



RASHTRIYA ISPAT NIGAM LIMITED
VISAKHAPATNAM STEEL PLANT

SPECIAL CONDITIONS OF CONTRACT

FOR

**CIVIL ENGINEERING WORKS
(VSP-SCC-CIVIL)**

REVISED JANUARY 2008

**PROJECTS DIVISION
RASHTRIYA ISPAT NIGAM LIMITED
VISAKHAPATNAM STEEL PLANT
A-BLOCK, PROJECT OFFICE
VISAKHAPATNAM-530 031
ANDHRA PRADESH
INDIA**

**Telephone: +91- 891- 2518277,
+91- 891- 2518429**

Fax: +91- 891- 2518764



VISAKHAPATNAM STEEL PLANT
SPECIAL CONDITIONS OF CONTRACT
CIVIL ENGINEERING WORKS

I N D E X

1.0	GENERAL
2.0	SCOPE OF WORK
3.0	MATERIALS BY EMPLOYER
4.0	MATERIALS BY CONTRACTOR
5.0	CONSTRUCTION PLANT, EQUIPMENT AND MACHINERY
6.0	DELETED
7.0	ROYALTIES, SEIGNORGAE, DEAD RENT ETC.
8.0	PRICE VARIATION
9.0	VARIATION IN QUANTITIES
10.0	PAYMENT TERMS
11.0	ON ACCOUNT BILLS
12.0	ACCEPTANCE OF LOW STRENGTH CONCRETE
13.0	FINAL BILL
14.0	SITE ORDER BOOK
15.0	ACCURACY OF WORKS
16.0	TRANSFER OF GUARANTEES
17.0	SUBMISSION OF OTHER DOCUMENTS FOR ACCEPTANCE OF WORKS
18.0	CLEARING THE SITE
19.0	UNIFORMITY OF RATES
20.0	RECRUITMENT OF LABOUR
21.0	EXCEPTED MATTERS
	ANNEXTURES -- LIST OF ANNEXURES ENCLOSED

SPECIAL CONDITIONS OF CONTRACT FOR CIVIL ENGINEERING WORKS**1.0 GENERAL:**

- 1.1 These Special Conditions of Contract shall be read in conjunction with the other Contract documents and are complementary to Instructions to the Tenderer, General Conditions of Contract for Construction Works (VSP-NTK-03), Specification, Preamble to Bill of Quantities, Bill of Quantities, Tender Drawings and/or other supplementary documents detailing the Work.

2.0 SCOPE OF WORK

- 2.1 The Scope of Work under this Contract shall cover the Work -----, complete in all respects all as per Drawings, Specification and instructions of the Engineer/Consultant and any other details to be furnished from time to time and as broadly indicated in the Bill of Quantities.
- 2.2 The Contract for the Work is a complete one including all materials (excluding free issue materials as indicated in Annexure-1 of Special Conditions of Contract), labour and workmanship with the Contractor's overhead and profit, all temporary works and the provisions and use of construction/fabrication/erection equipment, tools, tackles etc. It will be Contractor's responsibility to do all the works and incidentals, for quality execution and handing over to the Employer, the completed Work according to the Drawings, Specification and instructions of the Engineer/Consultants at Contractor's cost, except where it is expressly provided that the cost will be borne by the Employer.

3.0 MATERIALS BY EMPLOYER:

- 3.1 The Employer shall arrange to issue materials for the permanent works only as listed out at Annexure-1 to the Special Conditions of the Contract free of cost, subject to provisions in the subsequent clauses hereunder. Non-supply/delays, if any, in respect of supply of committed materials by the Employer will not form the basis of any right or claim whatsoever by the Contractor except for cost of such material on actual basis if procured by the Contractor with the permission of Employer. All other materials including for temporary and enabling works which are required for completion of the subject Work shall be arranged by the Contractor at his own cost.
- 3.2 The Contractor shall render full account of the materials issued by the Employer after completion of Work or on termination of Contract, failing which penal recovery shall be made from the Bills of the Contractor or any other dues related to this Contract or from any other Contracts entered into with the Employer or elsewhere.
- 3.3 The Contractor shall at his own cost, take delivery of the materials from the place of issue and the Contractor's quoted rates shall be deemed to include all charges for taking delivery, loading, transporting, unloading, handling, stacking and storage including subsequent handling as required of all materials issued to him by the Employer from the place of issue.
The Contractor shall arrange at his cost required lifting devices along with tools & tackles.
- 3.4 All the materials issued by the Employer shall remain the absolute property of the Employer and at all times shall be open for inspection by the Employer/Engineer/Consultant. The Contractor shall be solely responsible for watching and guarding of the materials. The Employer/Engineer/Consultant shall be free to make any surprise check of the Contractor's stores to verify the stock of Employer's materials. The responsibility in case of any loss, damage or theft to these materials after they have been issued to the Contractor shall rest entirely with the Contractor. These materials shall not be removed from the Site/shop by the Contractor due to any reason whatsoever without the written permission of the Employer / Engineer.

