWER TRANS. CO. LTD

Signature of Tenderer

5. Rules for firm

If the tender is submitted by any proprietary concern, it shall be signed by the proprietor only. In case of a Registered Company, the seal of the company shall be affixed over the signatures of one or more Directors as may be provided in the Articles of Association along with a true copy of the Memorandum of Association and Articles of Association. In case of any Partnership, true copy of Deed of Partnership shall be furnished along with the tender and the tender shall be signed by all the partners unless otherwise authorised by the deed of partnership in which case, necessary Power of Attorney shall be furnished.

Full name and address of the signatory shall be mentioned in all cases. **NOTE -**
The above shall also apply to para 8 herein.

6 Any person who submits a tender shall fill up the usual printed form stating at what rate he is willing to undertake the work. Tenders, which propose any alteration in the work specified in the said form of invitation to Tender or in the time allowed for carrying out the work or which contains any other condition of any sort will be liable for rejection. Tenderer offering a percentage deduction from or increase on the estimated amount, and those not submitted in proper form or in due time, will be rejected.

7. Mode of Security Deposit

The security deposit shall be made in form of A/c Payee Crossed Demand Drafts/Pay Orders issued by any Nationalised Bank & drawn in the name of R.A.O., MPPTCL No interest will be allowed on above deposits. On acceptance of the tender, the successful tenderer within the time specified in the letter of intent must deposit the required amount towards security deposit in one of the forms stated above, the total amount of security deposit shall be as follows-

| SI. No. | Paticular | Initial S.D. | Deduction towards S.D. From running bill |
|---------|---|--------------|--|
| i. | For works costing upto Rs. 50 lacs: | • 2% | 8% |
| ii. | For works costing more than Rs. 50 lacs and upto Rs. 1 crores : | 2% | To be.dudedcted proportionately in such a manner that total S.D. (including initial S.D.) will be Rs. 5.00 lacs. |
| iii. | For works costing more than Rs. 1 Crore | 2% | 3% |

8. Execution of agreement

The tenderer, whose tender is accepted shall be required to present himself or his duly authorised representative in person at the office of Executive Director (T&C)/ Chief Engineer (T&C)/Superintending Engineer.(T&C)/Addl. Superintending Engineer (T&C)/Executive Engineer(T&C), after notice that the contract has been awarded to him, to execute on the proper form duly stamped for due and proper fulfilment of the contract. The cost of the stamp paper and revenue stamp shall be borne by the contractor. Not less than two copies of the contract documents shall be signed by the contractor or his authorised representative. One copy of the agreement will be given to the contractor.

Signature of Tenderer

17. Care in submission of tender

Before submitting a tender, the tenderer will be deemed to have satisfied himself by actual inspection of the site and locality of the work that all conditions liable to be encountered during the execution of the work are taken into account and that rates he enters in the tender form are adequate and all inclusive to accord with the provision of the general & special conditions of contract for the completion of the works to the satisfaction of the Engineer-in-charge.

18. Omissions and Discrepancies

Should a tenderer find discrepancies in or omissions from the drawings or any of the tender forms or should he be in doubt as to their meaning, he should at once notify the authority inviting tenders, who may send written clarification to all tenderers. Every endeavour has been made to avoid any error which can materially affect the basis of the tender, but if any error is subsequently discovered, the tenderer shall make no subsequent claim on account thereof.

19. Visit to site etc

The submission of a tender by a tenderer implies that he has read and accepted these instructions, the conditions of the contract etc. and has made himself aware of the scope and specifications of the work to be done and of the conditions, and rates at which stores, tools and plants etc. will be issued to him and local conditions, and availability of materials of required quality and quantity and other factors bearing on the execution of the work. The Company will not after acceptance of contract, pay extra charge for any reason whatsoever in case the contractor is found later on to have misjudged the actual conditions at site of work or the availability of materials etc. for work.

20. Transport of materials

The contractor must arrange for all transport of materials and include all such cost in the rates quoted by him for finished work. The Contractor shall make his own arrangement for the supply of wagons, if required by him, for the transport of his material at his own expenses.

21. Royalties and other taxes

All taxes and royalties as on the date of opening of tender, would be deemed to have been included in the quoted price. Any statutory increases in the rates of excise duty, royalties, taxes & other levies after the award of this contract shall be reimbursable to the contractor on production of documentary proof of payment of the same to the concerning authorities.

22. Service Tax

The services tax provision contained in the GOI notification no.- 15 / 2013 / ST dt.- 17.03.2012 and relevant circular of MPPTCL for RCM shall be applicable. The company reserves the right to ignore such offers having inadequate financial capacity / experience or large unexecuted past contracts or where unjustified and substantial delay occurred in execution of post contracts .

23. Subletting of contract

The contract in full or any part thereof shall not be assigned or sublet without the written permission of the Company (Or its nominee). In case such a permission is granted, however, it shall be borne in mind that the Company shall under no circumstance recognize the sub-contractors and the responsibility of executing the work according to the specifications and within the stipulated time shall entirely rest with the principal contractor.

24. Memorandum of work and list of materials

The memorandum of work to be tendered for and the schedule of materials to be supplied by the Company and their issue rates are filled in and completed in the office of the.....Engineer (T & C)/Executive Engineer (T & C) before the tender form is issued. If a form be issued to any intending tenderer without having been so filled in and completed he shall request the office to have this done before he completes and delivers his tender.

25. Receipts for payment made to contractors

Receipts for payment made on account of work when executed must be signed by the Contractor or by some person legally authorised to give effectual receipts for the contractors.

26. Protection of public and workmen

It shall be the sole responsibility of the Contractor to protect the public and his employees and workmen against accident from any cause and he shall indemnify the Company from any claims for damages or injury to a person or property resulting from such accident.

Signature of Tenderer

FORM - A TENDER FOR WORKS

In Figures as well
words.

as in

I / We hereby tender for the execution for the MP Power Transmission Co. work specified in the under written memorandum within the time specified in Schedule at par/..... % above/below/at par over the SOR of MPPWD (for building works) in force from 15.06.2009 with up to date amendments and approved base rates in the schedule mentioned in Clause 13(a) of the Notice Inviting Tenders and in accordance and in all respects with the specifications, designs, drawings and instructions in writing referred to above clause here of and in clause of the annexed conditions and with such materials, as are provided for by, and in all other respects in accordance with such conditions so far as applicable.

MEMORANDUM

- (a) General Description AS PER TENDER NOTICE.
- (b) Earnest Money AS PER TENDER NOTICE
- (c) Security Deposit (including Earnest Money) AS PER CLAUSE 7 OF THE CHAPTER-INSTRUCTION TO THE TENDERERS
- (d) Percentage if any, to be deducted from bills.
- (e) Time allowed for the work from date of Written order to Commence. AS PER TENDER NOTICE.

Give particulars and numbers

Should this tender be accepted , I/We hereby agree to abide by and fulfill all the terms and provisions of the said conditions of contract annexed hereto so far as applicable or in default thereof to forfeit and pay to the MP Power Transmission Co. Ltd., or its successors and assigns in office, the sums of money mentioned in the said conditions. The sum of Rs herewith forwarded as per Clause 7, as earnest money the full value of which is to be absolutely forfeited by the said Company or its successors and assigns in office without prejudice to any other right or remedies of the said Company or its successors and assigns in office. Should I/We fail to commence the work specified in the above memorandum (a) should I/We not deposit the full amount of security deposit specified in the above memorandum in accordance with Clause 1 of the said conditions of contract otherwise the said sum shall be retained by the Board/Company as on account of such security deposit as aforesaid, or (b) the full value of which shall be retained by the Company on account of the security deposit specified in Clause-1 of the said condition of contract.

- (a) Number of _____ Nos./Nil.
- (b) Number of Enclosures, if any _____ Nos./Nil.

Date •

Day of 20

Signature of Tenderer

GENERAL CONDITIONS OF CONTRACT

Clause-1 Security Deposit

The person/persons whose tender may be accepted hereinafter called the contractor (which expression shall, unless excluded by or repugnant to the context, includes his heirs, executors, administrators, representatives and assigns) shall permit the Company at the time of making any payment to him, for work done under the contract, to deduct such amount by way of security deposit as stipulated in Clause 7 of instructions to the tenderers, unless the said sum of security to be taken is fully covered. In the event of such a deduction not being made by the Company wholly or partly at the time of making the payment, the Board/Company shall be free to make such deduction at any time from any amount due and payable to the contractor under this contract. Such deduction shall be held by the Company as Security Deposit. All compensation or other sums of money payable by the Contractor to the Company under the terms of this contract may be deducted from or paid by the sale of the sufficient part of his security deposit or from the interest arising therefrom or from any sums which may be due or may become due to the contractor by the Company 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 ten days thereafter make good in cash or Government Securities endorsed as aforesaid, 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 referred to when paid in cash may at the cost of the depositor, be converted into interest bearing securities provided that the depositor has expressly desired this in writing.

Note : Any sum deposited by the contractor or amount of deductions made under Clause 1 always may, if the contractor so desires, be converted into one of the recognised forms of interest bearing securities to be approved by the Officer sanctioning the contract. Provided the amount to be converted is not below Rs.1000/- (One Thousand) and the period of contract warrants such conversion.

Such Securities should be endorsed to the ED(T&C)/GE(T&C)/SE/Addl. SE/EE(T&C), MP Power Transmission Co. Ltd., in favour of Sr. A.O. /R.A.O., MPPTCL Incidental charge as decided by the Company for such conversion shall be borne by the contractor.

Clause-2(a) Compensation for delay

The time allowed for carrying out the work as entered in the tender shall be strictly observed by the Contractor and shall be reckoned from the date on which the order to commence the work is given to the contractor or from the date of handing over of the site or first set of drawings. The work shall throughout the stipulated period of contract be proceeded with all due diligence (time being deemed to be the essence of the contract on the part of the contractor) and the contractor shall pay as compensation an amount equal to one percent, or such smaller amount as the "Competent Authority" to grant extension of time, decide on the amount of the estimated cost of the whole work as shown by the tender for every day that the work remains uncommenced after the issue of the work order or after the date of handing over of the site, in case there is any delay on the part of the Company in handing over of site or unfinished after the date fixed for the completion of the contract.

(b) Interim progress of work

To ensure good progress during the execution of the work the contractor shall be bound in all cases in which the time allowed for any work exceeds one month to complete one fourth of the work before one fourth of the time allowed under the contract has elapsed, one half of the work before one half of such time has elapsed and three fourth of the work, before three fourth of such time has elapsed. In the event of the contractor failing to comply with this condition, he shall be liable to pay such compensation as may be decided by the SE (T&C)/Engineer-in-charge whose decision in writing shall be final.

Provided always that the entire amount of compensation to be paid under the provision of the aforesaid Clause 2 shall not exceed ten percent of the estimated cost of the work or the work as shown in the tender whichever is higher.

Signature of Tenderer

from the premises (within a time to be specified in such notice) and in the event of the contractor failing to comply with any such requisition, the Engineer-in-charge may remove them at the contractor's expenses or sale 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 expense of any such act shall be final and conclusive against the contractor.

Clause5 Extension of time

If the contractor shall desire an extension of time for completion of the work on the grounds of his having been unavoidably hindered in its execution or on any other ground, he shall apply in writing to the Engineer-in-charge within 30 days of hindrance on account of which he desires such extension as aforesaid and the Engineer-in-charge may in his discretion (which is final) grants such extension for a period not exceeding one month. Grant of further extension of two months shall be subject to the sanction of the Superintending Engineer. Any extension beyond this period shall be subject to the sanction by the competent authority of the Company. Strike by the Contractor's labours, and lock out by the contractor shall not be considered to be unavoidable hindrance for the work.

Clause6 Final Certificate

On completion of the work, the contractor shall be furnished with a certificate by the Engineer-in-charge of such completion but no such certificate shall be given, nor shall the work be considered to be complete until the contractor shall have removed from the premises on which the work shall be executed scaffolding, surplus materials and rubbish and cleaned off the dirt from all wood works, doors, windows, walls, floors or other parts of any building, in open, or about which the work is to be executed or of which he may have had possession for the purpose of the execution thereof not until the work shall have been measured by the Engineer-in-charge whose measurement shall be binding and conclusive against the contractor. If the contractor fails to comply with the requirements of this clause as to removal of scaffolding, surplus materials, rubbish and cleaning off dirt on or before the date fixed for the completion of the work, the Engineer-in-charge may at the expense of the contractor, remove such scaffolding, surplus material, rubbish and dispose off the same as he thinks fit and clean off such dirt as aforesaid and the contractor shall forthwith pay the amount of all expenses so incurred together with departmental charges as may be fixed by the Company from time to time and shall have no claim in respect of any scaffolding or surplus materials as aforesaid except for any sum actually realized by the sale thereof.

Clause7 Payment on Intermediate Certificate to be regarded as advances

No payment shall ordinarily be made for works estimated to cost less than rupees one thousand until after the whole of the work shall have been completed and certificate of completion given, but if intermediate payment during the course of the execution of works is considered desirable in the *interest* of work, the contractor may be paid at the discretion of Engineer-in-charge. The payment of **RA** bills shall generally be made on completion of 30 days on receipt of Invoice complete in all respect, by concerned E.E. (T&C) Division, approved and passed by the Engineer-in-charge whose certificate of such approval and passing of sum so payable shall be final and conclusive against the contractor. The Company shall not be liable for any interest due to delay in payment of bills to contractor. But all such intermediate payments shall be regarded as payments by way of advance against the final payment only and not as payments for work actually done and completed and shall neither preclude the requiring of bad, unsound and imperfect or unskillful work to be removed and taken away and reconstructed or re-erected or be considered as admission of the due performance of the contract, or any part thereof in any respect, or the occurring of any claim or as an expression of satisfaction with the quality work or as determination of the quantity of the work or its rate nor shall it conclude, determine or effect in any way the powers of the Engineer-in-charge under these conditions or any of them as to the final settlement and adjustment of the accounts or otherwise or in any other way vary or effect the contract. The final bill shall be submitted by the contractor within one month of the date fixed for completion of the work otherwise the Engineer-in-charge's certificate of the measurement and of the total amount payable for the work accordingly shall be final and binding on the contractor.

Signature of Tenderer

Own expense to make or cause to be made copies of the specification and of all such design, drawings and instructions as aforesaid.

