



सत्यमेव जयते

भारत सरकार / GOVERNMENT OF INDIA

परमाणु ऊर्जा विभाग / DEPARTMENT OF ATOMIC ENERGY

राजा रामन्ना प्रगत प्रौद्योगिकी केन्द्र / RAJA RAMANNA CENTRE FOR ADVANCED TECHNOLOGY

निर्माण एवं सेवा विभाग / Construction & Services Division

## TECHNICAL BID

### SALIENT GOVERNING FEATURES OF THE TENDER / WORK

(Operative Schedules of Individual Tender)

कार्य का नाम / NAME OF WORK: -----at **RRCAT, Indore.**

निविदा क्रमांक / NIT NO. : **RRCAT/C&S/C/ ----- dated: -----.**



TENDER ISSUED TO:

**NAME OF THE AGENCY :**

**M/s.** .....

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.....

**Chief Engineer, RRCAT, Indore**

Office of Head CSD, Raja Ramanna Centre for Advanced Technology, P.O: CAT, Indore -452013, (M.P), India,  
Fax No : 91-731-2488866, Tel . no. : 917312488862, Email : csdoff@rrcat.gov.in

कार्यालय प्रमुख नि.एवंसे.विभाग, राजा रामन्ना प्रगत प्रौद्योगिकी केन्द्र , पो. - केट, इंदौर-452013 (म.प्र.), भारत,

फेक्स - 91-731-2488866, दूरभाष - 917312488862, ईमेल- csdoff@rrcat.gov.in

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**GOVERNMENT OF INDIA**  
**DEPARTMENT OF ATOMIC ENERGY**  
**RAJA RAMANNA CENTRE FOR ADVANCED TECHNOLOGY**

**SECTION-I : PRE-QUALIFICATION CUM NOTICE INVITING e-TENDER**

Chief Engineer, Raja Ramanna Centre for Advanced Technology, P.O. RRCAT, Indore, on behalf of President of India invites online item rate tender (**in two bids**), from eligible contractors on approved list of CPWD, MES, Railways, State PWDs, Public Sector Undertakings of Central or State Governments / Central Autonomous bodies or those having adequate experience and capabilities to execute similar works of such magnitude in Department of Atomic Energy (DAE).

**Name of work:-** ---- at RRCAT, Indore.

**ESTIMATED COST:** ₹ ----- lakh.

**Earnest Money Deposit (EMD) :** ₹ -----/-.

**INFORMATION AND INSTRUCTIONS FOR BIDDERS FOR e-TENDERING**

**PART A: GUIDELINES FOR E-TENDERING :-**

1.	It is mandatory for all the applicants to have <b>class-III digital signature certificate</b> from any of the licensed Certifying Agency to participate in e-tendering
2.	In order to participate in online e-tendering process, it is mandatory for the applicants to have user <b>ID &amp; password</b> to get access to the website <a href="http://www.tenderwizard.com/DAE">www.tenderwizard.com/DAE</a> . The applicants have to get registered their firm / company with the service provider, M/s ITI Limited for user ID & password. The registration shall be done by paying an annual registration fees to M/s ITI Limited and completing other formalities as mentioned in website. Validity of online registration is for one year from date of its issuance and be subsequently renewed. For assistance/clarifications please contact mobile 8602465460, e-mail: <a href="mailto:twhelpdesk777@gmail.com">twhelpdesk777@gmail.com</a>
3.	The applicants, who have already obtained such valid user ID and password from M/s ITI Limited, for any other work of DAE, need not obtain fresh user ID and password for the purpose of participation in the present tender.
4.	The services for e-tendering in RRCAT / DAE is provided by M/s ITI Ltd., Tender wizard Help Desk Centre, B-1/5A, 2 <sup>nd</sup> FloorMain Nazafgarh Road Near Janakpuri Metro Station (East) Janakpuri, NewDelhi-110058, FaxNo:91-11-25618721 Ph No: 011-49424365, e- mail : <a href="mailto:daehelpdesk@etenderwizard.co.in">daehelpdesk@etenderwizard.co.in</a>
5.	The tender shall be submitted online in the prescribed format before the date and time as mentioned in NIT. No other mode of submission is acceptable.
6.	The applicants have to upload the details of DD towards the cost of tender fees and processing fees, before the last date & time and download the tender documents from the e-tendering portal only, otherwise, it will not be possible for them to upload the tender on the e-tendering portal. Note : Downloading the tender documents without confirmation of payment details on web site <a href="http://www.tenderwizard.com/DAE">www.tenderwizard.com/DAE</a> shall not be valid and rejected summarily Tenderers are advised to upload their documents well in time, to avoid last minutes rush on the server or complications in uploading. RRCAT, in any case, will not be responsible for any type of problem in uploading the documents. No hard copies for tender submission shall be entertained.
7.	Online submission of the tender document after the due date and time shall not be permitted. Time being displayed on e-tendering portal of RRCAT shall be final and binding on applicant. No hard copies for tender submission shall be entertained.
8.	The tenderers are advised to submit their documents online well before the due date & time. RRCAT shall not be responsible for any delay in submission of documents for any reason including server and technical problems.
9.	In case of any problem with the submission of the online tender document, the applicant may have the assistance of help desk or use the help manual given on the said website or mobile and e-mail mentioned above.

10	<b>Bidders may please note the following <i>also</i> regarding taxes and other liabilities etc:</b>
	<p>(i) This work comes under <b>Works Contract</b>. Taxes applicable for such contracts must therefore be included in the quoted rates.</p> <p>(ii) The contractor should be registered as mandated in the law relevant to GST.</p> <p>(iii) The <b>Goods &amp; Services Tax (GST)</b> as applicable for “individual materials, equipments, tools etc” and “individual items as well as overall offer” need to be included in the quoted rates/tender offer. Department shall not entertain any claim pertaining to reimbursement of GST, WCT, Turnover tax, Income tax, Corporation tax, Labour cess and all other taxes etc lawfully paid by the contractor.</p> <p>(iv) Labour Welfare Cess @ 1 % of gross value of work done shall be deducted from each running bill &amp; final bill.</p> <p>(v) Applicable, income tax/corporation tax, cess, security deposit etc shall be deducted from each running bill &amp; final bill.</p> <p>(vi) The bidder must possess valid EPF &amp; ESIC registration as per relevant laws. The bidders need to deposit EPF&amp;ESIC with appropriate authority. The reimbursement for the same shall be made upon submission of satisfactory &amp; genuine documentary evidence. The bidder therefore need not consider EPF &amp; ESIC in the quoted rates.</p> <p>(vii) The payment of wages to labourers should be made through bank.</p>

## PART B: NIT DETAILS :-

1	NIT No.	<b>NIT NO. : RRCAT/C&amp;S/C/ ----- dated -----</b>
2	Name of work	----- at RRCAT, Indore.
3	Estimated cost put to tender	<b>₹ -----.00 lakh.</b>
4	EMD	<p><b>OPTION 1:</b> Earnest Money Deposit (EMD) of ₹ -----/- in the form of Treasury challan/Deposit at call receipt/ banker's cheque/ demand draft or Fixed Deposit Receipt, issued by a Scheduled bank, in favour of Pay &amp; Accounts Officer, RRCAT, Indore.</p> <p><b>Note :</b> EMD in the form of Cheque will not be accepted.</p> <p style="text-align: center;"><b>OR</b></p> <p><b>OPTION 2:</b> Bidders may furnish EMD partly as above and partly as Bank Guarantee (BG) issued by a Scheduled Bank. In such case</p> <p>a) ₹ -----/- will have to be deposited in the form prescribed above</p> <p><b>along with</b></p> <p>b) Balance amount of earnest money ₹ ----- /- in the form of Bank Guarantee (BG) to be issued by a Scheduled Bank drawn in favour of Pay &amp; Accounts Officer, RRCAT, Indore. The BG shall remain valid up to 180 days from last date of submission of online bid. If subsequently the date of online submission is extended, validity period of BG need not be increased further at this stage.</p> <p><b>BG shall be accepted in combination only. BG alone shall not be accepted.</b></p>
5	Completion period	----- <b>Months</b> including rainy season.
6	Fee of Tender Document	NIL being e tender
7	Tender Processing Fee	₹ ----- /-, by e-payment through electronic mode (Non refundable) in favour of M/s ITI Limited, New Delhi.
8	Security Deposit	2.5% of gross amount of running as well as final bill.
9	Performance Guarantee	5% of tendered value.
10	Dates of availability of Tender Documents for download	From ----- (10:00 Hrs.) to ----- (15:00 Hrs.) on website <a href="http://www.tenderwizard.com/DAE">www.tenderwizard.com/DAE</a> . Detailed NIT is also available on website

		<a href="http://www.rrcat.gov.in">www.rrcat.gov.in</a>
11	Pre-bid clarification by agencies if any	Not Applicable
12	Last date and time of closing of uploading / online submission of tender. <b>(First Stage)</b> .	Up to <b>15:00 hrs. on -----</b> .
13	<b>Submission of EMD in original.</b>	<b>EMD in original need to be furnished at any time from 9:00 hours on ----- to 15:15 hrs. on ----- during working days in the Office of Pay &amp; Accounts Officer, PO-RRCAT, Indore 452013. EMD should be submitted preferably in person. However EMD sent by SPEED POST only will also be considered provided the same is received within due date &amp; time at above office. EMD sent through any other modes shall not be accepted.</b>
14	Date and time of online opening of all scanned commercial/technical documents after finding that scanned EMD is in order <b>(Technical bid)</b>	<b>15:30 hrs. on -----</b> in the Office of Pay & Accounts Officer, PO-RRCAT, Indore 452013.
15	Date of opening of Financial Bids of qualified bidders <b>(Financial Bid)</b>	Will be notified at a later date to such eligible bidders whose credentials are in order.