- 3.5 The Contractor shall keep the Engineer/ Consultant informed regarding his requirements of materials to be supplied by the Employer. He shall also submit every month to the Engineer/Consultant in writing three (3) months requirement of item-wise/ section wise materials in the Employer's prescribed pro-forma, indicating quantities and the details/calculations based on Drawings.
- 3.6 The Contractor shall keep proper account of the materials supplied to him by the Employer and shall submit monthly reconciliation statements to the Engineer/Consultant showing the materials received and consumed and the balance stock (section-wise/ materials issued) lying in his custody in Site/Sites.
- 3.7 Where the Contract is terminated, the Contractor shall arrange at his own cost to return all balance materials issued to him by the Employer with proper reconciliation statements at Employer's stores/yard or any other place as directed by Engineer /Consultant.
- 3.8 The Employer / Engineer / Consultant reserves the right for inter-transfer of materials issued by the Employer from one Contractor to the other Contractor if it becomes necessary during the course of execution of Work and the Contractor shall not have any objection to such arrangement. Such transfer of materials shall be regularised by issue of materials Store Return Note (SRN) and Stores Issue Note (SIN).
- 3.9 **Issue of Steel Materials:**
- Steel materials shall be issued in conventional standard length/ sizes/coils as available with the Employer on the actual weighment basis. If for any reason attributable to Employer such as non-function of weigh bridges etc, Steel materials may be issued to the Contractor on measurement basis for which Employer's discretion is final. The weight of steel materials for such issues shall be arrived on the basis of sectional weights of materials as per the Annexure – 2.
- 3.10 **Consumption of Steel materials:**
- The actual consumption of steel materials shall be worked out on the basis of the quantity certified by the Engineer / Consultant considering standard unit weights as per Annexure -2.
- 3.11 **Accounting of Steel materials and return of surplus Steel materials:**
- Contractor shall properly account for total raw Steel materials issued by the Employer. All surplus Steel materials in full sizes and in cut-pieces/ scrap shall be properly sorted out and stacked separately by Contractor and returned to Employers Stores/Yard or as directed by the Engineer / Consultant. As regards the quality/conditions of materials returned, the decision of Engineer/Consultant shall be final, binding and conclusive. Return of surplus Steel materials including cut-pieces/scrap to Employer's stores from Contractor's sites/yards shall be done by the Contractor at his own cost. In the event of refusal or delay by the Contractor to do so, the Engineer shall have the right to arrange the same at his discretion and the cost so incurred shall be recovered from Contractor.
- 3.12 Steel materials of following sizes are to be considered as full size and return of such Steel materials by the Contractor to the Employer's stores, treated as surplus Steel materials returned.
- a) The Reinforcement Steel (M.S. round Bars and M.S. deformed bars having lengths 5500 mm and above)
 - b) The plates of 5 mm to 10 mm thick having a width of 500 mm and above and in lengths of 3000 mm and above
 - c) The plates of 12 mm thick and above with a width of 800 mm and above and with a lengths of 3000 mm and above

- d) The chequered plates with a width of 450 mm and above and in lengths of 3000 mm and above.
- e) Rolled joists, channels, angles and other Steel sections having lengths of 5500 mm and above.
- f) Rounds, Flats and Rails having lengths of 5500 mm and above.
- g) The sheets up-to 5 mm thick having width of 250 mm and above in length of 2000 mm and above.

Steel materials returned other than of the above sizes shall be considered as cut-pieces/scrap.

3.13 For the purpose of Steel accounting, the following allowances towards wastages shall be considered:

- a) Upto 1.5% of admissible quantity worked out as per Clause 3.10 herein above shall be regarded as non-accountable/non-recoverable wastage. In case of lesser wastages than 1.5%, scrap/cut pieces to the extent of such lesser wastage shall be acceptable.
- b) Upto 3.5% of admissible quantity worked out as per Clause 3.10 herein above shall be regarded as permissible wastage on account of cut pieces/scrap and the same shall be returned by the Contractor.
- c) For the scrap returned under sub-clause (a) and (b) above, no other credit towards scrap value shall be given separately.

Thus, the total quantity of Steel materials consumed worked out as per Clause 3.10 herein above plus surplus Steel materials returned (clause no. 3.12 above) plus admissible quantity of non-returnable/non-accountable wastage (clause no.3.13-a) plus permissible wastage against return of cut pieces/scrap (clause no.3.13-b) shall be equal to the quantity of Steel materials issued by the Employer. Any shortage of Steel materials after accounting of Steel materials as above shall be treated as unaccounted Steel materials.

3.14 a) Recovery for the unaccounted Steel shall be effected at the rate of :

Rupees(Rs.....only) per MT for reinforcement Steel.
Rupees(Rs.....only) per MT for Structural Steel.

- b) Where the Contractor returns scrap/cut pieces beyond permissible limits laid down under Clause 3.12 herein above and if the same is accepted by the Employer, the Contractor's' account shall be credited with the value of the scrap at the rate of Rs.....(Rupees.....Only) per MT while effecting recovery considering the same as unaccounted Steel at the rates specified at 3.14 (a) herein above.

3.15 Issue and consumption of Steel materials shall be computed as per Clause 3.9 & 3.10 herein above. No claim on account of any variation in weight on account of rolling variations will be admissible and Contractor's quoted rate shall be deemed to take into account this contingency.

4.0 MATERIALS BY CONTRACTOR:

4.1 All materials (other than the material supplied by the Employer) required for the works shall conform to the relevant specifications and or as per Bureau of Indian Standards (BIS) and shall be arranged and procured by the Contractor at his own cost.

- 4.2 Generally all fabrication works shall be done at the area allotted by the Engineer within the plant premises only. However, in special circumstances, items requiring special job for which facilities are not available/are not sufficiently available, the Engineer may allow for fabrication of such items outside the plant premises. The fabrication outside the plant premises shall be undertaken by the Contractor only with the specific written approval of the Engineer. Under such circumstances the Contractor shall submit a Bank Guarantee in the prescribed form for equivalent amount of the materials to be taken out by him or as may be issued to him directly from the suppliers.
- 4.3 The Contractor shall bear all the expenditure at all stages on account of loading, unloading, transportation and other miscellaneous expenses, losses and damages for all materials upto his fabrication yard/shop and thereafter to the erection site including all other expenses till the erection works have been completed and handed over to the Engineer. The unit rates shall be inclusive of all such incidental expenses and no extra shall be payable on any account in this regard.
- 4.4 Irrespective of whether the fabrication is done within or outside the plant premises the unit rates quoted by the Contractor shall be the same.
- 4.5 The Contractor shall not divert or convert any such materials for their own use or for any other use not connected with the works entrusted.
- 4.6 All materials and workmanship shall conform to the Specifications and Drawings issued from time to time. In case if any item is not covered by the specification and drawings so issued, it shall conform to the relevant Bureau of Indian Standard (BIS) and/or as directed by the Engineer/Consultant.