Clause-12 Alteration in specification and designs

The Company shall have power to make any alteration in, omissions from, additions to or substitutions for the original specifications, drawing, designs and instructions, that may appear to be necessary or advisable during the progress of the work, and the contractor shall be bound to carry out the work in accordance with any instructions which may be given to him in writing signed by the Engineer-in-charge and such alterations, omissions, additions or substitution shall not invalidate the contract and any altered, additional or substituted work which the contractor may be directed to do in the manner above specified as part of the work shall be carried out by the contractor on the same conditions in all respects on which he agreed to do the main work and at the same rates as are specified in the tender for the main work. The time for the completion of the work shall be extended in proportion that the altered, additional or substituted work bears to the original contract work, and the certificate of the Engineer-in-charge shall be conclusive as to such proportion. And if the altered, additional or substituted work includes any class of work for which no rate is specified in this contract such class of work shall under no circumstances be commenced by the contractor or without an order in writing by the Engineer-in-charge and the rate for such work shall be derived before commencing the work in the following manner in that order of preference:-

- (a) Wherever possible the rates shall be derived from one or more of the existing items in the Unified Schedule of Rates applicable.
- (b) Otherwise, the rate will be derived on the basis of a joint record of materials and labour employed on a representative sample piece of work signed by the Engineer-in-charge on behalf of the Company and the contractor or his authorised representative. In this case, an addition of 15% will be made to actual cost of labour and materials to cover the profit, overheads, supervision and all other contingent expenses of the contractor. In the event of any dispute regarding the fixation of such rate, the decision of the Board/Company shall be final.

Clause-13 No claim for any payment or compensation for alteration in or restriction of work

If at any time after the execution of the contract agreement, the Engineer-in-charge shall, for any reasons whatsoever, requires the whole or any part of the work as specified in the tender to be stopped for any period or shall not require the whole or part of the work to be carried out at all he shall give notice in writing of the fact to the contractor who shall there upon suspend or stop the work totally or partially as the case may be. In any such case the contractor shall have no claim for any payment or compensation whatsoever on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not so derive in consequence of the full amount of the work not having been carried out or on account of any loss that he may be put to on account of materials purchased or agreed to be purchased or for unemployment of labour recruited by him. He shall not also have any claim for compensation by reasons of any alterations having been made in the original specifications, drawings, designs and instructions which may involve any curtailment of the work as originally contemplated, where, however, materials have already been purchased by the contractor before receipt by him of the said notice, the contractor may be paid for such materials at the market rates or at the actual purchase price of the said material whichever is less, provided they are not in excess of requirements and are of approved quality.

Clause-14 Time limit for claim of the contractors

Under no circumstances whatsoever shall the contractor be entitled to make any claim from the Company on any account whatsoever unless the contractor shall have submitted a claim in writing to the Engineer-in-charge within one month of the cause of such claim occurring. In the event of the contractor not lodging any claim as aforesaid, he will be deemed to have abandoned such a claim.

Signature of Tenderer

rainy season or one full year respectively after the completion and if any defects are pointed out to him by the Engineer-in-charge during the said period, the same shall be rectified by him at his own expense, or in default, the Engineer-in-charge may get them rectified and deduct the expenses thereof together with such departmental charges as may be fixed by the Company from any sum that may then be due or may become due to contractor or from the security deposit of the contract. If any amount become due on their account after the refund of security deposit and there are no other dues to the contractor from which it can be recovered, the same may be recovered from the contractor as arrears of land revenue.

Clause-17 Notice to be given before work is covered up

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

Clause-18 Contractor to supply plant, ladders, scaffoldings etc

The contractor shall supply at his own cost materials(except such materials, if any, as may in accordance with the contract be supplied from the Engineer-in-charge's stores), plants, tools, tackles appliances, implements, derricks and guys, ladders, cordage, tackle, scaffoldings, pumps, mechanically operated concrete mixers and temporary work requisite for the proper execution of the work whether original, altered, substituted in the specification or other documents forming part of the contract or referred to in these conditions or not, or which may be necessary for the purpose of satisfying or complying with the requirements of the Engineer-in charge as to any matter as to which under these conditions he is entitled to be satisfied or which he is entitled or require together with carriage thereof to and from the work.

The department will not assist in procuring of the tools, plants, equipments etc. from any source whatsoever. Such items of plant and machinery as are available with the Company may be made available at the discretion of the Board/Company but the contractor will have to execute a separate agreement for the hire of plant and machinery. The contractor shall also supply, if so required by the Engineer-in-charge in writing, without charge, requisite numbers of persons with the means and materials necessary for the purpose of setting out works and counting, weighing and assisting in the measurement or examination at any time and from time to time of work or materials, failing which, the same may be provided by the Engineer-in charge at the expenses of the contractor and the expenses may be deducted from any money due to the contractor under the contract, or from his security deposit or the proceeds of sale thereof, or of a sufficient portion thereof. The contractor shall also provide at his own cost all necessary fencing and lights required to protect the public from accident and shall be bound to bear expenses of defence of every suit, action or proceedings of law that may be brought by any person against the Company or its officers 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 person, or which may with the consent of the contractor be paid to compromise any claim by any such person.

Clause- 19 Works to be open to inspection

All works under or in course of execution or executed in pursuance of the contract, shall be at all time be open to inspection and supervision of the Engineer-in charge and his sub-ordinates, and the contractor shall at all times during the usual working hours and all other times at which notice of the intention of the Engineer-in charge or his sub-ordinate to visit the works shall have been given to the contractor, either, himself be present to receive orders and instructions, or make a responsible agent duly accredited in writing be present for the purpose. Order given to the contractor's agent shall be considered to have the same force as if they have given to the contractor himself.

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statement may amount to breach of contract. The decision of Engineer-in-charge shall be final in determining whether a breach has taken place.

(C) In respect of all labourers directly or indirectly employed in the works for the performance of the contractors part of this agreement, the contractor shall comply with or cause to be complied with all the rules framed by the Government from time to time for the protection of health and sanitary arrangement for workers employed by the Public Works Department and its contractors.

Clause .23

The contract shall not be assigned/sublet without the written approval of the Company.

And if contractor shall assign or sublet his contract or attempt to do so or become insolvent or commence any insolvency proceeding or make any composition with his creditors or attempts to do so or if any bribe, gratuity, gift, loan, perquisite, reward or advantage, pecuniary or otherwise, shall either directly or indirectly, be given, promised, or offered by the contractor or any of his servants or agents to any public officer or person in the employment of the Company in any way relating to his office or employment or if any such officer or person shall become in any way directly or indirectly interested in the contract, the Company may there upon by notice in writing rescind the contract and the security deposit of the contractor shall thereupon stand forfeited and be absolutely at the disposal of Company and the same consequence shall ensue as if the contract has been rescinded under Clause-3 hereof and in addition the contractor shall not be entitled to recover or paid for any work there to fore actually performed under the contract.

Clause - 24 Sum payable by way of compensation to be considered as reasonable compensation without reference to actual loss

All sums payable by way of compensation under any of these condition shall be considered as reasonable compensation to be applied to the Board/Company without reference to the actual loss or damage sustained and whether or not any damage shall have been sustained.

Clause .25 Changes in the constitution of the firm

In the case of a tender by partners, any change in the Constitution of the Firm shall be forth with notified by the Contractor to the Engineer-in-charge for his information.

Clause - 26 Works to be under the direction of Engineer-in-Charge/Superintending Engineer

All works to be executed under the contract shall be executed under the direction and subject to the ,approval in all respects of the Engineer-in-charge/Superintending Engineer of the Division/Circle who shall be entitled to direc at what point or point and in what manner they are to be commenced and from time o time carried on.

Clause .27 Settlement of disputes and arbitration

All questions relating to the meaning of the specifications, designs, drawings and instructions issued under this contract or as to the quality of workmanship or materials used on the work or as to any other questions, claim, right, matters or things whatsoever in any way arising out of or relating to the contract design, drawings, specifications, estimates, instructions, order or the conditions or otherwise concerning the work or the execution or failure to execute the same whether arising during the execution of the work or after the completion or abandonment thereof shall be referred to the Superintending Engineer(T&C) in writing for his decision within a period of 30 days of such occurrence. Thereupon the Superintending Engineer (T&C) shall give his written instruction and/or decision within a period of 30 days of such request.

Upon receipt of written instructions or decision, the contractor shall promptly proceed without delay to comply such instructions or decision. If the SE (T&C) fails to give his instructions or decision in writing within a period of 30 days after being requested or if the contractor is aggrieved against the decision of the SE (T&C I), the contractor may within 30 days thereafter appeal to the Addl. Chief Engineer(T&C) who shall afford an opportunity to the Contractor to be heard and to offer evidence in

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SCHEDULE-B SUPPLY OF CEMENT AND STEEL

Schedule of materials to be supplied by the Board/Company for work contract to be executed.

| | Particulars | Units | Rate at which the Materials will be issued to the contractor (Rs.) |
|---|-------------------------------------|-------|---|
| 1 | Cement in non- returnable bags | Tonne | |
| 2 | Reinforcement Steel | | The contractor will have to procure Cement and Steel required for the work. All the charges towards testing of such material as and when required shall be borne by the |
| | i MS Plain bars | Tonne | |
| | ii Cold twisted ribbed (HYSD) bars. | Tonne | |
| 3 | Structural Steel | Tonne | |

NOTE:

(a) The above materials will be issued from the Board's/Company's store at site. In case there are more than one store at the site, the issue will be made from the store nearest to the site of work where the materials intended to be issued for the work under contract is stored at the time of issue.

(b) The materials will have to be transported to site of work by the contractor at their own cost. No handling or transportation charges shall be paid on this account.

(c) If any material in the opinion of the Engineer-in-charge remains un-utilised for a period beyond one month, the contractor may have to pay interest charge as 1% of the departmental stores issue rate of the material for the period in question per month on the value of un-utilised stores.

(d) Steel shall be issued in random sizes and length or in coils as available with the Company.

(e) The materials issued from departmental stores under this schedule shall be fully accounted for as required under Clause 14 of special conditions of contract. In accounting for the store materials issued to the contractor, allowances as indicated below against each item will be made to cover all wastages and losses that may be incurred in the process of the handling, conversion and also for use in enabling works incidental to the main work.

I. Cement

2 (two) percent allowance will be made to cover wastage etc.

II. Structural Steel

5% allowances will be made for wastage. For accounting purposes, invisible wastage at 1% only shall be permissible.

III. M.S. Reinforcements/Tor Steel

3 (Three) percent allowance will be made for wastage. However all scrap shall be properly accounted for and no scrap or cut pieces shall be removed from site or otherwise disposed off without prior inspection and permission in writing by the Engineer-in-charge.

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SPECIAL CONDITIONS OF CONTRACT

1. General

These special conditions of contract supplement the instructions to Tenderers and the General Conditions of Contract and shall be considered as part of the contract documents. Where the provisions of these Special conditions are at variance with the General Conditions of contract, these conditions shall prevail. The work will be carried out strictly in accordance with the Indian Standard Codes of practice. The aforesaid specifications should however, be read in conjunction with the specifications annexed to the tender and in the event of any contradiction between the provision of such specifications, the specifications annexed to the tender shall prevail. In case there is no provision in Indian Standard Codes of practice, the work shall be carried out in accordance with such codes of practice as may be decided by the Engineer-in-charge. In the absence of any specifications in any of the above codes, the specifications as decided by the S.E. (T&C) shall be applicable. The specifications are not intended to cover the minutest detail and the work shall be executed according to the spirit of specifications and the best prevailing engineering practice.

2. Drawings and specifications

The drawings show the work to be done, as definitely and in such detail as is possible at the present stage of development of the design. The attached drawings will *be* supplemented or superseded by such additional and detailed drawings, as may be necessary or desired as the work proceeds. Such additional general and detailed drawings will show dimensions and details necessary or desired as the work proceeds. Such additional general and detailed drawings will show dimensions and details necessary for construction purposes more completely than are shown on the attached drawings for all features of the work. The contractor shall be required to perform the work on these features and in accordance with the additional general and detailed drawings mentioned above at the applicable unit prices tendered in the Schedule for such work of similar nature, as determined by the Engineer-in-charge.

The contractor shall check all drawings carefully and advise the Engineer-in-charge, of any error or omissions discovered. The contractor shall not take advantage of errors or omissions in these drawings.

The drawings and specification are to be considered as complimentary to each other and should anything appear in one that the other does not have, no advantage shall be taken of such omission. Should any discrepancies, however, appear or should any misunderstanding arise as to the meaning and interpretation of said specifications or drawings or as to the dimension or the quality of materials or the proper execution of the work or as to the measurement or quality and valuation of the works *executed* under this contract as extra there upon the same shall be brought to the notice of the Engineer-in-charge before the work is carried out and clarifications in writing is obtained from the Engineer-in-charge.

Figured dimensions and drawings shall supersede measurements by scale and drawing to a large scale shall take precedence over those on a small scale. Special directions incorporated on the drawings shall be complied with strictly.

One copy of drawings and contract documents shall be kept at all times at the site of the work by the contractor.

3. Data to be furnished by the Contractor The contractor shall submit the following to the Engineer-in-charge.

- (a) Proposed construction programmes and time schedule showing sequence of operations within two weeks of receipt of notice to proceed with the work in pursuance of the conditions of contract.
- (b) Approximate monthly requirements of cement and M.S./ HYSD reinforcement bars for the entire construction period within 4 weeks of the date of receipt of the notice to proceed with the work in pursuance of the conditions of contract.

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far as the same may be applicable and where the rates are not contained in the said schedule or are not applicable, they shall be settled by the Engineer-in-charge as stipulated in clause 13 of General conditions of contract.

In any case in which the contractor has received instructions from the Engineer-in-charge as to carrying out the work which either then or later will in the opinion of the contractor involve a claim for additional payments, the contractor shall within 30 days of the receipt of the aforesaid instructions advise the Engineer-in-charge to that effect in writing.

7. Housing accommodation and water supply

The contractor shall make his own arrangement for the housing of his staff and labour and also for the supply of water for construction **and** domestic use.

The contractor shall also have to provide for sufficient latrines for the use of his works people, male and female, to keep the same clean and disinfected at all times during the period of work and to remove the same and disinfect the ground and make good all damage on the completion of the work. In regard to hutted accommodation for his workmen latrines etc. the contractor should comply with the local regulations and the **MP** Model Rules relating to lay-out, water supply and sanitation in labour camps(Annexure-A). To enable the contractor to erect a colony for housing labour and his staff and for storing materials the contractor will be allowed the use of such portion of land at site as considered sufficient for that purpose by the Engineer-in-charge free of rent. The contractor shall keep the said premises clean and in good condition and shall vacate the same immediately after the expiry of the maintenance period. If due to exigencies of work, the contractor is directed by the Engineer-in-charge to vacate the said portion of land and occupy another piece of land the contractor shall immediately vacate the land in his possession as aforesaid and shall not be entitled to claim any amount from the Company on that account. It shall also be ensured by the contractor that when the site is vacated, the land shall be returned to the Board/ Company in the same conditions as it was handed over to him.

8. Electrical Energy

Electrical energy may be supplied if available on getting request from the contractor for construction purpose (including lighting and power) at tariff in force from time to time under the separate agreement. The Company will not be responsible for the inconvenience caused due to failure of electrical energy and or power supply and no compensation for delay in works on this account can be claimed by the contractor. In case the contractor fail to pay the charges due from him for supply of electrical energy in time, the Company shall recover the same from any due payable to the contractor along with such surcharges and departmental charges as may be fixed by the Company from time to time.

9. Working hours

The hours of work for the labour employed by the contractor shall conform to the hours fixed by the administration. The daily and weekly hours of work and over time will be regulated in accordance with the provision of the Minimum Wages Act.1948 or any other similar law in force as amended up to date.

10. Execution of works

The work shall be carried out to the entire satisfaction of Engineer-in-charge. The contractor shall be responsible for the correctness of the position, alignment of the works and dimensions of the works according to the drawing notwithstanding that he may have been assisted by the representatives of Engineer-in-charge in setting out the same.

11. Setting out Work

The contractor shall at his own expense provide all pegs, nails, strings and such other materials necessary for setting out and shall at all time provide for skilled work in accordance with the drawings and specifications to correct lines and levels. The contractor shall be responsible for setting out the work and get it approved before the work is actually commenced. The contractor shall not be entitled for any separate payment on this account.

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materials are not used in works or not returned to department in good condition to the satisfaction of the Engineer-in-charge.

The Company will not be responsible for any delay in supply of departmentally supplied material such as structural steel sections reinforcement bars and cement as mentioned in Schedule —B. The delay due to late supply will, however be given due consideration in granting extension of time for the completion of the work, if found necessary. No compensation or claim or damages for idle time will be entertainable on this score.

If the contractor request the Engineer-in-charge for issue of such materials as are available in the stores of the Engineer-in-charge, the contractor may be supplied these materials from the stores provided these are required for direct use in this work. The contractor shall pay for such materials and stores issued to him at the book value or the current market value (inclusive of incidentals in both cases) whichever is higher plus 24% supervision charges on the cost of the materials. Other materials which may be available in the stores, may be issued on hire if the Engineer-in-charge consider it necessary in the interest of work, but for such materials, hire charge shall be recovered at 2% per month of the book value inclusive of incidental charges and supervision charge @ 24% and the contractor shall be responsible to return the materials in the original condition in which they were issued.

All materials required for the work other than those that are specifically mentioned in the said Schedule **B** shall be supplied by the contractor at his own cost. Recommendations to authorities wherever required may be made by the departments but the responsibility for the supply of the materials shall be of the contractor and no excuse on this account for delay in the work shall be accepted.

All unused materials, either supplied directly by the Company or obtained by recommendation of the Board/Company which in the opinion of the Engineer-in-charge are likely to be useful to the Company shall be returned in good condition at the original cost paid for if so decided by the Company.

15. Materials brought on the site

All materials, tools and tackles brought to and delivered upon the site for the purpose of the work by the contractor shall, from time to time of their being so brought, be deemed to be in the possession of the Company as if attached to the land on which they are brought and may be used for the purpose of the works but for that purpose only and shall not on any account be removed or taken away by the Contractor or any other person without the express permission in writing of the Engineer-in-charge but the contractor shall nevertheless be solely responsible for any loss or destruction thereof or damage thereto. The Company shall have a lien on such materials tools **and tackles for any sum or sums** which may at any time prior to the completion of the works be due or owing to **Company by** the contractor under, in respect of or by reason of the contract and shall **be at liberty to sale and dispose** off on giving notice to the contractor any of such materials, tools and tackles remaining after the completion of the works in such manner as **he shall think fit, and to apply proceeds in** or towards the satisfaction of such sums or sum so due or owing as aforesaid but subject to such lien and power of sale and disposal.

16. Rejected materials

It shall be absolutely essential on the part of the contractor to have on the site of work only such of the materials as have been duly passed by Engineer-in-charge. Such of the materials which have been rejected shall on no account be allowed to remain on site and if they are not removed even inspite of a written order to remove the rejected materials out of site within a specified period as directed by the Engineer-in-charge, the latter shall have the full right either to remove the rejected materials or to destroy them and recover the cost thereof together with such departmental charges as may be fixed by the Company from time to time.

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The amount of all costs, damages or expenses or other sums which under this or any other contract shall be payable by the contractor to the Company may be deducted by the Company from any money due or becoming due by it to the contractor under the same or any other contract, without prejudice to the Company's right to recover the same by ordinary process of law.

19. Damage to works

The work whether fully completed or incomplete, all the materials, machinery, tools, plant temporary buildings and other things connected there with shall remain at the risk and in the sole charge of the contractor until the completed work has been delivered to the Engineer-in-charge and till completion certificate has been obtained from the Engineer-in-charge. Until such delivery of the completed work, the contractor shall at his own cost take all precaution necessary to keep all the aforesaid works, materials, machinery, plants, temporary buildings and other things connected therewith free from any loss or damage and in the event of the same or any part there of being lost or damage he shall forthwith reinstate and make good such loss or damage at his own cost.

20. Use of excavated materials

The contractor shall not consume or otherwise, dispose off or remove from site of work, sand, stone, clay, ballast, earth, rock, boulders or any other materials which may be obtained from excavations made for the purpose of this contract. All such materials shall be the property of the Company and shall be disposed off in the manner and place shown in drawings or as directed by the Engineer-in-charge. The contractor may with the permission in writing of and shall when directed by the Engineer-in-charge use any of the same for the purpose of the work, at such rates as may be fixed therefor by the Board/Company. Royalty or other charges or duties as may be levied on such materials by the authorities shall be paid by the contractor and in the event of the same being paid by the Company, it will be recovered from the contractor at such rates as may be fixed therefor by the Company.

21. Use of work pending completion

The Company shall be at liberty at any time to put to beneficial use of the whole or any part of the work, it **may desire to use pending completion and taking over the same. The decision of the Engineer-in-charge shall be final and binding on both the parties as to whether the items** are minor or important and if the Engineer-in-charge 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.**

22. Removal of temporary work, plant and surplus materials

Prior to final acceptance **of the completed work, but accepting as otherwise expressly directed** or permitted in writing, the **contractor shall, at his own expense remove from site and dispose off all** the temporary structure including, building, pole work, crib **work, all plant and surplus material and** all rubbish and debris for which he is responsible to the satisfaction of the Engineer-in-charge.

23. Inspection of tests

The contractor shall furnish promptly **without additional charge all facilities labour** and materials necessary for the safe and convenient inspection and test that may be required by the Engineer-in-charge. All inspection and tests by **the department shall be performed in such manner as not to unnecessarily delay the work. The contractor shall be charged with any additional cost of inspection when material and workmanship are not ready at the time of inspection.**

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28. Scaffolding, working platforms and stairways

The Contractor shall provide suitable scaffolds, working platforms stairways and gangways and shall comply with the following regulations in connection therewith.

- (a) Suitable scaffolds shall be provided for all work that cannot be safely done from a ladder or by other means.
- (b) A scaffold shall not be constructed, taken down or substantially altered except.
 - (i) Under the supervision of a competent and responsible person and,
 - (ii) As far as possible by competent workers possessing adequate experience in this kind of work.
- (c) All scaffolds and appliances connected therewith and all ladders shall:
 - (i) be of sound materials.
 - (ii) be of adequate strength having regard to the load and strain to which they will be subjected and
 - (iii) be maintained in proper condition.
- (d) Scaffolds shall be so constructed that no part thereof can get displaced in consequence of normal use.
- (e) Scaffolds shall not be overloaded and as far as practicable the load shall be evenly distributed.
- (f) Before installing lifting gear on scaffoldings special precaution shall be taken to ensure the strength and stability of the scaffolds and the same shall be periodically inspected by a competent person.
- (g) Before allowing a scaffold to be used by his workmen, the contractor shall, whether the scaffolds have been erected by his workman or not, take steps to ensure that it complies fully with the regulation herein specified.
- (h) Working platforms, gangways and stairways shall;
 - (i) be so constructed that no part thereof can sag unduly or unequally.
 - (ii) be so constructed and maintained, having regard to the prevailing conditions as to reduce as far as practicable risks of persons falling, tipping or slipping and,
 - (iii) be kept free from any unnecessary obstructions.
- (i) In the case of working platforms, gangways, working places and stairways at a height exceeding 16 ft. (4.8m).
 - (i) Every working platform and every gangway shall be closely boarded unless otherwise adequate measures are taken to ensure safety.
 - (ii) Every working platform and gangways shall have adequate width and
 - (iii) Every working platform, gangways, working place and stairways shall be suitably fenced.
- (iv) Every opening in the floor of a building or in a working platform shall, except for the time and to the extent required to allow the access of persons or the transport or shifting of materials, be provided with suitable means to prevent the fall of persons or materials.

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b. During the continuance of this contract, the contractor shall pay all premium and sums of money necessary for keeping this insurance policy on foot and deliver to the Board/Company the receipt of such payment within seven days after the same shall have become due.

In the event of the contractor refusing or neglecting to effect insurance as aforesaid of keeping the same on foot by making payment as aforesaid or to deliver receipt to the Board/ Company, it shall be lawful for the Company to effect the insurance as aforesaid and to pay the premium thereon and deduct the cost of such insurance or the amount of premium so paid from time to time from any sums payable to the contractor under this contract.

c. Provided further that if the contractor or the Company has not effected such insurance, the liability for any loss occurring due to the cause mentioned in Clause "a" above shall be that of the contractor and it shall be lawful for the Company to deduct by way of penalty the whole cost if insurance including the amount of premium that would have been paid from time to time from any sums payable to the contractor under this contract, has such an insurance been effected.

32. Implementation of Employees Provident Fund and Miscellaneous Provision Act 1952

The provisions on Employees Provident Funds and Miscellaneous Provisions Act,1952(with upto date amendments) are applicable in respect of work charged and NMR employees. The following instructions are to be followed for statutory compliance and proper implementation of the EPF Act,

a. The definition of the work Employee includes any person employed directly by the establishment on work charged/NMR or by or through the contractors including daily rated or piece rated employees.

b. Every employee shall have to be enrolled for the Membership of Employees Provident Fund from the date of his joining i.e. deductions towards EPF are to be effected from the 1st day of employment.

c. The contractor shall be responsible for deduction towards EPF contribution from workers.

d. The contractor shall be responsible for payment of wages to each worker employed by him as a contract labour in accordance with the provisions of the law.

e. A representative duly authorised by the principal employer shall be present at the time of disbursement of wages by the contractor and certify the amount paid as wages.

f. The contractor shall ensure the disbursement of wages in the presence of authorised representative of the principal employer.

g. In respect of employees employed by or through a contractor shall recover the contribution payable by such employees and shall pay to the Principal Employer the amount of Member's Contribution so deducted together with an equal amount of contribution and also administrative charges as specified in the E.P.F. Act.

h. In case the contractor fails to make payment of wages or remittance of E.P.F. Contribution in accordance with the provisions of the law, the Principal employer shall be liable to make payment of full wages or the unpaid balance due, as the case may be, to the contract labour employed by the contractor or to the R.P.F. Commissioner authorities and recover the amount so paid from the contractor either by deduction from any amount payable to contractor under any contract or as debt payable by the contractor.

33. In case of tenders where the completion time is exclusive of rainy season, the rainy season shall be counted from 16th June to 15th October.

34. The breach of any terms or any of these special conditions of contract shall be deemed as breach of the contract.

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ANNEXURE

FORM OF CERTIFICATE OF INCOME TAX

(To be submitted by contractor tendering for works costing Rs.50,000/-or more)

① Name and style (of the company, firm, HUF or individual in which the applicant is assessed to income tax and address for purpose of assessment)

(ii) The income tax Circle/Ward/District in which the applicant is assessed to income tax

(iii) The following particulars concerning the last income tax assessment made:-

(a) Reference No. (For GIR) of the assessment

(b) Assessment year and accounting year

(c) Amount of total income assessed

(d) Amount of tax assessed **I.P.S.T.E.P.T.B.P.T.**

(e) Amount of tax paid I.T.S.T.E.P.T.B.P.T.

(f) Balance, being tax not yet paid and reasons for such arrears

(g) Whether any attachment or certificate proceeding pending in respect of the arrears.

(h) Whether the Company or firm, HUF on which the assessment was made has been or is being liquidated, wound up, dissolved, partitioned or being declared insolvent, as the case may be.

(i) The position about latter assessment, namely whether returns submitted under section 22 (1) or (2) of the income tax Act and whether tax under section 18-A of the Act and the amount of tax so paid or in arrears.

(iv) In case there has been no income tax assessment at all in past, whether returns submitted under section 21 (1) or (2) and **18-A (3) and** if so, the amount of income tax return or tax paid and the income tax circle/ward/district concerned..

(v) The name and address of branch (S)

"Verified the particulars set out above and found correct, subject to the following remarks.

Signature of I.T.O.
Circle/Ward/District

PREAMBLE TO PROBABLE ITEMS OF WORK

1. The various items listed at Bill of quantities must be read with the specifications and the tenderer will be deemed to have examined the general condition, drawings, specification and form of tender and contract for himself and to have visited the site and to have acquainted himself with the detailed description of the work to be done and the way in which it is to be carried out as also nature of roads and carts, tracks available for access to site etc.
2. All works described in the enclosed bill of quantities shall be executed in accordance with the drawing and specification for the work and as ordered by the Engineer-in -charge.
3. The itmes included in the probable items of works are only for the purpose of giving a detailed idea of the type of work to be executed under the contact and are given for the convenience of forming a common basis for the tenders. These items of the works shall therefore not be considered as the only items of work to be carried out it being the intention of the contract (except where otherwise specifically stated) that all work mentioned therein shall be carried out by the contractor, or completion of the work, the Engineer-in- charge or his authorized representative shall measure and pay for the various items at the accepted rates. The payment shall be according to the net measurement only as measured on the site (Not withstanding any trade, custom to the contrary) as more fully setforth in the relevant clause of General Conditions and the Specifications.
Any special methods of measurement used are stated hereafter. All other items are measured net in accordance with the drawings, and the allowance has been made for wastage or overlaps or rejected materials.
4. The rates quoted by the contractor shall include supplying all materials and labour necessary for completing the work in the best and most workman like manner and for maintaining the same in accordance with the provision of specification and conditions of contract, for the erection and removal, on completion, of all the necessary scaffolding, for providing all water required for the work including payment of all charges for the same, for all fencing required to enclose the site of work, to prevent trespassing and all other purpose required by the Engineer-in —charge for all mats, cloths etc. to exclude dirt and dust and for all other purposes required by the Engineer-in —charge for carting away all debris and rubbish, for removing paints, stains for cleaning floor, doors, windows etc. for leaving the premises in clean, satisfactory state of completion and for working in conjunction with and attending on all other contractors employed on the building.
5. All materials, articles and workmanship shall be best of their respective kinds for the class of work described in the contract specification and the materials should be obtained from source approved by the Engineer-in —charge.
6. The rates to be quoted by the tenderers are to be the full inclusive of value of the work described under the several items including all costs and expenses which may be required for the construction of the work described, together with all general risks, liabilities and obligations setforth or implied in the documents on which the tender is to be based.
7. When materials are supplied by the Company, the place of supply will usually be specified and no extra payment will be made for conveyance, leads, lift, loading, unloading or stacking unless such is expressly stated in the tender notice.
If the place of supply is not so specified, the tenderer should obtain the information before tendering, otherwise absence of information in regard to place of supply will not entitled the contractor to extra payment.
The rates will deemed to include all T&P required for the purpose and all materials except those expressly mentioned in the schedule B, if to be supplied free of cost by the department.
8. General directions and descriptions of work and materials given in the specifications are not necessarily repeated in the probable items of works. Reference is to be made to the specification for this information.
9The contractor shall work amicably and co-operate with the building, electrical and such other contractors working in the area and shall carry out his work without any disturbance to them.
10. The contractor shall also provide for necessary qualified technical staff, operators, labour, materials, scaffolding, shoring, tools and plant of every kind, quality and description whatsoever necessary for the speedy and efficient execution of the work.

Signature of Tenderer

NOW THEREFORE THIS DEED WITNESSETH AS FOLLOWS:

1. The surety hereby guarantees to the Creditor, the due performance and observance by the Debtor of the terms & conditions of tendering of the said Specification No
This guarantee

shall remain operative for years from and shall
expire on unless its operation is further extended by executing a supplementary deed for that purpose and the surety hereby agrees to extend the period of this guarantee as may be necessary for the discharge of the Debtor's obligation here under.

2. The surety shall not during the terms of this guarantee or any extension, thereof revoke the same in any manner whatsoever.

3. The surety hereby agrees unequivocally and unconditionally to pay within 48 hours on demand made by the Creditor in that behalf and discharge the liabilities of the debtor under the said terms and conditions of the tendering of the said Specification No in case of any act, commission, negligence, default or breach whatsoever on the part of the Debtor and pay such sum, as may be payable by the Debtor to the Creditor under the said specification No. to the extent of the surety's Guarantee viz. Rs. (Rs.) only.

4. The decision of the Creditor that any sum has become payable by the Debtor under the said specification No..... shall be final and binding on the surety.

Signature of Surety

MADHY PRADESH POW TRANSMISSION COMPANY LIMITED
DETAILED NOTICE INVITING TENDERS

1. Sealed percentage/item rate tenders are invited from experienced registered Civil Engineering Contractors of MP State Electricity Board/MP Power Transmission Co. Ltd.,/other successor companies of MPSEB, Govt. / Public undertakings / Reputed Limited Companies who have successfully executed similar works, for the work as per Notice Inviting Tenders.

| | | | |
|-----|---|-----|----------------------|
| (a) | Probable value of the contract | RS. | AS PER TENDER NOTICE |
| (b) | Earnest Money to be deposited with the tender | RS. | -do- |
| (c) | Time allowed for completion from | | -do- |
| (d) | Cost of tender documents | RS. | -do- |

2. Tenders must be submitted in sealed covers, addressed to Executive Director (T&C)/ Chief Engineer (T&C), MP Power Transmission Co. Ltd., Jabalpur /Superintending Engineer(T&C)/Addl. Superintending Engineer (T&C)/ Executive Engineer (T&C), MP Power Transmission Co. Ltd.,with the name of the work, the due date of the tender and name of the tenderer clearly super scribed on the cover.

Unless delivered personally, tender should be submitted by post Acknowledgement Due. If forwarded by post the sealed envelope containing the tender and marked as specified above, shall be enclosed in another envelope properly addressed and shall be forwarded so as to reach not later than 15.00 hours on the date fixed for the return of the tenders. In either of the above cases, the earnest money shall be furnished in a separate sealed envelope, duly super scribing on it the name of work, due date of opening of the tender and the manner in which it is furnished and the name of the tenderer. Postal Charges of Rs.- 150/- Shall be Payable Extra , if required by Post .

3. Tenders should be on the prescribed form obtainable from the office of the Executive Director (T&C)/Chief Engineer(T&C)/Superintending Engineer(T&C)/Addl. Superintending Engineer(T&C)/ Executive Engineer(T&C),MP Power Transmission Co. Ltd., on payment AS PER TENDER NOTICE towards the cost of tender form. Under no circumstances the amount paid for the tender form will be refunded. Tenders not submitted on departmental form will not be considered. Postal charges of Rs.- 150/- Shall be payable extra . if required by post.

4 Tenders duly completed will be received by the Executive Director(T&C)/Chief Engineer (T&C)/Superintending Engineer(T&C)/ Addl. Superintending Engineer(T&C)/Executive Engineer(T&C) upto 15.00 hours on due date AS PER TENDER NOTICE and will be opened on the same day at 15.15 hours in the presence of such tenderers or their representatives as may choose to be present at the time.

5 (a) Tender forms and conditions of contract and other necessary documents will be issued to approved contractors AS PER TENDER NOTICE during office hours on working days.

(b) The drawings for the works and other documents such as specifications, schedule of quantities of various classes of work to be done and the conditions of contract etc. pertaining to the work can be seen by the tenderers and any other informations required be obtained from the office of the Executive Director (T&C)/ Chief Engineer (T&C), MP Power Transmission Co. Ltd., Jabalpur /Superintending Engineer(T&C)/Addl. Superintending Engineer (T&C)/ Executive Engineer (T&C), MP Power Transmission Co. Ltd., during office hours on working days.

No tender forms will be issued nor any information given on the date fixed for the return of the tenders. **6.**
Not more than one tender shall be submitted by one contractor or one firm of contractors.

Signature of Tenderer

9. Failure by the successful tenderer to furnish the prescribed security deposit or to execute the agreement within the period specified in clause 8 above, after his tender has been accepted or to start the work within such time as is determined by the Engineer-in-charge after notification of the acceptance of the tender shall entail forfeiture of the earnest money and cancellation of the contract without prejudice to the right of the Company to recover further damages, if any, from the tenderer.

10 Tenderers must return the form of tender with the specification and the Bill of Quantities and rates and any other schedule duly signed at the place specified. All pages of the tender documents , conditions of contract, specification etc. shall bear the full signature of the contractor at the foot of every page on the right hand corner. Any tender not bearing signatures on all the documents accompanying the tender is liable to be rejected.

NOTE- The transfer of tender forms purchased by one tenderer to another is not permissible

11. Tenderer which do not fulfill all or any of the above condition or are incomplete in any respect are liable to be rejected.

12.

(a) Before submitting the tender, tenderer shall be deemed to have full knowledge of all relevant documents and to have satisfied himself by actual inspection of the site and locality of work, that all condition liable to be encountered during the execution of the works are taken into account and that the rate he enters in the tender forms are adequate and are inclusive to accord with the provision of general/special condition of contract for the completion of the work to the satisfaction of the Engineer-in-Charge.

(b) The submission of a tender by the tenderer implies that he has read and accepted the instructions, the conditions of contract etc. and has made himself aware of the scope and specifications of the work to be done and of the conditions and rates at which stores will be issued to him as specified in Schedule-B and local conditions and other factors bearing on the execution of the work.

(C) The Company will not, after acceptance of contract rate, pay any extra charges for any

reason whatsoever, in case the contractor is found later to have misjudged any site condition(s).

The contractor must arrange for materials and include all such costs in the rate quoted by him for finished work.

13. (a) The Rates shall be percentage below/above/at par with the base rates/the SOR of Public Works department, Government of **MP**, in force from 15.06.2009 with amendments up to the date of opening of tenders. Base rate for all the NON-SOR items have been indicated in Bill of Quantities. No separate rate should be quoted for NON-SOR/SOR items. Only one rate common for all SOR items and all NON-SOR items must be quoted. In case different rates are quoted for items of Bill of Quantities the tender shall be summarily rejected. NO SEPARATE PAYMENT OF LEAD AND LIFT OF MATERIALS SHALL BE MADE.

(b) Bill of Quantities is attached with the tender. The rate shall be quoted against each item separately in FIGURES and WORDS. Rate quoted in WORDS will be final.

14. The tender documents shall be written legibly and free from erasure, over writings or conversions of figures. Any corrections, where unavoidable, shall be made by crossing out, initialing, dating and **rewriting**.

15. The contract or any part thereof shall not be sublet without the written permission of the Board/ Company/or its authorized representative.

16. The contractor will be bound to follow the MP Model Rules relating to its water supply and sanitation in labour camps (Vide Annexure 'A').

Signature of Tenderer

**MADHYA PRADESH STATE ELECTIRICITY BOARD
MADHYA PRADESH POWER TRANSMISSION COMPANY LIMITED
INSTRUCTIONS TO TEN DERERS**

1. Definitions

COMPANY

The company shall mean the Madhya Pradesh Power Transmission Company Limited (MPPTCL) incorporated as wholly owned Govt. of MP Undertaking and as limited company under the Companies Act 1956, with head quarter at Block No.2, Shakti Bhavan, Rampur, Jabalpur and shall include its successors and assigns.

ENGINEER-IN-CHARGE

It shall mean the Engineer of the Company who is appointed by the Company as Engineer-in-charge for the purpose of this contract.

SITE

The term shall mean the whole of the area earmarked by the Company for execution of the work as indicated in the Plan No attached to the tender, (If any).

WORKS

The expression "Works" or 'work' shall unless there be something, either in the subject or contract, repugnant to such contract, be construed to mean work undertaken to be executed by the contractor whether temporary or permanent and whether original, substituted or additional.

2. Specifications and drawings

Copies of specifications, designs, drawings and other documents required in connection with the works, signed for purpose of identifications by Superintending Engineer (T&C)/ Addl. Superintending Engineer(T&C)/Executive Engineer (T&C) shall also be kept open for inspection by the tenderer at the office of the Superintending Engineer (T&C), M.P. Power Transmission Co. Ltd. / Addl. Superintending Engineer(T&C) / Executive Engineer (T&C),MP Power Transmission Co. Ltd.,..... during office hours

3. Printed Forms

No tender will be considered, which is not submitted on the prescribed form obtained from the office of the Executive Director(T&C)/ Chief Engineer(T&C),M.P. Power Transmission Co. Ltd., Jabalpur / Superintending Engineer.(T&C)/Addl. Superintending Engineer(T&C)/Executive Engineer(T&C),MPPTCL, on payment. This amount will not be refunded under any circumstances. Tenderer must return the form of tender with the specifications, the bill of quantities and rates and other schedules intact and duly signed. Any tender not so signed will be rejected. The transfer of tender form purchased by one tenderer to another is not permissible.

4. Final date for receipt of tender

All tenders must be forwarded to the Executive Director (T&C)/ Chief Engineer (T&C)/ Superintending Engineer (T&C)/Addl. Superintending Engineer (T&C)/Executive Engineer (T&C), MPPTCL in a sealed envelope with the name of work, due date of tender and the name of contractor superscribed on the cover, so as to reach him not later than 15.00 hours on the date specified in the tender notice.

Signature of Tenderer

9. Forfeiture in case of failure

Failure to furnish the security deposit or to execute the required agreement within the time specified shall constitute a breach of the agreement attached by the acceptance of the tenderer in which case the earnest money accompanying the tender shall be forfeited by the Company as liquidated damages for such default.

10. Refund of Security Deposit

The security deposit shall be refunded soon after the termination of the guarantee/maintenance period and of the contractor fulfilling all the conditions of the contract to the satisfaction of the Engineer-in-charge and on making application therefor.

11. Receipt

The receipt of a clerk for any money paid by the tenderer will not be considered as any acknowledgement of payment to the Regional/Senior Accounts Officer and the tenderer shall be responsible for seeing that he procures a receipt signed by the Regional/Senior Accounts Officer or any other person duly authorised by him.

12. Offer to be Open for 3 months for acceptance

The fact of the submission to the MP Power Transmission Company Limited of tender shall be deemed to constitute an agreement between the tenderer and the Company where by such tender shall remain open for acceptance by the Company subject to its right for a period of three months from the date and time on which tenders are opened during which period the tenderer shall agree not to withdraw his offer nor to impair or derogate their effects. If the tenderer be notified within the aforesaid period that his tender is accepted, he shall be bound by the acceptance thereof by the Company. Any such withdrawal during the said period will entail forfeiture of the earnest money deposited with tender.

13. Opening of tenders

The Executive Director (T&C)/ Chief Engineer (T&C) /Superintending Engineer (T&C)/Addl. Superintending Engineer (T&C)/Executive Engineer (T&C) or his duly authorised assistant will open tenders at 15.15 hours on the date fixed for the return of tenders in the presence of such tenderers or their accredited representatives as may be present at the time.

14. Prohibition of separate communication

No separate communication bearing on the tender shall be addressed by the tenderer to the Executive Director (T&C)/ Chief Engineer (T&C) / Superintending Engineer (T&C) or any other person, but **explanatory** or qualifying remarks which the tenderer may desire to make must be recorded on page **h e r e o f** .

15. Contract documents to be studied by the tenderer

The tenderer shall examine closely the specifications and carefully study the drawings and all documents, which form part of the contract to be entered into by the successful tenderer, before submitting his tender. Unit rates shall be for finished work. Plans and specifications and other documents connected with the contract can be seen on the specified date or on any working day between working hours in the issuing office.

A copy of the set of contract documents can also be had on payment. No information will, however, be given on the date fixed for the opening of the tenders.

16. Bill of Quantities

A Bill of Quantities is included in the tender documents to give an idea of the nature and quantum of work to be executed. It shall, however, be understood that this is liable to alterations by omissions, deductions or additions at the discretion of the Company during the course of the Contract. Consequently, the quantities of individual items of work may vary or certain items may not **be** required to be executed at all. The rates quoted shall remain firm so long as the overall value of the contract does not vary beyond $\pm 25\%$ of the contract value. In case of variations beyond $\pm 25\%$ of the contract value, the rates shall be mutually negotiated for execution of balance value of work.

Signature of Tenderer

27. Employment of qualified Engineers and Engineering Subordinates

The contractor will have to engage engineers and engineering supervisory staff commensurate with the technical nature and quantum to work. In the event the Engineer-in-charge finds that Engineering and Supervisory Staff employed at any stage is not adequate and that the contractor has not taken due action to employ the required staff inspite of notice given to him in writing by the Engineer-in-charge, the later shall have power to recover from any payments due to the contractor by any way of penalty a sum equal to the estimated salary of the staff so less employed.

In case of any dispute regarding the scale of engineering staff to be so employed, the decision of the Executive Director (T&C)/ Chief Engineer (T&C) under whose jurisdiction the work are in progress shall be final and binding on the contractor.

NOTE: This clause will not be insisted upon, if the works involved is less than Rs.25,000/.

28. Where tenderers are not worked with the Board or its successor companies

Tenderers who have not already worked themselves as contractors in MPPTCL., shall, if required, furnish satisfactory evidence to the effect that they have been regularly engaged in the construction of similar works as they propose to execute and that they are fully prepared with the necessary capital, machinery and materials to begin the work promptly and to conduct it as required by the specifications for the particular work tendered for in the event of their tender being accepted.

29. Income Tax Clearance Certificate

No tender for works of value more than Rs.50,000/- will be considered unless accompanied by a certified true copy of the Income Tax Clearance Certificate in favour of the tenderer by competent authority. Tenders not accompanied by the Income Tax Clearance Certificate are liable to be rejected.

30. Acceptance of Tender

The acceptance or rejection of any tender is left entirely to the discretion of the authority empowered to deal with the matter and no explanation can be demanded for the cause of rejection of his tender by any tenderer.

31. Right of Company to deal with tender

The Company reserves the right of not to invite open or limited tenders, and when tenders are invited, to accept a tender in whole or in part or reject any tender or all tenders without assigning any reasons for any such action.

32. Specification to be followed

The work will be carried out strictly in accordance with Indian Standard Code of Practice. The aforesaid specification should, however, be read in conjunction with the specification annexed to the tender and in the event of any conflict or contradiction between the provisions of such specifications, the specifications annexed to the tender shall prevail. In case there is no provision in Indian Standard Code of practice, the work shall *be* carried out in accordance with such code or practice as may be decided by the Engineer-in-charge. In the absence of any specification in any of the above codes, the specification as decided by the Superintending Engineer (T&C) shall be applicable.

33. Instructions to form part of contract

These INSTRUCTIONS TO TENDERERS shall form part of the contract and any breach thereof shall be deemed to be breach of the Contract.

34. Additional Security Deposit

An additional deposit at the time of award of the work as security which, along with the earnest money deposit, shall be treated as initial security deposit, which varies depending on the value of each work. This additional deposit shall be determined by the CE (T&C) in accordance with prevailing Company rules. The percentage of deductions from the running bills will be adjusted so that the total security shall be limited to TEN/FIVE percent of the value of the Contract.

Signature of Tenderer

13.
FORM - B
TENDER FOR WORKS

I/We hereby tender for the execution for the MP Power Transmission Co. Ltd. of the works specified in the underwritten memorandum within the time specified in such memorandum at the rates specified there in and in accordance in all respect with specifications, designs, drawings and instructions in writing and in clause 11 of the annexed in accordance with such conditions so far as applicable.

MEMORANDUM

- | | |
|--|---|
| (a) General Description | As per Tender Notice |
| (b) Estimated Cost(Probable Amount of contract) | As per Tender Notice |
| (c) Earnest Money | As per Tender Notice |
| (d) Security Deposit(including Earnest Money) | As per clause 7 of instruction to tenderers |
| (e) Percentage, if any, to be deducted from bills. | As per clause 7 of instruction to tenderers |
| (f) Time allowed for the work from the date of written order to Commence the work. | As per Tender Notice |

| | Quantity | Description | Unit | UNIT RATE | | Amount |
|--|----------|-------------|------|-----------|-------------|--------|
| | | | | In Figure | In Words | |
| | — | As per | Bill | Of | Quantities. | — |

(SEE SCHEDULE ATTACHED)

Should this tender be accepted, I/We hereby agree to abide by and fulfil all the terms and provisions of the said conditions of contract annexed hereto or in default thereof to forfeit and pay to the MP Power Transmission Co. Ltd., the sum of money mentioned in the said conditions.

The sum of Rupees only as herewith forwarded in the form of as earnest money, the full value of which shall be retained by the MP Power Transmission Co. Ltd., on account of security deposit specified in Clause 1 of the said General Condition of Contract.

Dated theday of20

Witness

Address

Occupation :

Signature of the Tenderer

(To be signed before submission of the tender)

The above tender is hereby accepted by me

On behalf of the MP Power Transmission Co. Ltd.,

Dated the.....day of20

Signature of Tenderer

Clause 3

In any case in which the contractor commits breach of any terms of the contract or abandons the work wholly or partly for any reasons or dies or fails to carry out any work which he is bound to carry out under the terms of this contract, the Company or the Engineer-in-charge on behalf of the MP Power Transmission Co. Ltd., shall have power to adopt any of the following courses without prejudice to any other right that may accrue to the Board/Company under this contract.

- (a) To rescind the contract (of which rescission notice in writing to the contractor under the hand of the Engineer-in-charge shall be conclusive evidence) in which case the security deposit of the contractor shall stand forfeited, and be absolutely at the disposal of Company without prejudice to the right of the Company to recover any further amount by way of damages.
- (b) To employ labour paid by the Company and to supply materials to carry out the work or any part of the work debiting the contractor with the cost of the labour and the price of the materials (of the amount of which cost and price certificate of the Engineer-in-charge shall be final and conclusive against the contractor) together with their departmental charges as may be fixed by the Company from time to time and crediting him either with the value of the work done in all respects in the same manner and at the same rates as if it had been carried out by the contractor under the terms of this contract or the cost of the labour and the price of the materials as certified by the Engineer-in-charge whichever is less (the certificate of the Engineer-in-charge as to the value of the work done shall be final and conclusive against the contractor).
- (c) To measure up the work of the contractor and to take such part thereof as remains unexecuted out of his hands, and to give it to another contractor to complete in which case any expenses which may be incurred in excess of the sum which would have been paid to the original contractor, if the whole work had been executed by him (of the amount which in excess, the certificate in writing of the Engineer-in-charge shall be final and conclusive) shall be borne and paid by the original contractor and may be deducted from any money due to him by Board/Company under the contract or otherwise or from his security deposit or the proceeds of sale of a sufficient part thereof.

If the Engineer-in-charge adopts any of the above courses, the contractor shall in no case whatsoever, have any claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any engagement or made any advances on account of, or with a view, to the execution of the work or the performance of the contract. In case the contract shall be rescinded under the provision aforesaid, the contractor shall not be entitled to recover or be paid any sum for any work, therefore, 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 the value so certified.

Clause-4 Contractor remains liable to pay compensation if no action taken under clause-3

In any case in which any of the powers conferred upon the Engineer-in-charge by Clause-3 thereof, shall have become exercisable and the same are not exercised, the non exercise thereof shall not constitute a waiver of any of conditions thereof and such power shall notwithstanding be exercisable in the event of any future case of defaults by the Contractor and the liability of the contractor for past and future compensation shall remain unaffected. In the event of the Engineer-in-charge putting in force either of the power (a) or (c) vested in him under the preceding clause he may, if he so desires take possession of all or any tools, plant, materials and stores in or upon the work or in site thereof or belonging to the contractor or procured by him 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 case of these not being applicable, at current market rates to be certified by the Engineer-in-charge whose certificate thereof shall be final otherwise the Engineer-in-charge may by notice in writing to the Contractor or his clerk or work foreman or the authorised agent require him to remove such tools, plant, materials or stores

Signature of Tenderer

Clause-8 Submission of bill

For the work executed during the previous month, a bill shall be submitted by the contractor each month on or before the date fixed by the Engineer-in-charge and the Engineer-in-charge shall take necessary action to have the same verified. If the contractor does not submit the bill within the time fixed as aforesaid, the Engineer-in-charge may prepare a bill from the measurements so taken which shall be binding on the contractor in all respects.

Clause-9 Bill to be on printed forms

Whenever the contractor shall submit, the bills, he shall do so on the prescribed forms to be had on application from the office of the Engineer-in-charge and the charges in the bills shall always be entered at the rates specified in the tender or in the case of any extra work, ordered in pursuance of these conditions and not mentioned or provided for in the tender, at the rates hereinafter provided for such work.

Clause-10 Stores supplied by the Company

If the specifications or estimate of work provides for the use of any special description of materials to be supplied from the Engineer-in-charge's stores, or if it is required that the contractor shall use certain store to be provided by the Engineer-in-charge, the contractor may be supplied with such materials and stores as required from time to time to be used by him for the purpose Of the contract only or for any other purpose incidental to the contract, provided, however, that such purpose and the quantity is approved in writing by the Engineer-in-charge . The value of the full quantity of materials so supplied at the rates specified in the said schedule is liable to be set off or deducted from any sums then due or thereafter becomes due to the contract or under the contract or otherwise from the security deposit or the proceeds of sale thereof if the same is held in Government Securities, the same or a sufficient portion thereof being in this case sold for the purpose.

The contractor is advised in his interest to draw the minimum quantity of materials required to be utilized on the work to be carried out. Redovery towards the gross quantity of materials issued up to date of preparation of any running bill shall be effected from the said bill irrespective of the fact whether the entire quantity has been actually utilized on the work measured up to said running bill or not. If recovery towards any materials so issued remains unadjusted beyond a period of two month after the date of issue of the same, interest at the rate of 1% or the specified rate per month or part thereof shall be recoverable from the contractor.

All materials supplied to the contractor shall be used for the work only and shall not on any account be removed from the site of the work, and shall at all time be open to inspection by the Engineerin-charge. If at any time, it is noticed that any material issued by the department is found missing or misused by the contractor, recovery for such material not found or misused shall be made from the contractor at the book value including incidental charges or the current market rate, whichever is higher, plus 50 percent.

All material issued by the department rendered surplus or left unused in its original shape and size and in perfectly good condition shall be returned to the Board's/Company's stores, if the Engineer-incharge so desires, the decision of the Engineer-in-charge as to whether the material is in perfectly good condition or not shall be final and binding on the contractor. The contractor shall have no claim for compensation on account of any such material so supplied to him as aforesaid remaining unused by him or for any wastage in or damage to any such materials.

CUMIN11 Materials and workmanship

The contractor shall execute the whole and every part of the work in the most substantial and workman like 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, drawing **and** instruction in writing relating to the work signed by the Engineer-in-charge and lodged in his office and to which the contractor shall *be* entitled to have access at such office or on the site of the work for the purpose of inspection during office hours and the contractor shall, if he so requires, be entitled at his

Signature of Tenderer

Clause-15 Action and compensation payable in case of bad work

If at any time, before the security deposit is refunded to the contractor, it shall appear to the Engineer-in-charge or his subordinate in charge of the works that any work has been executed with unsound, imperfect or unskilled workmanship or with materials of inferior quality or that any materials or articles provided by him for the execution of the work are unsound or of a quality inferior to that contracted for, or are otherwise not in accordance with the contract, it shall be lawful for the Engineer-in-charge to intimate this fact in writing to the contractor and then notwithstanding the fact the work materials or articles complained of may have been passed, certified and paid for, the contractor shall be bound forthwith to rectify or remove and reconstruct the work so specified in whole or in part as the case may require or, if so required, shall remove the materials or articles so specified and provide other proper and suitable materials or articles at his own risk and cost and in the case of any such failure, the Engineer-in-charge may rectify or remove and re-execute the work or remove and replace the materials or articles complained of as the case may be at the risk and expense in all respects of the contractor. In the event of his failure to do so within a period to be specified by the Engineer-in-charge in the written intimation aforesaid, the contractor shall be liable to pay to the Company the cost of such rectification, replacement and modification estimated by the Engineer-in-charge together with such departmental charges as may be fixed by the Company from time to time, provided, however, should the Engineer-in-charge decide any such inferior work or materials as described above may be accepted or made use of, it shall be within his discretion **to accept the same at such** reduced rates as he may fix therefor.

Nothing in this clause shall be deemed to deprive the Company or affect any right under the contract which may otherwise have and failure to take any action under this clause shall not be considered as acceptance of such plants, materials or work.

The Engineer-in-charge may by any certificate make any correction or modification in any previous certificate which has been issued by him and payment shall be regulated and adjusted accordingly.