**Note :** Department reserves the right to accept or reject the tender(s) in full or in part, without assigning any reason thereof. Tenders with any condition including conditional rebate shall be rejected forthwith.

## **PART C: TENDER REQUIREMENTS FOR ELIGIBILITY :-**

1	<b>Contractors who fulfil the following requirements shall ONLY be eligible to apply. (Joint ventures are not accepted).</b>
1,1,	<b>Proof of registration</b> with Government / Semi Government organizations like CPWD, MES, BSNL, Railways, State PWDs etc. in appropriate class <b>OR</b> having experience in execution of similar nature of works.
1.2	Should have satisfactorily completed the works as mentioned below during the last <b>seven years ending on the last day of the month previous to the one in which the tenders are invited:</b> <ol style="list-style-type: none"> <li>Three similar works each costing not less than ₹ ---- lakh.</li> <li>Two similar works each costing not less than ₹ ---- lakh.</li> <li>One similar work costing not less than ₹ --- lakh..</li> </ol> <p><b>Important Note :</b></p> <ol style="list-style-type: none"> <li><b>Similar work shall mean: experience of ----- etc.,</b></li> <li>Cost of work shall mean gross value of the <b>completed work</b> including the cost of materials supplied by the Client, but excluding those supplied free of cost. The value of executed works shall be brought to the current costing level by enhancing the actual value of work at a simple rate of 7% per annum; calculated from the date of completion to the last date of receipt of applications for tender.</li> <li>If the eligible similar works are <b>not</b> carried out in Central Government / State Government / Public Sector Undertaking of Central or State Governments / Central Autonomous bodies, <b>then TDS certificates should be produced by bidder for the same.</b></li> </ol>

1.3	Should have had <b>average annual financial turnover of ₹ -----.00 lakh</b> on construction works during the last three years ending <b>31st March, 2017</b> . (Scanned copy of Certificate from CA to be uploaded)
1.4	Should not have incurred any loss in more than two years during the last five years ending <b>31st March, 2017</b> .
1.5	Should have <b>valid bank solvency of minimum of ₹ ----- lakh not older than 03.09.2017</b> .
1.6	The bidding capacity of the bidder should be equal to or more than estimated cost put to tender. The details regarding this are available in the section titled " <b>Bidder's Eligibility Criteria</b> ".
1.7	List of <b>works in hand</b> & List of <b>works including SIMILAR work carried out</b> by them for last <b>7 years counted from last date of submission of bid</b> indicating i) Agency for whom executed, ii) Value of work, iii) Completion time as stipulated and actual, or present position of the work. The format is available in the section titled " <b>Bidder's Eligibility Criteria</b> ".
1.8	<b>List of construction plant, machinery</b> equipments, accessories & infrastructure facilities possessed by the agency to complete the work in time.
1.9	<b>List of technical staff</b> they possess and proposed to deploy for the work
1.10	<b>CERTIFICATES:</b> (Scanned copy of original certificates to be uploaded).Please see part D also. i) Performance Certificates ii) WCT registration certificate, if applicable. iii) GST Registration. iv) PAN (Permanent Account Number) Registration. v) EPF and ESIC registrations
1.11	<b>UNDERTAKING as under:-</b> I/We undertake and confirm that eligible similar works(s) has/have not been got executed through another contractor on back to back basis. Further that, if such a violation comes to the notice of Department, then I/we shall be debarred for bidding in DAE in future forever. Also, if such a violation comes to the notice of Department before date of start of work, the  Engineer-in-Charge shall be free to forfeit the entire amount of Earnest Money Deposit/Performance Guarantee.( <b>Scanned copy to be uploaded at the time of submission of bid</b> ).
2	The intending bidder must read the terms and conditions as per "SECTION – 1: NOTICE INVITING TENDERS" OF " <b>CONDITIONS AND CLAUSES OF CONTRACT – 2008</b> " carefully. <b>He should only submit his bid if he considers himself eligible and he is in possession of all the documents required.</b>  Department reserves the right of Non-consideration of Tender documents of the agencies who are not fulfilling the NIT stipulations and / or having adverse report on the works carried out by them in the past.
3	Information and Instructions for tenderers posted on website shall form of tender document.
4	<b>The tender document consisting of plans, specifications, the schedule of quantities of various types of items to be executed and the set of terms and conditions of the contract to be complied with and other necessary documents can be seen and downloaded from website <a href="http://www.tenderwizard.com/DAE">www.tenderwizard.com/DAE</a> free of cost. The detailed NIT can also be viewed &amp; downloaded from <a href="http://www.rrcat.gov.in">www.rrcat.gov.in</a>.</b>
5	The bid can only be submitted after uploading the mandatory scanned documents such as Demand Draft or Pay order or Banker's Cheque or Deposit at call Receipt or Fixed Deposit Receipts and Bank Guarantee of any Scheduled Bank towards cost of tender document and EMD in favour of " <b>PAY AND ACCOUNTS OFFICER, RRCAT,INDORE</b> " and Processing Fee in favour of " <b>ITI LIMITED, NEW DELHI</b> " and other documents as specified.

6	<b>On opening date, the contractor can login and see the bid opening process.</b>
7	<b>Certificate of Financial Turn Over:</b> At the time of submission of bid, contractor may upload <b>Undertaking</b> / Certificate from CA mentioning Financial Turnover of last 3 years or for the period as specified in the bid document.
8	Contractor must ensure to quote rate of each item. The column meant for quoting rate in figures appears in <b>YELLOW</b> colour and the moment rate is entered, it turns <b>SKY BLUE</b> . In addition to this, while selecting any of the cells a warning appears that <b>if any cell is left blank the same shall be treated as "0"</b> . Therefore, if any cell is left blank and no rate is quoted by the bidder, rate of such item shall be treated as "0" (ZERO).
9	Canvassing in connection with tenders are strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable for rejection.
10	The Department reserves the right to accept / reject any prospective application without assigning any reason thereof.
11	Short listing of the agencies shall be subject to thorough verification of their credentials by RRCAT.
12	<b>IF ANY INFORMATION FURNISHED</b> by the applicant is found to be incorrect at a later stage, they shall be liable to be debarred from tendering / taking up works in RRCAT.
13	<b>NO MODIFICATIONS IN THE TENDER SHALL BE ALLOWED AFTER OPENING OF PART 'A'.</b>
14	If any tenderer withdraws his tender within the validity period and before award of work whichever is earlier or make any modifications in terms and conditions of the tender which are not acceptable to the department, then the government shall without prejudice to any right or remedy, be at liberty to forfeit 50% (Fifty percent) of the earnest money absolutely.  Further, the tenderer shall not be allowed to participate in the re-tendering process of the work.
15	In the case of bids in three stage system and if it is desired to submit revised financial bid then it shall be mandatory to submit revised financial bid. If not submitted then the bid submitted earlier shall become invalid.
16	The successful bidder whose tender is accepted will be required to obtained Police verification certificate (PVC) issued by the office of the superintending of Police of concerned District his own cost for his all workmen i.e. Engineers, supervisors and labourers to work inside RRCAT and should quote accordingly. The PVC will be valid for three years.  In case of receipt of any adverse charter and antecedent remarks/notification against the contractor/company/firm/proprietor and/or his contract personnel, consequent to the security vetting, RRCAT reserved absolute right to terminate the contract forthwith without assigning reason/show cause notice. Under the circumstances the contractor will have no right to claim good any loss/liability that may be incurred as consequence to the above action initiated by RRCAT. RRCAT also reserved the right to forfeit in part/full performance guarantee and/or security deposit in possession of the government for failure on the part of the contractor to abide/adhere to the security instruction issued by DAE/RRCAT from time to time.