4.7 Inspection of Materials:

Construction materials brought by the Contractor for incorporation in the works shall be inspected and approved by the Engineer/Consultant from time to time. The Contractor shall provide all facilities for such inspection at his own cost.

All rejected materials which do not conform to specification shall be removed immediately from the site forth-with by the Contractor at his own cost. No claim for compensation on this account shall be entertained.

Materials that could be tested in the Employer's Laboratory will be tested free of cost as per Annexure-3. For materials that could not be tested in the Employer's Laboratory, the same shall be got tested by the Contractor at other approved laboratories at his own cost. The test certificates shall be submitted for the necessary approvals.

5.0 CONSTRUCTION PLANT, EQUIPMENT AND MACHINERY:

- 5.1 The Contractor has to arrange for adequate number of necessary machinery such as compressors, jack hammers, shovels, dumpers, dozers, cranes, concrete batching plants, weigh batchers, concrete mixers, vibrators etc., which are in good working condition in order to complete the work as per the agreed schedule. The Contractor shall furnish a list of machinery which they propose to deploy for the Work during finalization of construction schedule.
- 5.2 Subject to availability, the Employer may provide some of the heavy equipment on hire basis to the Contractor as per the terms and conditions given in Annexure-4. However, it shall be understood that the Employer is neither bound to with such equipment nor liable for any delays losses for not providing or delay in providing such equipment.

6.0 ADVANCES:**6.1 THIS CLAUSE STANDS DELETED.****6.2 THIS CLAUSE STANDS DELETED.****7.0 ROYALTIES, SEIGNIORAGE, DEAD RENT ETC.:**

The Contractor should produce documentary evidence for having paid the seigniorage fee/royalties/dead rent etc., as prescribed from time to time for Minor Minerals to the State Government. In the absence of production of such evidence the normal seigniorage fee/royalties/dead rent etc., together with five times penalty will be recovered from the bills of the Contractor and paid to the State Government by the Employer.

8.0 PRICE VARIATION:

8.1 The price variation on accepted rates of the Bill of Quantities will be permissible to the extent given in Annexure-6 enclosed. The rates quoted by the Tenderer shall be inclusive of all taxes, levies, duties, etc., prevailing on the last date of submission of the tender or the revision of prices, whichever is later. For the purpose of reimbursement of variation in duties or taxes, the difference between the duties, taxes etc. as prevailing on the date of supply / rendering of service within the Contractual delivery schedule and those prevailing as on the last date of submission of the tender or the revision in prices whichever is later shall be considered (Ref. Cl. 23.6 of VSP-NTK-03).

8.2 During tenure of the Contract, if any new taxes, duties/levies etc., are imposed or tax rates undergo changes as notified by the Govt., and become applicable to the subject works, the same shall be reimbursed by the Employer on production of documentary evidence in respect of payment of the same. Benefits accruing to the Contractor on account of withdrawal/reduction in any existing taxes and duties, the same shall be passed on to the Employer.

8.2.1 The total amount of CENVAT (ED/CVD/SAD if any, and Service Tax including Educational Cess and Secondary & Higher Education Cess thereon) and APVAT indicated in the respective column of price schedule of the tender will be binding on the contractor for furnishing required documents to facilitate the Employer to avail CENVAT and ITC Credit. Further, the item-wise CENVAT and ITC amounts shall be adjusted in proportion to the quantity of work executed as per Clause No. 23.8.6 of GCC for construction works (i.e. VSP-NTK-03) and the total of such adjusted item-wise amount for CENVAT and ITC respectively shall be taken as binding on the contractor i.e. the amount indicated item-wise on CENVAT and ITC on APVAT may vary but the total amount indicated in the tender is binding on the contractor with adjustment on account of quantity variation during execution.

8.3 The variations due to Clause No. 8.1 and 8.2 above shall not be permissible during the extended period of Contract, if the delay is attributable to the Contractor.

9.0 VARIATION IN QUANTITIES:

Quantities against individual items shall be subject to wide variation without any limit. As such the agencies are required to quote self-sustaining, and reasonable rates against each item. No claim on account of wide variation of the quantities of individual items will be accepted. However, the rate in the agreement shall be valid up to plus or minus 30% of the awarded value as mentioned in LOA. No change in the unit rates or any claim on account of variation up to plus or minus 30% of the awarded value as mentioned in LOA will be admissible. Rates for quantity variation beyond this limit shall be mutually discussed and agreed to.

10.0 PAYMENT TERMS

10.1 Ninety-five percent (95%) shall be paid against On-account Bills as per clause 11.0 herein below.

10.2 Five percent (5%) shall be paid against final bill as per Clause No 13.0 herein below.

11.0 ON ACCOUNT BILLS :

11.1 Payment of all works done by the Contractor shall be made on the basis of the measurements recorded in the measurement sheets in the pro-forma prescribed by the Engineer/Consultant. The Contractor shall submit along with each Bill the following documents:

- a) Certificate complying statutory obligations of Labour Rules (Pro-forma enclosed at Annexure - 7)
- b) Copies of the Labour License and Insurance Policies.
- c) Copies of the proof of payment of Provident Fund and Certified monthly Wage Sheets
- d) Detailed measurement sheets and Bill forms.
- e) Unstamped acknowledgments for the materials received from Employer.
- f) Materials issue statements along with copies of stores issue notes and safe custody certificate indicating that the materials are in good condition, material consumption statements and material reconciliation statements based on working drawings.
- g) Royalty/Seigniorage statements along with proof of payment of the Royalty/Seigniorage to Mines Department for the minor minerals consumed in the works.