Clause-16 Contractor liable for damages done and for imperfection till the expiry of the maintenance period

The maintenance period for the work shall be months after the date of satisfactory completion of work after which a certificate of completion shall be given by Engineer-in-charge. The Contractor shall maintain the works in such a manner that, at expiry of the period of maintenance, they shall be in a good and perfect order and good condition (fair wear and tear excepted) as that in which they were at the commencement of the period of maintenance. The contractor shall at his own expense, repair, replace/rectify and make good to the satisfaction of the Engineer-in-charge all defects, imperfection, shrinkages or other faults arising from faulty design of the contractor or due to the use of materials or workmanship not in accordance with the contract or from neglect or failure on the part of the contractor to comply with the provisions of the contract.

If the contractor or his labour or servants shall break, deface, injure or destroy any part of the building in which they may be working or any building, road, curbs, water pipes, cable, drains, electric or **telephone post or wires, trees, grass land or cultivated ground within** and/or around 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 from any cause whatever or any imperfections become apparent in it within the maintenance period specified above, the contractor shall make the same good** at his own expense or, in default, the **Engineer-in-charge may cause the same to be made good by other workmen and deduct the expense together with such departmental charges as may be fixed by the Company from time to time (of which the certificate of the Engineer-in-charge shall be final) from any sum that may be then or at any time thereafter may become due to the contractor or from his security deposits, or the proceeds of sale thereof or of a sufficient portion thereof.**

The security deposit of the contractor shall not be refunded before the expiry of the maintenance period or the settlement and payment of the final bill whichever is later.

The contractor hereby also covenants that it shall be his responsibility to see that buildings or any water retaining structure constructed under this contract does not leak during the period of one full

Signature of Tenderer

Clause-20 Compensation under Section-12,Sub-section (1) or the Workmen's Compensation Act 1923

In every case in which by virtue of the provision of Section-12, Sub-section (1) of the Workmen's Compensation Act-1923, the Company is obliged to pay compensation to workmen employed by the contractor in execution of the works, the Board/Company will recover from the contractor, the amount of the compensation so paid without prejudice to the right of the Board/Company under Section-12, Sub-Section (2) of the said Act. The Company 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 Board/Company to the contractor whether under this contract or otherwise. Company shall not be bound to contest any claim made against it under section 12,Sub-section(1) of the said Act, except on the written request of the contractor and upon his having given to the Company full security for all costs for which the Board/Company might become liable in consequence of contesting such claim.

Clause - 21 Minimum Wages

The contractor shall pay not less than minimum wages to the labours engaged by him on the work. **Explanation**

- (a) Minimum wages means wage whether for time or piece of work notified from time to time and where such wages have not been so notified, the wages prescribed by the Public Works Departments, State or Labour Department for the District or place in which the work is done.
- (b) The contractor shall notwithstanding the provision of contract to the contrary cause to be paid minimum wages to labourers indirectly engaged on the work including any labour engaged by his sub-contractors in connection with the said works as if labourers had been employed by him.
- (c) In respect of all labour directly or indirectly employed in the work for the performance or his part of this contract by the contractor shall either comply or cause to be complied with the Central Provinces and Berar PWD Contractors Labour Registration contained in Appendix-150 of M.P.P.W.D. Manual (Vol.11), Contractor should register his establishment under Contract Labour (Regulation and Abolition) Act 1970 with upto date amendments with Labour Department of M.P. Government and produce copy of same to Engineer-in-charge.
- (d) The Engineer-in-charge shall have the right to deduct from money due to the contractor any sum required or estimated to be required for making good the loss suffered by a worker/ workers by reason of non-fulfilment of the conditions of the contract for the benefit of the workers, non-payments of wages on deduction made from his or their wages which are not justified by their terms of the contract or non-observance of the regulation.
- (e) The contractor shall be primarily liable for all payment to be made under and for the observance of the regulation aforesaid without prejudice to his right to claim indemnity from his subcontractors.
- (f) The regulation aforesaid shall be deemed to be a part of the contract and any breach thereof shall be deemed to be breach of the contract. The contractor shall disburse the wages to his workers within the time limit prescribed under the provisions of Payment of Wages Act-1936, or any other similar law in force as amended up to date.

Clause -22

- (a) The contractor shall, at his own expense, provide or arrange for the provision of foot wear for labour doing cement mixing work which the contractor has undertaken to execute under this contract to the satisfaction of Engineer-in-charge and on his failure to do so the Company shall provide the same to such labourers and recover the cost from the bill due to the contractor.
- (b) Whenever demanded by the Engineer-in-charge the contractor shall submit a true statement showing (1) number of labours employed by him on the work (2) their working hours (3) the wages paid to them and (4) the accidents that occurred during the period of which information is required, stating the circumstances under which they occurred and the extent of damage and injury caused by therrrfailure to supply such information or supplying materially incorrect

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support of his appeal. If the contractor is not satisfied with the decision of the Addl. CE (T&C), he may within 30 days thereafter, appeal to the E.D. (T&C)/C.E. (T&C) for his decision on the dispute. In case there is no Addl. C.E. (T&C) or CE(T&C) supervising the works, the appeal should be made directly to E.D.(T&C)/C.E.(T&C), who on receipt of the representation from the contractor, may appoint an officer who is not concerned with the works, to decide the dispute within 30 days. In case the contractor who is aggrieved by the decision of E.D.(T&C.)/C. E.(T&C.), he may refer the matter to E.D(T&C.)/C.E(T&C.) within a period of 30 days from the date of the said decision, so that, the Board/Company may appoint a committee to decide the dispute. "All disputes arising out of this contract agreement/purchase order etc. shall be determined by a competent Court at Jabalpur only".

Clause - 28 Claims for items not entered in the Bill of Quantities

Items are shown in the Bill of Quantities purely for the purpose of indicating the type of work to be carried out and no claim shall be entertained for any item or the work executed being not mentioned in the aforesaid Bill of Quantities.

Clause - 29 Claim for compensation for delay in starting the work

No compensation shall be allowed for any delay caused in the starting of the work on account of handing over of the site, or in the case of clearance of works, on account of any delay in according sanction to estimate.

Clause - 30 Recovery of any dues from contractor

It shall be lawful for the Company to deduct from the money payable to the contractor under this contract, the amount due from the contractors in respect of any other contract which has been entered into or may be entered into by the contractor with the Board/Company.

Clause - 31 Royalties and other Taxes

The contractor shall be responsible for the payment directly to the authorities concerned of all import duties, tools, sales tax, octroi duties, quarry fees, ground rent at quarry, royalties, local and other taxes, etc. on all materials and articles he May use. In case the contractor fails to pay such charges and/ or the authorities.00ncerned desire that Company shall recover and pay the same, the Company shall reeoverthe same from any dues payable to the contractor along with such departmental charges as may be fixed by the Board/Company from time to time. The contractor will not be entitled to any refund or claim on this account.

"The royalty charges for minor mineral either supplied to Company or used on Company's work by contractor will be paid by the contractor to the Collector as per Government rules and Final Bill will be admitted for payment only after certificate to the effect that all the Royalty charges have been paid shall be submitted by the contractor."

The payment of Service Tax shall be governed as per prevailing law and rules notified by the Govt. of India and circulars issued by MPPTCL in this regard from time to time.

Clause - 32 Penalty for breach of contract

On the breach of any terms or condition of this contract by the contractor, the Company shall be entitled to forfeit the security deposit or the balance there of that may at the time be remaining and to realise and retain the same as damages and compensation for the said breach but without prejudice to the right of the Board/Company to recover any further sum as damages from any sum due or which become due to the contractor by Company or otherwise howsoever.

Clause - 33 Inventory of the contractors materials

At the time of the commencement of the works or any time thereafter, whenever the contractor brings any material or equipment to the site for use, he shall submit a list Of all such materials/equipment to the Engineer-in-charge. After the completion of works or at any time during the tenure of the contract, such material belonging to the contractor can be removed from the site only with the written permission of the Engineer-in-charge or his authorised representative.

Clause - 34

The breach of any terms or any of these General conditions of contract shall be deemed as breach of this contract.

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All off cuts, cut- pieces and scrap are deemed to be included within the above limits of allowances. While the ownership of these materials remains with the department, the contractor will be responsible for its safe custody from the date of issue till it is accounted by adjustment through the RA Bills/Final bill or returned to the stores.

The Engineer-in-charge shall make a theoretical assessment of all departmental materials issued as per constants given in the specifications and drawings on the basis of final bill of quantities. Any variation between the theoretical assessment and actual consumption shall be treated as un-accounted by the contractor excepting for allowance given above. If the actual consumption (other than cement) after deduction for wastage in conversion is found to be less than the theoretical assessment, measurements for items of work incorporating such materials will be restricted to quantities relating to actual consumption. In the case of cement, however this stipulation will be applicable only if the minus variation is beyond two percent. Recoveries for less consumption of cement beyond two percent will be made at the departmental store issue rates plus 75%. In case of loss/damage or non return of the materials left un-used, the rates at which they will be recovered, will be the departmental store issue rates or average market rate for the period under question whichever is higher plus 50%.

The contractor shall submit to the Engineer-in-charge his monthly demand of materials in pursuance of clause-3 of "Special Conditions of Contract". If at any time it is desired that the contractor shall give his quarterly demand of materials *he* shall do so at least 4 weeks in advance of the date of receipt of advice and at occasion of weekly demands, at least 7 days of the date of advice.

M.S. bars will be issued for **the** purpose of reinforcement and for windows bars only.

HYSD Steel/MS bars supplied under this schedule shall be considered as tested steel for all purposes.

Cement will not be issued for manufacture of cement tiles or terrazo tiles. **(A) If the materials to be arranged by the contractor:-**

The cement and MS reinforcement steel (Plain or HYSD) required for execution of work, will have to be procured by the executing **agency** at his own cost from the authorised stokists /dealer of cement/steel manufactures only.

The cement /steel procured shall **be transported to site by** the contractor including all handling at his own cost. Before the cement/steel **brought at site, the contractor has to** make proper arrangement for storage and security of the **materials at his own cost.**

Immediately on procuring the cement/steel, the contractor should produce the necessary voucher to verify the quality & quantity of cement/steel brought at site.,

No secured advance will be paid to the contractor for the procurement of cement.

Before the execution of work with cement/steel procured by the contractor, the cement/steel should be got tested from Government Institution/Labs before the same is put to use in work.

If the Engineer-in-charge or his authorised representative is not satisfied with the quality of cement/ steel at any time during the inspection of the work, he has right to get the samples of cement/steel tested at the nearest Government Engineering College/other Govt. Laboratories. The charges of such testing will be borne by the contractor.

The Engineer-in-charge, shall make a theoretical assessment of cement as per constants given in the specifications, drawings on the basis of final bill of quantities. The measurement of all the steel shall be by linear method multiplied by standard unit weight as per 1SS.

The cement procured by the contractor must be consumed by the contractor within two months from the date of materials brought at site.

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(c) Programmes of requirements of materials, if any, to be supplied by the department with respect to the time schedule, within 6 weeks of date of receipt of notice to proceed with the work in pursuance of the condition of contract.

(d) Layout plan of diversion and care of river, materials storage, plant and machinery required for the construction of the work within 4 weeks of the date of notice to proceed with the work.

The Engineer-in-charge shall scrutinise the above and his decision in writing shall be final and binding on the contractor.

4. Construction programme

In order to fulfil the condition for which the development has been designed, the contractor & Engineer-in-charge shall, prior to the commencement of work and within 30 days after date of receipt of notice to proceed with the work by the contractor, arrange a definite construction programme or schedule covering the order in which the work is to be carried out so as to ensure the under-lying conditions on which the design is based and shall be maintained in their entirety and without any interference with the expeditious and economical carrying out of the contractors projected scheme of procedure. The several sections of the work shall be carried out in such order as to permit the completion of the whole work within the stipulated time and as closely as possible in conformity with the agreed upon construction schedule. The construction programmes shall be in such form and in such detail as to properly shows the sequences of operations and the period of time required for completion of the work under each operation. However the Engineer-in-charge shall have the power to alter the construction programme due to exigencies of work. In case of any disagreement between contractor and the Engineer-in-charge regarding such construction programmes, the programmes as decided by the Superintending Engineer (T&C) shall be final and binding on the contractor.

5. Time is the essence of the Contract

Wherever the progress is not according to construction programme approved by the Engineer-incharge, a penalty for short progress will be imposed at the same rate as provided in clause 2 of General Conditions of contract.

The contractor shall at all times, during the continuance of the work, execute it with such forces and equipment as in the judgment of the Engineer-in-charge are necessary to complete it within the specified period of time. The capacity of the contractor's construction plant, sequence and methods of operation and the force employed shall at all times during the continuance of the contract be subject to the approval of the Engineer-in-charge and shall be such as to ensure completion of the work within the specified period of time.

6. Power to vary or omit works

No alterations, amendments, omission, suspensions or variations of the work(herein-after referred to as variations) under the contract other than as shown in the approved contract drawings and the specifications, shall be made by the contractor except as directed in writing by the Engineer-in-charge but the Engineer-in-charge shall have full powers and subject to special conditions herein from time to time during the execution of contract by notice in writing to instruct to make such variation without prejudice to the contract, and the contractor shall carry out such variation and be bound by the same conditions as far as applicable as though the said variations occurred in the specifications. If any suggested variation would in the opinion of the contractor, if carried out, prevent him from fulfilling any of this obligation or guarantee under the contract, he shall notify the Engineer-in-charge in writing and the Engineerin-charge shall decide forthwith whether or not the same shall be carried out. if the Engineer-in-charge confirms his instructions, the contractors obligations and guarantee shall be modified to such an extent as may be justified. The difference of cost, if any on account of by any such variations, shall be added to or deducted frohi the Contract price as the case may require. The amount of such difference, if any, shall be ascertained and determined in accordance with the rates specified in the schedule of prices so

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12. Use of companies's Railway siding

The Contractor may be allowed with prior permission of the Engineer-in-charge, the use of companies's private siding, if any for placement of wagons carrying his materials. The contractor shall pay the siding and haulage charges and other specified charges as fixed by the companies for the use of the siding.

13. Changes in Design

The Company reserves the right to make any changes in the designs and plans of the work and the contractor shall be bound to carry them out. No claim or compensation would be allowed on this account.

14. Departmental supply of materials

The contractor shall have to obtain the materials specified under Schedule B of the General Conditions of Contract from the Stores only unless otherwise specifically permitted by the Board to procure the same from elsewhere. The cost of such materials issued from the Stores will be recovered from the contractor's bills at the rates specified in the said schedule.

The materials will be issued from the departmental stores as mentioned in Schedule B and the contractor will have to make his own arrangement for transport of the materials from the stores to the work at his own cost. Materials to be supplied by the department will be supplied in standard sizes, lengths and quantities or as available unless specifically mentioned otherwise and cost recovered from the contractor for the quantities issued.

The contractor shall further at all times satisfy the Engineer-in-charge on demand and by the production of records or books or submission of return and proforma as directed, that the materials supplied are being used for the purpose for which they are supplied and the contractor shall at all time keep the records up to date to enable the Engineer-in-charge to apply such checks as he may desire to impose. The contractor shall not without the written permission of the Engineer-in-charge utilise or dispose off the materials for any purpose other than that intended in the contract.

Cement, reinfo(cement steel and structural steel will be supplied to the contractor if so specified in Schedule B at the rates specified in the said schedule at the departmental stores at the location specified under Schedule B. The contractor shall make his own arrangement for the storage of cement at the work site. Handling and storage facilities shall be so arranged that no cement shall be kept in storage for more than 120 days. If any cement is kept as long as 120 days, it will be tested before use at the cost of contractor and if found defective in any way it shall be condemned from being used and cost at penal rate (department store issue rate or average market rate or whichever is higher plus 50%) will be recovered from the contractor. Steel , if supplied by the department, shall be transported to the site at contractor's own cost. The contractor shall make his own arrangement for keeping steel at site.

In respect of an item of work which involves use of cement, the base rate shall be corresponding SOR rate minus the cost of cement based on theoretical consumption as indicated in USA (or in the tender document, wherever not indicated in USA) at the rate of Rs. 215/- per bag. The item shall be paid from this base rate plus/minus the accepted percentage.

The contractor will be responsible for the safe custody of all departmental materials issued to the satisfaction of the Engineer-in-charge and will be required to tender proper account of all allocation and disposal of these materials showing when they were issued on the works. The contractor shall return in sound condition all such materials which are not used in works. In case he is unable to account for the full amount of the materials issued to him, recoveries will be effected from him at average issue rates or average market rates whichever are higher plus 50 percent(average issue rates or average market rates means the weighted average of the issue rate or market rate for the issued made from time to time during the period of the contract). The contractor will be deemed to be unable to account for the materials if the

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17. Contractor's Representative and workmen

The contractor shall at his expense employ at least one competent representative, whose name or names shall have previously been communicated in writing to the Engineer-in-charge by the contractor and approved by the Engineer-in-charge to supervise the construction of the work. The said representative or if more, then one of such representatives shall be present on the site during working hours, and written order or instruction which the Engineer-in-charge or his duly authorised representative may give to the said representative of the contractor, shall be deemed to have been given to the contractor.

The Engineer-in-charge shall be at liberty to object to any representative or person employed by the contractor in the execution of or otherwise about the works who shall misconduct himself or be incompetent or negligent and the contractor shall remove the person so objected, to upon receipt from the Engineer-in-charge of notice in writing, requiring him to do so and shall provide in his place a competent substitute.

The contractor shall not contravene any of the provision of Factories Act 1948 (with upto date amendments) as amended from time to time.

The contractor shall remove from the work any person found working who does not satisfy this condition and no responsibility shall be accepted by the Company for any delay caused in the completion of the work by such removal. The Company shall also not be liable for any contravention of the laws in force by the contractor who shall solely responsible for the same.

18. Contractor's liability for loss, damage, accident, etc.

The contractor shall indemnify and save the Company against all actions, suits, claims, demands, costs or expenses arising in connection with injury suffered prior to the date when the work shall have been taken over by person employed by the contractor or by his sub contractor on the works whether under the General law or under **the Workmen's Compensation Act 1923 or any other statutory law in force dealing with the question of the liability of the employers and shall so take steps properly to ensure against any claims there under.**

, **On the occurrence of an accident which results in the death of any of the workmen** employed by the Contractor or , **Whion is so serious as to be likely to result in death of any Such workman, the** contractor shall within 24 hours of happening of such accident intimate **in writing to the concerned** Engineer-incharge of the Company the fact of such accident. The contractor shall indemnify the Board/Company against all losses or damages sustained by the Company resulting directly or indirectly from his failure to give intimation in the manner aforesaid including the penalties or fines, if any, payable by the Company as a consequence of the Board's/Company's failure to give notice under the Workmen's Compensation Act, or otherwise to conform to the provision of the said Act, in regard to such accident.

In the event of any claim being made, or action brought against the Board/Company and arising out of the matter referred to and in respect of which to contract is liable under this clause the contractor shall be immediately notified thereof, and he shall, with the assistance, if he so requires, of the Board/Company but at the sole expense of the contractor conduct all negotiations for the settlement of the same or any litigation that may arise, therefrom. In such case, the Company shall at the expense of the contractor, afford all available assistance for any such purpose.

In the event of an accident in respect of which compensation may become payable under Workmen's Compensation Act VII of 1923 (with upto date amendments) as amended from time to time whether by the contractor or by the Company as principal employer, it shall be lawful for the Engineer-incharge to retain out of moneys due and payable to the contractor such sum or sum of moneys as may in the opinion of the Engineer-in-charge be sufficient to meet such liability. The opinion of the Engineer-incharge shall be final in regard to all matters arising under this clause.

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24. Examination and tests on completion

On the completion of the work and not later than the expiry of the maintenance period thereafter, the Engineer-in-charge shall make such examination and test of the work as may seem to him to be possible, necessary or desirable and the contractor shall furnish free of cost any materials and labour which may be necessary therefor, and shall facilitate in every way all operations required by the Engineer-in-charge in making examination and tests.

25. Laws and Regulations

All work shall be executed in accordance with the laws in India relating to the work and rule and regulation thereunder and any statutory modifications thereof wherever they are applicable unless otherwise agreed to in writing by the Engineer-in-charge.

The contractor shall be bound by the provisions of all the legislation whether Central or State as in force and operative in Madhya Pradesh for the time being in the same way and to the same extent as the Company and, if on the default on the part of the contractor or his agent of any of the provisions of any such law, the Company is required to incur any expenditure and liabilities arising therefrom, the Company may deduct and recover the same out of any sums due to the contractor in respect of this contract. The decision of the Company that any sums has become payable thereunder and the amount which has become payable shall be final and binding on the contractor. "The Provisions of the Third Ordinance-1996" for the building and other construction workers (Regulation and Employment and Condition of Service) shall also be applicable and binding on contractor.

26. Fencing and Lighting

The contractor shall be responsible for the proper fencing, guarding, lighting and watching of all works comprised in the contract and for the proper provision of temporary roadways, guards and fences as far as same may be rendered necessary by reason of the work the accommodation and protection of the workers, passengers or other traffic and of the owners and occupiers of adjacent property and of the public.

27. Patents, Rights etc.

The contractor shall fully indemnify the Company against all actions, suits, claims, demand, cost, charges and expenses arising from or incurred by reason of any infringement or alleged infringement of any letters, patents, designs, trade marks or name/copy right or other protected right in respect of any machine, plant, work, materials, things or system or method of using, fixing, working of arrangements used or fixed or supplied by the contractor but his indemnity shall not extend or apply to any action suit, claim, demand, cost charges or expenses arising from or incurred by reasons of the use of the works or any part thereof otherwise than in the manner for the purpose contemplated by the contract. All royalties and other similar payments which may have to be paid for the use of any such machine, plant, work, materials, thing, system or method as aforesaid (whether payable in one sum or by method of installments or otherwise) shall be deemed to have been covered by the contract price and payable by the contractor.

In the event of any demand or claim being made or action or suit brought against the Company in respect of any such matter or matters as aforesaid, the contractor shall be duly notified thereof and he shall conduct all negotiations for the settlement of such claim or demand and such action or suit shall also be **conducted by him subject**, if any, so far as the Company shall think proper to the supervision and control of the Board/Company through the officer duly authorised in this behalf.

Signature of Tenderer

(K) When persons are employed on a roof where there is danger of falling from a height exceeding 4.8m suitable precautions shall be taken to prevent the falling of persons or materials.

- (l) Suitable precautions shall be taken to prevent persons being struck by articles, which might fall from the scaffold or other working places.

The contractor shall comply with the following regulations as regards the hoisting appliances to be used by him:-

- (a) Hoisting machine and tackle including their attachments, anchorages and supports shall;
 - (i) be of good mechanical construction, sound materials and adequate strength and free from latent defects and,
 - (ii) be kept in good hoisting working order.
- (b) Every rope used in hoisting or lowering materials as a means of suspension shall be of suitable quality and adequate strength and free from latent defects.
- (c) Hoisting machine and tackle shall be examined and adequately tested after erection on the site and before use and be re-examined in positions at intervals to be prescribed by the Engineer-in-charge.
- (d) Every chain, ring, hook shackle, swivel and pulley block used in hoisting or lowering materials or as a means of suspension shall be periodically examined.
- (e) Every crane driver or hoisting appliance operator shall be properly qualified.
- (f) No person who is below the age of 25 years shall be in control of any hoisting machine, including any scaffolding or give signals to the operator.

29. Death, Bankruptcy, Breach of contract

If the contractor dies or becomes insolvent or bankrupt or has a receiving order made against him or compound with or make any proposal for carrying on his business under inspection or for the benefit of his creditors or commit an act of insolvency or bankruptcy or being a corporation pass a resolution or be ordered to be wound up or have a receiver of its business appointed, or commit any breach of contract, the Company shall be entitled forth with by notice in writing to the contractor or his assigns or legal representatives to determine the contract and the Company may in that event complete the contract in such time and manner and by such persons as the Company shall think fit at the risk, cost and liability of the contractor.

30. Rights of other contractors and persons

If during the progress of the work covered by this contract, it is necessary for other contractors or persons to do work in or about the site of work, the contractor shall afford such facilities as the Engineer-in-charge may require.

31. Insurance

a. The contractor shall, at all times during the tenure of this contract at his own expense insure and keep insured in the name of the Company with any of the nationalized General Insurance Companies all the work in progress, plants, equipments, stores, instruments, implements, tools and all other materials whatsoever against loss, destruction or damage by fire, flood or any other cause whatsoever including war, revolution, Civil communal riot and all liabilities under the workmen's compensation Act, in respect of death or body injury payable to any worker and damage to property of the third persons.

Signature of Tenderer

MODEL RULES RELATING TO WATER SUPPLY AND SANITATION IN LABOUR CAMPS

NOTE - The model rules are intended primarily for labour camps which should be adhered to. Standards in permanent or semi permanent labour camps should not obviously be lower than those for temporary camps. Any other conditions as may be imposed by the State Government or the local authorities in this respect shall be complied with by the contractor.

1. Location:- The camp should be located in elevated and well drained ground in the locality.
2. Layout:- Labour huts to be constructed for one family of 5 persons each. The layout to be shown in the prescribed sketch shall be approved by the Engineer in-charge.
3. Hutting:- The huts to be build of local materials and each hut should provide at least 20 Sqm of living space.
4. Sanitary Facilities:- There shall be provided latrines and urinal at least 15m, away from the nearest quarter, separately for men and women and specifically so two families per seat. No separate urinals are required as prives can also be used for this purpose.

Drinking Water :- **Adequate** arrangements shall be made for the supply of drinking water. If practicable, filtered and chlorinated supply shall be arranged.

When supply is from an intermittent source, a covered storage tank shall be provided with capacity of one gallon per person per day. Where the supply is from a well, it shall conform to the sanitary standards laid down in the report of the Rural Sanitation Committee. The well should be atleast 30m away from any latrine or other source of pollution. If possible a hand pump should be installed for drawing the water from the well. The well should be effectively disinfected once every month and quality of water should be tested at the Public Health Institution between every two disinfections.

6. The rules aforesaid shall be deemed to be a part of the contract and any breach thereof shall be deemed to be breach of contract.

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PARTICULARS OF THE CONTRACTORS

1. Name & address of the contractor
2. Particulars of registration and class In which registered
3. Reference may be made to:-

1/
2/
3/

4. Previous Experience in MPSEB or its successor companies, or Govt. / Public under taking / Reputed Limited Co.

| S.No | Name of work Executed | Department | Value of Work |
|--------|-----------------------|------------|---------------|
| (i) | | | |
| (ii) | | | |
| (iii) | | | |
| (iv) | | | |
| (v) | | | |
| (vi) | | | |
| (vii) | | | |
| (viii) | | | |

5. Details of Works held by the Tenderer at the time of submitting this Tender

| S.No | Name of Work Held | Department | Agreed Period | Probable Period | Cost of balance |
|--------------------|-------------------|------------------------------|---------------|-----------------|-----------------|
| <u>of Contract</u> | to be done and | probable date of completion. | of Completion | work remaining | |
| (i) | | | | | |
| (ii) | | | | | |
| (iii) | | | | | |
| (iv) | | | | | |
| (v) | | | | | |
| (vi) | | | | | |
| (vii) | | | | | |
| (viii) | | | | | |

6. A brief description of large works previously executed with details of Organization, machinery and **experience of those who handled the job on the side of contractor.**
7. **Any other information the contractor may desire to give.**

Note - The copies of testimonials may be attached but will not be returned.

Signature of Tenderer

Bank Guarantee in Lieu of Earnest Money in Cash

(To be executed on non judicial stamp paper
worth Rs. 250/- with Re. 1/- Revenue Stamp)

Bank Guarantee No. Dated:

THIS DEED OF GUARANTEE is made this day 20.....

by the (Bank) Address)

acting through its Manager Shri (herein-after called the surety which expression shall, where the context so admits, include its permitted assigns) in favour of the M.P. Power Transmission Company Ltd., Jabalpur being the Company constituted under the Companies Act, 1956, head quarter at Block No.2, Shakti Bhawan, Rampur, Jabalpur (here-in-aftercalled the Creditor which expression shall include its permitted assigns).

WHEREAS, by a tender notice dated.....(Tender Specification No. CEC/Trans/.....) the creditor has issued Tender for and M/s./Shri being a company registered under the Companies Act, 1956 having its registered office at

(Permanent address be given in case of individual), (here-in-after called the Debtor) have submitted the tender dtd in accordance with the instructions to tenderers attached to the notice and agreed to furnish a bank guarantee in lieu of earnest money in cash in accordance with instructions thereof for the purpose specified in the said instructions.

Signature of Surety

5. The surety shall bear stamp duty in respect of this instrument.

6.This DEED shall be deemed to have been entered into at Jabalpur and all disputes and claims, if any, out of or in respect of this contract are to be settled at Jabalpur or be triable only in any competent Court situated at Jabalpur.

7.Our liability under this guarantee is restricted to Rs.
(in words Rupees

and shall remain in force until unless a demand to enforce a claim is made under this guarantee by the M.P. Power Transmission Co. Ltd. to the Bank within six months from that date i.e. up to , the bank shall be relieved and discharged from all liabilities there under.

IN WITNESS WHEREOF

The surety has executed this deed in the presence of :

1.

.....

2.

(On behalf of Surety)

.....

Dated:

Signature of Surety

B.Q.

**Name of work :- Construction of Ladies Toilet at 132 KV S/s
Arniyakalan & Moman Barodiya.**

| Sr. No. | SOR No. | Particulars | Unit | Qty. |
|----------------|----------------|---|-------------|-------------|
| 1 | 2.6 | Earth work in excavation by mechanical means (Hydraulic excavator)/ manual means in over areas foundation trenches or drains (not exceeding 1.5 m in width or 10 sqm on plan) including dressing of sides and ramming of bottoms, lift upto 1.5 m, including getting out the excavated soil and disposal of surplus excavated soil as directed, within a lead of 50 m. All kinds of soil. | Cum | 7.00 |
| 2 | 2.25 | Filling available excavated earth (excluding rock) in trenches, plinth, sides of foundation etc. in layers not exceeding 20cm in depth, consolidating each deposited layer by ramming and watering, lead up to 50 m and lift upto 1.5 m. | Cum | 6.50 |
| 3 | 4.1.2.3 | Providing and laying in position cement concrete of specified grade excluding the cost of centering and shuttering- All work up to plinth level: M 7.5 | Cum | 1.50 |
| 4 | 6.5.2 | Brick work with well burnt open bhatta, bricks, crushing strength not less than 25kg /sqcm and water absorption not more than 20% in foundation and plinth Cement Mortar 1:6 (1 cement: 6 sand). | Cum | 4.20 |
| 5 | 6.6.2 | Brick work with well burnt open bhatta, bricks, crushing strength not less than 25kg / cm ² and water absorption not more than 20% in superstructure above plinth level and up to floor two level i/c curing etc complete. Cement Mortar 1:6 (1 cement: 6 sand) | Cum | 6.00 |
| 6 | 5.1.1 | Providing and laying in position specified grade of reinforced cement concrete (with 20mm nominal size graded stone aggregate) excluding the cost of centering, shuttering, finishing and reinforcement- All work up to plinth level : M 20 Nominal mix | Cum | 5.20 |
| 7 | 5.9.1 | Centering and shuttering including strutting, propping etc. and removal of form for : Foundations, footings, bases of columns etc. for mass concrete up to plinth level. | Sqm | 40.00 |
| 8 | 5.16 | Reinforcement for R.C.C. work including straightening, cutting, bending, placing in position and binding including cost of binding wire up to floor two level including all wastage etc. complete. | | |
| | 5.16.6 | Thermo-Mechanically Treated bars. (TMT) | Kg | 188.00 |

| Sr. No. | SOR No. | Particulars | Unit | Qty. |
|---------|-----------|---|------|-------|
| | 5.16.1 | Mild steel and Medium Tensile steel bars. | Kg | 22.00 |
| 9 | 13.2.2 | 15 mm cement plaster on rough side of single or half brick wall of mix: 1:6 (1 cement:6 sand) | Sqm | 41.00 |
| 10 | 13.8.1 | 6 mm cement plaster of mix: 1:3 (1 cement:3 sand) | Sqm | 29.00 |
| 11 | 13.3.2 | 20 mm cement plaster of mix: 1:6 (1 cement:6 sand) | Sqm | 16.00 |
| 12 | BR Item | Providing & Fixing fully glazed two track powder coated aluminum section windows of Jindal, Man or equivalent make having rectangular hollow section 62mm x 32mm, frame shutter 40mm x 12mm, two track section 62mm x 40mm, all aluminum sections 1.5 mm thick including providing 4 mm thick clear triplex glass of Modigaurd, Saint Gobain or equivalent make, handles, tower bolts, stoppers, rubber beading & clips and other necessary fittings as per approved drawing and direction of Engineer-in-charge including cost of all material, labour, T&P etc. complete. (This sample Window shall be approved by the Engineer-in-charge before its fixing in position) (Base rate- Rs.2520/- per Sqm) | Sqm | 9.00 |
| 13 | 17.2.1 | Providing and fixing white vitreous china pedestal type water closet (European type W.C. pan) with seat and lid, 10 liter low level white P.V.C. flushing cistern with manually controlled device (handle lever), conforming to IS : 7231, with all fittings and fixtures complete including cutting and making good the walls and floors wherever required : W.C. pan with ISI marked white solid plastic seat and lid | Each | 2.00 |
| 14 | 17.11.1 | Providing and fixing wash basin with C.I. brackets, 15 mm C.P. brass pillar taps, 32 mm C.P. brass waste of standard pattern, including painting of fittings and brackets, cutting and making good the walls wherever required : White Vitreous China Wash basin size 630x450 mm with a pair of 15 mm C.P. brass pillar taps. | Each | 2.00 |
| 15 | 11.28.1.2 | Granite work gang saw cut (polished and machine cut) of thickness 12 mm for wall lining (veneer work) in cement mortar 1:3 (1 cement:3 sand) including pointing with white cement mortar 1:2 (1 white cement : 2 marble dust) with an admixture of pigment to match the marble shade: (To be secured to the backing by means of cramps, which shall be paid for separately). At all floor levels. Black Area of slab over 0.50 sqm | Sqm | 3.00 |

| Sr. No. | SOR No. | Particulars | Unit | Qty. |
|---------|---------|--|------|-------|
| 16 | 19.4 | Providing and laying below ground unplasticised PVC pipe to with stand working pressure of 4 kg/cm ² solid waste pipes confirming to IS:13592 and IS:4985 including jointing with seal ring confirming to IS :5282 leaving 10mm gap for thermal expansion all necessary fittings etc. complete. | | |
| | 19.4.1 | 110 mm diameter | M | 30.00 |
| 17 | 18.42.1 | Constructing masonry Chamber 60x45x50 cm, inside with 40 class designation brick work in cement mortar 1:4 (1 cement : 4 sand) for water meter complete with C.I. double flap surface box 400x200x200 mm (inside) with locking arrangement and RCC top slab 1:2:4 mix (1 cement : 2 sand : 4 graded stone aggregate 20 mm nominal size) necessary excavation foundation concrete 1:5:10 (1 cement : 5 fine sand:10 graded stone aggregate 40 mm nominal size) and inside plastering with cement mortar 1:3 (1 cement : 3 sand) 12mm thick finished with a floating coat of neat cement complete as per standard design : with common burnt clay bricks of 25 kg/ sqcm compressive strength. | Each | 2.00 |
| 18 | 13.41 | Providing and applying Birla/J.K. or equivalent wall care exterior/interior mix putty for outer surface i/c sand papering for making the surface smooth for applying any or vinyl paint with all cost of materials, labours, and scaffolding etc. in all position complete. (this Item is to be executed only in new public buildings). | Sqm | 86.00 |
| 19 | 13.56.1 | Finishing walls with Premium Acrylic Smooth exterior paint with Silicone additives of required shade New work (Two or more coats applied @ 1.43 liter/ 10 sqm. over and including base coat of water proofing cement paint applied @ 2.20 kg/ 10 sqm). | Sqm | 70.00 |
| 20 | 13.49.1 | Wall painting with plastic emulsion paint of approved brand and manufacture to give an even shade: Two or more coats on new work | Sqm | 16.00 |

| Sr. No. | SOR No. | Particulars | Unit | Qty. |
|---------|---------|--|--------------|--------------|
| 21 | BR Item | Wiring for the following light points with 1.5 Sqm mm PVC insulated copper conductor (Finolex, Havells, Anchor or equivalent) 650 Volts grade standard wire in concealed 25 mm dia 2 mm thick rigid PVC pipe of approved make i/c switches, lamp holder, Ceiling rose (Anchor, Havells or equivalent make), GI Box/ wooden box and all other required fittings & fixtures of approved make including providing 5 Amp grid plate (Anchor, Havells or equivalent) complete. The work include cost of all material, T&P, labour, making grooves and after the work done, to make the wall & other structural components good to the desired finish complete as per direction of Engineer in Charge. Short point upto 3 m (Base Rate Rs. 157/- per No.) Medium point 3 to 6 meters (Base Rate Rs. 279/- per No.) | Each Each | 4.00 4.00 |
| 22 | BR Item | Point wiring for 3 pin, 15 Amp Socket outlet point with 15 Amp Switch on separate board with 4 Sq. mm PVC insulated copper conductor of Havells, Anchor or equivalent make and all other required fittings and fixtures of Anchor, Havells or equivalent make in 25 mm dia rigid PVC conduit 2 mm thick of approved make including 2 mm bare copper earth continuity conductor with all cost of material, tax, transportation etc. T&P, labour and making grooves & making the same good in smooth finish as directed by Engineer in Charge. Short point upto 3 m (Base Rate Rs. 247/- per No.) | Each | 2.00 |
| 23 | BR Item | Providing & Fixing 380 mm, 900 rpm wall mounting heavy duty exhaust fan of approved make (Crompton/Havells/ Bajaj or equivalent make) with motor mounting frame blades i/c fitting and making all required connections to the circuit & complete as per the direction or Engineer in Charge. (Base Rate Rs. 3150/- per No.) | Each | 2.00 |
| 24 | BR Item | Supplying & fixing of LED Bulb of Philips, Havells, Bajaj, Crompton or equivalent make including fixing in position etc. as per direction of Engineer-in-Charge. (a) 9 watt (Base rate Rs. 180/- per No.) | Each | 4.00 |
| 25 | 18.49 | Providing and placing on terrace (at all floor levels) high density sign HDPE (polyethylene) water storage tank ISI : 12701 marked with cover and suitable locking arrangement and making necessary holes for inlet, outlet and arrangement and making necessary holes for inlet, outlet and overflow pipes but without fittings and the base support for tank | Liter | 500.00 |

| Sr. No. | SOR No. | Particulars | Unit | Qty. |
|---------|-----------|---|------|-------|
| 26 | 18.9 | Providing and fixing Chlorinated Polyvinyl Chloride (CPVC) pipes, having thermal stability for hot & cold water supply including all CPVC plain & brass threaded fittings including fixing the pipe with clamps at 1.00 m spacing. This includes jointing of pipes & fittings with one step CPVC solvent cement and testing of joints complete as per direction of Engineer in Charge. | | |
| | 18.9.1 | 15 mm nominal outer dia. Pipes. | M | 20.00 |
| | 18.9.3 | 25 mm nominal outer dia. Pipes. | M | 40.00 |
| 27 | 18.32 | Providing and fixing gun metal gate valve with C.I. wheel of approved quality (screwed end) : | | |
| | 18.32.1 | 25 mm nominal bore | Each | 4.00 |
| 28 | 11.45 | Providing and laying Ceramic glazed floor tiles of any size (6-7mm thickness) of 1st quality conforming to IS : 15622 of approved make in all colours, shades, except White, Ivory, Grey, Fume Red Brown laid on 20mm thick bed of Cement Mortar 1:4 (1 Cement : 4 sand) including pointing the joints with white cement and matching pigment etc., complete. | Sqm | 8.00 |
| 29 | 11.46 | Providing and fixing Ceramic glazed wall tiles 300x450 mm or more (having thickness 6 to 7 mm) of 1st quality conforming to IS : 15622 of approved make in all Colours shades, Except burgundy, Bottle green, Black, laid on 12mm thick bed of Cement Mortar 1:3 (1 Cement : 3 sand) jointed with grey cement slurry @3.3 kg per sqm including pointing the joints with white cement and matching pigment etc., complete. | Sqm | 24.00 |
| 30 | 17.68.3 | Providing and fixing mirror of superior glass (of approved quality) and of required shape and size with plastic moulded frame of approved make and shade with 6 mm thick hard board backing: Oval shape 450x350mm (outer dimensions) | Each | 2.00 |
| 31 | 17.73 | Providing and fixing CP brass towel rail of approved quality and make | | |
| | 17.73.1 | 600x20mm | Each | 2.00 |
| 32 | 12.33.5.2 | Providing and fixing on wall face unplasticised- PVC moulded fittings/accessories for unplasticised Rigid PVC Rain water pipes conforming to IS : 13592 Type A including jointing with seal ring conforming to IS : 5382 leaving 10 mm gap for thermal expansion. Bend 87.5° 110 mm bend | Each | 8.00 |
| 33 | 17.61.1 | Providing & Fixing uPVC trap of self cleaning design complete. Including cost of cutting and making good the wall and floors 100 mm inlet and 75 mm outlet | Each | 4.00 |

| Sr. No. | SOR No. | Particulars | Unit | Qty. |
|---------|-----------|--|------|------|
| 34 | 12.33.4.2 | Providing and fixing on wall face unplasticised- PVC moulded fittings/accessories for unplasticised Rigid PVC Rain water pipes conforming to IS : 13592 Type A including jointing with seal ring conforming to IS : 5382 leaving 10 mm gap for thermal expansion. Single tee without door 110x110x110 mm | Each | 4.00 |
| 35 | 18.50.1 | Providing and fixing C.P. brass bib cock of approved quality conforming to IS:8931 - 15 mm nominal bore. | Each | 4.00 |
| 36 | 11.34.1 | Kota stone slab flooring over 20 mm (average) thick base laid over and jointed with grey cement slurry mixed with pigment to match the shade of the slab including rubbing and polishing complete with base of cement mortar 1 : 4 (1 cement : 4 sand) : 25 mm thick. | Sqm | 2.00 |
| 37 | 17.78.1 | Providing and fixing C.P. brass grating of approved quality and make conforming to IS: specification 100 mm dia. | Each | 2.00 |
| 38 | 17.75 | Providing and fixing CP brass soap dish of approved quality and make | Each | 2.00 |

A.E. O/O S.E. (T&C)

MPPTCL Ujjain