**NOTE: PROSPECTIVE AGENCIES SHALL SATISFY THEMSELVES OF FULFILLING ALL THE NIT CRITERIA BEFORE SUBMISSION OF TENDER. DEPARTMENT RESERVES THE RIGHT OF NON CONSIDERATION OF TENDER OF THE AGENCIES NOT FULFILLING THE STIPULATED CRITERIA.**

## **PART D : LIST OF DOCUMENTS TO BE SCANNED & UPLOADED**

1	Financial Turn Over of <b>three years</b> preceding financial year 2016-17 duly certified by CA
2	Profit & Loss statements of <b>last 5 years</b> preceding financial year 2016-17 duly certified by CA

3	Latest Bank Solvency Certificate <b>not older than xxxxxxxxxx</b> .
4	List of <b>SIMILAR WORKS completed</b> in last 7 years indicating: i) Agency for whom executed ii) Value of Work, iii) Stipulated and actual time of completion.
5	List of <b>WORKS in Hand</b> indicating: i) Agency ii) Value of Work, iii) Stipulated time of completion / present position.
6	List of Construction Plants and Machinery
7	List of Technical Staff proposed to be deployed including e mail ID of key persons to be contacted for inspection.
8	<b>Certificates:</b>
i)	Registration certificate, if any
ii)	Certificates of Work Experience / Performance Certificates
iii)	Certificate of Registration for EPF/ESIC/GST / WCT all as applicable.
iv)	PAN (Permanent Account Number) Registration
9	Undertaking that the eligible similar work(s) have not been executed through another contractor on back to back basis.
10	Demand Draft of any Scheduled Bank/ e payment details towards <b>cost of Processing Fee</b> .
11	FDR from any Scheduled Bank against <b>EMD</b> .
12	Bank Guarantee of any Scheduled Bank against part EMD if any.
13	Undertaking for having gone through the documents as per Technical Bid.
14	Undertaking that stipulations of Pre bid clarifications issued by the Department have been accounted for.
15	Copy of Pre bid clarifications issued by the Department need to be signed by the bidder followed by scanning & uploading in the Technical Bid before submission of bid.

**Note: The bidder need to furnish physical EMD; only after submission of online bid but well before last stipulated date & time. If the date of submission of physical EMD and opening of tender is declared as holiday, then these dates may be treated as next working day. The dates of online activities shall however remain unchanged.**

Chief Engineer, RRCAT  
For and on behalf of President of India





**GOVERNMENT OF INDIA**  
**DEPARTMENT OF ATOMIC ENERGY**  
**RAJA RAMANNA CENTRE FOR ADVANCED TECHNOLOGY**

**e-TENDER NOTICE**

e NIT NO: RRCAT/C&S/C/----- dated: -----.

Online item rate tenders are invited through e-tendering mode by Chief Engineer, RRCAT, PO-RRCAT, Indore, 452013, on behalf of President of India **in two bids**, from eligible contractors for the work “----- **at RRCAT, Indore.**”

Estimated cost **Rs----- Lakh**. EMD **Rs-----/-**. Completion Period ---- **Months**. Tender Processing Fee **Rs----- /-**.

Detailed NIT & tender document can be downloaded from the website [www.tenderwizard.com/DAE](http://www.tenderwizard.com/DAE), from ----- (10:00 Hrs) to (15.00 Hrs) on -----. Date of Pre-bid meeting Not applicable. Last date of **closing** of tender uploading (i.e. submission ---- (15:00 Hrs). Submission of physical EMD from 9.00 hours on ----- to 15.15 hrs. on ----. Online opening of Technical Bid on ----- at 15:30 Hrs. Financial Bids of qualified bidders will be opened at a later date to be notified separately. The detailed NIT can also be viewed & downloaded from [www.rrcat.gov.in](http://www.rrcat.gov.in).

After free viewing of Tender Documents in PDF Format, interested agency to download Technical & Financial Bids in Excel Format for participating, using their User ID / Password & Class III DSC before last date of sale. Registered agencies only can purchase / download & submit / upload tenders.

Agencies may visit above website for **registration**. Contact for assistance / clarifications @ **8602465460**, e-mail: [twhelpdesk777@gmail.com](mailto:twhelpdesk777@gmail.com)

**Chief Engineer, RRCAT**



## INFORMATION AND INSTRUCTIONS FOR BIDDERS FOR e-TENDERING

The existing "SECTION – 1 : NOTICE INVITING TENDERS" OF "CONDITIONS AND CLAUSES OF CONTRACT – 2008" (P.5 & 6) in use for 2/3 bid TENDERING has been modified as per the requirement of e-Tendering. The modified VERSION OF THE SAME" is enclosed as **CS-13 (Correction Slip – 13 to Conditions and Clauses of Contract -2008)**.

1	The tender document consisting of plans, specifications, the schedule of quantities of various types of items to be executed and the set of terms and conditions of the contract to be complied with and other stipulated documents can be downloaded by prequalified agency and who is registered with DAE e-Tendering portal of TENDERWIZARD on the website <a href="http://www.tenderwizard.com/DAE">www.tenderwizard.com/DAE</a> .
2	<b>OBTAINING OF STANDARD DOCUMENTS:</b> In addition to the above, the prospective agencies shall be required to possess following documents with them separately, which shall form part of the Tender Documents for this work.  These documents can be downloaded from <a href="http://www.tenderwizard.com/DAE">www.tenderwizard.com/DAE</a> or <a href="http://www.rrcat.gov.in">www.rrcat.gov.in</a> free of cost. <b>OR</b> Printed books subject to availability can be purchased on payment of prices indicated below from Head C&S's Office, RRCAT, P O CAT, Indore 452013. Payment for the same can be made either in cash or in the form of DD drawn in favour of Pay and Accounts Officer, RRCAT, payable at Indore:
3	The bid can only be submitted after uploading the mandatory scanned documents such as Demand Draft or Pay order or Banker's Cheque or Deposit at call Receipt or Bank Guarantee of any Scheduled Bank towards cost of Tender Document Fee and EMD in favour of " <b>PAY &amp; ACCOUNTS OFFICER, RRCAT, INDORE</b> " and paying Tender Processing Fee online or alternately in the form of DD in favour of " <b>ITI LIMITED, NEW DELHI</b> " and other documents as specified.
4	<b>Those contractors not registered on the website mentioned above, are required to get registered. If needed, they can be imparted training for online bidding process as per details available on the website.</b>
5	<b>The intending bidder must have valid class-III digital signature to submit the bid.</b>
6	Contractor must ensure to quote rate of each item. The column meant for quoting rate in figures appears in <b>YELLOW</b> colour and the moment rate is entered, it turns <b>SKY BLUE</b> . In addition to this, while selecting any of the cells a warning appears that <b>if any cell is left blank the same shall be treated as "0"</b> . Therefore, if any cell is left blank and no rate is quoted by the bidder, rate of such item shall be treated as "0" (ZERO).
7	The Department reserves the right to accept / reject any prospective application without assigning any reason thereof.

TENDER APPROVING AUTHORITY

GOVERNMENT OF INDIA  
DEPARTMENT OF ATOMIC ENERGY  
DIRECTORATE OF CONSTRUCTION, SERVICES AND ESTATE MANAGEMENT

**SECTION - 2 : ITEM RATE TENDER & CONTRACT FOR WORKS**

- i) Name of work:- -----**at RRCAT, Indore.**
- iv) Pre-bid meeting ----- at the office of Head , Construction & Services Division, PO-RRCAT, Indore 452013
- ii) Last date & time of online submission ----- **(15:00 Hrs.)**
- iii) Period of submission of original and copy of eligibility documents. uploaded EMD **From 9.00 hours on ----- to 15.15 hrs. on -----\* during working days in the Office of Pay & Accounts Officer, PO-RRCAT, Indore 452013.**
- iii) Date and time of online opening of uploaded EMD, Technical and Commercial documents. **15.30 hrs. on -----\* in the Office of Pay & Accounts Officer, PO-RRCAT, Indore 452013.**  
**\* Next working day in case of holiday.**

TENDER DOCUMENTS ISSUED TO M/S. ....  
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Chief Engineer, RRCAT  
Raja Ramanna Centre for Advanced Technology  
For and on behalf of President of India

Date of issue: .....

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**TENDER**

I / We have read, examined and understood the Notice Inviting Tender, Salient Governing Features of the Tender / Work including Schedules A, B, C, D, E & F, **Specifications Books \***, Drawings and Designs, General Rules & Directions, General Clauses of Contract, Special Clauses of Contract & other documents and rules referred to in the **Conditions and Clauses of Contract – 2008 \*** and all other contents in the tender documents for the work.

I / We, hereby tender for the execution of the work specified for the President of India within the time specified in Schedule "F", viz., Schedule of Quantities and in accordance in all respects with the specifications, designs, drawings and instructions in writing referred to in Rule 1 of General Rules and Directions and in Clause - 11 of the General Clauses of Contract and with such materials as are provided for, by, and in respects in accordance with, such conditions so far as applicable.

We agree to keep the tender open for **one hundred eighty (180) days** from the last date of its submission and not to make any modifications in its terms and conditions.

A sum of **Rs. -----** /- in the form of **DD / Bank Guarantee** shall be deposited as Earnest Money as per stipulations in the NIT / Tender documents.