The Contractor shall submit the Bill to Engineer/Consultant once in a month for the work done, unit wise, in the prescribed pro-forma in six (6) copies with the above documents based on measurements as accepted by the Engineer or his authorised representative or Consultant. If the Contractor fails to submit any of the documents mentioned above along with the Bill, then the Engineer/ Consultant will return the Bill. Employer will not be liable to pay any amount under the said Bill and the Contractor shall re-submit the same along with all the documents mentioned above for payment.

The Employer shall release the payment to the Contractor on the fifteenth (15th) day on receipt of Bill along with relevant documents complete in all respects as certified by Engineer/Consultant. If the fifteenth (15th) day falls on a holiday or off day, the payment shall be made on the next working day. However, no interest shall be paid for any delay in payment of "On-Account-Bills."

All "On-Account" payments shall be regarded as advance payments to be finally adjusted against the "Final Bill" payment.

11.2 In respect of foundations/floors where connected works are to be carried out by the Contractor for enabling the other agencies to take the erection work, the Engineer reserves the right to withhold up to Ten per cent (10%) of the amount due unless the connected works are completed to hand-over the foundation/floors for the purpose of erection to other Agencies. In respect of works relating to basement, tunnels and electrical rooms, the Engineer reserve the right to withhold up to Ten per cent (10%) of the amount due in case the fronts are not handed over to the erection Agencies.

11.3 If any part of the Contractor's work necessitates proper reception of the work by another Agency, the later shall inspect and report to the Engineer /Consultant defects if any, in such work that render it unsuitable for such proper reception. If the said defect is found to be due to use of materials or workmanship not in accordance to the Contract, the Engineer/ Consultant shall be entitled to employ and pay other Agency to carry out the dismantling and proper re- execution of such work and all expenses consequent thereof

or incidental thereto shall be borne by the Contractor and shall be recoverable from any money due or which may become due to the Contractor.

- 11.4 The Contractor has to submit his Bill in the prescribed format to meet the requirement of Computerised Bill payment system of the Employer. The Contractor shall also arrange data entry to suit the Employer/System at his own cost.

- 11.5 The recovery rates for cut trees are as follows:

- a) for trees beyond 300mm girth and upto 600mm girth will be Rs.100/- (Rupees one hundred only) per each tree.
- b) for trees beyond 600mm girth and upto 1200mm girth will be Rs.400/- (Rupees four hundred only) per each tree.
- c) for trees beyond 1200 mm girth and upto 2400 mm girth will be Rs.640/- (Rupees six hundred forty only) per each tree.
- d) for trees beyond 2400 mm girth and above will be Rs.2560/- (Rupees two thousand five hundred sixty only) per each tree.

12.0 ACCEPTANCE OF LOW STRENGTH CONCRETE:

In case concrete strengths fall below the specified mark, either of the following may be adopted

- (a) In extreme or critical cases the Concrete shall have to be dismantled and redone at the Contractor's cost. Engineer/Consultant decision in this regard shall be final and binding on the Contractor.
- (b) Remedial measure as approved by the Engineer/ Consultant shall be carried out at the Cost of the Contractor.
- (c) Where no remedial measures are considered necessary and the concrete below the specified strength is accepted by Engineer/ Consultant, the payment will be made as under:

i)	Above 90% and upto 100% of specified strength	:	15% below the agreed rates for that particular batch.
ii)	Above 80% upto and including 90% of the specified strength	:	45% below the agreed rates for that particular batch.
iii)	Above 60% upto and including 80% of the specified strength	:	70% below the agreed rates for that particular batch.

13.0 FINAL BILL:

- 13.1 Final payment for the Work shall be released only after certification by the Engineer/Consultant of satisfactory performance and completion of the Contract in all respects and on an absolute "No Demand Certificate" in the prescribed form and upon return in good conditions of any documents, drawings, samples, or other property belonging to the Employer returnable as per Contract and on compliance of all other clearances or requirements as per this Contract.

In order to expedite closing of Contract, the Contractor may submit pre-final bill with final measurement, materials reconciliation, No objection certificate for payment of Pre-final/Final Bill from the Contract Labour Cell (Personnel Department of Employer), completion drawings, etc., and payments thereof will be made within three (3) months subject to the Contractor satisfying all requirements as per Contract. In case of minus Bill, recovery will be effected from other dues or on demand the Contractor shall forthwith remit the amount to the Employer.

- 13.2 The following documents shall be submitted along with the Final Bill:

- a) Check list for Final Bill (Proforma enclosed at Annexure - 8).
- b) Final measurement sheets along with the Final Bill in Final Bill form.
- c) Unstamped acknowledgments for the materials received from the Employer.
- d) Materials issue statements along with copies of Stores Issue Notes.

- e) Material consumption statements based on As-Built Drawings.
- f) Statement of hire charges for the equipment issued by the Employer.
- g) Material reconciliation statements.
- h) Material return statements along with original copies of the Stores Return Notes.
- i) No claim certificate by the Contractor (on letter head of the Contractor).
- j) No objection certificate for payment of Final Bill from the Contract Labour Cell (Personnel Department of Employer).
- k) Royalty/Seigniorage statements along with proof of payment of the charges to Mines Department for the minor minerals consumed in the works.

If the Contractor Fails to submit any of the documents mentioned above along with the Bill, then the Engineer/ Consultant will return the Bill. Employer will not be liable to pay any amount under the said Bill and the Contractor shall re-submit the same along with all the documents mentioned above for payment.

- 13.3 The Engineer or his representatives/Consultants or any Government Authority with the permission of the Engineer shall reopen the work, examine the work or material and get tested the materials or work at any time and apply any deduction of amount as deemed fit for non-conforming to the requirements as per specifications and other document of the Contract. Release of any payment earlier will not absolve the right for such action. The Contractor shall attend to all such works and rectifications directed by the Engineer/Consultant without any extra cost. The decision of the Engineer/Consultant shall be final, binding and conclusive.
- 13.4 In case the Contractor fails to submit the Final Bill with all requisite documents even after completion of Defect Liability Period, the Employer reserves right to process the Final Bill on Experte and close the Contract accordingly. The Employer's decision in this regard shall be final and binding on the Contractor.

14.0 SITE ORDER BOOK:

A site order book shall be kept at the site of Work under the safe custody of the Contractor. Any special order and instructions to be issued to the Contractor will be recorded in this book by the Engineer/Consultant or his representative. Each page of the book will be numbered and initialed by the Engineer/ Consultant. The book shall always be kept safely at the site of work. The Contractor shall sign all orders in token of his having seen and noted the same. The order book will be property of the Employer. The site orders and instructions shall be duly complied by the Contractor.

15.0 ACCURACY OF WORKS:

Foundation bolts, inserts, jigs, fixtures etc., shall be fixed into concrete as required along with the original concreting/works to the accuracies indicated in the working drawings. The levels of foundation tops as also the surface of other concrete structures shall be to the accuracies indicated on the drawings and/or required for erection of structures, equipment or fixtures without chipping, plastering and other rectifications. All rectifications including redoing, if they become necessary and or permitted, will be at Contractor's cost.

16.0 TRANSFER OF GUARANTEES:

All Guarantees such as for Anti-termite treatment, Water proofing, Acid resisting materials etc., for the entire works as obtained from the manufacturers or Specialist agencies shall be transferred to the Employer by the Contractor prior to acceptance of such works, and the Contractor shall be responsible for the rectification / redoing of such works during the Guarantee period.

17.0 SUBMISSION OF OTHER DOCUMENTS FOR ACCEPTANCE OF WORKS:

On completion of any unit of Work, the Contractor shall submit to the Engineer all or any of the following documents for approval of the works as per directions of the Engineer/Consultant.

1. Completion certificate for embedded and covered up works.
2. Manufacturer's certificates and test certificates, wherever applicable.
3. Certificates on control, checking and test of materials.

18.0 CLEARING THE SITE:

Unless otherwise specified in the Bill of Quantities, the Contractor shall clear from the Site before start of Work all bushes, vegetations, rubbish and brick bats, stones etc., and dispose them suitably in allotted areas as directed by the Engineer/Consultants at his own cost. The Contractor shall also clear the Site and hand over the Site on completion of Work free from debris, surplus materials/earth etc., at his own cost.

19.0 UNIFORMITY OF RATES:

Where more than one Bill of Quantities form part of the same Tender and in such cases, where similar items appear the tenderer shall quote same rates for the same items of the works in all the Bill of Quantities. In case different rates are quoted, the lowest rate shall only be considered for release of payment for such items.

In case any of extra work in respect of any Bill of Quantities being executed, the rate for such extra work shall be the same for such items of work if so included in the other Bill of Quantities under the same Contract at the discretion of the Employer.

20.0 RECRUITMENT OF LABOUR:

While recruiting the labour and supervisory staff for his works, the Contractor has to notify the vacancies to the concerned Employment Exchange and recruit the staff in accordance with the rules and regulations in force. The Contractor shall ensure that fifty percent (50%) of his deployed Un-skilled workmen at site shall be taken from the Displaced Persons for which the list shall be made available by the Employer to the Contractor or the same can be taken from Sub-Employment Exchange, Gajuwaka, Visakhapatnam District, Andhra Pradesh, if not available with the Employer.

- 20.1 Contractor shall provide at his cost working aprons to his personnel working at site. The aprons shall be of blue color, cotton with half sleeves, 3 pockets (1 on chest and 2 below) and contractor's name written in capital yellow letters with fluorescent / glow paint on the back and front

21.0 EXCEPTED MATTER:

In the above Clauses wherever it is mentioned that the decision/instructions/ opinions of the Engineer/Employer will be final/binding and are conclusive these will also be treated as "Excepted Matters" as defined in General Conditions of Contract.

**LIST OF ANNEXURE TO SPECIAL CONDITIONS OF CONTRACT FOR
CIVIL ENGINEERING WORKS**

ANNEXURE	1	Details of Materials to be issued by the Employer.
ANNEXURE	2	Unit Weight of Steel Sections.
ANNEXURE	3	List Tests at Employers Laboratory at Free of Cost.
ANNEXURE	4	Hire Charges of Equipment
ANNEXURE	5	THIS ANNEXURE STANDS DELETED
ANNEXURE	6	Escalation clause /Formulae
ANNEXURE	7	Certificate regarding Statutory obligations of Labour Rules to be submitted along with “ On – Account –Bill”.
ANNEXURE	8	Check List for Final Bill.

ANNEXURE-1**(As per clause no. 2.2 of Special Condition of Contracts)****DETAILS OF FREE ISSUE MATERIALS TO BE ISSUED BY THE EMPLOYER.**

Sl.No.	Details	Place of issue
1	Reinforcement Steel	Employer's Stores/Storage Yard at Steel Plant Site or any other Site inside the Plant area.
2	Structural steel sections like angles, beams, channels M.S. rounds, flats, rails, plates and chequered plates of different qualities and grades	Employer's Stores/Storage Yard at Steel Plant Site or any other Site inside the Plant area.
3	Granulated Blast Furnace Slag	Employer's Storage area / Yard at Steel Plant Site or any other Site inside the Plant area.

Note: No Steel shall be issued for fabrication of Bolts and the same shall be included in the Scope of the Contractor.