Consequent to the award of the subject work, If I / we, fail to furnish the prescribed performance guarantee within prescribed period, I / we agree that the said President of India or his successors in office shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely. Further, if I / we fail to commence work as specified, I / we agree that President of India or his successors in office shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the said earnest money and the performance guarantee absolutely, otherwise the said earnest money shall be retained by him towards security deposit to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to therein and to carry out such deviations as may be ordered, upto maximum of the percentage mentioned in **Schedule "F"** and those in excess of that limit at the rates to be determined in accordance with the provision contained in Clause 12.2 and 12.3 of the tender form. Further, I / We agree that in case of forfeiture of earnest money or both Earnest Money & Performance Guarantee as aforesaid, I / We shall be debarred for participation in the re-tendering process of the work.

I / We hereby declare that I / We shall treat the tender documents, drawings and other records connected with the work as secret / confidential documents and shall not communicate information derived there-from to any person other than a person to whom I / We am / are authorised to communicate the same or use the information in any manner prejudicial to the safety of the State.

**Signature of Contractor**  
Postal Address

**Dated**

**Witness**

**Address**

**Occupation**

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**A C C E P T A N C E**

The above tender (as modified by you as provided in the letters mentioned hereunder) is accepted by me for and on behalf of the President of India for a sum of Rs...../- (Rupees..... ).

The letters referred to below shall form part of this contract Agreement.

- i)**
- ii)**
- iii)**

Signature  
Designation: Chief Engineer, RRCAT  
**For & on behalf of the President of India**

Dated .....

\* \* \*

**Salient Governing Features of the Tender / Work  
Proforma of Schedules\***

\*: Please refer “**SALIENT GOVERNING FEATURES OF THE TENDER / WORK**” (SGF) for blanks

<b>SCHEDULE 'A' :</b>			
S.N	TITLE	PARTICULARS	PAGE
1.	Tender Notice No	NIT No. : <b>RRCAT/C&amp;S/C/-----dated-----</b>	
2	Notice Inviting Tenders (NIT) details	i) NIT as published in News Papers	attached
		ii) NIT as Logged on to Web Site	attached
3	Scope and location of the work:	<i>(Pl. Refer SGF)</i>	
4	Time Schedule for the work:	<i>(Pl. Refer SGF)</i>	
5	List of drawings	<i>(Pl. Refer SGF)</i>	
6	List of changes in conditions of contract	CDN / C -1 (CS-1 to CS-12) & CS-13	
7	List of changes in specifications	As shown below	
	a) Civil work -	<i>(Pl. Refer SGF)</i>	
	b) PH works -	<i>(Pl. Refer SGF)</i>	
	c) Electrical works -	<i>(Pl. Refer SGF)</i>	
8	<b>Schedule of Quantities (Enclosed) -</b>	<i>(Pl. Refer SGF)</i>	

<b>SCHEDULE 'B' :</b>				
Schedule of materials to be issued to the contractor				
S. No	Description of item	Quantity	Rates at which the Materials will be charged to the contractor	Place of issue
1	2	3	4	5
1.	Cement in bags	NIL	Not applicable	NA
2.	Re-Bars for RCC	NIL	Not applicable	NA
3.	Water for const. purpose	NIL	Not applicable	NA
4.	Electricity for const. purpose	As required	<b>Rs-- per KWH</b>	As per clause 19 Of the tender conditions.

<b>SCHEDULE 'C' :</b>
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Land earmarked for temp. infrastructures and Tools & plants to be hired to the contractor			
S.No	Description	Hire charges	Place of Issue
1	2	3	4
1.	Area for storage / site office (SCC-11)	Not applicable	Not applicable
2.	Temporary Buildings (SCC-12)	Not applicable	Not applicable
3.	Labour hutments (SCC-12)	Not applicable	

### **SCHEDULE 'D' :**

Extra schedule for specific requirements / documents for the work, if any  
**Particularly for Security guidelines, Gate pass, lift, tower crane etc,**

**NIL**

### **SCHEDULE 'E' :**

Schedule of component of Cement, Steel, other Materials, Labour etc. for price escalation.

*(Pl. Refer SGF)*

#### **CLAUSE 10 CC**

1	Component of Cement - expressed as percent of total value of work	Xc	
2	Component of Steel - expressed as percent of total value of work	Xs	
3	Component of civil (except cement & steel) / Electrical construction Materials - expressed as percent of total value of work:	Xm	
4	Component of Labour - expressed as percent of total value of work	Y	
5	Component of P.O.L. - expressed as percent of total value of work	Z	

### **SCHEDULE 'F' :**

Reference to Book of DAE Conditions & Clauses of Contract to be followed for this work		<b>Uploaded</b>
Name of Work		<b>As per NIT</b>
Estimated cost of work :	Rs.	<b>As per NIT</b>
i) Earnest money	Rs.	<b>As per NIT</b>
ii) Performance Guarantee	5% of tendered value	<b>As per Tender</b>
iii) Security Deposit	2.5% of Gross value of running & final bills.	<b>As per Tender</b>

### **General Rules & Directions :**

Tender inviting authority	<b>Chief Engineer, RRCAT</b>	
Maximum percentage for quantity of Items of work to be executed beyond which rates are to be determined in accordance with Clauses 12.2 & 12.3.		See Clause-12 below

<b>Definitions :</b>		
2(v)	Engineer-in-charge	-----, C&S Division, RRCAT
2(viii)	Accepting Authority	Chief Engineer, RRCAT
2(x)	Percentage on cost of materials and labour to cover all overheads & profits	15% (Fifteen percent)
2(xii)	Department	C&S Division Raja Ramanna Centre for advanced Technology, Department of Atomic energy
9(ii)	Standard Contract Form of Deptt.	Item Rate Tender

<b>Clause - 1 :</b>	
i) Time allowed for submission of Performance Guarantee from the date of issue of letter of acceptance / WO.	15 days thereafter with late fee @ 0.1% per day, of performance guarantee amount.

<b>Clause - 2 :</b>	
Authority for fixing compensation under clause 2.	(Pl. Refer SGF)

<b>Clause - 5 :</b>	
Number of days from the date of issue of letter of acceptance / WO for reckoning date of start.	(Pl. Refer SGF)
Mile stone(s) as per table given below:	

<b>TABLE OF MILE STONE(S)</b>			
Sl. No.	Description of Milestone (Physical)	Time Allowed in days (from date of start)	Amount to be with-held in case of non achievement of milestone
1.	<u>PI Refer SGF</u>		
2			

<b>TIME ALLOWED FOR EXECUTION OF WORK</b>	<b>---- MONTHS</b>
-------------------------------------------	--------------------

<b>Clause applicable - (6 or 6A) :</b>	Clause 6 for Manual Billing / Clause 6A for Computerised Billing	6 A
----------------------------------------	------------------------------------------------------------------	-----

<b>Clause - 7 :</b>
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Gross work to be done together with net payment / adjustment of advances for material collected, if any, since the last such payment for being eligible to <b>interim payment</b> .	Rs ----- lakh
-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	---------------

<b>Clause - 10A :</b>	<b>Based on magnitude of the work, Units to decide</b>	
List of testing equipments to be provided by the contractor at site lab. <i>(Pl. Refer SGF)</i>		
4	5	6

<b>Clause - 10B(ii) :</b>	<b>(Mobilisation Advance)</b>	
Whether Clause 10 B (ii) shall be applicable	<b><u>No/If yes, Clause of Tender Condition to be followed.</u></b>	

<b>Clause - 10C :</b>	
Component of labour expressed as percent of value of the work	<b>25%</b>

<b>Clause - 10CA :</b>			
	Materials Covered under this Clause	Nearest Material for which All India Wholesale Price Index is to be followed	<b>Basic Rate</b>
1			

**Note:** Base price for materials given above are only for regulating operation of clause 10-CA. The tenderers are requested to consider prevailing market rates while quoting the rates.

<b>Clause - 10CC :</b>	
Clause 10 CC to be applicable in contracts with stipulated period of completion exceeding the period shown in next column.	<b>12 Months</b>

<b>Clause - 11 :</b>	
Specifications to be followed for execution of this work	<b><i>(Pl. Refer SGF)</i></b>

<b>Clause - 12 :</b>		
12.2 & 12.3	Deviation Limit beyond which clauses 12.2 & 12.3 shall apply for <b>building /road work</b>	<b>30%</b>
12.5	Deviation Limit beyond which clauses 12.2 & 12.3 shall apply for <b>foundation work etc</b>	<b>100%</b>
12.5	Deviation Limit beyond which clauses 12.2 & 12.3 shall apply for <b>maintenance work</b>	<b>50%</b>

**Clause – 16 :**

Competent Authority for deciding reduced rates.

**Chief Engineer/Director, RRCAT****Clause – 18 :** (To be incorporated by the Units, based on merit of the particular work)List of mandatory machinery, tools & plants to be deployed by the contractor at site: **(Pl. Refer SGF)**

4	5	6

**Clause – 36(i) :** Requirement of Technical Representative(s) and recovery Rate**(Pl. Refer SGF)**

Sl. No.	Minimum Qualification of Technical Representative	Discipline	Designation (Principal Technical / Technical representative)	Min. Exp. In yrs.	No.	Rate at which recovery shall be made from the contractor in the event of not fulfilling provision of clause 36(i). <b>(Rupees in figures &amp; words)</b>
1.	Diploma in Engineering	Civil	Technical Representative reporting to Graduate Engineer or contractor	5	--	<b>Rs.-----</b>
2	Bachelor of Engineering	Civil	Technical Representative reporting to contractor	3	--	<b>Rs.</b>

Assistant Engineers / Scientific Officer- "C", retired from Govt. services that are holding Diploma, will be treated at par with Graduate Engineers.