ANNEXURE - 2

(As per Clause No. 3.9 of Special Condition of Contracts)

UNIT WEIGHTS OF STEEL SECTIONS**JOIST**

SL. NO.	SECTION	WEIGHT (Kg./mtr.)
1.	MB 600 X 210	123.0
2.	MB 500 X 180	86.9
3.	MB 450 X 150	72.4
4.	MB 400 X 140	61.6
5.	MB 350 X 140	52.4
6.	MB 300 X 140	46.1
7.	MB 250 X 125	37.3
8.	MB 225 X 110	31.1
9.	MB 200 X 100	25.4
10.	MB 175 X 85	19.5
11.	MB 150 X 75	15.0
12.	MB 125 X 70	13.4
13.	MB 100 X 70	11.5

CHANNELS

SL. NO.	SECTION	WEIGHT (Kg./mtr.)
1.	MC 400 X 100	50.1
2.	MC 300 X 90	36.3
3.	MC 250 X 80	30.6
4.	MC 225 X 80	26.1
5.	MC 200 X 75	22.3
6.	MC 175 X 75	19.6
7.	MC 150 X 75	16.8
8.	MC 125 X 65	13.1
9.	MC 100 X 50	9.56
10.	MC 75 X 40	7.14

EQUAL ANGLES

SL. NO.	SECTION	WEIGHT (Kg./mtr.)
1.	ISA 200 X 200 X 20	60.0
2.	ISA 200 X 200 X 16	48.5
3.	ISA 200 X 200 X 12	36.9
4.	ISA 150 X 150 X 20	44.1
5.	ISA 150 X 150 X 16	35.8
6.	ISA 150 X 150 X 12	27.3
7.	ISA 150 X 150 X 10	22.9
8.	ISA 130 X 130 X 12	23.4
9.	ISA 130 X 130 X 10	19.7
10.	ISA 130 X 130 X 08	15.9
11.	ISA 110 X 110 X 10	16.5
12.	ISA 110 X 110 X 8	13.4
13.	ISA 100 X 100 X 12	17.7
14.	ISA 100 X 100 X 10	14.9
15.	ISA 100 X 100 X 8	12.1
16.	ISA 100 X 100 X 6	9.20

17.	ISA 90 X 90 X 12	15.8
18.	ISA 90 X 90 X 10	13.4
19.	ISA 90 X 90 X 8	10.8
20.	ISA 90 X 90 X 6	8.2
21.	ISA 80 X 80 X 10	11.8
22.	ISA 80 X 80 X 8	9.6
23.	ISA 80 X 80 X 6	7.3
24.	ISA 75 X 75 X 10	11.0
25.	ISA 75 X 75 X 8	8.9
26.	ISA 75 X 75 X 6	6.8
27.	ISA 65 X 65 X 10	9.4
28.	ISA 65 X 65 X 8	7.7
29.	ISA 65 X 65 X 6	5.8
30.	ISA 50 X 50 X 6	4.5
31.	ISA 50 X 50 X 5	3.8
32.	ISA 45 X 45 X 6	4.0
33.	ISA 45 X 45 X 5	3.4
34.	ISA 40 X 40 X 6	3.5
35.	ISA 40 X 40 X 5	3.0
36.	ISA 35 X 35 X 5	2.6

RAILS

SL. NO.	SECTION	WEIGHT (Kg./mtr.)
1.	60 Lbs/Yd	29.76
2.	75 Lbs/Yd	37.13
3.	90 Lbs/Yd	44.61
4.	105 Lbs/Yd	51.89
5.	CR 80	64.20
6.	CR 100	89.00
7.	CR 120	118.00
8.	CR 140	147.00

ROUNDS

SL. NO.	SECTION	WEIGHT (Kg./mtr.)
1.	ISRO 100 Ø	61.70
2.	ISRO 90 Ø	49.90
3.	ISRO 80 Ø	39.50
4.	ISRO 71 Ø	31.10
5.	ISRO 63 Ø	24.50
6.	ISRO 56 Ø	19.30
7.	ISRO 50 Ø	15.42
8.	ISRO 45 Ø	12.50
9.	ISRO 40 Ø	9.85
10.	ISRO 36 Ø	7.99
11.	ISRO 32 Ø	6.31
12.	ISRO 28 Ø	4.83
13.	ISRO 25 Ø	3.85
14.	ISRO 22 Ø	2.98
15.	ISRO 20 Ø	2.47
16.	ISRO 18 Ø	2.00
17.	ISRO 16 Ø	1.58
18.	ISRO 12 Ø	0.888
19.	ISRO 10 Ø	0.617
20.	ISRO 8 Ø	0.395
21.	ISRO 6 Ø	0.222

22.	ISRO 5 Ø	0.154
23.	ISRO 4 Ø	0.099

SQUARES

SL. NO.	SECTION	WEIGHT (Kg./mtr.)
1.	ISSQ 50 X 50	19.60
2.	ISSQ 40 X 40	12.60
3.	ISSQ 25 X 25	4.91
4.	ISSQ 20 X 20	3.14
5.	ISSQ 16 X 16	2.01

FLATS

SL. NO.	SECTION	WEIGHT (Kg./mtr.)
1.	400 X 25	78.50
2.	400 X 20	62.80
3.	400 X 18	56.50
4.	400 X 16	50.20
5.	300 X 20	47.10
6.	300 X 16	37.70
7.	300 X 12	28.30
8.	250 X 25	49.10
9.	250 X 20	39.20
10.	250 X 16	31.40
11.	250 X 12	23.60
12.	250 X 10	19.60
13.	200 X 25	39.20
14.	200 X 20	31.40
15.	200 X 16	25.10
16.	200 X 12	18.80
17.	200 X 10	15.70
18.	180 X 20	28.30
19.	180 X 16	22.60
20.	150 X 25	29.40
21.	150 X 16	18.80
22.	150 X 12	14.10
23.	150 X 10	11.80
24.	100 X 20	15.70
25.	100 X 16	12.60
26.	100 X 12	9.40
27.	100 X 10	7.80
28.	100 X 8	6.28
29.	100 X 6	4.71
30.	80 X 16	10.00
31.	80 X 12	7.54
32.	80 X 10	6.28
33.	80 X 8	5.02
34.	80 X 6	3.77
35.	80 X 5	3.14
36.	75 X 16	9.42
37.	75 X 12	7.07
38.	75 X 10	5.89
39.	75 X 8	4.71
40.	65 X 12	6.12
41.	65 X 10	5.10
42.	65 X 8	4.08

43.	50 X 16	6.28
44.	50 X 12	4.71
45.	50 X 10	3.93
46.	50 X 8	3.14
47.	50 X 6	2.36
48.	45 X 10	3.53
49.	45 X 8	2.83
50.	45 X 6	2.12
51.	40 X 10	3.14
52.	40 X 8	2.51
53.	40 X 6	1.88
54.	35 X 10	2.75
55.	35 X 8	2.20
56.	35 X 6	1.65
57.	30 X 6	1.41
58.	25 X 10	1.96
59.	25 X 8	1.57
60.	25 X 6	1.18
61.	25 X 5	0.98

SKELP

SL. NO.	SECTION	WEIGHT (Kg./mtr.)
1.	235 X 4.3	7.93
2.	235 X 3.9	7.19
3.	216 X 4.3	7.29
4.	216 X 3.9	6.61
5.	167 X 4.3	5.64
6.	167 X 3.9	5.11
7.	148 X 4.3	5.00
8.	148 X 3.9	4.53
9.	147 X 4.3	4.96
10.	147 X 3.8	4.38
11.	146 X 4.3	4.93
12.	146 X 3.9	4.47

PLATES

SL. NO.	SECTION	WEIGHT (Kg./mtr.)
1.	PL 80 mm Thick	628.00
2.	PL 70 mm Thick	549.50
3.	PL 63 mm Thick	494.55
4.	PL 56 mm Thick	439.60
5.	PL 50 mm Thick	392.50
6.	PL 45 mm Thick	353.25
7.	PL 40 mm Thick	314.00
8.	PL 36 mm Thick	282.60
9.	PL 32 mm Thick	251.20
10.	PL 28 mm Thick	219.80
11.	PL 25 mm Thick	196.25
12.	PL 22 mm Thick	172.70
13.	PL 20 mm Thick	157.00
14.	PL 18 mm Thick	141.30
15.	PL 16 mm Thick	125.60
16.	PL 14 mm Thick	109.90
17.	PL 12 mm Thick	94.20
18.	PL 10 mm Thick	78.50

19.	PL 8 mm Thick	62.80
20.	PL 6 mm Thick	47.10
21.	PL 5 mm Thick	39.25

CHEQUERED PLATES

SL. NO.	SECTION	WEIGHT (Kg./mtr.)
1.	5 O/P	45.35
2.	6 O/P	53.20
3.	7 O/P	61.05
4.	8 O/P	68.98
5.	10 O/P	84.60
6.	12 O/P	100.30

NOTES:

1. For unit weights of sheets IS: 1730 (Part II) 1974 shall be followed.
2. For plates/flats/sheets/skelps etc., not included in the above list, weights are to be calculated with density of steel as 7.85 g/cm³.



ANNEXURE-3

(As per Clause No. 4.7 of Special Condition of Contracts)

LIST OF TESTS AT EMPLOYER'S LABORATORY AT FREE OF COST

ANNEXURE-4.

(As per Clause No. 5.2 of Special Condition of Contracts)

HIRE CHARGES OF THE CONSTRUCTION EQUIPMENT

SL. NO.	DESCRIPTION OF THE EQUIPMENT	HIRE CHARGES PER HOUR
1.	TATA 955 Crane	
2.	TATA 655 Crane	
3.	TATA 320 Crane	
4.	Demag V –72	
5.	Ack Lift	
6.	D-80 Dozer	
7.	CC 2000 Crane	
8.	BK-300T Crane	
9.	Boom Extension / Reduction:	
	TATA 320	
	TATA 655	
	TATA 955.	
10.	35T Haulpak Dumper	
11.	L&.T 90 -- CK Poclain	
12.	WA 200 Loader	
13.	HM -2071 Loader	
14.	BEML PC-220 Excavator	
15.	Escorts C-8000 Hydra Crane	
16.	Ashok Leyland Tusker Turbo20Ton. Tractor Trailor	
17.	BEML D-155 Dozer	
18.	Husky 30T crane	
19.	Groove 40T crane	

Notes:

- 1) ****: hire charges from ----- (date).
- 2) Employer shall provide the above Equipment subject to their availability on chargeable basis. Employer is neither bound to provide with such Equipment nor liable for any delays/ losses for not providing or delay in providing such Equipment.
- 3) The Employer hire out to the Contractor the available equipment on the basis that the Contractor shall be responsible for the safe custody of the Equipment hired out to him during the period of hire and the Contractor shall make good any loss or damages to the equipment caused due to negligence, inadequate watch and ward etc.
- 4) Hire charges shall be levied from the time the equipment is handed over to the Contractor upto the time the same is handed over to the Employer.



VOID

ANNEXURE-5.

(As per Clause No. 6.1 of Special Condition of Contracts)

BG PROFORMA FOR INTEREST FREE RECOVERABLE ADVANCE

(NON – JUDICIAL STAMP PAPER VALUING Rs. 100/-
BOUGHT IN THE NAME OF THE BANK)

THIS ANNEXURE STANDS DELETED

ANNEXURE-6
(As per Clause No. 8.0 of Special Condition of Contracts)

PRICE VARIATION-ESCALATION CLAUSES/ FORMULAE

The following clauses relating to Variation in Wages, POL and Material shall be applicable. No other claim on account of any other variation either statutory or otherwise shall be applicable.

I. PRICE VARIATION DUE TO CHANGE IN LABOUR WAGES:

Price variation due to change in Labour Wages shall be applicable as per formula given below:

$$V = \frac{0.25 \times W \times (X - X_0)}{X_0}$$

Where:

- V = Escalation or de-escalation payable or deductible
- W = Gross value of work done on the basis of Contractor rates for the period for which variation is applicable.
- X = Average of revised minimum rates of wages of Skilled, Semi-skilled and Un-skilled workers applicable for the area of site of work as per minimum rates of wages as notified by Commissioner of Labour, Andhra Pradesh, Hyderabad, published in the Andhra Pradesh Gazette for the period under consideration.
- X₀ = Average of minimum rates of wages of Skilled, Semi-skilled and Un-skilled workers on the base date (i.e., last date of submission of tender or the revision of price, whichever is later) applicable for the area of site of work as per minimum rates of wages as notified by Commissioner of Labour, Andhra Pradesh, Hyderabad, published in the Andhra Pradesh Gazette.