**Clause – 42 :**

(i)	(a) Schedule / statement for determining theoretical quantity of cement on the basis of :	
(ii)	<b>Variations permissible on theoretical quantities.</b>	
a	<b>Cement</b>	
	i) for works with estimated cost put to tender not more than Rs.5 Lakhs	5% plus / minus
	ii) for works with estimated cost put to tender more than Rs.5 lakhs	3% plus / minus
b	Bitumen for All works	2.5% plus only & nil on minus side
c	Steel reinforcement and structural steel sections	(+) 5% for wastage, over and above (+) 5%/ (-) 4% being variation in wastage.
d	All other materials.	Nil

**RECOVERY RATES FOR QUANTITIES BEYOND PERMISSIBLE VARIATION :**

S. No.	Description of Item	Rates in figures & words at which recovery shall be made from the Contractor
--------	---------------------	------------------------------------------------------------------------------

		Excess beyond permissible variation	Less use beyond the permissible variation
1	Grey Cement		
2	Steel reinforcement		
3	Others		

Signature of Officer Inviting Tender

Designation

Designation

**Notes:**

1. In the case of any discrepancy between these "Salient Governing Features of the Tender/Work" & the book "Conditions and Clauses of Contract – 2008", stipulations given in these "Salient Governing Features of the Tender/Work" shall take precedence.
2. It will be the responsibility of the contractor to get the character and antecedents of the regular staff and supervisors, engaged by them, for carrying out the work being awarded to him, verified from the Police authorities and produced the report of the verification to the security at the gate under intimation to Engineer-in-Charge of the work.

\* \* \*

**CDN/C-1 (CS-1 to CS-12)** (LIST OF CHANGES / MODIFICATION IN THE CCC - 2008 & SGF)

Existing Provision	Modified Provision
<b>SECTION - 1: NOTICE INVITING TENDERS</b>	
<p>Sl. No. 5, Page6 :</p> <p><b>Earnest Money Deposit</b> (E.M.D.) of Rs. .... in cash up to Rs.10,000/- in the form of <i>Department's receipt</i> / Demand Draft / Pay Order / Banker's cheque / Deposit at call receipt / Fixed Deposit Receipt (FDR), issued by a Scheduled Bank, drawn in favour of .....(Pl. Refer SGF)</p> <p>NOTE: EMD in the form of Cheques will not be accepted. However, 50% of Earnest Money or Rs.20 Lakhs, whichever is less, will have to be deposited in the form prescribed above and balance amount of earnest money can be accepted in the form of Bank Guarantee (BG) issued by a Scheduled Bank.</p>	<p>Sl. No.5, Page6 :</p> <p><b>Earnest Money Deposit (E.M.D.):</b></p> <p><b>(i) Tenders shall be accompanied with Earnest money of Rs. .... in cash (up to Rs. 10,000/-) /Receipt Treasury Challan/Deposit at Call receipt of a scheduled bank/fixed deposit receipt of a scheduled bank issued in favour of Pay &amp; Accounts Officer, RRCAT,INDORE. 50% of earnest money or Rs. 20 lakh, whichever is less, will have to be deposited in the shape prescribed above and balance amount of earnest money can be accepted in the form of Bank guarantee issued by a scheduled bank having validity for 6 months or more from the last date of receipt of tenders. (Pl. Refer SGF for blanks).</b></p> <p><b>(ii) The tender and the earnest money shall be placed in separate sealed envelopes, each marked "Tender" and "Earnest Money" respectively.</b></p> <p><b>iii) In cases where earnest money in cash is acceptable, the same shall be deposited with the Cashier of the Department and the receipt placed in the envelope meant for earnest</b></p>

	<p><b>money.</b></p> <p><b>iv) Both the envelopes shall be submitted together in another sealed envelope with the name of work and due date of opening written on envelope, which will be received by the..... up to ..... on..... and will be opened by him or his authorized representative in his office on the same day at ..... The envelope marked "Tender" of only those tenderers shall be opened, whose earnest money, placed in the other envelope, is found to be in order.</b></p> <p><b>NOTE:</b> EMD in the form of Cheques will not be accepted. (Pl. Refer SGF for blanks)</p> <p><b>Please see last two paras after this table indicating revised stipulations regarding EMD.</b></p>
<p><b>SECTION - 2: ITEM RATE TENDER &amp; CONTRACT FOR WORKS</b></p>	
<p>New para is added as second last para , Page 8</p>	<p>New para is added as second last para , Page 8 :</p> <p>I / We undertake and confirm that eligible similar work(s) has/ have not been got executed through another contractor on back to back basis. Further that, if such a violation comes to the notice of Department, then I/we shall be debarred for tendering in <b>RRCAT</b> in future forever. Also, if such a violation comes to the notice of Department before date of start of work, the Engineer-in-Charge shall be free to forfeit the entire amount of Earnest Money Deposit/Performance Guarantee.</p>
<p><b>SECTION - 4 : CONDITION OF CONTRACT</b></p>	
<p>New para is added as (xv) , Page 11</p>	<p>New para is added Page 11</p> <p>(xv) <b>Date of commencement of work</b> – The date of commencement of work shall be the date of start as specified in Schedule F or the 1<sup>st</sup> date of handing over of the site, whichever is later, in accordance with the phasing if any, as indicated in the tender document.</p>
<p><b>SECTION - 5 (i): GENERAL CLAUSES OF CONTRACT (GCC)</b></p>	
<p>Clause 1 Page No. 13</p> <p>(iv) In the event of the contract being determined under provisions of any of the clause/ condition of the agreement, the performance guarantee shall stand forfeited in full and shall be absolutely at the disposal of the President of India.</p>	<p>Clause 1 Page No. 13</p> <p>(iv) In the event of the contract being determined <b>or rescinded</b> under provisions of any of the clause/ condition of the agreement, the performance guarantee shall stand forfeited in full and shall be absolutely at the disposal of the President of India.</p>

<p>Clause 1A para 1, Page No. 13</p> <p>The person(s) whose tender may be accepted (herein after called the contractor) shall permit Government at the time of making any payment to him for work done under the contract to deduct a sum at the rate of 5% of the gross amount of each running bill till the sum along with the sum already deposited as earnest money, will amount to security deposit of 5% of the tendered value of the work. Such deductions .....to make good the deficit</p>	<p>Clause 1A para 1, Page No. 13</p> <p><b>The person(s) whose tender may be accepted (hereinafter called the contractor) shall permit Government at the time of making any payment to him for work done under the contract to deduct a sum at the rate of 5 % of the gross amount of each running &amp; final bill till amount of security deposit of 2.5% of the GROSS value of the work is recovered. Such deductions will be made and held by Government by way of Security Deposit unless he has / they have deposited the amount of Security at the rate mentioned above in cash or in the form of Government Securities (see note 1 &amp; 2 below) or Fixed Deposit Receipts. The amount in excess of total security deposit shall be released in the final bill based on gross amount of the work. The EMD deposited at the time of tender, will be refunded after issue of work order.</b></p> <p><b>The security amount will also be accepted in cash or in the shape of Government Securities. Fixed Deposit Receipt (FDR) of a Scheduled bank will also be accepted for this purpose, provided confirmatory advice is enclosed. In such case shortfall if any owing to finally billed cost of work shall be deducted from the bill so that security deposit of an amount equal to 2.5% of the final cost of work is available with the department.</b></p> <p><b>In case a fixed deposit receipt of any bank is furnished by the contractor to the Government as part of the security deposit and the bank is unable to make payment against the said fixed deposit receipt, the loss caused thereby shall fall on the contractor and the contractor shall forthwith on demand furnish additional security to the Government to make good the deficit.</b></p> <p><b>Bank Guarantee issued by a Scheduled Bank in lieu of security deposit shall not be accepted at initial stage. Please refer clause indicated hereunder for more details.</b></p> <p><b>The date of commencement of defect liability period shall be the date indicated in the completion certificate and NOT the date of signature of competent authority.</b></p>
<p><b>Clause 1A</b> para 3, Page No. 13</p> <p>Security Deposit as deducted above can be released against Bank Guarantee issued by a Scheduled Bank on its accumulation to a minimum of Rs.5 lakhs subject to the condition that amount of such Bank Guarantee, except last one, shall not be less than Rs. 5 lakhs.</p>	<p><b>Clause 1A</b> para 3, Page No. 13</p> <p>Security Deposit as deducted above can be released against Bank Guarantee issued by a Scheduled Bank on its accumulation to a minimum of Rs. 5 lakhs subject to the condition that amount of such Bank Guarantee, except last one, shall not be less than Rs. 5 lakhs. <b>Provided further that the validity of bank guarantee including the one given against the earnest money shall be in conformity with provisions contained in clause 17 which shall be extended from time to time depending upon extension of contract granted under provisions of clause 2 and clause 5.</b></p>
<p><b>Clause 3</b> Page No. 14</p> <p>(xii) If the work is not started by the contractor within 1/8th of the stipulated time.</p>	<p><b>Clause 3</b> Page No. 14</p> <p>(xii) : Deleted</p>

**Clause 10 C** Page No. 21

PAYMENT ON ACCOUNT OF INCREASE IN PRICES/WAGES DUE TO STATUTORY ORDER (S) :

If after submission of the tender

.....of the value of work done during that period.

**Clause 10 C** Page No. 21

PAYMENT ON ACCOUNT OF INCREASE IN PRICES/WAGES DUE TO STATUTORY ORDER (S):

If after submission of the tender, the price of any material incorporated in the works (excluding the materials covered under clause 10CA and not being a material supplied from the Engineer in charge stores in accordance with clause 10 thereof) and/ or wages of labour increases as a direct result of the coming into force of any fresh law, or statutory rule or order (but not due to any changes of rate in **Goods & Services Tax (GST) / VAT/WCT / Turn over Tax / octroi/ excise/ custom duty**) beyond the prices/ wages prevailing at the time of the last stipulated date of receipt of tenderers including extensions, if any, for the work during the contract period including the justified period extended under the provisions of clause 5 of the contract without any action under clause 2, then the amount of the contract shall accordingly be varied and provided further that any such increase shall be limited to the price / wages prevailing at the time of stipulated date of completion or as prevailing for the period under consideration, whichever is less.

If after submission of the tender, the price of any material incorporated in the works (excluding the materials covered under clause 10CA and not being a material supplied from the Engineer in charge stores in accordance with clause 10 thereof) and/ or wages of labour as prevailing at the time of last stipulated date of receipt of tender including extensions, if any, is decreased as a direct result of the coming into force of any fresh law or statutory rules or order (but not due to any changes of rate in **Goods & Services Tax (GST) / VAT/WCT / Turn over Tax / octroi/ excise/ custom duty**), Government shall in respect of materials incorporate in the works (excluding the materials covered under clause 10CA and not being a

material supplied from the Engineer in charge stores in accordance with clause 10 thereof) and/ or labour engaged on the execution of work after the date of coming into force of such law statutory rule or order be entitled to deduct from the dues of the contractor, such amount as shall be equivalent to the difference between the prices of the materials and/ or wages as prevailed at the time of the last stipulated date for receipt of tenders including extension if any for the work and the

	<p>prices of materials and/ or wages of labour on the coming into force of such law, statutory rule or order. This will be applicable for the contract period including the justified period extended under the provisions of clause 5 of the contract without any action under clause 2.</p> <p>Engineer in charge may call books of account and other relevant documents from the contractor to satisfy himself about reasonability of increase in prices of materials and wages. The contractor shall within a reasonable time of his becoming aware of any alteration in the price of any such materials and/ or wages of labour, give notice thereof to the engineer in charge stating that the same is given pursuant to this condition together with all information relating there to which may in position to supply.</p> <p>For this purpose, the labour component of the work executed during period under consideration shall be the percentage as specified in schedule F, of the value of work done during that period and the increase/ decrease in labour shall be consider on the minimum daily wages in rupees of any unskilled adult male mazdoor, fixed under any law, statutory rule or order.</p>
<p><b>Clause 10 CA</b> para 3, Page No. 21</p> <p>PAYMENT DUE TO VARIATION IN PRICES OF MATERIALS AFTER RECEIPT OF TENDER: The increase/ decrease in prices..... as indicated in schedule "F" shall be followed.</p>	<p><b>Clause 10 CA</b> para 3, Page No. 21</p> <p>PAYMENT DUE TO VARIATION IN PRICES OF MATERIALS AFTER RECEIPT OF TENDER :</p> <p>The increase/ decrease in prices of cement, steel reinforcement, structural steel and other materials shall be determined by the All India Wholesale Price Indices of materials as published by Economic Advisor to Government of India, Ministry of Commerce and Industry and base price for cement, steel reinforcement, structural steel and other materials as issued under the authority of Chief Engineer/ tender approving authority as valid on the last date of receipt of tender, and for the period under consideration. In case, price index of a particular material is not issued by Ministry of Commerce and Industry, then the price index of nearest similar material as indicated in Schedule 'F' shall be followed.</p>

<p><b>Clause 10 CA</b> Page No. 21 Addition to the last para</p>	<p><b>Clause 10 CA</b> Page No. 21, Addition to the last para :</p> <p>If during progress of work or at the time of completion of work, it is noticed that any material brought at site is in excess of requirement, then amount of escalation if paid earlier on such excess quantity of material shall be recovered on the basis of cost indices as applied at the time of payment of escalation or as prevailing at the time of effecting the recovery, whichever is higher.</p>
<p><b>Clause 10 CC</b> Page No. 22 PAYMENT DUE TO INCREASE/ DECREASE IN PRICES/ WAGES AFTER RECEIPT OF TENDER FOR WORKS:</p>	<p><b>Clause 10 CC</b> Page No. 22 PAYMENT DUE TO INCREASE/ DECREASE IN PRICES/WAGES <b>(EXCLUDING MATERIALS COVERED UNDER CLAUSE 10CA)</b> AFTER RECEIPT OF TENDER FOR WORKS:</p>
<p><b>Clause 10 CC</b> Page No. 22 (ii) (d) Full assessed value of Secured Advance fresh paid in this quarter</p>	<p><b>Clause 10 CC</b> Page No. 22 (ii) (d) Full assessed value of Secured Advance <b>(excluding materials covered under clause 10 CA)</b> fresh paid in this quarter</p>
<p><b>Clause 10 CC</b> Page No. 22 iii) Components of cement, steel, materials, labour, P.O.L., etc. shall be pre-determined for every work and incorporated in the conditions of contract attached to the tender papers included in Schedule "E". The decision of the Engineer-in-charge in working out such percentage shall be binding on the contractors.</p>	<p><b>Clause 10 CC</b> Page No. 22 iii) Components for materials (except cement, <b>reinforcement bars, structural steel or other materials</b> covered under clause 10CA) labour, P.O.L., etc. shall be predetermined for every work and incorporated in the conditions of contract attached to the tender papers included in Schedule "E". The decision of the Engineer-in-charge in working out such percentage shall be binding on the contractors.</p>
<p><b>Clause 10 CC</b> Page No. 22 iv) The compensation for escalation for cement, steel, materials, P.O.L shall be worked as per the formulae given below:</p>	<p><b>Clause 10 CC</b> Page No. 22 iv) The compensation for escalation for other materials <b>(excluding cement, reinforcement bars, structural steel or other materials covered under clause 10CA) and P.O.L</b> shall be worked as per the formula given below:</p>
<p><b>Clause 10 CC</b> Page No. 22 <u>a)Adjustment for component of "cement"</u></p>	<p><b>Clause 10 CC</b> Page No. 22 <b>Deleted</b></p>
<p><b>Clause 10 CC</b> Page No. 23 <u>b) Adjustment for component of "steel"</u></p>	<p><b>Clause 10 CC</b> Page No. 23 <b>Deleted</b></p>
<p><b>Clause 10 CC</b> Page No. 23 c) Adjustment for civil</p>	<p><b>Clause 10 CC</b> Page No. 23 a) Adjustment for civil component <b>(except</b></p>



<p>component (Except cement &amp; steel/ Electrical component of construction materials:</p>	<p><b>cement, structural steel, reinforcement bars and other materials covered under clause 10CA)/</b> Electrical component of construction 'Materials'</p>
<p><b>Clause 10 CC</b> Page No. 23 c) Xm : Component of materials expressed as percent of the total value of work.</p>	<p><b>Clause 10 CC</b> Page No. 23 a) Xm : Component of materials (<b>except cement, structural steel, reinforcement bars and other materials covered under clause 10CA</b>) expressed as percent of the total value of work.</p>
<p><b>Clause 10 CC</b> Page No. 24 ix) Provided always that the provision of the preceding Clause 10 (C) and 10 CA shall not be applicable for contracts where provisions of this clause are applicable, but in cases where provisions of this clause are not applicable, the provisions of Clause 10 (C) and 10 CA will become applicable.</p>	<p><b>Clause 10 CC</b> Page No. 24 <b>ix) Provided always that :-</b> <b>(a) Where provisions of clause 10CC are applicable, provisions of clause 10C will not be applicable but provisions of clause 10CA will be applicable.</b> <b>(b) Where provisions of clause 10CC are not applicable, provisions of clause 10C and 10CA will become applicable.</b></p>
<p><b>Clause 12.2</b> para 1, Page No. 25 DEVIATION, EXTRA ITEMS AND PRICING: In the case of extra item (s) the contractor may within fifteen days of receipt of order or occurrence of the item (s) claim rates, supported by proper analysis, for the work and the engineer-in-charge shall within one month of the receipt of the claims supported by analysis, after giving consideration to the analysis of the rates submitted by the contractor, determine the rates on the basis of the market rates and the contractor shall be paid in accordance with the rates so determined.</p>	<p><b>Clause 12.2</b> para 1, Page No. 25 DEVIATION, EXTRA ITEMS AND PRICING : In the case of extra item (s) (items that are completely new, and are in addition to the items contained in the contract), the contractor may within fifteen days of receipt of order or occurrence of the item (s) claim rates, supported by proper analysis, for the work and the engineer-in-charge shall within one month of the receipt of the claims supported by analysis, after giving consideration to the analysis of the rates submitted by the contractor, determine the rates on the basis of the market rates and the contractor shall be paid in accordance with the rates so determined.</p>
<p><b>Clause 12.2</b> para 2, Page No. 25 In the case of substituted items the rate for the agreement items (to be substituted) and substituted item shall also be determined in the manner as</p>	<p><b>Clause 12.2</b> para 2, Page No. 25 In the case of substituted items (items that are taken up <b>with partial substitution or in lieu of items of work in the contract</b>) the rate for the agreement item (to be substituted) and substituted item shall also be determined in the manner as mentioned in the following</p>

<p>mentioned in the following para.</p> <p><b>Clause 12.5:</b> page 25</p> <p>For the purpose of operation of <b>Schedule “F”</b>, the following works shall be treated as works relating to foundation:</p> <p><b>i) For buildings, compound walls:</b> plinth level or 1.2 metres (4 feet) above ground level, whichever is lower, excluding items of flooring and D.P.C. but including base concrete below the floors.</p> <p><b>ii) For abutments, piers, retaining walls of culverts and bridges, walls of water reservoirs:</b> the bed of floor level.</p> <p><b>iii) For retaining walls where floor level is not determinate:</b> 1.2 metres above the average ground level or bed level.</p> <p><b>iv) For roads:</b> all items of excavations and filling including treatment of sub-base and soling work.</p> <p><b>v) For water supply lines, sewer lines, underground SWD &amp; similar works:</b> all items of work below ground level except items of piping work.</p> <p><b>vi) For open storm water drains:</b> all items of work except lining of drains.</p>	<p>para.</p> <p><b>Clause 12.5:</b> page 25</p> <p>For the purpose of operation of <b>Schedule “F”</b>, the following works shall be treated as works relating to foundation:</p> <p><b>i) For buildings, compound walls:</b> plinth level or 1.2 metres above ground level, whichever is lower, excluding items of flooring and D.P.C. but including base concrete below the floors.</p> <p><b>(ii) For abutments, piers, retaining walls of culverts &amp; bridges, walls of water reservoirs and well steining :</b> All works upto 1.2 m above the bed level.</p> <p><b>(iii) For retaining walls, wing walls, compound walls, chimneys, over head reservoirs/tanks and other elevated structures, where floor level is not determinate :</b> All works upto 1.2 metres above the average ground level or bed level.</p> <p><b>(iv) For reservoirs/tanks (other than overhead reservoirs/tanks):</b> All works upto 1.2 metres above the ground level.</p> <p><b>(v) For basement:</b> All works upto 1.2m above ground level or upto floor 1 level whichever is lower.</p> <p><b>vi) For Roads:</b> all items of excavations and filling including treatment of sub-base and soling work.</p> <p><b>vii) For water supply lines, sewer lines, underground SWD &amp; similar works:</b> all items of work below ground level except items of piping work.</p> <p><b>viii) For open storm water drains:</b> all items of work except lining of drains.</p>
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<p><b>Clause 14</b> Page No. 26</p> <p>CANCELLATION OF CONTRACT IN FULL OR PART: (Deleted &amp; merged with clause-3)</p>	<p>Clause 14 Page No. 26 Carrying out part work at risk &amp; cost of contractor :</p> <p><b>If contractor:</b></p> <p>i) At any time makes default during currency of work or does not execute any part of the work with due diligence and continues to do so even after a notice in writing of 7 days in this respect from the Engineer-in-Charge; <b>or</b> ii) Commits default in complying with any of the terms and conditions of the contract and does not remedy it or takes effective steps to remedy it within 7 days even after a notice in writing is given in that behalf by the Engineer-in-Charge; <b>or</b></p>
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iii) Fails to complete the work(s) or items of work with individual dates of completion, on or before the date(s) so determined, and does not complete them within the period specified in the notice given in writing in that behalf by the Engineer-in-Charge. The Engineer-in-Charge without invoking action under clause 3 may, without prejudice to any other right or remedy against the contractor which have either accrued or accrue thereafter to Government, by a notice in writing to take the part work/part incomplete work of any item(s) out of his hands and shall have powers to:(a) Take possession of the site and any materials, constructional plant, implements, stores, etc., thereon; **and/or**(b) Carry out the part work / part incomplete work of any item(s) by any means **at the risk and cost of the contractor**. The Engineer-in-Charge shall determine the amount, if any, is recoverable from the contractor for completion of the part work/ part incomplete work of any item(s) taken out of his hands and execute at the risk and cost of the contractor, the liability of contractor on account of loss or damage suffered by Government because of action under this clause shall not exceed 10% of the tendered value of the work. In determining the amount, credit shall be given to the contractor with the value of work done in all respect in the same manner and at the same rate as if it had been carried out by the original contractor under the terms of his contract, the value of contractor's materials taken over and incorporated in the work and use of plant and machinery belonging to the contractor. The certificate of the Engineer-in-Charge as to the value of work done shall be final and conclusive against the contractor provided always that action under this clause shall only be taken after giving notice in writing to the contractor. Provided also that if the expenses incurred by the department are less than the amount payable to the contractor at his agreement rates, the difference shall not be payable to the contractor. Any excess expenditure incurred or to be incurred by Government in completing the part work/ part incomplete work of any item(s) or the excess loss of damages suffered or may be suffered by Government as aforesaid after allowing such credit shall without prejudice to any other right or remedy available to Government in law or per as agreement be recovered from any money due to the contractor or any account, and if such money is insufficient, the contractor shall be called upon in writing and shall be liable to pay the same within 30 days. If the contractor fails to pay the required sum within the aforesaid period of 30 days, the Engineer-in-Charge shall have the right to sell any or all of the contractors' unused materials, constructional plant, implements, temporary building at site etc. and adjust the proceeds of sale thereof towards the dues recoverable from the contractor under the contract and if thereafter there remains any balance outstanding, it shall be recovered in accordance with the provisions of the contract. In the event of above course being adopted by the Engineer-in-Charge the contractor shall have no claim to

	<p>compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any engagements or made any advance on any account or with a view to the execution of the work or the performance of the contract.”..</p>
<p><b>Clause 19A</b> Page No. 28</p> <p>No labour below 18 years: No labour below the age of 18 (eighteen) years shall be employed on the work.</p>	<p><b>Clause 19A</b> Page No. 28</p> <p>No labour below 14 years: No labour below the age of 14 (fourteen) years shall be employed on the work.</p>
<p><b>CLAUSE 37</b> : Page No. 36</p> <p>LEVY / TAXES PAYABLE BY CONTRACTOR:</p> <p>(i) Sales Tax / VAT or any other tax on materials in respect of this contract shall be payable by the contractor and Government shall not entertain any claim whatsoever in this respect.</p> <p>(ii) The contractor shall deposit royalty and obtain necessary permit as required for supply of the sand, aggregate, stone etc. from local authorities.</p> <p>(iii) If pursuant to or under any law, notification or order any royalty, cess or the like becomes payable by the Government of India and does not any time become payable by the contractor to the State Government. Local authorities in respect of any material used by the contractor in the works then in such a case, it shall be lawful to the Government of India and it will have the right and be entitled to recover the amount paid in the circumstances as aforesaid from dues of the contractor</p>	<p><b>CLAUSE 37</b> : Page No. 36</p> <p>LEVY/ TAXES PAYABLE BY CONTRACTOR:</p> <p><b>Goods &amp; Services Tax (GST) / VAT/WCT / Turn over Tax or any other tax on materials in respect of this contract including state Sales tax and Turnover tax on transfer of property as per Works Contract Act etc. if any, shall be payable by the contractor and Government will not entertain any claim whatsoever in respect of the same.</b></p> <p>.</p> <p>(ii) The contractor shall deposit royalty and obtain necessary permit for supply of the red bajri, stone, kankar, etc. from local authorities.</p> <p>(iii) If pursuant to or under any law, notification or order any royalty, cess or the like becomes payable by the Government of India and does not any time become payable by the contractor to the State Government, Local authorities in respect of any material used by the contractor in the works then in such a case, it shall be lawful to the Government of India and it will have the right and be entitled to recover the amount paid in the circumstances as aforesaid from dues of the contractor.</p> <p>(iv) <b>As per the directives of the Sales Tax Authorities, the tax due at the rates notified by the State Government from time to time, shall be deducted from the bills payable to the Contractors, for which TDS certificate shall be issued by the Department.</b></p> <p><b>v) Condition regarding taxes stipulated in detailed NIT of this work shall also be binding.</b></p>

**CLAUSE 38:** Page 36

CONDITIONS FOR REIMBURSEMENT OF LEVY/TAXES IF LEVIED AFTER RECEIPT OF TENDERS:

i) All tendered rates shall be inclusive of all taxes and levies payable under respective statutes. However, pursuant to the Constitution (46<sup>th</sup> Amendment) Act 1982, if any further tax or levy is imposed by Statute, after the last date of the receipt of tender and the contractor thereupon necessarily and properly pays such taxes / levies, the contractor shall be reimbursed the amount so paid, provided such payments, if any, is not, in the opinion of the Engineer-in-Charge (whose decision shall be final and binding on the contractor) attributable to delay in execution of work within the control of the contractor.

ii) The contractor shall keep necessary books of accounts and other documents for the purpose of this condition as may be necessary and shall allow inspection of the same by a duly authorized representative of the Government and / or the Engineer-in-charge and further shall furnish such other information / document as the Engineer-in-charge may require from time to time.

iii) The contractor shall, within a period of 30 days of the imposition of any such further tax or levy, pursuant to the Constitution (46<sup>th</sup> Amendment) Act 1982, give a written notice thereof to the Engineer-in-charge that the same is given pursuant to this condition, together with all necessary information relating thereto.

**Special Clauses of Contract.**

**Clause 38:** Page 36

CONDITIONS FOR REIMBURSEMENT OF LEVY/TAXES IF LEVIED AFTER RECEIPT OF TENDERS:

i) All tendered rates shall be inclusive of **GST, WCT / Turn over Tax and & all taxes stipulated above** and all taxes & levies payable under respective statutes. However, if any further tax or levy **or cess** is imposed by Statute, after the last stipulated date for the receipt of tender including extensions if any and the contractor thereupon necessarily and properly pays such taxes /levies /**cess**, the contractor shall be reimbursed the amount so paid, provided such payments, if any, is not, in the opinion of the Engineer-in-Charge (whose decision shall be final and binding on the contractor) attributable to delay in execution of work within the control of the contractor.

(ii) The contractor shall keep necessary books of accounts and other documents for the purpose of this condition as may be necessary and shall allow inspection of the same by a duly authorized representative of the Government and/or the Engineer-in-Charge and shall **also** furnish such other information/document as the Engineer-in-Charge may require from time to time.

(iii) The contractor shall, within a period of 30 days of the imposition of any such further tax or levy **or cess**, give a written notice thereof to the Engineer-in-charge that the same is given pursuant to this condition, together with all necessary information relating thereto.

**iv) Please also see clause pertaining to taxes as indicated in NIT.**

**1. Non performance by an agency :**

If an agency does not start the work or does not perform the assigned work properly and/or in time, it shall be dropped from the list of

	approved/short listed agencies and their deposits including performance guarantee etc. shall be forfeited. Such agencies shall be debarred for tendering for a period of three years within that zone. Such action shall be decided by CE. This shall form part of the contract as special conditions.
	<p><b>2. Sale of tender documents for balance works</b></p> <p>(3) In case a contractor does not start the work after award or withdraws the tender after acceptance, he shall not be issued tender for the same work on recall.</p>

**CS-14:** (First Para of CLAUSE 1-A on P.13 of the booklet "CONDITIONS AND CLAUSES OF CONTRACT – 2008" is modified as under w.r.t. WI-71/6-11, No. DCSEM/CE(PCD)/SD Recovery/312, dt. 10.6.11)

**EMD:** Earnest Money in the form of Demand Draft or Pay order or Deposit at Call Receipt or Fixed Deposit Receipt (drawn in favour of Pay & Accounts Officer, RRCAT, Indore) shall be scanned and uploaded to the e-Tendering website within the period of bid submission. This is as per OM no. DG/MAN/303 dt. 28.03.2014.

A part of earnest money is acceptable in the form of bank guarantee also. In such case, minimum 50% of earnest money or Rs. 20 lakh, whichever is less, shall have to be deposited in shape prescribed above, and balance may be deposited in shape of Bank Guarantee of any scheduled bank having validity for six months or more from the last date of receipt of bids which is to be scanned and uploaded by the intending bidders. This is as per OM no. DG/MAN/307 dt. 27.05.2014.

The physical EMD of the scanned copy of EMD uploaded shall be submitted by all the bidders along with copies of eligibility documents during the prescribed period either personally or by post. Postal delay may lead to rejection of bid owing to non submission of EMD.

The following undertaking in this regard shall also be uploaded by the intending bidders:-  
 "The Physical EMD along with eligibility documents shall be submitted by me/us with the Pay & Accounts Officer, RRCAT, Indore during the period prescribed otherwise department may reject the bid and also take action to debar me/us from tendering in RRCAT."

Online bid documents submitted by intending bidders shall be opened only of those bidders, **whose Earnest Money Deposit and other documents are prima facie found in order.**  
 (This will supersede any contradictory provisions stipulated elsewhere in the tender documents, if any).

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**LIST OF CHANGES IN THE CONTRACT**

**CORRECTION: CDN/2** : (As Section 1, clause 5, P. 6 of “Conditions & Clauses of Contract-2008”)

“Annexure-A”

FORM OF BANK GUARANTEE BOND for E.M.D

*In consideration of the President of India (hereinafter called “The Government”) having agreed under the “Notice Inviting Tender and tender documents” (hereinafter called “the said tender documents”), between .....and M/s. .... (hereinafter called “the said Contractor(s)”), for the tendered work ..... (hereinafter called “the said work”) having agreed to production of a irrevocable Bank Guarantee for Rs. .... (Rupees ..... only), as a Earnest Money /*

*guarantee from the Contractor(s) for compliance of his obligations in accordance with the said tender documents.*

1. We .....(Indicate the name of the Bank) (hereinafter referred to as “the Bank”) hereby undertake to pay to the Government an amount not exceeding Rs. ....(Rs.....only) on demand by the Government.

2. We ..... (indicate the name of Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Government stating that the amount claimed is required to meet the recoveries due or likely to be due from the said Contractor(s). Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.....(Rupees.....only).

3. We, the said bank, further undertake to pay to the Government any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) in any suit or proceeding pending before any Court or Tribunal relating thereto, our liability under this present being absolute and unequivocal.

The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Contractor(s) shall have no claim against us for making such payment.

3. We..... (indicate the name of Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the due fulfillment of the said tender documents and that it shall continue to be enforceable till all the dues of the Government under or by virtue of the said tender documents have been fully paid and its claims satisfied or discharged or till Engineer-in-charge on behalf of the Government certifies that the terms and conditions of the said tender documents have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee.

5. We ..... (indicate the name of Bank) further agree with the Government that the Government shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said tender documents or to extend time of tender validity by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Government against the said Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said tender documents and we shall not be relieved from our liability by reason of any such extension given by the said Contractor(s) or for any forbearance, act of omission on the part of the Government or any indulgence by the Government to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).

7. We, ..... (indicate the name of Bank) lastly undertake not to revoke this guarantee except with the previous consent of the Government in writing.

8. This guarantee shall be valid up to ....., unless extended on demand. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs.....(Rupees ..... only) and unless a claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry of this guarantee, all our liabilities under this guarantee shall stand discharged.

Signed and sealed

Dated the ..... day of ..... for .....(indicate the name of Bank).

\* \* \*





## SCOPE AND LOCATION OF WORK

**LOCATION:** This work has to be carried out in plant area close to guard house.

The site is accessible by existing asphalted road. Temporary approaches/ roads, if required, to have access to all the areas, shall be provided by the contractor at his own cost. The proposed site is about 12 Kms from Indore broad gauge main junction.

The tenderers are advised to visit the site of work with the prior permission of Head C&SD to acquaint themselves with the access to the site, location of work, labour requirement and availability etc.

The contractor carrying out this work shall strictly abide by the any security regulations imposed by the Department/ Police Authorities/ Local Authorities, from time to time, regarding transshipment of equipments, operations, drainage, security etc. wherever applicable.

**SCOPE:** The scope of work contemplated in this work is as follows:

### **Part -2.1: - Civil Engineering Works.**

Construction of Precast RCC Shielding blocks and Precast RCC Shielding wall.

### **LIST OF DRAWINGS :**

Drawings are available for reference in the office of the authority inviting tender.

1.	DETAILS OF SHIELDING AREA FOR HTS-2	B-RRCAT/C/HTS-2/02-R-0
2.	DETAILS OF PRECAST BLOCK FOR SHIELED AREA FOR HTS-2	B-RRCAT/C/HTS-2/03- R-0
3.	ARCHITECTURAL PLAN FOR HTS-2	B-RRCAT/C/HTS-2/01- R-0

**TIME SCHEDULE / BAR CHART:** For execution of the Project within the Scheduled Completion Period, contractor shall furnish the same.

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