CLARIFICATION:

In case of revision of wages with effect from any date in a month, say March 2006 the work done with effect from the first day of subsequent month (i.e., 1st April 2006) only will qualify for price variation as per the above formula.

II. PRICE VARIATION DUE TO CHANGE IN POL PRICE:

Price variation due to change in POL prices shall be applicable as per formula give below:

$$V = \frac{0.05 \times W \times (R - R_0)}{R_0}$$

Where:

- V = Escalation or de-escalation payable or deductible
- W = Gross value of work done at the Contract Rates for the period for which variation is applicable.

R = Revised rate of Ordinary High Speed Diesel Oil per litre as fixed by Public Sector Oil Company applicable for the area of site of work for the period under considerations.

R0 = Rate of Ordinary High Speed Diesel Oil per litre as fixed by Public Sector Oil Company applicable for the area of site of work on the base date (i.e., last date of submission of tender or the revision of price, whichever is later).

CLARIFICATION:

- i) In case of revision of rates of Ordinary High Speed Diesel Oil with effect from any date in a month, say March, 2006, the work done with effect from the first day of subsequent month (i.e., 1st April, 2006) only will qualify for price variation as per the above formula.
- ii) In case of more than one revision in the rate of Ordinary High Speed Diesel Oil, in a month, the latest revision in the rates shall be considered for payment of escalation.

III. PRICE VARIATION OF MATERIALS:

Price variation due to change in Price of Materials shall be applicable as per formula give below:

$$V = \frac{0.55 \times W \times (X - X_0)}{X_0}$$

Where:

V = Escalation or de-escalation payable or deductible

W = Gross value of work done at the Contract Rates for the period for which variation is applicable.

X = RBI Index No. of all commodity whole-sale price index (average of month) for the period under consideration.

X0 = RBI Index No. of all commodity whole-sale Price Index as on the month which is the last date of submission of tender or the revision of price, whichever is later.

CLARIFICATION:

- i) In case of revision of rates of materials with effect from any date in a month say March, 2006. The work done with effect from subsequent month (i.e., April, 2006) only will qualify for price variation as per the above formula.

ANNEXURE – 7

(As per Clause No. 10.1 a) of Special Condition of Contracts)
TO BE ENCLOSED WITH ON-ACCOUNT BILLS

Sub: STATUTORY OBLIGATIONS OF LABOUR RULES

1. Name of the Contractor :
2. Name of the Work :
3. Agreement No. :
4. Job Code No. & Party Code No. :
5. Labour License No. & Validity :
6. No. of workers for which above labour license is obtained :
7. Compliance to the provision of Employees Provident Fund & Misc. Provisions Act, 1952 :
8. Compliance to the provisions of Employees' State Insurance (ESI) Act, 1948

Verified and Certified that the above are found to be in order

Signature of the Engineer

Name:

Designation:

Date:

Certified that I/We have been complying with the above statutory provisions

Signature of Contractor/ or his authorised Power of Attorney Holder with date

Name:

Address:

ANNEXURE-8.
(As per Clause No. 12.2 a) of Special Condition of Contracts)

CHECK LIST FOR THE FINAL BILL

1. Name of the Work :
2. Name of the Contractor :
3. Contract/Agreement No. & Date :
4. Contract Value :
5. Value of Extra items :
6. Value of Final Deviation :
7. Final Contract value :
8. Whether the Final Bill is in prescribed format :
9. Whether the total value of Work certified exceeds total Contract value and if so, whether approval of the Competent Authority exists for the deviation. :
10. Whether there are any extra items of work executed by Contractor whether such extra items of work was approved. :
11. Whether the Work was completed within the Contract/extend period of Contract and whether any LD is levied. :
12. Whether there is consumption of materials over and above theoretical consumption based on as build drawings plus authorised wastages. If so, whether suitable recoveries are made on quantities used beyond norms. Theoretical consumption statement also be submitted. :
13. Whether there are free issue of materials. If so, whether they have been properly accounted for and the surplus materials have been returned by the Contractor or recovery as per the contract has been affected from the Contractor. :
14. Whether the empties/containers in case of free issues have been returned. If not so, whether proper recoveries have been made. :
15. Whether No Claim Certificate is furnished by the Contractor in proper form duly countersigned by the "Engineer". :
16. Whether No Demand Certificate of the "Engineer" is provided. :

17. Whether materials issued on loan basis have been :
returned. If not, whether proper recoveries are made at
the rates approved by the competent authority.
18. Whether drawings have been submitted by the :
Contractor.
19. Whether As built drawings have been submitted by the :
Contractor.
20. Whether the Royalty/Seigniorage fee on materials has :
been cleared and Proof/No Demand Certificate from the
appropriate authority produced by the Contractor.
21. Whether the Site has been cleared by Contractor. :
22. Whether any plant, machinery and equipment has been :
hired out to the Contractor and if so, whether the hire
charges have been recovered in full.
23. Whether water supply charges are recoverable and :
recovered.
24. Whether power charges are recoverable and recovered. :
25. Whether all security passes issued have been returned :
by the Contractor.
26. Whether there is any court attachment/ demands from :
Govt. departments. If so, whether recoveries have been
made.
27. Whether the Contractor has fulfilled Statutory obligations :
under the Contract and CLC clearance from Personnel
Dept submitted.

Signature of Engineer (VSP)
Date:
Name:
Designation:

Signature of Contractor with Seal
Date:
Name:
Address: