

# कार्यालय नगर पालिक निगम, रायगढ़ (छ0ग0)

क्रमांक 2579 / लो.क.वि./न.पा.नि./ 2024

रायगढ़ दिनांक 07-03-2024

## ॥ निविदा आमंत्रण सूचना ॥

नगर पालिक निगम, रायगढ़ क्षेत्रांतर्गत निम्नलिखित कार्य हेतु लोक निर्माण विभाग द्वारा एकीकृत पंजीयन प्रणाली अंतर्गत सक्षम श्रेणी में पंजीकृत ठेकेदारों से निविदा प्रपत्र "अ" में पी.डब्ल्यू.डी. के सड़क/भवन एस.ओ.आर. (प्रभावशील दिनांक 01.01.2015) कार्य हेतु प्रचलित दर अनुसूची पर एवं 06 सीटर आकांक्षीय टॉयलेट ब्लॉक कार्य हेतु निविदा प्रपत्र "फ" में वेबसाइट [www.nagamigamraigarh.com/uad.cg.gov.in](http://www.nagamigamraigarh.com/uad.cg.gov.in) से निविदा प्रपत्र डाउनलोड कर पूर्ण रूप से भरकर निविदा प्रपत्र के साथ निर्धारित प्रपत्र शुल्क डी.डी. के माध्यम से दिनांक 02.04.2024 को अपराह्न 04:00 बजे तक स्पीड पोस्ट/पंजीकृत डाक से मुहरबंद निविदाएं त्रि-लिफाफा पद्धति से आमंत्रित की जाती हैं। प्राप्त निविदाएं दिनांक 02.04.2024 अपराह्न 04:30 बजे उपस्थित निविदाकारों अथवा उनके अधिकृत प्रतिनिधि के समक्ष खोली जावेगी।

1. निविदा प्रपत्र का मूल्य रु. 750.00 निर्धारित है। प्रत्येक कार्य के लिए पृथक-पृथक देय है।
2. स.क्र. 01 से 02 तक कार्य पूर्ण करने की समयावधि 02 माह निर्धारित है एवं स.क्र. 03 के लिए कार्य पूर्ण करने की समयावधि 06 माह निर्धारित है।
3. सभी कार्य एक साथ प्रारंभ किये जायेंगे। अतः उपलब्ध संसाधन के आधार पर उतने गुप में भाग लिया जावे।
4. कार्य का लागत मूल्य राशि रुपये लाख में तथा अमानत राशि रुपये में है।

क्र.	कार्य का नाम	कार्य की लागत (लाख में)/अमानत राशि
1	पार्षद निधि से वार्ड क्र. 17 में कमल टाईपिंग से शंकर घर से अकरम घर तक सीसी सड़क निर्माण कार्य।	05.36 / 5,000.00
2	पार्षद निधि से वार्ड क्र. 44 में कन्हैया पटेल घर से रामनाथ उरांव घर तक आरसीसी नाली निर्माण कार्य।	08.00 / 6,000.00
3	नगर पालिक निगम रायगढ़ क्षेत्रांतर्गत 6 सीटर आकांक्षीय टॉयलेट ब्लॉक निर्माण कार्य।	16.92 / 13,000.00

### नियम एवं शर्तें:-

1. ठेकेदार का जीवित पंजीयन प्रमाण पत्र, आयकर प्रस्तुत करने की विवरणीय वर्ष 2021-22 से पुराना मान्य नहीं होगा, जी.एस.टी. विभाग में पंजीयन की प्रति, दस्तावेज के साथ राशि रु. 50 के स्टॉम्प पेपर में मूल शपथ पत्र जिसमें कार्य अधूरा नहीं छोड़ने तथा फर्म अथवा उसके सदस्यों के नाम की अन्य फर्म को किसी विभाग/संस्था द्वारा काली सूची में नाम दर्ज नहीं होने का उल्लेख किया गया हो। निर्धारित प्रपत्र शुल्क का डी.डी. एवं अमानत राशि का टी.डी.आर./एफ.डी.आर. प्रस्तुत करना होगा तथा समस्त दस्तावेज संलग्न किया जाना होगा। आवश्यकता पड़ने पर शपथ पत्र के अतिरिक्त मूल अभिलेख प्रस्तुत करना होगा। समाचार पत्र में प्रकाशित निविदा सूचना में (उक्त दिनांक में) जितने कार्यों का उल्लेख होगा, उसमें मूल शपथ पत्र सम्मिलित वाली निविदा में भाग लेना अनिवार्य होगा तथा कार्य के स्वसत्यापित प्रति प्रस्तुत कर सकते हैं परन्तु यह सुविधा अन्य दिनांक में प्रकाशित निविदा सूचना के लिए प्रभावशील नहीं होगी।
2. निर्धारित प्रपत्र शुल्क का डी.डी. एवं अमानत राशि का टी.डी.आर./एफ.डी.आर. प्रस्तुत करना होगा।
3. निविदा संबंधी दस्तावेज व अमानत संबंधी लिफाफा स्पीड पोस्ट/पंजीकृत डाक द्वारा ही प्राप्त किये जायेंगे। अन्य किसी माध्यम से जैसे व्यक्तिगत या कोरियर आदि से भेजे गये निविदा स्वीकार नहीं की जावेगी। निर्धारित तिथि व समय के पश्चात प्राप्त निविदायें स्वीकार नहीं की जावेगी एवं न ही खोली जावेगी तथा वापस दी जावेगी डाक विलम्ब के लिए नगर पालिक निगम, रायगढ़ जिम्मेदार नहीं होगा।
4. अमानत राशि के रूप में टी.डी.आर./एफ.डी.आर./एस.टी.डी.आर. आयुक्त नगर पालिक निगम रायगढ़ के नाम से देय होगा।
5. रायल्टी क्लियरेंस प्रमाण पत्र प्राप्त कर प्रस्तुत करने के उपरान्त ही अंतिम देयक का भुगतान किया जावेगा।
6. निर्माण कार्य में प्रयुक्त सामग्री तथा सी.सी. ब्यूब तथा नगरीय प्रशासन कार्यालय से टेस्टिंग रिपोर्ट प्राप्त होने के बाद अंतिम देयक देय होगा, अंतिम देयक के लिए कम से कम 15% (पन्द्रह प्रतिशत) राशि रोकी जावेगी। टेस्टिंग कार्य ठेकेदार को निगम द्वारा अधिकृत प्रयोगशाला से स्वयं के व्यय से कराना होगा।
7. निविदा स्वीकृत की वैधता 120 दिनों की होगी। दरें समस्त करों सहित मान्य होगी। पृथक से किसी भी कर का भुगतान नहीं किया जावेगा। बाजार दर में वृद्धि होने के स्थिति में पृथक से कोई राशि देय नहीं होगी।
8. ठेकेदार को उनके निविदा में उल्लेखित प्रस्तुत दर कम/अधिक प्रतिशत पर ही किये गये कार्य का भुगतान किया जावेगा। कार्य के दौरान मूल्य वृद्धि (Price Escalation) की गणना किसी भी स्थिति में नहीं की जावेगी। सभी देयकों में से अन्य आवश्यक कटौतियों के साथ 05% (पांच प्रतिशत) परफॉर्मेंस राशि अतिरिक्त सुरक्षा राशि के रूप में रोकी जावेगी जो लोक निर्माण विभाग में प्रचलित नियमानुसार अवधि तक रोकी जावेगी। आगामी वर्ष के अवधि में निर्देशित सुधार कार्य करने के बाद रोकी राशि देय होगी। जब तक ठेकेदार के द्वारा अंतिम देयक का भुगतान प्राप्त नहीं कर लिया जाता है तब तक परफॉर्मेंस अवधि प्रभावशील नहीं होगी। सशर्त निविदा मान्य नहीं की जावेगी। ठेकेदार को कार्य पूर्ण होने के बाद प्रतिवर्ष सितम्बर माह सूचना देना होगा कि कार्य स्थल का निरीक्षण कर सुधार हेतु अवगत कराया जावे।
9. एस.ओ.आर. से दस प्रतिशत से कम निविदा दर प्रस्तुत करने की स्थिति में लागत मूल्य के आधार पर अन्तर की राशि का एफ.डी.आर. या अन्य माध्यम से पन्द्रह दिवस में निविदा स्वीकृत की सूचना प्राप्त होने में जमा कराना होगा अन्यथा निविदा स्वतः निरस्त हो जावेगी एवं भविष्य की निविदाओं में भाग लेने से प्रतिबंधित किया जा सकता है।
10. कार्य स्थल में विवाद होने की स्थिति में निविदा निरस्त करते हुए निविदा प्रपत्र के मूल्य के अलावा अन्य जमा करायी गयी राशि वापस करते हुए अनुबंध समाप्त कर दिया जावेगा। ऐसी स्थिति में कोई क्षतिपूर्ति राशि देय नहीं होगी।
11. कार्य गुणवत्ता पूर्ण संपादित कराने का दायित्व ठेकेदार का होगा जिसके समर्थन में संपादित कराये गये कार्य में प्रयुक्त सामग्रियों के खपत के अभिलेख दैनिक रूप से संधारित किया जाना होगा जिसे कार्यालय द्वारा मांग किये जाने पर प्रस्तुत करना होगा।
12. कार्य का अन्य विवरण, देयक से काटी जाने वाली राशि एवं नियम शर्तें कार्यालय में कार्यालयीन अवधि में देखा जा सकता है।
13. नियम एवं शर्तें अनुबंध का एक भाग होगा।
14. किसी भी निविदा को बिना कारण बताए स्वीकृत/अस्वीकृत/निरस्त करने का अधिकार आयुक्त, नगर पालिक निगम, रायगढ़ के पास सुरक्षित रहेगा।
15. निर्धारित तिथि पर अवकाश होने पर निविदा तिथि आगामी दिवस को मान्य होगी।
16. लिफाफा में स्टेपलर से पिन किया हुआ मान्य नहीं होगा एवं लिफाफा को पूर्णतः बंद करना होगा तभी मान्य होगा अथवा बंद लिफाफा पूर्ण रूप से चिपकाने अथवा स्टेपलिंग करने के बाद चिपकाना अनिवार्य होगा।
17. संचालक नगरीय प्रशासन एवं विकास का पत्र दिनांक 28.05.2020 के तहत कार्य की गुणवत्ता में सुधार हेतु स्नातक/डिप्लोमा, इंजीनियर रखना अनिवार्य होगा। जिन ठेकेदारों के पास निकाय में 20 लाख रु. मूल्य के कार्य आबंटित हैं उन्हें डिप्लोमा, इंजीनियर एवं इससे अधिक मूल्य के कार्यों के पर्यवेक्षण हेतु स्नातक अभियंता को नियुक्त करना होगा, जो चेक लिस्ट तैयार करे। ठेकेदार अपने इंजीनियर से देयक तैयार कराकर प्रस्तुत कर सकेगा जिसका परीक्षण/सत्यापन निगम के अभियंता द्वारा किया जावेगा जो अंतिम एवं बंधन कारी होगा।
18. निविदा राशि का कार्य संपादित नहीं कराने में कोई क्षतिपूर्ति देय नहीं होगी। कार्य की आवश्यकतानुसार 25 प्रतिशत अधिक मूल्य तक का एस.ओ.आर. में प्रावधानित कार्य स्वीकृत निविदा दर से करया जा सकेगा।
19. कार्य कार्यदिश जारी होने के सात दिवस के अन्दर प्रारंभ कर उल्लेखित समयावधि में पूर्ण किया जाना आवश्यक रहेगा। अतः वही ठेकेदार निविदा में भाग ले जिसके लिए उनके पास संसाधन उपलब्ध हो ऐसी सलाह दी जाती है।
20. प्रस्तावित कार्य आवश्यक स्वरूप के होने से उन्हें तत्काल प्रारम्भ कर आबंटित समय सीमा में पूर्ण करना होगा। कार्य प्रारम्भ नहीं करने अथवा धीमी गति से संपादित करने पर आनुपातिक रूप से कार्य की प्रगति नहीं होने पर समयवृद्धि समाप्त होने के पूर्व भी कार्य को निरस्त कर दिया



- जावेगा। ऐसी स्थिति में शेष निविदा राशि के कार्य के लिए अपात्र होंगे। देयक से काटी गई सुरक्षा राशि एवं अन्य भुगतान नियमानुसार कार्य पूर्ण होने के पश्चात् दण्डशुल्क एवं विलम्ब शुल्क की कटौती पश्चात् देय होगा।
21. आबंटित समय सीमा में कार्य प्रारंभ नहीं करने पर ठेकेदार द्वारा निविदा में भाग लेते समय जमा करायी गयी राशि को राजसात कर अनुबंध समाप्त कर दिया जावेगा तथा एम.आई.सी. में ठेकेदार के 01 वर्ष हेतु अयोग्य घोषित करने हेतु प्रकरण प्रस्तुत किया जावेगा जो मान्य होगा।
  22. निविदा दर स्वीकृत पश्चात् अनुबंध संपादन का आशय स्वतः कार्य करने की स्वीकृत नहीं है। कार्य प्रारंभ करने की पूर्व फोटो उपलब्ध कराना ठेकेदार का दायित्व होगा। कार्यादेश जारी होने के बाद उप अभियंता से ले आऊट प्राप्त कर कार्य प्रारंभ किया जावें।
  23. समय-समय में शासन/उच्च अधिकारियों द्वारा जारी निर्देश स्वतः प्रभावशील होंगे।
  24. विज्ञापन में संलग्न एन.आई.टी. कराये जाने वाले कार्यों का स्वरूप है। वास्तविक कार्य एस.ओ.आर. में उल्लेखित आईटम से जुड़े हो सकते हैं जिन्हें पुनरीक्षित पृथक तकनीकी स्वीकृति के साथ उपलब्ध कराया जावेगा।
  25. शासन से आबंटन प्राप्त होने पर ही भुगतान किया जावेगा। शासन से आवंटन किश्तों में प्राप्त होने की स्थिति में प्राप्त आवंटन अनुसार अनुपातिक आधार पर भुगतान किया जावेगा। विलम्ब से भुगतान होने पर कार्य को बंद नहीं किया जा सकेगा व कोई क्षतिपूर्ति देय नहीं होगी।
  26. नगरीय प्रशासन एवं विकास के अधिकारियों द्वारा निरीक्षण उपरांत दिये गये निर्देश/सुधार का पालन किया जाना बंधनकारी होगा।
  27. निविदा प्रस्तुत करने के लिए ठेकेदार को निम्न दस्तावेजों/सत्यप्रतिलिपि अपलोड करना अनिवार्य होगा अन्यथा निविदा पात्र नहीं किया जावेगा।
    - अ. बैंड ठेकेदार पंजीयन की जीवित प्रमाण पत्र की प्रति।
    - ब. पैन कार्ड की छायाप्रति, जी.एस.टी. रजिस्ट्रेशन की प्रति।
    - स. इनकम टैक्स प्रस्तुतीकरण की प्रति जो 2021-22 से ज्यादा पुराना नहीं होना चाहिए।
  28. दो या दो से अधिक संबंधित व्यक्ति जो एक ही प्रोपराईटर अथवा भागीदार के रूप में हितबद्ध हैं, समान कार्य के निष्पादन के लिए निविदा प्रस्तुत नहीं कर सकेंगे। कार्यादेश जारी होने के बाद इस आशय की जानकारी प्राप्त होने की स्थिति के भुगतान स्थगित करते हुये सक्षम प्राधिकारी के निर्णय अनुसार अग्रिम कार्यवाही किया जावेगा जिसमें निविदा निरस्त कर जमा राशि राजसात की स्थिति भी हो सकती है।
  29. निविदा के किसी भी सुस्पष्ट भाग अथवा निविदा में संशोधन/स्थगन का अधिकार सक्षम अधिकारी को होगा।
  30. ठेकेदार संविदा के अंतर्गत संपूर्ण कार्य अथवा किसी भी भाग किसी अन्य पक्ष अथवा पक्षों का समनुदेश न अथवा उप पट्टे पर नहीं होगा। कार्यों को सबलेट नहीं किया जा सकेगा।
  31. ठेकेदार को साझेदारी फर्म होने की दशा में पार्टनरशिप डीड की सत्य प्रतिलिपि संलग्न करना होगा।
  32. छ.ग. वर्क्स डिपार्टमेंट मेन्युअल में दिये गये समस्त निर्देशों का पालन करते हुए गुणवत्तापूर्वक कार्य निर्धारित समयावधि में पूर्ण किया जाए। भुगतान में किसी तरह का अतिरिक्त भुगतान संज्ञान होने पर वापस लिया जा सकेगा, जिसके लिए निविदाकर्ता बाध्य है। राजस्व वसूली के समान भरपाई की जावेगी।

2578  
पृ. क्रमांक / लो.क.वि./न.पा.नि./2024  
प्रतिलिपि:-

कार्यपालन अभियंता नगर पालिक निगम रायगढ़  
रायगढ़ दिनांक 07-03-2024

1. महापौर/सभापति महोदय, नगर पालिक निगम, रायगढ़ को सादर सूचनार्थ।
2. नेता प्रतिपक्ष/प्रभारी सदस्य, लो.क.वि. नगर पालिक निगम, रायगढ़ को सादर सूचनार्थ।
3. आयुक्त, नगर पालिक निगम, रायगढ़ को सादर सूचनार्थ।
4. कार्यालय अधीक्षक, नोटिस बोर्ड में चस्पा करने हेतु।
5. प्रोग्रामर डाटा सेंटर, नगरीय प्रशासन एवं विकास, संचा. रायपुर को विभागीय वेबसाइट में अपलोड किए जाने हेतु सूचनार्थ संप्रेषित।

कार्यपालन अभियंता नगर पालिक निगम रायगढ़

## FORM 'A'

### NAGAR PALIK NIGAM RAIGARH (C. G.) PUBLIC WORKS DEPARTMENT

Issued to Shri/M/s. ....

Class of Contractor. .... E-Registration No. .... Date .....

Name of Work .....

Amount of Contract Rs. ....

Amount of E.M. Rs. Rs. ....

Cost of Tender Form Rs. Rs. ....

Vide M.R. No. & Date .....

Time allowed for Completion .....

Date of opening Tender .....

Nagar Nigam/Nagar Palika Panchayat .....

#### PERCENTAGE RATE TENDER AND CONTRACT FOR WORKS (Based on applicable Schedule of Rates) General Rules and Direction for the Guidance of Contractors

1. Tenders must be invited for all works proposed to be given on contract unless the amount of works proposed to be given on contract is Rs 50,000 or less. The N.I.T. shall be posted in public places signed by the authority inviting the tenders.

N.I.T. will state the work to be carried out as well as the date for submitting and opening tenders and the time allowed for carrying out the work, also the amount of earnest money to be deposited with the tender and the amount of the security deposit to be deposited by the successful tenders & the percentage, if any to be deducted from bills, it will also state whether, royalties and ground rents will be granted. Copies of the specifications, designs and drawings and a schedule of items quantities and rates of the various description of work and any other documents required in connection with the work signed for signed for the purpose of identification by the authority competent to approve the tender shall also be open for inspection by the contractor at the office of the authority selling the tender forms during office hours.

Further that the schedule of items along with the quantities and rates payable shall be attached to the tender documents and in the event of variation in rates given in such list with the schedule of Rates the rates given in the S.O.R. approved by the competent authority shall prevail.

2. In the event of the tender being submitted by a firm it must be signed separately by each member thereof, in the event of the absence of any partner it must be signed on its behalf by a person holding a power of attorney authorizing him to do so, such power of attorney should be produced with the tender and it must disclose that the firm is duly registered under the Indian partnership Act.
3. Any person who submits a tender shall fill up above or below the S.O.R. specified in rule he is willing to undertake the work. Only one rate of percentage above or below the S.O.R. on all the scheduled terms shall be named. Tenders that propose any alteration in the work specified in the said N.I.T. or in the time allowed for carrying out the work or which contain any other conditions of any sort will be liable to rejection. No single tender shall include more than one work but contractors who wish to tender for two or more works shall submit a separate tender for each Tenders shall have the name and number of the work to



4. The authority receiving tenders or his duly authorised assistant will open tenders in the presence of any intending contractors who may be present at the time and will enter the amount of the several tenders in a comparative statement in a suitable form. Receipts for earnest money will be given to all tenders except those whose tenders are rejected and whose earnest money is refunded on the day the tenders are opened.
5. The Officers competent to dispose of the tenders shall have right of rejecting all or any of the tenders without assigning any reason thereof.
6. The receipt of a clerk for any money paid by the contractor will not be considered as any acknowledgement of payment to the Commissioner/CMO authority selling the tender form and the contractor shall be responsible for seeing that he procures a receipt signed by that authority or any other person duly authorised by him.
7. The memorandum of work tendered for be filled in and completed before the tender form is issued. If a form is issued to an intending tenderer without having been so filled in and completed he shall request the office to have this done before he completes and delivers his tender.

### Tender for Works

I/We hereby tender for the execution, of the work specified in under written memorandum within time specified in such memorandum at

(In Figures) : ..... (In Words) : .....

Percent below / above/at par with the applicable Schedule of Rates and in accordance in all respects with the the specifications, designs, drawings and instructions in writing referred to in rule 1 thereof and in clause 12 of the annexed conditions and with such materials as are provided for by, and in all other respects in accordance with such conditions as far as applicable.

### Memorandum

- (a) Name of work .....
- (b) Cost of work put to Tender .....
- (c) Earnest money .....
- (d) Security deposit .....
- (e) Percentage, if any to deducted from bills (Performance Gurantee) .....
- (f) Time allowed for the work ..... from the reckoned date including / excluding rainy season

(From 16th June to 15th October) (Delete whichever is not applicable.)

Should this tender be accepted I/we hereby agree to abide by and fulfil all terms and provisions of the said condition of the contract annexed hereto as far as applicable or in default, thereof to forfeit & pay to the Nagar Nigam/Nagar Palika/Nagar Panchayat or his successors in office the sums of money mentioned in the said conditions. A separate sealed cover duly super scribed containing the sum of Rs. .... as earnest money the full value of which is to be absolutely forfeited to the said Nagar Nigam/Nagar Palika/Nagar Panchayat or his successors in office without prejudice to any other rights or remedies of the said Nagar Nigam/Nagar Palika/Nagar Panchayat or his successors in office should I/we fail to commence the work specified in the above memorandum or should I/we not deposit the full amount of security deposit specified in the above memorandum, in accordance with clause 1 of the said conditions

(3)

of the contract, otherwise the said sum of Rs..... shall be retained by Nagar Nigam/Nagar Palika/Nagar Panchayat on account of such security deposit as aforesaid or the full value of which shall be retained by Nagar Nigam/Nagar Palik/Nagar Panchayat on account of the security deposit specified in clause 1 of the said conditions of the contract.

Signature of witness to Contractor's Signature

Signature of the Contractor before submission of  
tender (with name and seal)

Dated the ..... day of .....  
.....20

Dated the ..... day of .....  
.....20

Name and Address of the witness : .....

Occupation of the witness : .....

The above tender is hereby accepted by me for and on behalf of the Nagar Palik Nigam/Nagar Palika Parishad/  
Nagar Panchayat

Dated the ..... day of ..... 20

Signature of the Officer by whom accepted  
With designation and seal of office



**CONDITIONS OF CONTRACT****Definition**

1. The contract means the documents, forming the notice inviting tenders and tender documents submitted by the tenderer and the acceptance thereof including the formal agreement executed between the Nagar Nigam/Nagar Palika/Nagar Panchayat and the contractor.
2. In the contract the following expressions shall unless otherwise required by the context have the meanings hereby respectively assigned to them :-
  - (a) The expression "works" or "work" shall unless thereby mean something either in the subject or context repugnant to such construction be construed and taken to mean the works or by virtue of the contract contracted to be executed whether temporary or permanent and whether original, altered, substituted or additional.
  - (b) The "site" shall mean the land and/or other places on, into or through which work is to be executed under the contract or any adjacent land path or street through which work is to be executed under the contract or any adjacent land, path, or street which may be allotted or used for the purpose of carrying out the contract.
  - (c) The "Commissioner/CMO" means Commissioner/Chief Municipal Officer of The Nagar Nigam/Nagar Palika/ Nagar Panchayat and his successors in Office.
  - (d) The "Officers/Engineer-in-Charge" means the Commissioner/CMO/Engineer as the case may be who shall supervise and be in charge of the work and who shall sign the contract on behalf of the Nagar Nigam/ Nagar Palika/Nagar Panchayat.
  - (e) "Competent Authority" mean Commissioner/CMO, MIC/PIC, General Body/Parishad as the case may be.
  - (f) The term "Engineer-in Charge" means the Engineer of the Nagar Nigam/Nagar Palika/Nagar Panchayat

**Note :-** "Words" importing the singular number include plural number and vice-versa.

**SECURITY DEPOSIT**

- Clause 1 -** The person whose tender may be accepted (hereinafter called the contractor which expression shall unless excluded by or repugnant to the context include his heirs executors, administrators representatives and assigns) shall permit Nagar Palik Nigam/Nagar Palika Parishad/Nagar Panchayat at the time of making any payments to him for the value of work done under the contract the security deposit as under.

The Security Deposit to be taken for the due performance of the contract under the terms & conditions printed on the tender form will be the earnest money plus a deduction of 5 (Five) percent from the payment made in the running bills.

**COMPENSATION FOR DELAY**

- Clause 2 -** The time allowed for carrying out the work, as entered in the tender form, shall be strictly observed by the contractor and shall be deemed to be the essence of the contract and shall be reckoned from the fifteenth day after the date on which the order to commence the works is issued to the contractor, for a work where completion is up to 6 months

**For works, for which the completion period is beyond six months :-**

The period will be reckoned from the thirtieth day after the date on which the order to commence the work is issued to contractor.

The work shall throughout the stipulated period of contract be proceeded with all due diligence, keeping in view that time is the essence of the contract. The contractor shall be bound in all cases, in which the time allowed for any work exceeds one month, to complete 1/8th of the whole

work before 1/4th of the whole time allowed under the contract has elapsed, 3/8th of the work before 1/2 of such time has elapsed and 3/4th of the work before 3/4th of such time has elapsed. In the event of the contractor failing to comply with the above conditions, the Commissioner/CMO shall levy on the contractor, as compensation an amount equal to : 0.5% (zero point five percent) of the value of work (contract sum) for each week of delay, provided that the total amount of compensation under provision of this clause shall be limited to 6% (six percent) of value of work. (Contract sum)

Provided further that if the contractor fails to achieve 30% (thirty percent) progress in 1/2 (half) of original or validly extended period of time (reference clause 5 below) the contract shall stand terminated after due notice to the contractor and his contract finalised, with earnest money and or security deposit forfeited and levy of further compensation at the rate of 10% of the balance amount of contract left incomplete, either from the bill, and or from available security/performance guarantee or shall be recovered as "Arrears of land revenue"

The decision of the Commissioner/CMO in the matter of grant of extension of time only (reference clause 5 below) shall be final, binding and conclusive. But he has no right to change either the rate of compensation or reduce and or condone the period of delay once such an order is passed by him (on each extension application of the contractor) it shall not be open for a revision.

Where the Commissioner/CMO decides that the contractor is liable to pay compensation for not giving proportionate progress under this clause and the compensation is recommended during the intermediate period, such compensation shall be kept in deposit and shall be refunded if the contractor subsequently makes up the progress for the lost time, within the period of contract including extension granted, if any failing which the compensation amount shall be forfeited in favour of the Nagar Nigam/Nagar Palika/Nagar Panchayat.

### **Action when the work is left incomplete abandoned or delayed beyond the time limit permitted by the Commissioner/CMO**

#### **Clause 3 -**

- (i) The Commissioner/CMO may terminate the contract if the contractor causes a fundamental breach of the contract.
- (ii) Fundamental breach of contract shall include, but not be limited to, the following :-
  - (a) The contractor stops work for four weeks, when no stoppage of work is shown on the current programme or the stoppage has not been authorised by the Commissioner/CMO.
  - (b) The Commissioner/CMO gives notice that failure to correct a particular defect is a fundamental breach of contract and contractor fails to correct it within reasonable period of time determined by the Commissioner/CMO in the said notice.
  - (c) The contractor has delayed the completion of work by the number of weeks [12 (Twelve) weeks] for which the maximum amount of compensation of 6% of contract sum is exhausted.
  - (d) If the contractor has not completed at least thirty percent of the value of construction work required to be completed in half of the completion period (Including validly extended period if any.)
  - (e) If the contractor fails to appoint the technical staff and if appointed do not function properly for 4 weeks even after due written notice by the Commissioner/CMO.
  - (f) If he violates labour laws.
  - (g) If the Contractor fails to set up field laboratory \* with appropriate equipments, within 30 day from the reckoned date. (\* for each contract valued more than Rupees 3 crores)
  - (h) Any other deficiency which goes to the root of the contract Performance
- (iii) If the contract is terminated, the contractor shall stop work immediately, make the site safe and secure and leave the site as soon as reasonably possible.



- (iv) The Commissioner/CMO shall cause recording and checking of measurements of all items of work done (taking in to account quality and quantity of items actually executed) and prepare the final bill after adjusting all previous outstanding dues. Such recording of measurements shall be done after due notice regarding time and date of recording measurement and directing the contractor to either remain present himself or his authorised representative so as to satisfy himself that the recording of measurement is just and proper. Failure on his parts either to attend and or refusing to acknowledge the measurement so recorded in the department measurement book, shall be at his sole risk and responsibility.
- (v) In addition to the provision contained in clause 2 above the Commissioner/CMO shall forfeit the earnest money and or security deposit and further recover/deduct/adjust a compensation @ 10% (ten percent) of the balance value of work left incomplete either from the bill, and or from available security/performance guarantee or shall be recovered as "Arrears of land revenue"

**Power to take possession of or require removal of Materials Tools  
and Plants or sale of Contractor's Plants etc**

**Clause 4 :** In any case in which any of the powers, conferred upon the Commissioner/CMO by clause - 3 hereof shall have become exercisable and the same shall not be exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall notwithstanding be exercisable in the event of any future case of default by the contractor for which by any clause or clauses hereof he is declared liable to pay compensation shall remain unaffected. In the event of the Commissioner/CMO putting in force either of the power clause 3 vested in him under the preceding clause he may, if he so desires, take possession of all or any tools, plant materials, and stores in or upon the works, or the site thereof or belonging to the contractor or procured by him and intended to be used for the execution of the work or any part thereof paying or allowing for the same in account at the contract rates, or in case of these not being applicable, at current market rates to be certified by Commissioner/CMO, whose certificate thereof shall be final; otherwise the Commissioner/CMO may by notice in writing to the contractor or his clerk of the works foreman or authorised agent require him to remove such tools plant, materials or stores from the premises (within a time to be specified in such notice) and in the event of the contractor failing to comply with any such requisition, the Commissioner/CMO may remove them at the contractors expense sell them by auction or private sale on account of the contractor & at his risk in all respects and the certificate of the Commissioner/CMO as to the expense of any such removal and the amount of the proceeds and expense of any such sale shall be final and conclusive against the contractor.

**EXTENSION OF TIME**

**Clause 5 :**

- 5.1 - If the Contractor shall desire an extension of time for completion of work on ground of his having been "UNAVOIDABLY" hindered in its execution or on any other ground, he must apply giving all and complete details of each of such hindrances or other causes in writing, to the Commissioner/CMO positively within 15 days of occurrence of such hindrance(s) and seek specific extension of time (period from ..... to .....)

**In case the grounds shown by the contractor are reasonable, the Commissioner/CMO shall be competent to grant the extension himself :-**

Once the Commissioner/CMO/Competent Authority has decided the case of extension of time with reference to the particular application of the contractor, it will not be competent for them to review/change such a decision later on. However, the competent Authority and the Commissioner/CMO shall give the contractor an opportunity to be heard (orally and or in writing), before taking any final decision either of granting extension of time or permitting the contractor to complete the work by the delayed date (under clause 2 of the contract) or before refusing both. Provided further where the Commissioner/CMO has recommended grant of extension of particular time under clause 5.1 of the contract or has refused to recommend extension of time but has



recommended permitting the contractor for delayed completion (clause 2) the contractor shall continue with the work till the final decision by Commissioner/CMO/Competent Authority.

Failure on the part of the contractor for not applying extension of time even within 30 days of the cause of such an hindrance, it shall be deemed that the contractor does not desire extension of time and that he has "Waived" his right if any, to claim extension of time for such cause of hindrance. Once the Commissioner/CMO/Competent Authority has heard (oral and or in writing) the contractor on this subject matter of extension of time and if Commissioner/CMO/Competent Authority fails to communicate his decision within a period of 30 days of such hearing, it shall be deemed that the contractor has been granted extension of time for the period as applied by him.

**5.2 Compensation Events :- Compensation Events for consideration of extension of time without penalty.**

The following mutually agreed Compensation Events unless they are caused by the contractor would be applicable;

- (a) The Commissioner/CMO does not give access to a part of the site.
- (b) The Commissioner/CMO modifies the schedule of other contractor in a way, which affects the work of the contractor under the contract.
- (c) The Commissioner/CMO orders a delay or does not issue drawings, specification or instructions/decisions/ approval required for execution of works on time.
- (d) The Commissioner/CMO instructs the contractor to uncover or to carry out additional tests upon work, which is then found to have no defects.
- (e) The Commissioner/CMO gives an instruction for additional work required for safety or other reasons. 1
- (f) The advance payment and or payment of running bills (complete in all respect) are delayed.
- (g) The Commissioner/CMO unreasonably delays issuing a Certificate of Completion
- (h) Other compensation events mentioned contract if any

**FINAL CERTIFICATE :**

**Clause 6 -** On completion of the work the contractor shall be furnished with a certificate by the Commissioner/CMO (hereinafter called the Commissioner/CMO) of such completion in the form appended at the end, but no such certificate shall be given, nor shall the work be considered to be complete until the contractor shall have removed from the premises on which the works shall be executed, all scaffolding surplus materials and rubbish, and cleaned off the dirt from all wood-work, doors windows walls, floors or other parts of any building in upon or about which the work is to be executed or of which he may have had possession for the execution there of nor until the work; shall have been measured by the Engineer-in-Charge whose measurements shall be binding and conclusive against the contractor. If the contractor shall fail to comply with the requirements of this clause as to removal of scaffolding surplus materials and rubbish and cleaning of dirt on or before the date fixed for the completion of the work, the Engineer-in-Charge may, at the expense of the contractor remove such scaffolding, surplus materials and rubbish and dispose of the same as he thinks fit and clean off such dirt as aforesaid and the contractor shall forthwith pay the amount of all expenses so incurred, and shall have no claim in respect of any such scaffolding or surplus materials as aforesaid, except for any sum actually realised by the sale thereof.



**PAYMENT ON INTERMEDIATE CERTIFICATE TO BE REGARDED AS ADVANCES :**

**Clause 7 -** No payments shall ordinarily be made for work estimated to cost less than Rs. 1,000/- (Rs. One Thousand) till after the whole of the works shall have been completed and certificate of completion given but if intermediate payment during the course of execution of works is considered desirable in the interest of works, the contractor may be paid at the discretion of the Commissioner/CMO. But in the case of works estimated to cost more than rupees one thousand, the contractor shall on submitting the bill therefore be entitled to receive a monthly payment proportionate to the part thereof then approved by the Engineer-in-charge and passed by Commissioner/CMO whose certificate of such approval and passing of the sum so payable shall be final and conclusive against the contractor. But all such intermediate payment shall be regarded as payments by way of advance against the final payment for works actually done and completed and shall not preclude the requiring of bad unsound and imperfect or unskillful work to be removed and taken away and reconstructed or erected or be considered as an admission of the due performance of the contract or any such part thereof, in any respect, or the accruing of any claim, nor shall it conclude determine, or affect in any way the powers of the Commissioner/CMO under these conditions or any of them as to the final settlement and adjustment of the accounts or otherwise or in any other way vary or affect the contract. The final bill shall be submitted by the contractor within one month of the date fixed for completion of the work, otherwise the Engineer-in-charge's certificate of the measurement and of the total amount payable for work accordingly shall be final and binding on all parties.

**Clause 8 - Bills to be submitted monthly :**

"A bill shall be submitted by the contractor by 15th day of each month for all works executed by him till the end of previous month less the gross amount received by him till the last previous month. This bill must be supported by records of detail measurement of quantities of all executed items of work along with true copies of record and result of all tests conducted in the previous month (date wise). The Commissioner/CMO shall take or cause to be taken the requisite measurement for purpose of having the same verified/checked by the sub Engineer/Assistant Engineer Commissioner/CMO concern for quantity, quality and specification and examining all the "test results" and record the same in the Departmental measurement book. Based on above record measurement bill shall be corrected/prepared afresh. The contractor shall sign the measurement and the bill. The Commissioner/CMO shall pay running bills by 25th day of the month subject to availability of the funds. If the contractor fails to submit the bill on or before the day prescribed, the Commissioner/CMO after waiting for another 15 days shall depute a subordinate to measure the said work in the presence of contractor and or his authorised Engineer/Representative, whose counter signature to the measurement recorded with quantity and quality remark will be sufficient proof for acceptance of the same and shall be binding on the contractor.

All such running bill payments are by way of "Advances" and shall be subject to final adjustment.

**Clause 9 - BILLS TO BE ON PRINTED FORMS :**

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

The deduction or addition as the case may be of the percentage will be calculated on the amount of the bill for the work done, after deducting the cost of materials supplied departmentally at rates specified in the agreement.

**Clause 10 - RECEIPTS TO BE SIGNED BY PARTNERS OF PERSONS HAVING AUTHORITY TO DO SO :**

Receipts for payments made on account of a work when executed by a firm must also be signed by the several partners, except where the contractors are described in their tender as a firm in which case the receipt must be signed in the name of the firm by one of the partners, or by some other person having authority to give effectual receipt for the firm.



**CLAUSE 11 - Reimbursement/Refund on Variation in Prices of Materials / P.O.L. and Labour Wages, only for the works contract value more than Rs. 3 Cr.**

**Price Adjustment :-**

- (A) Contract price shall be adjusted for increase or decrease in rates and price of labour, materials, POL, in accordance with the following principles and procedure and as per formula given below.

**Note :-** Price adjustment shall be applicable from reckoned date and upto validly extended period under clause 5.1 above but shall not apply to the period when, work is carried out under clause 2 above.

- (B) The price adjustment shall be determined during each month from the formula given in the hereunder.

- (C) Following expressions and meanings are assigned to the work done during each month :

To the extent that full compensation for any rise or fall in costs to the contractor is not covered by the provisions of this or other clauses in the contract, the unit rates and prices included in the contract shall be deemed amounts to cover the contingency of such other rise or fall in costs.

**The formula (e) for adjustment of prices are :-**

**R =** Total value of work done during the month. It would include the amount of secured advance granted, if any, during the month, less the amount of secured advance recovered, if any during the month. It will exclude value for works executed under variations for which price adjustment will be worked separately based on the terms mutually agreed.

**Adjustment for labour component**

- (i) Price adjustment for increase or decrease in the cost due to labour shall be paid in accordance with the following formula :

$$V_L = 0.85 \times P_1/100 \times R \times (L-L_0)/L_0$$

**V<sub>L</sub>** = increase or decrease in the cost of work during the month under consideration due to changes in rates for local labour.

**L<sub>0</sub>** = the consumer price index for industrial workers at the town nearest to the site or work as published by Labour Bureau, Ministry of Labour, Govt. of India, on the date of inviting tender

**L** = The consumer price index for industrial workers at the town nearest to the site of work for the month under consideration as published by Labour Bureau, Ministry of Labour, Government of India.

**P<sub>1</sub>** = Percentage of labour component of the work.

**Adjustment for cement component**

- (ii) Price adjustment for increase or decrease in the cost of cement procured by the contractor shall be paid in accordance with the following formula :

$$V_c = 0.85 \times P_c/100 \times R \times (C_i-C_0)/C_0$$

**V<sub>c</sub>** = increase or decrease in the cost of work during the month under consideration due to changes in rates for cement

**C<sub>0</sub>** = The all India wholesale price index for cement as published by the Ministry of Industrial Development, Government of India, New Delhi.

**C<sub>i</sub>** = The all India average wholesale price index for cement for the month under consideration as published by Ministry of Industrial Development, Govt. of India, New Delhi.

**c** = Percentage of cement component of the work.

**Adjustment for steel component**

- (iii) Price adjustment for increase or decrease in the cost of steel procured by the Contractor shall be paid in accordance with the following formula;

$$V_s = 0.85 \times P_s/100 \times R \times (S_i - S_0)/S_0$$

$V_s$  = increase or decrease in the cost of work during the month under consideration due to changes in the rates for steel.

$S_0$  = The all India wholesale price index for steel (Bar and Rods) as published by the Ministry of Industrial Development, Government of India, New Delhi, on the date of inviting tender

$S_i$  = The all India average wholesale price index for steel (Bar and Rods) for the month under consideration as published by Ministry of Industrial Development, New Delhi.

$P_s$  = Percentage of steel component of the work.

**Note :-** for the application of this clause, index of Bars and Rods has been to represent steel group.

#### Adjustment of bitumen component

(iv) Price adjustment for increase or decrease in the cost of bitumen shall be paid in accordance with the following formula :

$$V_b = 0.85 \times P_b/100 \times R \times (B_i - B_0)/B_0$$

$V_b$  = Increase or decrease in the cost of work during the month under consideration due to changes in rates for bitumen.

$B_0$  = The official retail price of bitumen at the IOC depot at nearest centre on the date of inviting tender.

$B_i$  = The official retail price of bitumen of IOC depot at nearest center for the 15th day of the month under consideration.

$P_b$  = Percentage of bitumen component of the work.

#### Adjustment of POL (Fuel and lubricant) component

(v) Price adjustment for increase or decrease in cost of POL (fuel and lubricant) shall be paid in accordance with the following formula :

$$V_f = 0.85 \times P_f/100 \times R \times (F_i - F_0)/F_0$$

$V_f$  = Increase or decrease in the cost of work during the month under consideration due to changes in rates for fuel and lubricants.

$F_0$  = The official price of High Speed Diesel (HSD) at the existing consumer Diesel pumps out let at nearest center on the date of inviting tender

$F_i$  = The official retail price of HSD at the existing consumer pumps of IOC at nearest center for the 15th day of month under consideration.

$P_f$  = Percentage of fuel and lubricants component of the work.

**Note :-** For the application of this clause, the price of High speed Diesel Oil has been chosen to represent fuel and lubricants group.

#### Adjustment of Other Materials Component

(vii) Price adjustment for increase or decrease in cost of local materials other than Cement, steel, Bitumen and POL procured by the contractor shall lay in accordance with the following formula;

$$V_m = 0.85 \times P_m/100 \times R \times (M_i - M_0)/M_0$$

$V_m$  = Increase or decrease in the cost of work during the month under consideration due to changes in rates for local materials other than cement, steel, bitumen and POL.

$M_0$  = The all India wholesale price index (all commodities) as published by the Ministry of Industrial Development, Govt. of India, New Delhi, on the date of inviting tender



Mi = The all India Wholesale price index (all commodities) for the month under consideration as published by Ministry of Industrial Development, Govt. of India, New Delhi.

Pm = Percentage of local material component (Other than cement, steel, bitumen and POL) of the work.

The following percentages will govern the price adjustment for the entire contract :

Sl. No.	Components	For road	For Building	For bridge
1	Lbour - P <sub>l</sub>	25%	35%	30%
2	Cement - P <sub>c</sub>	5%	10%	25%
3	Steel - P <sub>s</sub>	5%	10%	25%
4	Bitumen - P <sub>b</sub>	10%	-	-
5	POL - P <sub>f</sub>	10%	10%	10%
6	Other materials - P <sub>m</sub>	45%	35%	10%
	<b>Total :-</b>	<b>100%</b>	<b>100%</b>	<b>100%</b>

Note :- If in the execution of contract for Road works use of certain material(s) is/are not involved (Viz cement, steel, Bitumen etc.), then the percentage of other material-P<sub>m</sub> shall be increased to that extent

Example : Say in a contract of roadwork steel is not required (P<sub>s</sub>-5%). P<sub>m</sub> shall become 45%+5%=50%

Or

Say cement & steel not required then P<sub>m</sub> shall become 45%+5%+5%=55% and so on

**Work to be executed in Accordance with Specification, Drawing, Order, etc.:**

**Clause 12** - The contractor shall execute the whole and every part of work in the most substantial and workman like manner, and both as regards materials and otherwise in every respect in strict accordance with the specifications. The contractor shall also conform exactly fully and faithfully to the designs, drawings and instructions in writing relating to the work signed by the Engineer-in-charge and lodged in his office and to which the contractor shall be entitled to have access at such office or on the site of the work for the purpose of inspection during office hours and the contractor shall, if he so requires, be entitled at his own expense to take or cause to be made copies of the specifications, and of all such designs, drawings and instructions as aforesaid. MORTH/IRC specifications for road and bridges specifications for rural roads and other I.R.C. publications and their manual, latest CPWD specifications/I.S.I codes for buildings or special specifications whenever enclosed separately shall apply in the case of any variance the following:-

**Order of Precedence Shall Prevail :-**

1. Specifications as per NIT.
2. Specifications as per S.O.R.
3. MORTH/IRC specifications for road and bridges, Specifications for rural roads and other I.R.C. Publications and their manual, latest CPWD specifications/I.S.I. codes for buildings or special specifications when ever enclosed separately
4. Mode of measurements for building shall be as provided in the S.O.R. applicable to the contract. Where such mode of measurement is not specified in the S.O.R. it shall be done as per I.S.I. Code of building measurement. However if any mode of measurement is specifically mentioned in the N.I.T. the same will get precedence over all the above.

**Clause 12 - A :** In respect of all bearings, hinges or similar part intended for use in the superstructure of any bridge, the contractor shall, whenever required, in the course of manufacture, arrange and afford all facilities for the purpose of inspection and test of all or any of the part and the material used therein to any officer of the Directorate of inspection of the Ministry of works production and supply of the Government of India and such bearings, hinges or similar parts shall not be used in the superstructure of any bridge except on production of a certificate of acceptance thereof from the Directorate of inspection. All inspection charges will be payable by the contractors. (This clause may be struck off in the tender is not for bridgework).

### **Variations**

**Clause 13 - Additions, Alterations in Specifications and Designs.**

The Commissioner/CMO shall have power to make any alterations in, omissions from, additions to, or substitutions for, the original specifications, drawings, designs and instruction, that may appear to him to be necessary or advisable during the progress of the work, and the contractor shall be bound to carry out the work in accordance with any instruction which may be given to him in writing, signed by the Commissioner/CMO and such alterations, omissions, additions or substitution shall not invalidate the contract and any altered, additional or substituted work, which the contractor may be directed to do in the manner above specified as part of the work; shall be carried out by the contractor on the same conditions in all respects on which he agreed to do the main work and at the same rates as are specified in the tender for the main work, provided the total value of all such increased or altered or substituted work does not exceed 25% of the amount put to tender inclusive of contractor percentage. If such value exceeds 25% it shall be open to the contractor either to determine the contract or apply for extension.

**Note :-** Such additions, alterations, substitution, shall have to be within the Scope of work tendered for

### **Rates for works not in schedule of rates**

If during the course of execution, where it is found necessary that certain item/items of work not provided for in the S.O.R. required to be carried out then the Engineer-in-Charge shall identify such item / items including approximate quantity of the contract and ask the contractor to submit his rates in writing supported by the requisite data within a period of 7 days. The Engineer-in-Charge shall obtain approval/ modification of the proposed rate from the Competent Authority after recommendation of Commissioner/ CMO and communicate the same within a period of 4 weeks to the contractor, in case the contractor agrees to the above rates as fixed by the Competent Authority then they shall form a part of supplementary schedule of the contract agreement. If the contractor does not agree to the rate the Competent Authority then it shall be open for the Commissioner/CMO to get the work executed through any other agency. The contractor will not however be entitled to any compensation due to delay or hindrance or loss of profit accruing on account of this extra work executed by alternative agency.

If the contractor commences non-schedule work or incur expenditure in regard thereto before the rates shall have been determined by the Competent Authority, then he shall be entitled for payment for the work done as decided by the Competent Authority. the decision of the Competent Authority shall be final. Such a decision shall be given by the Competent Authority. Within a period of 30 (Thirty) days and it shall be open to the contractor not to continue that item further. In such an event that item shall be got executed by other agency at such an approved rate by Competent Authority Contractor may either



determine his contract if variations exceeds 10 (Ten) % of the Administrative approval, or may apply for extension.

#### **Extension of time in consequence of variations**

The time for the completion of work shall be extended in proportion of the variation of the work bear to the original contract work and certificate of Commissioner/CMO shall be conclusive as to such proportion.

#### **NO CLAIM TO ANY PAYMENT OR COMPENSATION FOR ALTERATION IN OR RESTRICTION OF WORKS :**

**Clause 14** - If at any time after the execution of the contract documents, the Commissioner/CMO shall for any reason whatsoever require the whole or any part of the work as specified in the tender to be stopped for any period or shall not require the whole or part of the work to be carried out at all or to be carried out by the contractor he shall give notice in writing of the fact to the contractor who shall there upon suspend or stop the work totally or partially, as the case may be.

If any such case, except as provided hereunder, the contractor shall have no claim to any payment or compensation what so ever on account of any profit or advantage which he might have derived from the execution of the work in full, but which he did not so derive in consequence of the full amount of the work not having been carried out, or on account of any loss that he may be put to on account of materials purchased or for unemployment of labour recruited by him. He shall not also have any claim for compensation by reason of any alteration having been made in the original specifications, drawing, designs and instructions, which may involve any curtailment of the work as originally contemplated. Where, however, materials have already been purchased or agreed to be purchased by the contractor shall be paid for such materials at the rates determined by the Commissioner/CMO, provided they are not in excess of requirement and of approved quality and / or shall be compensated for the loss, if any that he may be put to, in respect of materials agreed to be purchased by him, the amount of such compensation to be determined by the Commissioner/CMO whose decision shall be final. If the contractor suffers any loss on account of his having to pay labour charges during the period during which the stoppage of work has been ordered under this clause, the contractor shall, on application be entitled to such compensation on account of labour charges as the Commissioner/CMO, whose decision shall be final, may consider reasonable provided that the contractor shall not be entitled to any compensation on account of labour charges, if in the opinion of the Commissioner/CMO, the labour could have been employed by the contractor elsewhere for the whole or part of the period during which the stoppage of the work has been ordered as aforesaid.

If the total duration of suspension of the work is more than the six months, then this suspension of the work will be considered as permanent stoppage of the work, and the contractor can determine the contract, if he so desires.

#### **ACTION AND COMPENSATION PAYABLE IN CASE OF BAD WORK :**

**Clause 15** - If at any time before the security deposit is refunded to the contractor, it shall appear to the Commissioner/CMO or his subordinate in charge of the work, that any work has been executed with unsound, imperfect or unskillful workmanship or material of inferior quality or that any materials or articles provided by him for the execution of the work are



contracted for, or are otherwise not in accordance with the contract, it shall be lawful for the Commissioner/CMO to intimate this fact in writing to the contractor and then notwithstanding the fact that the work, materials or articles complained of may have been inadvertently passed, certified and paid for contractor shall be bound forthwith to rectify, or remove and reconstruct the work so specified in whole or in part, as the case may require, or if so required, shall remove the materials or articles so specified and provide other proper and suitable materials or articles at his own proper charges and cost, and in the event of his failing to do so with in a period to be specified by the Commissioner/CMO in the written intimation aforesaid, the contractor shall be liable to pay compensation at the rate of one percent on the amount of contract put to tender every day not exceeding ten days, during which the failure so, continues and in the case of the any such failure the Commissioner/CMO may rectify or remove and, re-execute the work or remove and replace the materials or articles complained of as the case may be at the risk and expense in all respects of the contractor. should the Commissioner/CMO consider that any such inferior work or materials as described above may be accepted or made use of it shall be within his discretion to accept to the same at such reduced rates as he may fix therefore

**WORK TO BE OPEN FOR INSPECTION-CONTRACTOR OR RESPONSIBLE AGENT TO BE PERSENT :**

**Clause 16 -** All work under or in course of execution or executed in pursuance of the contract shall at all time be open to the inspection and supervision of the Commissioner/CMO and his subordinates and the contractor shall at all time during the usual working hours, and at all other times at which reasonable notice of the intention of the Commissioner/CMO or his subordinate to visit the work shall have been given to the contractor, either himself be present to receive orders and instruction or have a responsible agent duly accredited in writing present for that purpose. Orders given to the contractor's agent shall be considered to have same force as if they had been given to the contractor himself.

**NOTICE TO BE GIVEN BEFORE WORK IS COVERED UP :**

**Clause 17 -** The contractor shall give not less than five days notice in writing to the Commissioner/CMO or his subordinate in charge of the work before covering tip or otherwise placing beyond the reach of measurement any work in order that the same may be measured, and correct dimensions thereof be taken before the same is so covered up or placed beyond the reach of measurement, any work without the consent in writing of the Commissioner/CMO or his subordinate in charge of the work and if any work shall be covered up or placed beyond the reach of measurement without such notice having been given or consent obtained, the same shall be uncovered at the contractors expenses, or in default thereof, no payment or allowance shall be made for such work or the materials with which the same was executed.

**Clause 18 - CONTRACTOR LIABLE FOR DAMAGE DONE AND FOR IMPERFECTIONS AFTER CERTIFICATE OF COMPLETION**

If the contractor or his work people or servants shall break, deface injure or destroy any part of building in which they may be working or any building, road curbs, fences, enclosures, water pipes, cables drains, electric or telephone posts or Wires trees grass or grassland or cultivated ground continuous to the premises on which the work or any part of it is being executed, or if any damage shall happen to the work while in progress, from any cause whatever, or any imperfections become apparent, the contractor shall make good the same at his own expense or in default, the Commissioner/CMO may cause the same to be made good by other workmen and deduct the expense of which certificate of the Commissioner/CMO shall be final) from any sums that may be then or at any time thereafter, may become due to the contractor or from his security deposits, or the proceeds of sale thereof or of a sufficient portion thereof.



**Clause 19 - CONTRACTOR TO SUPPLY PLANT, LADDERS, SCAFFOLDING, ETC.:**

The contractor shall supply at his own cost materials (except such special materials if any, as may in accordance with the contract be supplied from the Commissioner/CMO's Stores) plants, tool, appliances, implements, ladders, cordage, tackle, Scaffolding and temporary work requisite for the proper execution of the work whether original, or altered or substituted, and whether included in the specification or other documents forming part of the contract referred to in these conditions or not or which may be necessary for the purpose of satisfying or complying with the requirement of the Commissioner/CMO as to any matter as to which under these conditions he is entitled to be satisfied, or which he is entitled to require together with carriage there for to and from the work. The contractor shall also supply without charge requisite number of persons with the means and materials necessary for the purpose of setting out works, and counting, weighing & assisting in the measurement or examination at any time and from time to time of the work, or materials. Failing his so doing the same may be provided by the Commissioner/CMO at the expenses of the contractor and the expenses may be deducted from any money due to the contractor under the contract, or from his security deposit or the proceeds of sale thereof, or of a sufficient portion thereof.

Contractor is liable for damages arising from non-provision of lights fencing etc. The contractor shall also provide at his own cost except when the contract specifically provides otherwise and except for payments due under clause all necessary fencing and lights required to protect the public from accident and shall be bound to bear the expenses of defence of every suit, action or proceedings at law that may be brought by any person for injury sustained owing to neglect of the above precautions & to pay any damage and costs which may be awarded in any such suit, action or proceedings to any such person or which may with the contractor be paid to compromise any claim by any such person.

**Clause 20 - COMPENSATION UNDER SECTION 12 SUB-SECTION (1) OF THE WORKMAN'S COMPENSATION ACT 1923 :**

In every case in which by virtue of the provisions of section 12 sub-section (1) of the workman's compensation Act 1923 Commissioner/CMO is obliged to pay compensation to a workman employed by the contractor in execution of the works and will recover from the contractor the amount of compensation so paid Commissioner/CMO shall be at liberty to recover the amount or any part thereof by deducting it from the security deposit or from any sum due by Commissioner/CMO to the contractor whether under this contract or otherwise. Commissioner/CMO may not be bound to contest any claim made against them under section - 12 sub-sections (1) of the said Act except on the written request of the contractor and upon his giving to Commissioner/CMO full security for all cases for which Commissioner/CMO might become liable in consequence contesting such claim.

**LABOUR :**

**Clause 21 -** The contractor should get himself registered under contract - labour regulations and abolition Act 1970 including its amendments after getting a certificate from the principal employer.

**Clause 22 -** Labour below the age of 14 years - No labour below the age of 14 years shall be employed on the work.

**FAIR WAGE :**

**Clause 23 -** The contractor shall pay not less than fair wage to labour engaged by him on the work.



**Explanation -**

- (a) Fair wage' means wage(s) whether for time or piece work notified during the period of execution of contract for the work and where such wages have not been so notified, the wages prescribed by the revenue Commissioner/Collector for that period
- (b) The contractor shall, notwithstanding the provisions of any contract to the contrary cause to be paid a fair wage to labourers indirectly engaged on the work including any labour engaged by his sub-contractors in connection with the said work, as if the labourers had been immediately employed by him.
- (c) In respect of labour directly or indirectly employed on the work for the performance of the contractors part of this agreement the contractor shall comply with or cause to be complied with the Labour Act in force.
- (d) The Commissioner/CMO shall have the right to deduct, from the moneys due to the contractor, any sum required or estimated to be required for making good the loss suffered by a worker or workers by reasons of non-fulfilment to the conditions of the contract for the benefit of the workers non payment of wages or deductions made from his or their wages, which are not justified by the terms of the contract or non observance of the regulations.
- (e) The contractor shall be primarily liable for all payments to be made under and for observance of the regulations afore said with out prejudice to his right to claim indemnity from his sub-contractors.
- (f) The regulations aforesaid shall be deemed to be a part of this contract and any breach thereof shall be deemed to be a breach of this contract.

**Subletting of works**

**Clause 24 -** The contract may be rescinded and security deposit forfeited, for subletting the work beyond permissible limits as per clause 7.1 of appendix 2.10 or if contractor becomes insolvents :-

**"Note :** Such subletting/assignment shall not be made to any other Contractor registered in Class A1 to A5 Category in the Public Works Department of Chhattisgarh or in similar category in other Deptt. of the State or in other organization or Agency (Class with about similar financial capacity) by whatever name these are called.

- 24.1** The contract shall not be assigned or sublet without prior sanction of the authority who has accepted the tender in writing. And if the contractor assign or sublet his contract, for more than permissible limits as per clause 7.1 of appendix 2.10 or attempt to do so, or become insolvent commence any insolvency proceedings or make any composition with creditors, or attempt to do so or if any gratuity, gift, loan, perquisite, reward or advantage pecuniary or otherwise, shall either directly or indirectly be given, promised or offered by the contractor, or any of his servants or agents or to any public officer or person in the employ of Government in any way relating to his office or employment, or if any such officer or person shall become in any way directly or indirectly interested in the contract, the Commissioner/CMO may there upon by notice in writing rescind the contract, and S.D. of the contractor shall there upon stand forfeited and be absolutely at the disposal of Nagar Nigam/Nagar Palika/Nagar Panchayat and the same consequences shall ensure if the contract had been rescinded



under clause 3 thereof, and in addition the contractor shall not be entitled to recover or be paid for any work thereto for actually performed under the contract. Any such assignment/subletting within the limit of 25% by the authority who has accepted the tenders OR 50% by the next higher authority accepting the tender or Govt. as the case may be, shall not diminish or dilute the liability/responsibility of the contractor. If the contractor gets item / items of work executed on a task rate basis **without** materials, this shall not amount to subletting of the contract.

**Any subcontracted work, done in Chhattisgarh state with prior approval of competent authority, such subcontractor will also get the credit for work towards his experience.**

**24.2 The Commissioner/CMO shall be empowered to terminate any contract if the contractor sublets the works to some other person on the basis of power of attorney.**

**24.3 Subletting of work shall result in reduction in experience of the main contractor to the extent of the sublet.**

**Clause 25 : Sum payable by way of Compensation to be considered as Reasonable Compensation Without Reference to Actual Loss :**

All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the use of Nagar Nigam/Nagar Palika/Nagar Panchayat without reference to the actual loss or damage sustained, and whether or not any damage shall have been sustained.

**Clause 26 - CHANGE IN THE CONSTITUTION OF FIRM :**

In the case of tender by partners any change in the constitution of the firm shall be forthwith notified by the contractor to the Commissioner/CMO for his information, and contractor shall initiate steps for fresh & new registration which shall be assessed & decided by the competent authority for fresh registration.

**Clause 27 - WORK TO BE UNDER DIRECTION OF ENGINEER/COMMISSIONER/CMO :**

All work to be executed under the contract shall be executed under the direction and subject to the approval in all respect of the Commissioner/CMO of the Nagar Palik Nigam/Nagar Palika/Nagar Panchayat for the time being who shall be entitled to direct at what point or points and in what manner they are to commenced and from time to time carried on.

**Clause 28 - ARBITRATION CLAUSE :**

Except as otherwise provided in this contract all question and dispute relating to the meaning of the specification, designs, drawings and instruction herein before mentioned as to thing whatsoever in any way arising out of or relating to the contract designs, drawings, specification, estimate, concerning the works, or the execution or failure to execute the same, whether arising during the progress of the work, or after the abandonment thereof shall be referred to the Commissioner/CMO for his decision, within a period of 30 (thirty) days of such an occurrence (s). There upon the Commissioner/CMO shall give his written instructions and/or decisions, after hearing the contractor and Engineer-in-Charge within a period of 15 (fifteen) days of such request. This period can be extended by mutual consent of parties.

Upon receipt of written instructions or decisions, of Commissioner/CMO the parties shall promptly proceed without delay to comply such instructions or decisions. If the Commissioner/CMO fails to give his instruction or decisions in writing within a period of 15 (fifteen) days or mutually agreed time after being requested and/or, if the party (es) is/are aggrieved against the decision of the Commissioner/CMO, the aggrieved party

may within 30 days prefer an appeal to the Competent Authority, who shall afford an opportunity to the parties of being heard and to offer evidence in his appeal. The Competent Authority will give his decision within 30 (thirty) days, or such, mutually agreed period. If any party is not satisfied with the decision of the Competent Authority he can file a petition for resolving the dispute through arbitration tribunal. A reference to Arbitration Tribunal shall be no ground for not continuing the work on the part of the Contractor. Payment as per original terms and condition of the agreement shall be continued by the commissioner/CMO in accordance with clause 8 above.

**Clause 29 - LUMP SUM IN ESTIMATE :**

When the estimate on which a tender is made includes lump sums in respect of part of the works, the contractor shall be entitled to payment in respect of the items of work involved or the part of the work in the question at the same rates as are payable under this contract for such items, or if the part of the work in question is not, in the opinion of the Commissioner/CMO, capable of measurement, the Commissioner/CMO may at his discretion pay the lump sum amount entered in the estimates, and the certificate in writing of the Commissioner/CMO shall be final and conclusive against the contractor with regard to any sum or sums payable to him under the provisions of this clause.

**Action where no specification :**

**Clause 30 -** In the case of any class of work for which there is no specification as is mentioned in Rule such work shall be carried out in accordance with the specification approved by Competent Authority /Engineer-in-Charge for application to works.

**Contractor's Percentage whether Applied to Net or Gross Amounts of Bills :**

**Clause 31 -** The percentage referred to at Para 7 of the tender will be deducted from/added to the gross amount of the bills for work done after deduction of the cost of materials supplied by the department.

**Claim for Quantities Entered in the Tender or Estimate :**

**Clause 32 -** Quantities shown in tender are approximate and no claim shall be entertained for quantities of work executed being either more or less than those entered in the tender or estimate. This is subject to the limitations as provided for in clause 13 and 14 above.

**Claim for Compensation for Delay In Starting the Work :**

**Clause 33 -** No compensation shall be allowed for any delay caused, except as provided under clause 5.3, in starting of the work on any other ground or reasons whatsoever.

**EMPLOYMENT OF SCARCITY LABOUR :**

**Clause 34 -** Government declare a state of Scarcity or famine to exist in any village situated within sixteen kilometres of the work the contractor, shall employ upon such parts of the work as are suitable for unskilled labour, any person certified to him by the Competent Authority or by any person to whom the Competent Authority may have delegated this duty in writing to be in need of relief and shall be bound to pay to such persons wages not below the minimum which Government may



have fixed in this behalf. Any dispute, which may arise in connection with the implementation of this clause, shall be decided by the Competent Authority whose decision shall be final and binding on the contractor.

#### Royalty on Minor Minerals

**Clause 35** - The contractor shall pay quarries, Royalty charges etc. If the contractor fails to produce the royalty clearance certificate from concerned department then the Commissioner/CMO shall deduct the royalty charges from his bills and keep in deposit head, which shall be refunded to the contractor on production of royalty clearance certificate from the concerned department. If he fails to produce the royalty clearance certificate within 30 days of submission of final bill, then royalty charges which was kept under deposit head by the Commissioner/CMO shall be deposited to the concerned department.

Any change in the royalty rates of minor minerals notified by the state government, after the date of submission of financial offer by the bidder/contractor, then this increase/decrease in the rates shall be reimbursed on actual basis.

#### TECHNICAL EXAMINATION

**Clause 36** - The Commissioner/CMO shall have the right to cause Audit and Technical Examination of the works and the final bills of the contractor including all supporting vouchers, abstracts etc. to be made as per payments of the final bills and if as a result of such Audit & Technical Examination the sum is found to have been overpaid in respect of any work done by the contractor under the contract or any work claimed by him to have been done under contract and found not to have been executed, the contractor shall be liable to refund the amount of over payment and it shall be lawful for the Commissioner/CMO to recover the same from the security deposit of the contractor or from any dues payable to the contractor from the Commissioner/CMO account if it is found that the contractor was paid lesser than what was due to him under the contract in respect any work executed by him under it, the amount of such under payment shall be duly paid by the Commissioner/CMO to the contractor.

In the case of any audit examination and recovery consequent on the same the contractor shall be given an opportunity to explain his case and decision of the Competent Authority shall be final.

#### DEATH OF PERMANENT INVALIDITY OF CONTRACTOR :

**Clause 37**- If the contractor is an individual or a proprietary concern, partnership concern, dies during the currency of the contract or becomes permanently incapacitated, where the surviving partners are only minors the contract shall be closed without levying any damages/compensation as provided for in clause 3 of the contract agreement.

However, if Commissioner/CMO is satisfied about the competence of the surviving, then the Commissioner/CMO shall enter into a fresh agreement for the remaining work strictly on the same terms and conditions, under which the contract was awarded.

#### PENALTY FOR BREACH OF CONTRACT :

**Clause 38** - On the breach of any term or condition of this contract by the contractor the said the Nagar Palik Nigam/Nagar Palika/Nagar Panchayat shall be entitled to forfeit the Security deposit or the balance thereof that may at the time be remaining, and to realise and retain the same as damages and compensation for the said breach but without prejudice to the right of the Nagar Palik Nigam/Nagar Palika/Nagar Panchayat to recover further sums as damages from any sums due or which may become due to the contractor by.



**NAGAR NIGAM, RAIGARH (C.G.)**  
**DETAILED NOTICE INVITING TENDER (In FORM A,B,C)**

N.I.T. No.:- .....

Date .....

**1. Introduction**

1.1 Tenders are invited in form "A" with bid capacity online from ..... class contractors of registered in E-Registration (Single window registration applicable) under Chhattisgarh Government for similar work on GoC e-Procurement System for the following work as per schedule of rates for Road works issued by Egn. in. Chief PWD Raipur in force from 15.5.2013. Building S.O.R. in force from 1.6.2009, ELECTRICAL S.O.R. 15/04/2010, and amendments applicable up to date of issue of NIT and Item Rate. The tender documents can be purchased from the UADD. website <http://uadd.cgprocurement.gov.in> directly through online of the cost of tender form on or before date ..... up to 5:30-P.M.

Cost of tender form. - Rs. .... (For tenders online)

**For on line tenders :-** The bid seals (hash) of the online bids required to be submitted by the bidders have to be generated and submitted after signing them with Digital Signatures on the system up to 5:30 P.M. on date ..... then only the On line tenders of those contractors will be received on the Next Tender Website from ..... P.M. on date ..... Up to ..... P.M. on date .....

**Contractors have to submit Registration Certificate, Earnest Money Deposit, Demand Draft of Processing Fees & Affidavit** in original in a separate Envelope and the same should reach the concerned office of the Commissioner Nagar Nigam before date ..... up to ..... P.M. by registered A.D./Speed post. As the bids of the contractors have to be digitally signed by the contractor before submitting the bids Online, the bidders are advised to obtain Digital Certificates in order to bid for the work.

**Note -** For online purchase of tender document application letter is not required.

(i) Name of the Work :-

(ii) Probable amount of contract :- Rs.

(iii) Amount of earnest money :- Rs.

□ (iv) Time allowed for completion months including/excluding rainy season (from 16<sup>th</sup> June to 15<sup>th</sup> October) from the date of written order to commence the work (Delete whichever is applicable)

1.2 The electrical work shall be executed by civil contractor by engaging the person(s) only who possess proper valid electric license issued by the competent authority of the state Government He shall also attach a copy of the license before starting electrical items of work.

1.3 Not more than one tender shall be submitted by any contractor or by a firm of contractors.

1.4 No two or more concerns in which an individual is interested, as a proprietor and/or partner shall tender for the execution of the same Work. If they do so all such tenders shall be liable to be rejected.

1.5 The authority competent to accept the tenders shall be as per Municipal Corporation Act 1956/Municipalities Act 1961 and update Amendments.

1.6 Tender document consisting of plans, specifications schedule(s) of quantities of the various items of work to be done, the conditions of contract and other necessary documents, together with addressed envelopes to be used for return of forms and other documents will be open for inspection and issued/sold on payment of Rs. .... up to close of office hours of .....

1.7 The copies of others drawings and documents pertaining to the work signed for the purpose of identification by the accepting office or his accredited representative or sample of materials to be arranged by the contractor will be open for inspection by tenderers at the offices of ..... during working hours between up to the date mentioned in clause



- 1.8 Tenders shall not be received by any other means like ordinary post or personal delivery.
- 1.9 Any manual tender received through registered post (AD) Speed post after close of office hours of the prescribed dead line for receipt of tenders shall not be received from the postman and or if received shall be returned back to the tenderer unopened. All other tenders received before the prescribed deadline for receipt of tenders shall be in kept in safe custody with the Clerk of the office of Commissioner/Executive Engineer/Engineer in-charge (as the case may be) till the prescribed time for opening of tenders. On line and/or manual Tenders shall be opened on date ..... at ..... P.M. at the office of the Commissioner/Executive Engineer/Engineer in charge before the contractors or his authorized representative intending to be present.
- 1.10 All manual tenders received after the prescribed deadline shall be returned back unopened after subscribing the following remarks with dated initials by Municipal Corporation.  
"Received late on date ..... at ..... A.M./ P.M. hence not entertained and returned"

#### 1.11 NOTES FOR GUIDANCE OF THE DEPARTMENTAL OFFICERS ONLY

- Note (I) Fill in the blanks and strike out whichever is not applicable carefully before issue of N.I.T. for publication and display on the notice board as well as before sale/issue to intending tenderers.
- Note (II) Unless the tender forms with complete documents are fully prepared and ready for delivery to intending tenderers, the notice shall not be displayed on the notice board nor sent for publication in the press.
- Note (III) All tenders received after the deadline shall be noted in the register to be maintained in the concerned office & shall be counter signed by the head of office in the following format.

S.No.	Name of work	Time & date of receipt	Initial of person who returned the tender	Date initials of the head office
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- Note (IV) The names of tenderer(s) or their authorized representative present at the time of opening of tender(s) shall be noted in a register and their signature obtained in token of their presence. Rates and conditions, if any, offered by the tenderer(s) shall be read aloud by the officer opening the tender(s) so that the same can be noted by the tenderers or their representatives, if they so desire. The rates as well as conditions contained in the forwarding Letter or separately attached to the tender(s), be read out, may also be got signed by all the tenderers or their representatives, who might be present. If they so desire. Comparative statements when ready (this should be as far as possible be got ready on the day after opening tenders) should also be exhibited publicly to the tenderers or their representatives.
- Note (V) The officer opening the tender(s) should mark every tender under his dated initials by the fraction, the denominator of each will show the order in which the tenders are opened and the numerator will show the total number of tenders received This should be done invariably on the first page of the tender form and on page (2) where the tenderers are to sign as well as pages of schedule of items (Annexure-E) attested and number the corrections and overwriting on each in tender with dated initials. If some words or figure is/are corrected more than once, then all of such corrections must be initialed with date.

#### 1.12 INSTRUCTIONS FOR GUIDANCE OF TENDERERS

- The tender will be liable to be rejected out-right, if while submitting it.
- The tenderer proposes any alterations in the work specified, in the time allowed for carrying out the work or any conditions thereof-or.
  - Any of the pages of the tenders removed or replaced-or
  - In the case of item rate tenders, rates are not entered in figures, and in words and the total of the



each item and grand totals are not written by the tenderers in the last column of the schedule of items (Annexure-E under his signature – or.

- IV) If erasures without attestation are made by him in the tender-or
- V) If all corrections and condition & and pasted slips are not initialed & dated by the tenderer-or.
- VI) If the tenderer or in the case, each partner or any partner so authorised thereof, does not sign, or signature/signatures is/are not attested by a witness on page 2 of the tender in the space provided for the purpose- or
- VII) If documents are not filled in ink or by ball pen

## 2. RATES :

2.1 The schedule of items : The schedule of all items of work to be executed is enclosed as Annexure - E

2.2 Percentage rate tender in form "A" or "C"

2.2.1 **In respect of percentage rate tenders** : contractor should quote his separate tender percentage rate above or below or at par the following schedule of rates

- (a) Building Works .....
- (b) Electrical Works .....
- (c) Road Works .....
- (d) Bridge Works .....

2.2.2 The percentage of tender above/below or at par with the relevant schedule of rates inclusive of all amendments issued up to the date of the issue of notice inviting tenders should be expressed on the tender form itself, both in words and figures in such a way that interpolation is not possible and all over writings should be neatly scored out and rewritten and the corrections should be duly attested and dated prior to the submission of tender.

Tenders not specifying percentage in words will summarily be rejected. In the case of variation between the rates stated in figure and words, the Lesser of the two shall be deemed to be valid.

Any amendments to the schedule or rates the date of issue of this tender notice or the date of issue of any amendments to the N.I.T. specifically notifying the said amendments to the current schedule of rates shall not apply to this tender.

2.2.3 The percentage tendered by the contractor will apply to those rates which find place in the Schedule of rates mentioned in clause 2.2.1 or have been derived from the said Schedule of rates and not to other items of work.

2.2.4 The percentage quoted by the contractor shall not be altered by the contractor during the term of contract. The deduction or addition, as the case may be of the percentage will be calculated on the amount of bill for the work done, after deducting the cost of materials supplied departmentally, if any, at rates specified in the agreement.

2.2.5 If the work involves more than one S.O.R. even then the contractor shall quote only single rate, applicable to the concerned S.O.R. (for example, Building S.O.R. and Electrical S.O.R.)

## 2.3 **Item Rates tenders in forms 'B' -**

2.3.1 **Item Rate Tenders in form-"B"** In respect of item rate tenders, contractor should quote his rates for the items mentioned in the schedule of item in annexure-F of this N.I.T. Only rates quoted shall be considered. The rates should be expressed in figures as well as words and the unit should be rates by the department. The contractor will not have the freedom to change the unit. No percentage above or below the schedule be quoted.

2.3.2 The rates quoted in the tender for the various items of work will not be altered by the contractor during the items of contract.

2.4 **Lead and lift of water** : No lead and lift for carting of water will be paid.



- 2.5 **Lead and lift of materials :** No lead and lift for carting of material shall be payable to the contractor except in case of such items for which specific lead and or lift are provided in the Schedule of rates mentioned in clause 2.2.1 of the N.I.T. or in the schedule of items in respect of item rate tender.
- 2.6 **Addition alteration and Non-Schedule Items of works -** During the execution of the work there is likelihood of addition alteration in the items of work and also of such items of work, which do not find place in the Schedule of rates, referred to above in respect of percentage rate contracts (Form "A") or such items which are not given in the schedule of items in respect of item rate Contractor will have to carry out these items of work.
- (i) for percentage rate tender (from A)- as provided in clause 13 the conditions of contract
- (ii) For items rate tender (form B) as provided in clause 13 of the conditions of contract
3. **Submission of Tender :-**
- 3.1 **Earnest money** No tender will be considered without the deposit of the specified earnest money which will be returned to the unsuccessful tenderers on the rejection of their tenders, or earlier as may be decided by the competent authority and on production of a certificate of..... successful tenders as part of the security deposit. returned, and will be retained from the successful tenders as part of the security deposit.
- 3.2 **Forms of earnest Money :**
- 3.2.1 The amount of earnest money shall be accepted only in the shape of Bank draft or in other interest bearing shapes mentioned in W.D. Manual Para. 2.079 in favour of the Commissioner of concerned ULB. valid for a period of ..... months at least and further subject to appropriate verification by the Commissioner of concerned ULB.
- 3.2.2 The intending tenderers from other state may remit E.M. in the form of the bank. draft of any schedule bank payable at par at.
- 3.3 **Earnest Money in separate covers :** The earnest money in one of the prescribed forms should be produced/ sent separately and not kept in the covers containing the tender and if the earnest money is not found in accordance with the prescribed mode the tender will be returned unopened to the tenderer in case of tenders to be submitted by registered A.D. or speed post In case of on line tenders earnest money submitted shall be verified & if found in accordance with the prescribed mode, then only on line financial offer shall be opened.
- 3.4 **Adjustment of the earnest money -** Earnest money, which has been deposited for a particular work, will not be adjusted towards the earnest money for another work but can be adjusted (if available) for the same work if tender is recalled and if requested in writing by the tenderer.
- 3.4.1. **Refund of earnest money :-**
- 3.4.1. (i) If it is decided on the same day to reject all the tenders, the earnest money of all tenderers shall be refunded immediately after taking decision by the competent authority.
- 3.4.1. (ii) The earnest money of tenderers whose tenders are rejected shall be refunded Also in case of the tenderer whose tender is accepted, and/or conveyed after expiry of the validity period, Earnest money shall be refundable unless validity period extended by the tenderer.
- 3.5 **Security Deposit :**
- (a) The Security Deposit shall be recovered from the Running Bills and final bill @5% (five) Percent as per clause I of the agreement read with Para 3.5 of the N.I.T.



- (b) The amount of the E.M. shall not be adjusted when value of work done reaches the limit of the amount of Contractor or exceeds the probable amount of the contract.
- (c) For unbalanced tender rate additional security Deposit shall be deposited as per respective clause of Special Condition of NIT in percentage rate/item rate tenders.
- 3.6 Implication of submission of tender : Tenderers are advised to visit sufficiently in advance of the date fixed for submission of the tenders. A tenderer shall be deemed to have full knowledge of the relevant documents, samples site etc. whether he inspects them or not.
- 3.7 The submission of a tender by a contractor implies that he has read the notice, conditions of tender and all other contract documents and made himself aware of the standard and procedure, in this respect, laid down in MORTH/I.R.C. Specification / CPWD Specification / ISI Code for building and electrical works to be done, has thoroughly inspected the quarries with their approaches, site of work, etc. and satisfied himself regarding the suitability and availability of site of work, etc. and satisfied himself regarding the suitability and availability of the materials at the quarries The responsibility of opening new quarries and construction and maintenance of approaches there to shall lie wholly with the contractor.
- 3.8 Income Tax Certificate - A tenderer purchasing tender documents for works exceeding Rs. 10 Lacs shall submit either.
- (a) Income Tax clearance certificate issued with in 12 months from the date of receipt of tender.
- OR
- (b) His income Tax return for the preceding 3 years and where law requires shall submit the audited balance sheet of Profit and Loss Account Statements with auditor's report for the preceding 3 years.
- 3.8.1 A financial capacity certificate or attested photocopy their of, from any schedule bank along with the application for the tender papers be submitted which should not be older than 12 months from the date of application. Amount of financial capacity to be furnished shall be at least 15 (fifteen) % of amount put to tender.

The financial capacity certificate shall have to be in the following format.

**CLAUSE - 18 Para-2** "The Security Deposit of the contractor to the extent of 50% shall be refunded on his getting the completion certificate, provided that the recoveries outstanding against him are realised, Balance 25% of the amount shall be refunded after 4 months in case of Building work and 6 months in case of Road work of completion of work, even if the final bill is not passed, balance 25% shall be refunded after the final bill is passed."



**CERTIFICATE**

(on the letter head of the Bank)

On the basis of transactions/turn over in the account of .....

(Name and Address)

We are of the opinion that his financial capacity is to the extent of (both figures &amp; words) Rs .....

This is without any prejudice and responsibility on our part.

Place :

Br Manager

Date :

With seal of Bank

-----00-----

In case of Online tender, financial offer shall not be opened & In case of manual tenders, tender copies would not be issued/sold in the absence of these documents mentioned in clause 3.8 and 3.9.

3.9 **List of works in Progress :** Tenderer must furnish a list of contracts already held by him at the time of submitting the tender, in the Department and elsewhere showing therein.

3.9.(1) The amount of each contract and total period of completion with information of original stipulated date of completion and actual date of completion.

3.9.(2) Balance of works remaining to be done, and the remaining time allowed as per contract.

3.9.(3) The amount of solvency certificate produced by him at the time of enrolment in the department.

3.9.(4) Details of works where he withdraw his offer or did not-execute the agreement or where his contracts were rescinded in any department/organization (by whatever name these are called) of the Govt. of Chhattisgarh.

3.9.(5) Tender submitted and wherever his offer is lowest with details of work, contract sum & period mentioned for completion there in.

3.9.(6) Other required documents.

3.10 **Relationship :** The contractor shall not be permitted to tender for works in the Nagar Nigam (responsible for award and Execution of contracts) in which his near relative is posted as Account Officer. He shall intimate the name of his near relative working in the Nagar Nigam, He shall also intimate the name of persons who are working with him in any capacity or subsequently employed by Nagar Nigam, Any breach of this condition by the contractor would render himself liable to be removed from the approved list of contractors of the Nagar Nigam.

Note: By the term near relative is meant wife, husband, parents and son, grandson, brothers, sisters, brother-in-law, father-in-law and mother-in-law.

3.11. Signature of the tenderer for the works shall be witnessed by another person and signatures affixed with his name designation and address in the space provided in the Tender document. Failure to observe this condition can render the tender of the contractor liable to rejection.

#### 4. Opening and acceptance of tender

4.1 **Place and time of opening :** The tenders shall be opened at 11.30 AM or as suitable on the day subsequent to the dead line prescribed for receipt for tenders as per Para 1.1 above by the concerned Nagar Nigam in the presence of the tenderer or their duly authorised agents who may choose to



attend. The officer authorised to open the tender may depute another officer to open the tender under unavoidable circumstances. If that day happens to be a holiday, then it shall be opened on the immediate next working day at the same time and place.

- 4.2 **Powers of Officer, receiving tenders** : The officer who opens the tender and for which he is not competent to accept, shall forward the tender to the competent authority through proper administrative channel, with his definite recommendation and enclosing therein all the tenders so received along with a complete set of approved NIT.
- 4.3 Conditional tender are liable to be rejected
- 4.4 **Canvassing** : Canvassing for support in any form for the acceptance of any tender is strictly prohibited. Any tenderer doing so will render himself liable to penalties which may include removal of his name from the register of approved contractors or penal action under section-8 of the C.G. Vinirdishtha Bhrasta Acharan Nivaran Vidheyak, 1982.
- 4.5 **Unsealed tenders** : The tenders can be rejected if not properly sealed by wax or by sticking tape, in the case of manual tenders.
- 4.6 The authority competent to accept a tender reserves the right to accept the tender for the whole work or for a distinct part thereof or by distributing the work between one or more tenderers, or reject the tender as a whole without assigning any reason. Such decision shall not be open to challenge in any forum or court of law.
- 4.7 **Validity of offer** : Tender shall remain open up to 120 (one hundred twenty) days from the specified deadlines of receipt of tender(s) and in the event of the tenderer withdrawing his offer before the aforesaid date, for any reason whatsoever, earnest money deposited shall be forfeited.
- 4.7.1 In the event of withdrawing his/her offer before the expiry of the period of validity of offer or failing to execute the agreement as required by condition NO. 8. 1.1. of the notice inviting tender (N.I.T.) he/she will not be entitled to tender for this work. In case of recall of tenders, in addition to forfeiture of his/her earnest money as per provisions of condition nos. 4.7.&1.1 of the N.I.T. as may be applicable for the work, if the tenderer has committed a similar default on occasion (s) as well then his/her registration in the department may be suspended temporarily for a period of 2 (Two) years, from such date as may be ordered by the authority who had registered him/her.
5. **Specifications -**
- 5.1 Brief Specifications - A brief note on construction and specification of all the major items of the work is enclosed in Annexure - D
- 5.2 **Material of construction** - The materials of construction to be used in the work shall be governed by the MORTH / IRC specification for Rural roads / other IRC publications and their manual/latest CPWD specifications/ISI codes for buildings and the relevant Indian standard specification with amendments and revisions issued up to the date of tender Notice Where ever any material has I.S.I mark such material alone has to be used.
- 5.3 **Workmanship** - The work shall be carried out according to the specification referred to hereinafter and according to sound engineering practice. The decision of the Executive Engineer, in respect of workmanship will be final.
- 5.4 **Specification for building work** - (Including water supply and sanitary fittings)
- 5.4.1 The contractor shall execute the work in conformity with the standards and procedure laid down latest CPWD specifications/ISI codes for buildings or special specification when ever enclosed separately and in accordance with the approved drawings.



- 5.4.2 Concrete. All concrete shall be Mixed in concrete mixer and compacted by mechanical vibrators Slump test shall be carried out during concreting and sample test cube prepared and tested for strength in accordance with the code. The Department will carry out the testing at the cost of contractor. The results of the tests shall conform with the required standard and if the Engineer-in-charge considers that a structural test is necessary, the same shall be carried out as instructed by the Engineer-in-charge at the contractor's expense and should the result of this be unsatisfactory the contractor will be bound to take down and reconstruct the particular portion of which has given unsatisfactory test results.
- 5.4.3 Bricks : The contractor should use the bricks manufactured on the metric system, as far as possible.
- 5.4.4 All timber used in the wood work for works must be properly seasoned in case of important buildings mechanical seasoning should be done in good seasoning plant. In case the contractor does not procure good seasoned wood, he may be asked to get it seasoned in plant at his own expense.
- 5.4.5 Maintenance of roofs : Subject to the provision in the agreements, it will be the responsibility of the contract to see that roof does not leak, during the period of the first rainy season in respect of tile and sheet roofing and two consecutive rainy seasons in respect of lime concrete and cement concrete terraced roof, after its completion. He will make good and replace all the defective work on this account at his own cost.
- 5.5 Specification of Electrical works :
- 5.5.1 The work will be carried out as per the approved drawing and as directed by the ..... the work will be governed by "General specifications" for the Electrical works in Government building in Chhattisgarh in force from 1972. All electrical materials must bear "ISI mark."
- 5.5.2 All samples of electrical accessories should be got approved from the Engineer-in-charge prior to their use in work. Contractor will have to arrange and afford all facilities for their inspection and rectify the defects pointed out by them. Item involved in the Electrical work is enclosed in Annexure D.
- 5.5.3 The period of testing and refund of deposit will be 6 months after completion of work.
- 5.5.4 In case of supply of ceiling fan, table fan, exhaust fan, cabin fan, tube light fixtures will be made by the department as mentioned in the SOR as such labour rates only as per SOR will be paid for fitting of such items in position as per SOR.
- 5.5.5 The contractor should submit "as build" detailed wiring diagram on tracing cloth showing the position of switch length of point, position of D.B. and main switch circuit No. in which points fall at time of final bill. Otherwise deduction of 1/2 percent (Half percent) will be made from the contract sum of all electrical items.



5.6 Specifications for road/bridge/culvert works.

The road/ bridge/culvert works shall be carried out according to MORST&H specifications for road & bridge works / Specifications for Rural roads, its manual / specification in force and or special specification or the relevant specifications published by the Indian Road congress.

5.7 Contradictions or amendments. In the event of contradiction between the stipulations of the Schedule of rates (schedule of rate relevant to this NIT) and aforesaid specification (vide Para 5.1 to 5.6 above) the stipulation and or codes of practice, referred to above the decision of Commissioners shall be final.

6. **Supply of Materials :** The following materials will be supplied by the department

Name of Materials	Rate	Place of delivery
-------------------	------	-------------------

1.

2.

3.

6.1 Deleted

6.2 **Delay in supply :** If the materials are not supplied in time the contractor will not be allowed any claim for any loss, which may be caused to him but only extension of time will be given at the discretion of the Commissioner and ..... if applied for by the contractor with in 15 days of its proposed utilization and as detailed in the latest construction program Request of such material by the contractor shall be sent with in one month in advance.

7. Miscellaneous Conditions

1. The tenderer or supplier should have a place of business in the State of Chhattisgarh from where the goods would be supplied to various destination in the state and also hold a registration certificate as per rules.

2. The tenderer or supplier shall also submit the clearance certificate as provided under section 36 of Chhattisgarh Vanijyak Kar Adhiniyam.

7.1 **Subletting :** The contractor shall not without the prior approval of the authority who has accepted the tender in writing, sublet or assign to any other party or parties, any portion of the work under the contract. Where such approval is granted, the contractor shall not be relieved of any obligation or duty or responsibility, which he undertakes under the contract. However such subletting in no case be more than 25% of contract value. But if required can be increased up to 50 (fifty) % with the prior permission of the next higher authority accepting the tender or the Government as the case may be.

7.2 **Taxes :** The rate quoted by the Contractor shall be deemed to be inclusive of the sales and other levies, duties, royalties, cess, toll, taxes of Central and state Governments, local bodies and authorities that the Contractor will have to pay for the performance of this Contract. The Govt. Will perform such duties in regard to the deduction of such taxes at source as per applicable law. **However if "Service Tax" and**



cess on service tax or any other "New Tax" (not increase or decrease in existing tax, duties, surcharge, except royalty on minor mineral) is levied on the contractor either by Central Govt. or State Govt. then the Commissioner/Chief Municipal Officer shall reimburse the "Service Tax" and cess on service tax and or "New Tax" amount, on submission of proof of such payments by the contractor.

- 7.3 Minerals extracted for works carried out on behalf of the Government of India, from the quarries in possession of and controlled by the state Government is subject to payment of Royalty by the contractor to whom it shall not be refundable. The Executive Engineer shall not also issue any certificate in respect of such materials extracted for Government of India work (Applicable to Government of India works only)
- 7.4 **Rules of Labour Camps** : The contractor will be bound to follow the Chhattisgarh Model Rules relating to layout, water supply and sanitation on labour camps (vide Annexure-A) and the provision of the National Building Code of India work in regard to constructions and safety.
- 7.5 **Fair Wages** : The contractor shall pay not less fair wages to labourers engaged by him during the contract period of the works (rules enclosed vide Annexure-B)
- 7.6 **Work in the Vicinity** : The Commissioner reserves the right to take up departmental work or to award work on contract in the vicinity without prejudice to the terms of contract.
- 7.7 **Best quality of construction materials.** Materials of the best quality will be used as approved by the Executive Engineer/Engineer in charge Where ever any material bears I.S.I. stamp(mark), this shall have first preference on other available accepted material(s).
- 7.8 **Removal of undesired persons** : The contractor shall on receipt of the requisition from the Executive Engineer/Engineer in Charge at once remove any person(s) employed by him on the work who in the opinion of the Executive Engineer/Engineer in Charge is/are unsuitable or undesirable.
- 7.9 **Amount due from contractor.** Any amount due to the Government of Chhattisgarh/Nagar Nigam from the contractor on any account concerning work may recovered from him as arrears of land revenue.
- 7.10 **Tools and Plants**: The contractor shall arrange at his own cost tools and plant required for the proper execution of the work, Certain plants may however be issued at the sole discretion of the Executive Engineer/Engineer in Charge and at the approved rate to the contractor as a special case.
- 7.11 **Right to Increase or decrease work.** The Engineer-in-charge reserves the right to increase or decrease with-in the scope of work any item of the work during the currency of the contract as per Provision given in clause (13) of the conditions of contract.
- 7.12 **Time Schedule** : The work shall be done by the contractor according to time schedule approved by the Engineer-in-Charge.
- 7.13 **Time of Contract** : Time allowed for carrying out the work as entered in the N.I.T. shall be strictly observed by the contractor and shall be reckoned from the date of work order to commence the work after taking in to account the prescribed 15/30 days of prepatory period.



- 7.14 Payment by Cheque: The payment will be made by cheques/e-payment only No bank commission charges on realising such payments will be born by the Department.
- 7.15 Transport of materials: The contractor shall make his own arrangements for transport of all materials. The Executive Engineer/Engineer in charge is not bound to arrange for priority in getting wagons or any other materials though all possible assistance by way of recommendation will be given if it is found necessary in his opinion, if the recommendation proves to be in-effective, the contractor shall have no claim for any compensation on that account.
- 7.16 The methodology and equipment, material, labour, transport to be used on the project shall be furnished by the contractor to the Engineer-in-charge well in advance of commencement of work and approval of the Engineer-in-charge obtained prior to its adoption and use.  
The contractor shall give a trial run of equipment for establishing its capability to achieve the laid down specifications and tolerance to the satisfaction of the Engineer-in charge before commencement of work, if so desired by the Engineer-in-charge.  
All equipment provided shall be of proven efficiency and shall operated and maintained at all time in a manner acceptable to the Engineer-in-charge.  
No equipment or personnel will be removed from site without permission of the Engineer-in-charge.
- 7.17. Work Programme and methodology of construction : The contractor shall furnish his programme of construction for execution of the work within the stipulated time and obtain the approval of the Engineer-in-charge prior to actual commencement of work. For works costing more than 10 crores The contractor shall furnish his programme of construction for execution of the work within the stipulated time including the time and quantity schedule of material, transport, equipment, labour etc. The contractor shall also submit a statement of "Cash Flow" (as per the format enclosed) Together with methodology construction of each item of work and obtain the approval of the Engineer-in-Charge prior to actual commencement of work.
- 7.18 Revised programme of work in case of slippage : In case of slippage from the approved work programme at any stage, the contractor shall furnish revised programme to make up the slippage within the stipulated time schedule and obtain the approval of the Engineer-in-Charge to the revised programme. Such progress report shall be submitted monthly (by 5 of each month) in the prescribed format in the tender documents.
- 7.19 Documentation : The contractor will prepare drawing(s) of the work as constructed and will supply original with three copies to the Engineer-in-Charge who will verify and certify these drawings, finally Constructed drawing(s) shall then be prepared by the contractor and supplied in triplicate along with a microfilm in case of minor and major bridge and on tracing cloth in all other cases to the Engineer-in-Charge for record and reference purpose.
- 7.20 The contractor shall have to provide a ruled duplicate register at site named "Site order book" It shall be in the custody of departmental supervisory staff. The Engineer-in Charge or his authorized representative shall record their instructions in this book, which shall be noted by the contractor or his authorized representative for compliance.



- 7.21 If any item of work is found to be substandard but the Engineer-in-Charge is of the opinion that the same is structurally adequate and can be accepted at the reduce rate, then in such cases, the Engineer-in-Charge shall have to submit proposable for appropriate reduction of rates supported by an analysis. in justification thereof, through a letter to the Commissioner Concerned and obtain his approval expeditiously (ordinarily, within 15 days). The approved analysis along with orders of the Commissioner shall have to be appended IN the bills of the contractor.

## 8. SPECIAL CONDITIONS :

- (i) To be inserted in the N.I. T. of a particular work if found necessary in the interest of the work.  
(Note - Any such special special condition can not over rule or be in contravention of the prescribed clauses and conditions)

### 8.1 Agreement :

- 8.1.1 Execution of agreement. The tenderer whose tender has been accepted (here in after referred to as the contractor,) shall produce an appropriate, if so required by the Commissioner and will execute the agreement in the prescribed form, within a fortnight of the date of communication of the acceptance of his tender by the department Failure to do so will result in the earnest money being forfeited to the Nagar and tender being cancelled.

- 8.1.2(a) The contractor shall employ the following technical Staff, during the execution of work.

- (i) One graduate engineer when the work to be executed is more than Rs. 25 lakhs.
- (ii) One diploma engineer when the cost of work to be executed is from Rs. 5 lakhs to 25 lakhs.
- (b) The Technical Staff should be available at site and take instructions from the Engineer-in-Charge or other supervisory staff.
- (c) In case the contractor fails to employ the technical staff as aforesaid the Commissioner shall have the right to take suitable remedial measures.
- (d) The contractor shall give the names and other details of graduate engineer/diploma engineer to whom he intends to employ or who is under employment with him, at the time of agreement and also give his curriculum vitae.
- (e) The contractor shall give a certificate to the effect that the graduate engineer/diploma engineer is exclusively in his employment.
- (f) A graduate engineer or diploma engineer may look after more than one work in the same locality but the total value of such works under him shall not exceed Rs. 100 lakhs in the case of a graduate engineer and Rs. 50 lakhs in the case of a diploma engineer.
- (g) It shall not be necessary for the firm/company whose one of the partner is a graduate engineer/diploma engineer to employ another graduate engineer/diploma engineer subject to the conditions provided under 8.1.2(a), (b) and (f)
- (h) The Retired Assistant engineer who is holding a diploma may be treated at par with a Graduate for the operation of the above clause.

**Note :** Such Degree or Diploma engineer must be always available on works site on day to day basis and actively supervise, instruct and guide the contractor's work force and also receive instruction from the Departmental Engineers/Sub engineers.



In case the contractor fails to employ the above technical staff or fails to employ technical staff/ personnel as submitted by the contractor in Pre qualification documents if pre available on work site and or does not receive or comply the instructions of the Department Engineers, Commissioner shall recover/deduct from his bills, a sum of Rs. 2500/per week of such default. If the default continues for more than 4 weeks then such default can be treated as "Fundamental Breach of Contract" and the contract can be terminated and action shall be taken under clause 3

## 8.2 **Conditions applicable for contract :**

All the conditions of the tender notice will be binding on the contractors in addition to the conditions of the contract in the prescribed form :

Following documents annexed with this N.I.T. shall form an integral part of the contract document

Annexure. "A" Model Rules relating to labour water supply etc.

**Annexure - "B"** Contractor's labour regulations.

**Annexure. "C"**

### (a) **Drawing (for buildings and Bridges)**

- (i) Site plan/location
- (ii) Plan, Cross section and elevation structural drawing, bar bending schedule etc.
- (iii) Circuit wiring and plumbing drawing (for Buildings only)
- (iv) Founding and formation levels, for C.D. Works

### (b) **For road work :- Index plan and locations of C.D. Works with type of C.D. (H.P. box culvert, flush/raised, causeway, slab culvert/Bridge)**

## ANNEXURE - "A"

## MODEL RULES RELATING TO LABOUR, WATER SUPPLY AND SANITATION IN LABOUR CAMPS

Notes: These model rules are intended primarily for labour camps, which are not of a permanent nature. They lay down the minimum desirable standard, which should be adhered to standards in permanent or semi-permanent labour camps should not be obviously be lower than those for temporary camps.

1. **Location:** The camp should be located in elevated and well drained ground in the locality.
  2. **Labour huts** to be constructed for one family of 5 persons each. The layout to be shown in the prescribed sketch.
  3. **Hutting:** The huts to be built of local material Each hut should provide at least 20 sqm. of living space.
  4. **Sanitary facilities:** Latrines and urinals shall be provided at least 15 meters away from the nearest quarters separately for man and women specially so marked on the following scale.
  5. **Latrines:** Pit provided at the rate of 10 users or two families per scat. separate urinals as required as the privy can also be used for this purpose.
  6. **Drinking Water** - Adequate arrangement shall be made for the supply of drinking water. If practicable filtered and chlorinated supplies shall be arranged when supplies are from intermittent sources overhead storage tank shall be provided with capacity of five liters where the supply is to be made from a well, it shall conform to the sanitary standard laid down in the report of the Rural Sanitation Committee. The well should be at least 30 meters away from any latrine or other source of pollution. If possible hand pump should be installed for drinking water from well. The well should be effectively disinfected once every month and the quality of water should be got tested at the public Health Institution between each work of disinfecting.
  7. **Bathing and Washing** - Separate bathing and washing place shall provided for men and women for every 25 persons in the camp. There shall be one gap and space of 2 sqm. washing and bathing. Proper drainage for the wastewater should be provided.
  8. **Waste Disposal** - (A) Dustbin shall be provided at suitable places in camp and the residents shall be directed to throw all rubbish into these dustbin. The dustbins shall be provided with cover The contents shall be removed every day and disposed off by trenching.
  9. **Medical facilities:**
    - (A) Every camp where 1000 or more persons reside shall be provided with whole time Doctor and Dispensary If there are women in the camp, a whole time nurse Shall be employed.
    - (B) Every camp where less than 1000 but more than 250 persons reside shall be provided with Dispensary and a part time Nurse/Midwife.
    - (C) If there are less than 250 persons in any camp a First Aid Kit shall be maintained in-charge of whole time persons, trained in First Aid.
- All the medical facilities mentioned above shall be for all residents in the camp including a dependent of the worker, if any free of cost.



**Sanitary Staff** - For each labour camp, there shall be qualified Sanitary Inspector and Sweeper should be provided in the following scales:

- (1) For camps with strength over 200 but not exceeding 500 persons. One sweeper for every 75 persons above the first 200 for which 3 sweepers shall be provided.
- (2) For camps with strength over 500 persons one sweeper for every 100 persons above 1 st 500 for which 6 sweepers should be provided.

## ANNEXURE - "B"

### CONTRACTOR'S LABOUR REGULATIONS

The Contractor shall pay not less than fair wages to labourers by him in the work. Explanation.

- (a) "Fair Wages" means wages whether for time or piece works as notified during the period of execution of the works and where such wages have not been so notified the wages prescribed by the department in which the work is done.
- (b) The contractor shall not with standing the provision of any contract to the contrary, cause to be paid a fair wage to labourers indirectly engaged on the work i/e any labour engaged by his subcontractors in connection with the said work as if labourers had been immediately employed by him.
- (c) In respect of all labour directly or indirectly employed on the works or the performance of his contractor the contractor shall comply with or cause to be complied with the Labour Act, in force.
- (d) The Commissioner shall have the right to deduct from the money due to the contractor any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfillment of the conditions of the contract for the benefit of the workers nonpayment of wages or of deductions made from his or their wages which are not justified by their terms of contract on non observance of regulations.
- (e) The contractor shall be primarily liable for all payments to be made under and for the observance of the regulations aforesaid without prejudices to his right to claim indemnity from his sub-contract.
- (f) The regulations aforesaid shall be deemed to be a part of this contract and any breach there of shall be deemed to be a breach of this contract.
- (g) The contractor shall obtain a valid license under the Contract (Regulation and Abolition) Act. 1970 and rules made there under by competent authority from time to time before commencement of work, and continue to have a valid license until the completion of the work.

Any failure to fulfill this requirement shall attract the penal provisions of this contract arising out of the recalled non-execution of the work assigned to the contractor.

## ANNEXURE - "C"

- (a) Drawing (for buildings and Bridges)
  - (v) Site plan/location
  - (vi) Plan, Cross section and elevation, structural drawing, bar bending schedule etc.
  - (vii) Circuit wiring and plumbing drawing (for Buildings only)
  - (viii) Founding and formation levels, also for C. D. Works.

- (b) For road work : Index plan and locations of C.D. Works with type of C.D. (H.P. box culvert flush/raised, causeway, slab culvert/ Bridge with bench mark all levels and details of each.

**"Attach Prints" N.A.  
Annexure - "D"**

Brief Specification for major items of the work of construction of .....

(Mention the Items involved with details)

**Annexure "E" (For percent rate tenders)**

<b>Schedule of Items.</b>				
Sl.No.	S.O.R. Items No. Figure	Description of Item	Unit	Qty.
1				
2	Attached			
3 etc.				

Note: In case of any discrepancy in this table vis-a-vis the applicable S.O.R. the provisions contained in the applicable S.O.R. Shall prevail.

**Annexure "E" (For percent rate tenders)**

<b>Schedule of Items.</b>							
Sl.No.	S.O.R. Items No. (reference in any)	Description of Item	Unit	Qty.	Rate in Figure	Rate in Words	Amount in Figure
1							
2		Deleted					
etc.							
Grand Total Rs. ....					(In Figure)		
And .....					(In words)		

(Use Seperate Sheet)

Note: In case of any discrepancy in the rate written in figure and in word of any item the lesser rate of the two shall be deemed to be the offered rate and amount of that item calculated and corrected accordingly.



## ANNEXURE F

(Revised from Bank Guarantee Bond)

## (GUARANTEE BOND)

(IN lieu of performance Security Deposit)

(To be used by approved Scheduled bank)

1. In consideration of the Nagar Nigam having agreed to exempt .....  
 ..... (Herein after called the contractor (s) from the demand under the terms and conditions of an agreement dated ..... made between .....  
 ..... for the work (Name of works) .....  
 ..... (here in after called the said Agreement) of security deposit for the due fulfillment by the said contractor(s) of the terms and conditions contained in the said agreements on production of a bank Guarantee for Rs. .... Rupees  
 ..... Only we (....) .....  
 (hereinafter referred to as" the bank (at the request of the said contractor (s) do here by undertake to pay the Nagar Nigam an amount not exceeding Rs. .... against any loss or damage caused to or would be caused to or suffered by the Nagar Nigam by reasons of any breach by the said contractor (s) of the terms or conditions contained in the said agreement.
2. We (.) ..... do here by undertake to pay the amount due and payable under this guarantee without any demur merely on demand from the Nagar Nigam stating the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Nagar Nigam by reason of breach by said contractor (s) of any of the terms or conditions contained in the said agreements or by reasons of the contractor (s) failure to perform the said agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this Guarantee. However our liability under this Guarantee shall be restricted to an amount not exceeding.....
3. We undertake to pay to the Nagar Nigam any money so demanded not with standing any dispute or disputes raised by the contractor (s) in any suit or proceedings 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 payments.
4. We (.) ..... further agree that the guarantees herein contained shall remain in full force and affect during the period that would be taken for the performance of said agreement and that it shall continue to be enforce able till all the dues o the Nagar Nigam under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till the Commissioner certified that the terms and conditions of the said agreement have been fully and property carried out by the said contractor(s) and terms and conditions of the said agreement have been fully and property carried out by the said contractor (s) and accordingly discharged this guarantee, unless a demand to claim under this Guarantee is made on us in writing on or before the (here indicate a date which falls 9 months beyond the due of completion of the work) .....  
 we shall be discharges from all liability under the guarantee.
5. We (.) ..... further agree with the Nagar Nigam that the Nagar Nigam shall have the fullest liberty without our consent and with out affecting in any manner our obligation here under to any of the terms and conditions of the said agreement or to extend

time of performance by the said contractor (s) from time to time or to postpone for any time or for time to time any the powers exercisable by Nagar Nigam against the said contractor (s) and to for bear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reasons of any such variations or extension being granted to the said contractor (s) or for barnacle. act or contractor (s) or by any such matter or thing what so ever which under the lay relating to suites 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 Banks or the Contractor (s)

7. We (.) ..... lastly under take not to revoke this gurarantee during its currency except with previous consent of the Nagar Nigam writing /Dated the ..... day of ..... for ( )

(>) Indicate the Name of the Bank .....



**ANNEXURE - G**  
**SPECIAL CONDITIONS OF N.I.T.**  
**(Reference Clause 8 of NIT)**

- (1) Additional performance security (APS) shall be deposited by the successful bidder at the time of signing of agreement when the bid amount is seriously unbalanced i. e. less than the estimated cost by more than 10% In such an event the successful bidder will deposit the additional performance security (APS) to the extent of difference of 90% of the PAC and bid amount in the shape of FDR, in favour of the Commissioner before signing the agreement The same shall be refunded along with the normal S. D. after completion of the Work. If the contractor fails to complete the work or left the work incomplete, this additional performance security (APS), shall be forfeited by the department, & the agreement shall be terminated and the action shall be taken accordance with clause 3 of the agreement In case the tenderer/Contractor refuse to deposit Additional performance security (APS) then his bid will be rejected by the sanctioning authority and earnest money shall be forfeited.
  
2. If the tenderer, whose tender has been accepted, and after signing the agreement, (i) does not start regular actual physical items of work within 25% (twenty five percent) of the time allowed for completion, or (ii) normally slowdown the work or (iii) abandons the work, or (iv) merely goes on applying for extension of time, the Commissioner/Engineer in Charge shall serve a "show cause" notice with details to the contractor in this regard and if the contractor does not reply, or if his reply is considered not satisfactory in this regard and if the contractor does not reply, or if his reply, is considered not satisfactory (at the sole discretion of the Commissioner/Engineer incharge), his earnest money and the performance security money or the Bank Guarantee in this regard shall be forfeited in favour of the Nagar Nigam If the contractor has committed a similar default on earlier occasion (s) in previous three consecutive years the contractor shall be debarred from participating in any future tender of any working in Nagar Nigam for a period of 2 (two) years from the date of such order, by the authority which had registered him/her. Such orders & action shall be final binding and conclusive.
  
- (3) **Detailed programme of Construction**
  - (i) Within 15 days of issue of order to start work, the contractor shall submit in the prescribed proforma a detailed construction programme month wise mentioning start and completion of each item/event involved in the due performance of the contract For contract more than 10 Crores Contractor shall also submit detailed programme month wise for.
    - (a) Materials procurement
    - (b) Their transport arrangement to work site with details of No. of truck/tippers.

(c) Detailing of construction plants & equipments.

(d) Cash flow/revised Cash flow.

(ii) The contractor shall submit in the first week of each month a statement of **"Target vis-a-vis actual performance"** of each item/event with slippage, if any, mentioning reasons of slippage and proposal for revised construction programme to complete the same in targeted date or validly extended date. Failure to submit this monthly statement for 4 (four) months can be treated as **"fundamental Breach of Contract"** and can result in invoking clause 3 of the conditions of contract.

**(4) Performance Guarantee :**

(i) The contractor shall also be responsible for performance of work carried out by him for a period of 12 (Twelve) Month beyond the completion of work for which performance security has to be furnished by him @ 5% (five percent) of amount of contract. For this purpose contractor has to submit to the department a Bank Guarantee of 5% amount of the value of work done on every running and final bill payable to him. If contractor fails to submit bank guarantee of 5% amount of the gross bill, then 5% amount of bill shall be deducted from his running and final bill payment. However, the contractor can get refund of such performance cash security amount deducted if he submits appropriate bank guarantee valid for the period as stated above or 12 (Twelve) month after actual completion.

If require, the Commissioner shall ask the contractor to extend the validity period of the Bank Guarantee(s) for such period which he considers it proper and the contractor shall extend the validity period of such Bank Guarantee accordingly. If the contractor fails to extend the period accordingly, the Commissioner shall encash the B.G. before the expiry of the validity period.

(ii) The contractor shall have to carry out all necessary "Rectification" of defects noticed, caused due to any reasons at his own cost within such reasonable period mentioned in such communication notice from the Commissioner/Engineer in Charge to him.

(iii) Failure of the contractor to rectify the defects properly in the given period, it shall be open for the Commissioner/Engineer in Charge to get the defect(s) rectified either departmentally or through other agency (without calling any tender / quotation) and recover the actual cost plus 15% (fifteen percent) of such cost from the contractor from any sum, in any form, and available with the department or can be recovered as "Arrears of Land Revenue"

(iv) After One years of completion of construction, Amount of available performance Bank guarantee shall be returned to the contractor subject to the satisfaction of the Executive Engineer.

(v) Deleted

The performance guarantee will be in addition to the normal security to be deducted as per



clause 1 of agreement for the execution of contract.

- (5) The tenderer/contractor shall give in advance authority letter(s) in favour of the Commissioner authorizing him to get all Bank's Fixed Deposit receipts, Bank Guarantees (either normal security deposit and or for performance security) to get these Bank receipts and Guarantee deeds verified and got confirmed from concerned Bank. It will be only after getting such confirmation that the Commissioner shall pay any amount accordingly or refund the equal amount for which BG submitted has been duly verified and confirmed.

- (6) The contractor shall not remove minor mineral from borrow areas, quarries without prior payment of Royalty charges.

(7) **For Bituminous Road Works**

- (a) Bitumen of required penetration grade or emulsion shall be procured the contractor directly from any or all of the Govt. Oil Company viz. Indian Oil Company (IOCL), Hindustan Petroleum (HPCL) and Bharat Petroleum Company (BPCL).

- (b) It shall be obligatory on the contractor to submit within one week of receipt of Bitumen, original first copy of Bitumen invoice(s) (meant for the Buyer/Customer) (not other copies meant for Storage, Transporter etc. etc.) to the concerned Division or Divisions and get the invoice duly stamped and see that suitable entry is recorded by the Division of its use with grade, quantity proposed to be used in particular contract agreements (s) / Division. On the original invoice the contractor shall have to write "..... MT quantity or Bitumen of this invoices is proposed to be used in agreement No. .... of ..... of ..... ULB and ..... quantity in agreement No. .... of ..... of this or (other named) ULB in that ULB agreement No. .... of ..... and sign the same.

Contractor(s) shall also furnish a certificate that "This is to certify that I/We have submitted the original and true bill(s) & I am responsible for its veracity"

The Engineer in Charge there after shall countersuing the same and submit the invoice(s) and shall cause the same to be photocopied and return the photocopy duly certified to the contractor. All originals invoices shall be retained by the Commissioner till the payments final bill. There after the contractor shall return the attested photocopies of all invoices and take back the original invoices of Bitumen.

- (c) The contractor shall have to install hot mix plant as per clause 504.3.4 of MORTH specification 15 days before starting of bituminous work nearer to the site of work, so as to maintain the temperature of hot mixed materials at work site as per MORTH norms. In case of failure in installing the hot mix plant, it shall be treated as breach of contract and penalty shall be imposed under agreement clause 38
- (d) "Contractor shall submit the certificate of availability with him (Owned or leased or by procurement against mobilization advances) regarding computerized hot mix plant, Sensor paver/mechanical paver, Vibratory Roller [for 50 mm or more thickness of B.M./D.B.M. (with M.S.S./S.D.B.C. & B.C.)] and other plants and machineries duly certified by

Executive Engineer or Equivalent officer, along with the E.M.D. envelope, otherwise tender will be disqualified while opening.

- (8) The contractor has to fix reflecting information board, size 120 cms X 90 cms. One at starting point of the road and another from end point of the road describing the details of work as instructed by Engineer in Charge at his costs.
- (9) In case of conflict between "General condition of contract-and the special condition" the terms of special conditions shall prevail.



**SPECIAL CONDITION**

1. In the event of withdrawing his/her after before the expiry of the period of validity of offer of failing to execute the agreement as required by condition No. 8.1.1 of the notice inviting tender (N.I.T.) he/she will not be entitled to tender for this work in case of recall of tenders. In addition to forfeiture of his/her earnest money as per provisions of condition No. 4.7 and 8.1.1 of N.I.T. as may be applicable for the work, the registering authority will demote the contractor/firm for a period of one year. If the tenderer has committed a similar default of earlier occasion(s) as will, then such demotion in registration will be permanently.

This special condition will supersede anything contrary to it in the tender document.

2. Cess @ 1% (One percent) shall be deducted at source. From every bill of contractor by the Commissioner under "Building and other construction for Workers Welfare, Cess ACT 1996"
3. It is mandatory for the contractor(s) to get himself/themselves registered with "C.G. Building and other construction Welfare Board" as soon as the work order is issued to him/them for the work amounting to Rs. 10.00 (Ten) Lakhs and above and submit a copy of the same to the same to the concern Engineer in Charge, herwise no payment will be made under the contract.
4. Contractors are advised to go through the Notice Inviting tenders & the tender/PQ/Bid Capacity document thoroughly. Certificates, annexures, enclosures as mentioned in the document will have to be submitted by the tenders strictly in the prescribed format at the time of submission of Technical/Financial bid, failing which the contractor shall disqualify for the work & his financial offer shall not be opened and no representation appeal or objection, what so ever in this regard shall be entertained by the department.

# **MUNICIPAL CORPORATION RAIGARH**

## **TENDER DOCUMENTS (FORM-F) FOR CONSTRUCTION OF 6 SEATER TOILET BLOCK AT RAIGARH**

---

Construction of Toilet Block Type-2 (6 Seater) Aspirational Toilet at Nagar Nigam Area  
as per enclosed specifications and drawings including Defect liability period of 36  
months from the date of completion.

---

**(Estimated Cost Rs. 16.92 Lakhs)**

Office of the Commissioner Municipal Corporation  
Raigarh Chhattisgarh

Web Site : [www.nagarnigamraigarh.com](http://www.nagarnigamraigarh.com)

E-mail : [nraigarh@ymail.com](mailto:nraigarh@ymail.com)

**INDEX**



<b>S.No.</b>	<b>CONTENTS</b>	<b>PAGE No.</b>
01	02	03
1.	<b>Tender Notice</b>	1-5
2	<b>Financial prequalification</b>	6-8
3	<b>CHAPTER - I “Detailed Tender Notice”</b>	
4	<b>CHAPTER - II “CONDITION OF CONTRACT”</b>	9-23
5	<b>CHAPTER - III</b> Supplementary Instruction to the tenderers, Advance to the Contractors, Schedule of Running Payment etc.	24-30
6	<b>CHAPTER-IV</b> Scope of work & specifications of work	31-37
7	<b>Annexure- “F”</b> - Percentage wise Break Up schedule of Payment	38-40
8	<b>Annexure - “A”</b> -Model Rules relating to labour, water supply and sanitation in labour camps	41-42
9	<b>Annexure - “B”</b> -Contractor’s Labour Regulations	43-43
10	<b>Annexure - “D”</b> -Form of Income Tax clearance certificate	44-44
11	<b>Annexure “G-1”</b> - Form of Bank Guarantee	45-46
12	<b>Annexure “G-2”</b> –Fixed Deposit Receipt Form	47-47
13	<b>Annexure “H”</b> –General specifications & list of mandatory tests	48-50
14	<b>Annexure "J"</b> - List showing the name of near relative working in UADD	51-51
15	<b>Annexure “K”</b> - List of contracts already held by the Contractor	51-51
16	<b>Annexure “O”</b> - Additional Special Conditions	52-55
17	<b>Annexure “II”</b> - Safety Code	56-58
18	<b>Annexure-13</b> - Affidavit	59-59
19	<b>Indenture Bond</b>	

**MUNICIPAL CORPORATION, RAIGARH**  
**OFFICE OF THE COMMISSIONER MUNICIPAL CORPORATION**

NO: - ...../ PWD/NPN/2024

Raigarh Dated .....2024

tender are invited by the Commissioner, Municipal Corporation, Raigarh for the following work in form "F" (lump Sum) from the capable contractors

S. No.	Name of work	Probable amount of contract (in Lacs)	Earnest money (Rs. in Lacs)	Time allowed for completion (including rainy season)	Bid Submission fees	Validity of tender (from the opening of original offer)
1	2	3	4	5	6	7
1.	Construction of Toilet Block Type-2 (6 Seater) Aspirational Toilet at Nagar Nigam Area as per enclosed specifications and drawings including Defect liability period of 36 months from the date of completion.	16.92	0.13	06 months	750/-	120 days

**Executive Engineer**  
**Municipal Corporation**  
**Raigarh, Chhattisgarh**

Endt. No...../2024

Raigarh/Dated :

Copy forwarded to :-

1. ....
2. ....
3. ....
4. Notice Board.

**Executive Engineer**  
**Municipal Corporation**  
**Raigarh, Chhattisgarh**



## CHAPTER I

**MUNICIPAL CORPORATION, RAIGARH**  
**OFFICE OF THE COMMISSIONER MUNICIPAL CORPORATION**  
NIT NO: - ...../ MCR/2023 Raigarh Dated .....2024

Online tender are invited by the Commissioner, Municipal Corporation, Raigarh for the following work in form “F” (lump Sum) from the capable contractors/Firm.

S. No.	Name of work	Probable amount of contract (in Lacs)	Earnest money (Rs. in Lacs)	Time allowed for completion (including rainy season)	Bid Submission fees	Validity of tender (from the opening of original offer)
1	2	3	4	5	6	7
1.	Construction of Toilet Block Type-2 (6 Seater) Aspirational Toilet at Nagar Nigam Area as per enclosed specifications and drawings including Defect liability period of 36 months from the date of completion.	16.92	0.13	06 months	750/-	120 days

- 1- Validity of offer - 120 days from date of opening of financial offer.
- 2- The Technical offer shall be opened in presence of the Bidders or their authorized representatives, who may choose to be present. The date and place of opening of financial offer shall be as per key dates given in NIT.
- 3- The Key Dates of Tenders are as follows :-

S. No.	Nagar Nigam Stage	Contractors Stage	Date	Time
1	Bid Start Date		07-03-2024	
3		Physical Document Submission Last Date		4:00pm
4	Bid Open Date (Scheduled)			4:30pm

Other condition including qualification and details of work can be seen in the office of the undersigned during office hours This NIT shall also form the part of agreement.

## **2.0 SUBMISSION OF TENDERS:**

The Tenderer shall fill the Bids physically and the Bid Hashes of three envelopes shall be signed and submitted physically as per mentioned key dates. There shall be three separate envelopes as under:-

### **2.1 ENVELOPE - A**

The first envelope shall contain:-

2.1.1 The Earnest Money of Rs. 13000.00 (Rs. Thirteen thousand only) in the form of FDR/TDR from Bank and tender Document Fees Rs. 750/- in the form of DD in Favour of Commissioner, Office of Municipal Corporation, Raigarh(C.G.)

2.1.2 Affidavit as per Annexure 13.

### **2.2 ENVELOPE - B**

The Second envelope shall contain terms and conditions and all the technical details and specifications of the proposed work. The signed copy of terms and conditions, along with technical specifications and drawings etc. should be submitted in Envelope “B”. This envelope shall be submitted physically also along with envelope “A”. The Envelope B shall also contain:-

- I. Registration certificate
- II. Pan card
- III. Turnover certificate and ITRs
- IV. Valid Goods and Services tax certificate
- V. Financial capacity certificate as per clause 2.10
- VI. Name, residence & place of Business as per clause 2.37
- VII. List of near relative working in UAD as per clause 2.32 as mentioned in Annexure-“J”
- VIII. Declaration as per clause 2.40 (VII)
- IX. EPF and ESIC Challan
- X. ANNEX I-X

### **2.3 ENVELOPE - C**

This Envelope shall contain only the Lump-sum offer. The tenderer shall have to duly fill their Lump-sum offer in appropriate form meant for it.

2.4 Tender will be submitted with the Earnest Money, of Rs. 13000.00 (Rs. Thirteen thousand only) in the form of FDR/TDR from any nationalised Bank which will be returned to the unsuccessful tenderer after acceptance of work order by the successful bidder. The Earnest Money of the successful tenderer will be retained as part of the Security Deposit.

2.4.2. In the event of withdrawing his/her offer before the expiry of the period of validity of offer or failing to execute the agreement as required by condition No. 2.34 of the notice inviting tender (N.I.T.) he/she will not be entitled to tender for this work in case of recall of tenders. In addition to forfeited of his/her earnest money as per provisions of condition No. 2.34 of N.I.T. as may be applicable for the work, the registering authority will demote the contractor firm for a period of one year. If the tenderer has committed a similar default on earlier occasion (s) as well, then such demotion in registration will be permanently.

### **2.5 FORM OF EARNEST MONEY:**

2.5.1 The amount of Earnest Money should be deposited in the form of FDR/TDR from any nationalised Bank

### **2.6 EARNEST MONEY IN SEPARATE COVERS:-**

The Earnest Money, in the prescribed form should be deposited as mentioned under para 2.5. If the Earnest Money is not found in accordance with the prescribed mode, the tender of the tenderer shall not be opened.



**2.7 ADJUSTMENT OF EARNEST MONEY:-**

The Earnest Money which has been deposited for a particular work will not be adjusted towards the earnest money for another work.

**2.8 SECURITY DEPOSIT:-**

The Security Deposit to be taken for the due performance of the contract under the terms and conditions printed on the tender form will be the earnest money plus an amount to make it equal to 5% (five percent) of the cost of work put to tender, as per clause 1 of condition of contract of form "F".

**2.9 -----deleted-----**

- 2.10** A Financial capacity certificate or attested photocopy thereof from any schedule bank alongwith the application for the tender papers be submitted which should not be older than 12 months from the date of application. Amount of financial capacity to be furnished shall be at least 15 (fifteen) % of amount put to tender.

**The financial Capacity certificate shall have to be in the following format:**

**CERTIFICATE**

(On the letter head of the bank)

on the basis of transactions/ turn over in the account of \_\_\_\_\_  
(name and address ) we are of the opinion that his financial capacity is to the extent of (both figures and words )  
Rs \_\_\_\_\_ (in words ) \_\_\_\_\_ this is without any prejudice and responsibility  
on our part.

Place:-

Br. Manager.

Date :-

with seal of bank

- 2.11** The submission of a tender by a contractor implies that he has read the notice conditions of tender and contract and has made himself aware of the scope and specifications of the work to be done and has been the quarries with their approach, sites of work etc, and satisfied himself regarding the suitability of the materials at the quarries. The responsibility of opening of new quarries and construction and maintenance of approaches thereto shall lie wholly with the contractor.
- 2.12 Subletting of works:** - The contract may be rescinded and security deposit forfeited, for subletting the work. If the contractor gets item / items of work executed/operated/maintained on a task rate basis without materials, this shall not amount to subletting of the contract.
- 2.13** All the conditions of the tender notice will be binding on the contractor and will form part of the agreement to be executed by the contractor in addition to the conditions of contract in the prescribed form and special conditions of contract.
- 2.14** The tenders will be opened at the time and place stated in the tender by the **Executive Engineer** in the presence of the tenderer or their duly authorised agents who may choose to attend. The **Executive Engineer** in unavoidable circumstance may depute another officer in his absence to receive and open tenders on his behalf.
- 2.15** The Executive Engineer does not bind himself to accept or recommend for the acceptance to the **Commissioner Municipal Corporation Raigarh** or other higher authority, the lowest or any tender or to give any reasons for his decision.

## **2.16 Taxes Royalty etc.:**

- 2.16.1 Taxes:** The rate quoted by the Contractor shall be deemed to be inclusive of GST, sales and other levies, duties, royalties, cess, toll, taxes of Central and State Governments, local bodies and authorities that the Contractor will have to pay for the performance of this Contract. The Govt. will perform such duties in regard to the deduction of such taxes at source as per applicable law. However if “Service Tax” and cess on service tax or any other “New Tax” (not increase or decrease in existing tax, duties, surcharge, except royalty on minor mineral) is levied on the contractor either by Central Govt. or State Govt, then the Commissioner Municipal Corporation Raigarh shall reimburse the “Service Tax” and cess on service tax and or “New Tax” amount; on submission of proof of such payments by the contractor.

### **2.16.2 Royalty on Minor Minerals**

The contractor shall pay all quarry, Royalty charges etc. If the contractor fails to produce the royalty clearance certificate from concerned department, then the Commissioner Municipal Corporation, Raigarh shall deduct the royalty charges from his bills and keep in deposit head, which shall be refunded to the contractor on production of royalty clearance certificate from the concerned department. If he fails to produce the royalty clearance certificate within 30 days of submission of final bill, then royalty charges which was keep under deposit head by the Commissioner Municipal Corporation, Raigarh shall be deposited to the concerned department and his final bill payment shall be released.

Any change in the royalty rates of minor minerals notified by the state government, after the date of submission of financial offer by the bidder/contractor, then this increase/decrease in the rates shall be reimbursed/ deducted on actual basis.

- 2.16.3** Income tax at the rate of 2% or such other percentage as may be fixed by income tax department from time to time from any sum payable to the Contractor shall at the time of credit of such sum or at the time of payment to the contractor by cash, cheque or draft or any other mode shall be deducted at the source from the running, final or any type of payment for this contract as per section 194 of income tax Act. 1961.
- 2.16.4** It is open to the contractor or the sub-contractor as the case may be to make an application to the Income Tax officer concerned and obtain from him a certificate authorizing the payer to deduct tax at such lower rate or deduct no tax as may be appropriate to his case Such certificate will be valid for the period specified therein unless it is cancelled by the income Tax Officer earlier.
- 2.17 Model Rules for water supply, Sanitation in Labour Camps:** The contractor will be bound to follow the Chhattisgarh model rules relating to layout of water supply and sanitation in labour camps (Vide Annexure-A)
- 2.18 Fair wages to Labourers:** The Contractor shall pay not less than fair wages to labourers engaged by him on the work (Copy of rules enclosed vide Annexure-B)
- 2.19 Right to take up work departmentally or to award on contract:** The Engineer-in-Charge reserves the right to take up departmental work or to award works on contract in the vicinity without prejudice to the terms of contract.



**2.20 Issue of Materials by the Department:** The following Materials will be supplied by the Department:-

S. No.	Name of Article	Unit	Rate	Place of Delivery
No, Materials shall be supplied by the Department.				

- 2.21 Income tax return:** A tenderer applying for tender copies for work shall have to submit Income Tax return for last three years.
- 2.22** The contractor shall execute the work as per detailed specifications as incorporated in the tender document and in accordance with the approved drawing and special conditions incorporated in the tender documents.
- 2.23 Scope of work covered by lump- sum cost:** The scope of work covered by the lump-sum cost is given in **Chapter IV & Chapter V.**
- 2.24 Deleted**
- 2.25 Removal of unsuitable or undesirable employees of contractor:** The Contractor shall on receipt or the requisition form the **Executive Engineer** at once remove any person employed by him on the work who in the opinion of E.E. is unsuitable or undesirable.
- 2.26 Recovery of Amount due to Government from contractor:** Any amount due to Government from the Contractor on any account, concerning work may be recovered from him as error of land revenue and/or from payment due to him in any of the Govt / Semi Government Department.
- 2.27 Transport of materials in contractors responsibility:** The Contractor shall make his own arrangement for transport of all materials The Government is not bound to arrange for priorities for Getting wagons or any other materials though all possible assistance by way of recommendation will be given, if it is found necessary in the opinion of the **Engineer –in –Charge** if it proves in effective the contractor shall have no claim for any compensation on this account.
- 2.28 Arrangement of Tools and Plants:** The Contractor shall arrange at his own cost tools and plants required for proper execution of work.
- 2.29 Increase or Decrease of work specified within lump sum: :** The competent authority reserves the right to increase or decrease any work specified within lump sum during the currency of the contract and contractor will be bound to comply with the order of the competent authority, these variations will be Governed by. Clause – 3.29
- 2.30 Execution of work according to time schedule:** The work shall be done by the Contractor according to the time schedule fixed by competent authority.
- 2.31 Canvassing or support or acceptance of tender:** Canvassing or support in any form for the acceptance of any tender is strictly prohibited any tender doing so will render himself liable to penalties which may include removal of his name from the register of approved contractors.
- 2.32 List of persons employed by contractor:** The contractor shall not be permitted to tender for works in the concerned ULB (responsible for award and execution of contracts) in which his near relative is posted as Divisional Accountant or as an officer in any capacity between the grades of Superintending Engineer and

Assistant Engineer (both inclusive) A list showing the names of the persons who are working with the contractor and are near relatives to any Gazetted officer in the RMC at should also be appended to the tender. He should also intimate to the E.E. the names of subsequently employed persons who are near relatives of any gazetted officer in RMC or Divisional Accountant in concerned divisions. Any breach of this condition by the contractor would tender him liable to be removed from the approved list of Contractors of this Department.

### 2.33 Escalation

Reimbursement /Refund on Variation in Prices of Materials / P. O. L. and Labour Wages

#### ~~Price Adjustment:—~~

- (2) Contract price shall be adjusted for increase or decrease in rates and price of labour, materials, POL, in accordance with the following principles and procedure and as per formula given below.

Note: ~~Price adjustment shall be applicable from reckoned date and upto validity extended period but shall not apply to the period when, work is carried out under penal (compensation) clause.~~

- (B) ~~The price adjustment shall be determined during each month from the formula given in the hereunder.~~

I ~~Following expressions and meanings are assigned to the work done during each month:~~

~~To the extent that full compensation for any rise or fall in costs to the contractor is not covered by the provisions of this or other clauses in the contract, the unit rates and prices included in the contract shall be deemed to include amounts to cover the contingency of such other rise or fall in costs.~~

#### ~~The formula(e) for adjustment of prices are:—~~

~~R= Total value of work done during the month. It would include the amount of secured advance granted, if any, during the month, less the amount of secured advance recovered, if any during the month. It will exclude value for works executed under variations for which price adjustment will be worked separately based on the terms mutually agreed.~~

#### ~~Adjustment for labour comp~~

- (2) (i) ~~Price adjustment for increase or decrease in the cost due to labour shall be paid in accordance with the following formula:~~

$$V_L = 0.85 \times P_L / 100 \times R \times (L_i - L_0) / L_0$$

~~$V_L$  = increase or decrease in the cost of work during the month under consideration due to changes in rates for local labour.~~

~~$L_0$  = the consumer price index for industrial workers at the town nearest to the site or work as published by Labour Bureau, Ministry of Labour, Govt. of India. on the date of inviting tender.~~

~~$L_i$  = The consumer price index for industrial workers at the town nearest to the site of work for the month under consideration as published by Labour Bureau, Ministry of Labour, Government of India.~~

~~$P_L$  = Percentage of labour component of the Work. the site or work as published by Labour Bureau, Ministry of Labour, Govt. of India. on the date of inviting tender~~

#### ~~Adjustment for cement component~~



(ii) ~~Price adjustment for increase or decrease in the cost of cement procured by the contractor~~

~~shall be paid in accordance with the following formula;~~

$$V_e = 0.85 \times P_e / 100 \times R \times (C_i - C_0) / C_0$$

~~$V_e$  = increase or decrease in the cost of work during the month under~~

~~Consideration due to changes in rates for cement~~

~~$C_0$  = The all India wholesale price index for cement as published by the Ministry of Industrial Development, Government of India, New Delhi.~~

~~on the date of inviting tender~~

~~$C_i$  = The all India average wholesale price index for cement for the month~~

~~Under consideration as published by Ministry of Industrial Development, Govt. of India, New Delhi.~~

~~$P_e$  = Percentage of cement component of the work.~~

**(2) Adjustment for steel comp** ~~iii) Price adjustment for increase or decrease in the cost of steel procured by the~~

~~Contractor shall be paid in accordance with the following formula;~~

$$V_s = 0.85 \times P_s / 100 \times R \times (S_i - S_0) / S_0$$

~~$V_s$  = increase or decrease in the cost of work during the month under~~

~~Consideration due to changes in the rates for steel.~~

~~$S_0$  = The all India wholesale price index for steel (Bar and Rods) as published by the Ministry of Industrial Development, Government of India, New Delhi. on the date of inviting tender~~

~~$S_i$  = The all India average wholesale price index for steel (Bar and Rods) for the month under consideration as published by Ministry of Industrial Development, New Delhi.~~

~~$P_s$  = Percentage of steel component of the work.~~

**Note:** ~~for the application of this clause, index of Bars and Rods has been to represent steel group.~~

**(2) Adjustment of bitumen comp** ~~(iv) Price adjustment for increase or decrease in the cost of bitumen shall~~

~~be paid in accordance with the following formula;~~

$$V_b = 0.85 \times P_b / 100 \times R \times (B_i - B_0) / B_0$$

~~$V_b$  = Increase or decrease in the cost of work during the month under~~

~~Consideration due to changes in rates for bitumen.~~

~~$B_0$  = The official retail price of bitumen at the IOC depot at nearest centre on the date of inviting tender~~

~~$B_i$  = The official retail price of bitumen of IOC depot at nearest center for the 15th day of the month under consideration.~~

~~$P_b$  = Percentage of bitumen component of the work.~~

**Adjustment of POL (fuel and lubricant) component**

**(v) Price adjustment for increase or decrease in cost of POL (fuel and lubricant)**

shall be paid in accordance with the following formula;

$$V_f = 0.85 \times P_f / 100 \times R \times (F_i - F_0) / F_0$$

$V_f$  = Increase or decrease in the cost or work during the month under consideration due to changes in rates for fuel and lubricants.

$F_0$  = The official price of High Speed Diesel (HSD) at the existing consumer Diesel pumps out let at nearest center on the date of inviting tender

$F_i$  = The official retail price of HSD at the existing consumer pumps of IOC at nearest center for the 15th day of month under consideration.

$P_f$  = Percentage of fuel and lubricants component of the work.

**Note:** For the application of this clause, the price of High speed Diesel Oil has been chosen to represent fuel and lubricants group.

#### **Adjustment of Other Materials Component**

(vii) Price adjustment for increase or decrease in cost of local materials other than Cement, steel, Bitumen and POL procured by the contractor shall lay in accordance with the following formula;

$$V_m = 0.85 \times P_m / 100 \times R \times (M_i - M_0) / M_0$$

$V_m$  = Increase or decrease in the cost of work during the month under Consideration due to changes in rates for local materials other than cement, steel, bitumen and POL.

$M_0$  = The all India wholesale price index (all commodities) as published by the Ministry of Industrial Development, Govt. of India, New Delhi, on the date of inviting tender

$M_i$  = The all India Wholesale price index (all commodities) for the month under consideration as published by Ministry of Industrial Development, Govt. of India, New Delhi.

$P_m$  = Percentage of local material component (Other than cement, steel, bitumen and POL) of the work.

**The following percentages will govern the price adjustment for the entire contract:**

Sl. No.	Components	For road	For Building	For bridge
1	Labour $P_L$	25%	35%	30%
2	Cement $P_c$	5%	10%	25%
3	Steel $P_s$	5%	10%	25%
4	Bitumen $P_b$	10%	-	-
5	POL $P_f$	10%	10%	10%
6	Other materials $P_m$	45%	35%	10%
	Total:-	100%	100%	100%

**Note :** If in the execution of contract for Road works use of certain material(s) is/are not involved (Viz cement, steel, Bitumen etc.), then the percentage of other material  $P_m$  shall be increased to that extent

Example: Say in a contract of roadwork steel is not required ( $P_s$  5%).  $P_m$  shall become 45%+5%=50%

Or

Say cement & steel not required then  $P_m$  shall become 45%+5%+5%=55% and so on

**2.34 Validity of Offer:** Tenders shall remain open up to four months from the prescribed date of opening of tenders. However, when tenders are invited in 3 cover system and or negotiations are held, the modified or fresh offers shall remain open up to four months from the prescribed date of opening the same. In the event of the tenderer withdrawing the offer before the aforesaid dates for any reason whatsoever, Earnest money deposited with the tender shall be forfeited to the RMC by the Commissioner Municipal



Corporation, Raigarh.

In the event of tenderer withdrawing his/her offer before the expiry of the period of validity of offer or failing to execute the contract agreement he/she not be entitled to tender for this work. In the case of recall of tenders, in addition to forfeiture of his/her earnest money as may be applicable for their work. If the tenderer has committed a similar default on an earlier occasion as well, his/her registration in the department may be suspended temporarily for a period of 6 months from such date as may be ordered by the authority which had registered him/her.

- 2.35 Bank Commission Charges:** Bank commission charges in all payments by demand drafts outside the State will not be borne by the Department but by the Supplier/firms/contractor himself.
- 2.36 Force Majeure:** Should failure in performance of any part of this contract arise from war, insurrection, restraint imposed by Government, act of Legislature or other authority, stoppage of hindrance in the supply of raw materials, or fuel, explosion, accident, strike, riot, lockout, or other disorganization, of labour or transport, breakdown of machine, flood, fire act of God, or any inevitable or unforeseen event beyond human control directly or indirectly interfering with the supply of stores or from any cause which may be a reasonable ground or an extension of time, the competent authority will allow such additional time as he considers to be justified in the circumstances of the case. No compensation will be payable to the contractor for any loss incurred by him due to these reasons.
- 2.37** Each tenderer shall supply the name, residence and place or business of the person or persons giving the tender and shall be signed by the tenderer with his usual signature. When tender is given by partnerships the full names of all partners shall be furnished. An attested copy of the constitution of the firm and the registration number of the firm shall be furnished. In such a case the tender must be signed separately by each partner thereof or in the event of the absence of any partner it must signed on his behalf by a person holding a power of attorney authorising him to be so. Tenders by a Council shall be signed with the legal name of the Council followed by the name of the stage of in Council and by signature and by designation of the president, secretary or other persons authorised to bind it in the matter.
- 2.38 Technical Knowledge and staff:**
- 2.38.1** The tender shall be submitted with the declaration that the contractor has successfully carried out large works of this nature and has adequate organization, machinery and experienced personnel to handle jobs of this type and magnitude.
- 2.38.2 A brief description of large works previously executed by tenderer:** After the tender has been opened, the tenderer may be required to submit detailed particulars of such works along with manner of their execution and any other information that will satisfy the officer receiving the tender that the contractor has adequate organisation, including experienced personnel to execute meticulously the work to be carried out as per these specifications.
- 2.38.3** (a) The contractor shall employ the following Technical Staff during the execution of work-
- (i) One graduate engineer when the work to be executed is more than Rs. 25 lakhs.
  - (ii) One diploma engineer when the cost of work to be executed is from Rs. 5 lakhs to 25 lakhs.
- (b) The Technical Staff should be available at site and take instructions from the Engineer-in-Charge or other supervisory staff
- (c) Incise the contractor fails to employ the technical staff as afore said, the E.E. shall have the right to take suitable remedial measures.
- (d) The contractor shall give the names and other details of the graduate engineer/diploma engineer to whom he intends to employ or who is under employment with him, at the time of agreement and also give his curriculum vitae.

- (e) The contractor shall give a certificate to the effect that the graduate engineer/diploma engineer is exclusively in his employment.
- (f) A graduate engineer or diploma engineer may look after more than one work in the same locality but the total value of such works under him shall not exceed Rs. 100 lakhs in the case of a graduate engineer and Rs. 50 lakhs in the case of a diploma engineer
- (g) It shall not be necessary for the firm/company whose one of the partner is a graduate engineer / diploma engineer to employ another graduate engineer / diploma engineer subject to the conditions provided under 2.38.3 (a),(b) and (f)
- (h) The Retired Assistant engineer who is holding a diploma may be treated at par with a Graduate for the operation of the above clause.

**Note:-** Such Degree or Diploma engineer must be always available on works site on day to day basis and actively supervise, instruct and guide the contractor's works force and also receive instruction from the Departmental Engineers/Sub engineers. In case the contractor fails to employ the above technical staff or fails to employ technical staff /personnel as submitted by the contractor in Pre qualification documents if prequalification is called and or the technical staff/personnel so employed are generally not available on work site and or does not receive or comply the instructions of the Department Engineers, the **E.E.** shall recover/deduct from his bills, a sum of Rs. 2500/per week of such default. If the default continues for more than 4 weeks then such default can be treated as "Fundamental Breach of Contract" and the contract can be terminated and action shall be taken under clause 1.14

**2.39** The Contractor should also give the following information invariably on cover containing the tender.

**A:** Name and address of the Contractor:

**B:** Class in which he is registered:

**C:** Amount of earnest money deposited and No. and date of money receipt etc.

**2.40** The tender documents have to be completed and submitted with all the documents required in the tender notice, Following is the summary of the documents required to be submitted with the completed tender form.

**2.40 (I)** The name, residence and place of business etc. of the tenderer vide Clause 2.37 above.

**(II)** Details of contracts already held by the tender vide clause 2.24 above.

**(III)** Earnest money deposited vide clause 2.5.1

**(IV)** Income tax return vide clause 2.21 above.

**(V)** A list of near relatives of the tenderer working in RMC Vide clause 2.32. (See Annexure -J)

**(VI)** Attested copy of the constitution of firm (if required) and power of attorney, as required vide Clause 2.37.

**(VII)** A declaration that there has been no conviction imprisonment for an offence involving moral turpitude.

**(VIII)** Declaration and description as required vide Clause 2.38.1 and 2.38.2.

**2.41 Registration with Labour Commissioner:** No tender shall be accepted and no contract given to any contractor or firm who/which is not registered as an Institution with **Labour Commissioner**, C.G. under Contract Labour's (Regulation and Abolition) M.P. Rules, 1983 and the tenderers shall have to accompany with a license to this effect.





## CHAPTER - II

### CONDITION OF CONTRACT

- 2.1** The person whose tender may be accepted (hereinafter called the contractors which expression shall unless excluded by or repugnant to the context include his heirs executors, administrators representatives and assigns) shall permit Government at the time of making any payments to him for the value of work done under the contract to deduct the security deposit as under.

The Security Deposit to be taken for the due performance of the contract under the terms & conditions printed on the tender form will be the earnest money plus a deduction of 5 percent from the payment made in the running bills, till the two together amount to 5 percent of the cost of work put to tender or 5 percent of the cost of the works executed when the same exceeds the cost of work put to tender

- 2.2** The Contractors is /are to provide everything of every sort and kind (with the exception noted in the schedule attached) which may be necessary and requisite for the due and proper execution of the several works included in the contract according to the true intent and meaning of the drawings and specifications taken together, which are to be signed by the **Executive Engineer Municipal Corporation, Raigarh** herein after called the E.E.) and the Contractor (s) whether the same may not be particularly described in the specifications, or shown on the drawings, provided that the same are reasonably and obviously to be inferred there from and in case of any discrepancy between the drawings and the specifications the E.E. is to be decide which shall be follows :

- 2.2A** The Contractor (s) is/are to set out the whole of the works in conjunction with an officer, to be deputed by the E.E. and during the progress of the works, to amend on the requisition of the E.E., any errors which may arise therein and provide all the necessary labours, and materials for so doing. The Contractor(s) is/are to provide all plant, labour and materials (with the exceptions noted in the schedule attached) which may be necessary and requisite for the works. All the materials and workmanship are to be the best of their respective kinds. The Contractor(s) is/are to leave the works in all aspects clean and perfect at the completion thereof.

- 2.2B** In respect of all bearings, hinges or similar parts intended for use in the superstructure of any bridge, the Contractor shall, whenever required, in the course of manufacture, arrange and afford all facilities for the purpose of inspection and test of all or any of these parts and the material use therein to any officer of the Directorate of Inspection of the Ministry of works, production and supply of the Governor of India and such bearings, hinges or similar parts shall not be used in the superstructure of any bridge except on production of a certificate of acceptance thereof from the Directorate of Inspection. All inspection charges shall be payable by the Contractor.

- 2.3** Complete copies of the drawings and specification signed by the E.E. are to be furnished by him to the Contractor(s) for his/their own use, and the same or copies thereof are to be kept on buildings in charge of the Contractor(s) agent who is to be constantly kept on the ground by the Contractor(s) and to whom the instructions can be given by the E.E. The Contractor(s) is/are not to sublet the works or any part thereof without the consent in writing of the E.E.

- 2.4** The E.E. is to have at all times access to the works which are to be entirely under his control He may require the Contractor(s) to dismiss any person in the Contractor (s) employ upon the works who may be incompetent or misconduct himself and the Contractor (s) is/are forthwith to comply with such requirements.

- 2.5** The Contractor (s) is/are not be vary or deviate from the drawings or specification or execute any extra work of any kind whatsoever unless upon the authority of E.E. to be sufficiently shown by any order in writing by any plan or drawings expressly given and signed by him as extra or variation or by any subsequent written approval signed by him. In cases of daily labour all vouchers for the same are to be delivered to the E.E. or the officers-in-charge at least during the week following that in which the workmen have been done and only such day work is to be allowed for as such as may have been authorised by the E.E. to be so done unless the work cannot from its character be properly measured and valued. The drawings in respect of which this contract is drawn up provide for a minimum depth of foundations for good soil, Any Extra depth will be measured as an extra when the foundation trenches have been opened up and will be paid for in addition to the sum contracted for the completed work.



- 2.6 Any authority given by the E.E. for any alterations or additions in or to work is not to vitiate the contract but all additions in or to work is not to vitiate the contract but all additions, omissions or variations made in carrying out the works are to be measured and valued and certified by the E.E. and added to or deducted from the amount of the contract, as the case may be, at rates in force in the such cases in which rates do not exist, the superintending Engineer will fix the rates to be paid.
- 2.7 All work on materials brought and left upon the ground by the contractor(s) on his/their orders for the purpose of forming part of the works are to be considered to be the property of the **Commissioner Municipal Corporation, Raigarh** and the same are not to be removed or taken any by the Contractor's or any other person without the special license and consent in writing of the E.E., but the **Commissioner Municipal Corporation, Raigarh** is not be in any way answerable for any loss or damage which may happen to or in respect of any such work or materials either by the same being lost or stolen or injured by weather or otherwise.
- 2.8 The E.E. has full power to require the removal from the premises of all materials which, in his opinion, are not in accordance with the specification and in case of default the E.E. is to be at liberty to employ other persons to remove the same without being answerable or accountable for any loss or damage that may happen or arise to such materials. The E.E. is also to have full power to require other proper materials to be substituted and in case of default the E.E. may cause the same to be supplied and all costs which any attend such removal and substitution or to be borne by the Contractor (s).
- 2.9 If in the opinion of the E.E. any of the works, are executed with improper materials or defective workmanship, the Contractor(s) is/are when required by the E.E. forthwith to re-execute the same and to substitute proper materials and workmanship and in case of default of the Contractor(s) in so doing within a week the E.E. is to have full power to employ other person to re-executed the work and the cost thereof shall be borne by the Contractor(s).
- 2.10 Any Defect's shrinkage of other faults which, may appear within performance period from the completion of the work arising out of defective or improper materials or workmanship or by any other reason are upon the direction of the E.E. to be amended and made good by the Contractor (s) at his / their own cost unless the E.E. shall decide that he/they ought to be paid for the same and in case of default the Governor of C.G. may recover from the Contractor (s) the cost of making good the works as per note (13) of additional special conditions
- 2.11 From the Commencement of the work to the completion of the same, they are to be under the contractor(s) charge. The Contractor (s) is/are to be held responsible for and to make good all injuries, damages and repairs occasioned or rendered necessary to the same by fire or other causes and they are to hold the Governor of C.G. harmless from any claims for injuries to persons or for structural damage to property happening from any neglect, default, want of proper care or misconduct on the part Contractor(s) or of any one in his/their employ during the execution of the works.
- 2.12 The E.E. is to have full power to send workmen upon the premises to execute fittings and other works not included in the Contract for whose operation Contractor (s) is/are to afford every reasonable facility during ordinary working hours, provided that such operation shall be carried on in such manner as not to impede the progress of the work included in the contract but the Contractor(s) is/are not to be responsible for any damage which may happen to or be occasioned by any such fittings or other works.
- 2.13 The works comprised in this tender are to be commenced immediately upon receipt of order of commencement given in writing by the E.E. The whole work, including all such addition and variations as aforesaid (but excluding such, if any, as may have been postponed by an order from the E.E.) shall be completed in every respect within 12 (twelfth) from the reckoned date (The period will be reckoned from the date of Work order. The work shall throughout the stipulated period of contract be proceeded with all due diligence, keeping in view that time is the essence of the contract. The contractor shall be bound in all cases, in which the time allowed for any work exceeds one month, to complete 1/8th of the whole work before 1/4th of the whole time allowed under the contract has elapsed, 3/8th of the work before 1/2 of such time has elapsed and 3/4th of the work before 3/4th of such time has elapsed. In the event of the contractor failing to comply with the above conditions, the Executive Engineer shall levy on the contractor, as compensation an amount equal to: 0.5% (zero point five percent) of the value of work (contract sum) for each week of delay, provided that the total amount of compensation under the provision of the clause shall be limited to 6% (six percent) of the value of work. (Contract sum)

Provided further that if the contractor fails to achieve 30% (thirty percent) progress in 1/2 (half) of original or validly extended period of time the contract shall stand terminated after due notice to the contractor and his contract finalised.

If the contractor shall desire an extension of time for completion of work on the ground of his having been "UNAVOIDABLY" hindered in its execution or on any other ground, he must apply giving all and complete details of each of such hindrances or other causes in writing, to the Executive Engineer positively within 15 days of occurrence of such hindrance(s) and seek specific extension of time (period from.....to.....). If in the opinion of Executive Engineer, such reasonable grounds are shown, the Executive Engineer shall himself grant extension of time, if the extension of time sought by the contractor is for one month or 10% (ten percent) of the stipulated period of completion, whichever is more. If the extension of time sought is more than above period mentioned, then the Executive Engineer shall refer the case to the Superintending Engineer with his recommendation and only after his decision in this regard, the Executive Engineer shall sanction extension of such time as decided by the Superintending Engineer.

Once the RMC has decided the case of extension of time with reference to the particular application of the contractor, it will not be competent for them to review/change such a decision later on. However, the Superintending Engineer and the Executive Engineer shall give the contractor an opportunity to be heard (orally and or in writing), before taking any final decision either of granting extension of time or permitting the contractor to complete the work by the delayed date or before refusing both.

Provided further where the Executive Engineer has recommended grant of extension of particular time of the contract or has refused to recommend extension of time but has recommended permitting the contractor for delayed completion, the contractor shall continue with the work till the final decision by Executive Engineer/Superintending Engineer.

Failure on the part of the contractor for not applying extension of time even within 30 days of the cause of such an hindrance, it shall be deemed that the contractor does not desire extension of time and that he has "Waived" his right if any, to claim extension of time for such cause of hindrance.

Once the RMC has heard (oral and or in writing) the contractor on this subject matter of extension of time and if Executive Engineer/Superintending Engineer fails to communicate his decision within a period of 30 days of such hearing, it shall be deemed that the contractor has been granted extension of time for the period as applied by him. Provided that the Contractor (s) shall not be entitled to any extension of time in respect of the extra work involved in the extra depth of foundation mentioned clause 1.5.

#### **2.13.1 Compensation Events for consideration of extension of time without penalty :-**

The following mutually agreed Compensation Events unless they are caused by the contractor would be applicable;

- (a) The Executive Engineer does not give access to a part of the site.
- (b) The Executive Engineer modifies the schedule of other contractor in a way, which affects the work of the contractor under the contract.
- (c) The Executive Engineer orders a delay or does not issue drawings, specification or instructions /decisions/approval required for execution of works on time.
- (d) The Executive Engineer instructs the contractor to uncover or to carry out additional tests upon work, which is then found to have no defects.
- (e) The Executive Engineer gives an instruction for additional work required for safety or other reasons.
- (f) The advance payment and or payment of running bills (complete in all respect) are delayed.
- (g) The Executive Engineer unreasonably delays issuing a Certificate of Completion
- (h) Other compensation events mentioned in contract if any

#### **2.13.2 ~~Incentive bonus:~~ Notwithstanding the provision contained in clause 1.13 above, if the contractor does not desire "Extension of Time" AND "WAIVES" his right to claim any extension of time on any ground whatsoever and yet complete the contract (Excluding maintenance period if any) before the original time allowed for completion (as mentioned in the N.I.T) then and then only the contractor shall be entitled to and shall be paid "INCENTIVE BONUS". The Incentive Bonus shall be paid to the contractor at the rate of**



~~0.25% (zero point two five percent) of the contract price per week of early completion subject to a maximum of 5% (five percent) of the contract price. Part of the week if more than 3 days shall be deemed to be one full week.~~

~~**Note:** The contractor has to give an undertaking in writing that he has "WAIVED" all his RIGHT to claim/demand extension of time~~

**2.14 Action when the work is left incomplete abandoned or delayed beyond the time limit permitted by the Executive Engineer: -**

- (i) The Executive Engineer may terminate the contract if the contractor causes a fundamental breach of the contract.
- (ii) Fundamental breach of contract shall include, but not be limited to, the following: -
  - a) The contractor stops work for four weeks, when no stoppage of work is shown on the current programme or the stoppage has not been authorised by the Executive Engineer.
  - b) The Executive Engineer gives notice that failure to correct a particular defect is a fundamental breach of contract and the contractor fails to correct it within reasonable period of time determined by the Executive Engineer in the said notice.**
  - c) The contractor has delayed the completion of work by the number of weeks [12 (Twelve) weeks] for which the maximum amount of compensation of 6% of contract sum is exhausted.
  - d) If the contractor has not completed at least thirty percent of the value of construction work required to be completed in half of the completion period (Including validly extended period if any).
  - e) If the contractor fails to appoint the technical staff and if appointed do not function properly for 4 weeks even after due written notice by the Executive Engineer.
  - f) If he violates labour laws.
  - g) Any other deficiency which goes to the root of the contract Performance
- (iii) If the contract is terminated, the contractor shall stop work immediately, make the site safe and secure and leave the site as soon as reasonably possible.
- (iv) The Executive Engineer shall cause recording and checking of measurements of all items of work done (taking in to account quality and quantity of items actually executed) and prepare the final bill after adjusting all pervious outstanding dues. Such recording of measurements shall be done after due notice regarding time and date of recording measurement and directing the contractor to either remain present himself or his authorised representative so as to satisfy himself that the recording of measurement is just and proper. Failure on his parts either to attend and or refusing to acknowledge the measurement so recorded in the department measurement book, shall be at his sole risk and responsibility.

The Executive Engineer shall forfeit the earnest money and or security deposit and further recover/deduct/adjust a compensation @ 10% (ten percent) of the balance value of work left incomplete either from the bill, and or from available security/performance guarantee or shall be recovered as "Arrears of land revenue"

**2.15 Deleted.**

- 2.16** A certificate of the E.E. or an award of the referee hereinafter referred to as the case may be showing the final balance due or payable for the Contractor(s) is to be conclusive evidence of the works / having been duly completed and that the Contractor(s) is/are entitled to receive payment of the final balance but without prejudice to the liability of the Contractor(s) under provisions of clause 1.10.

- 2.17 ARBITRATION CLAUSE:** Except as otherwise provided in this contract all question and dispute, relating to the meaning of the specifications designs, drawings and instructions herein before mentioned and as to thing whatsoever, in any way, arising out of or relating to the contract, designs, drawings, specifications, estimates, concerning the works, or the execution or failure to execute the same, whether arising during the progress of the works or after the completion abandonment thereof shall be referred to the superintending Engineer, Raigarh Municipal Corporation shall give his written instructions and/or decisions within a period of 60 days of such request. This period can be extended by mutual consent of the parties.

Upon receipt of written instructions of decisions, the parties shall promptly proceed without delay to comply such instruction or decision, If the superintending Engineer fails to give his instructions or decisions in writing within a period of 60 days or mutually agreed time after being requested or if the parties may within 60 days refer and appeal to the Chief Engineer who shall afford an opportunity to the parties of being heard and to offer evidence in support of his appeal. The chief Engineer, Dir., UAD will give his decision within 90 days. If any party is not satisfied with the decision of the Chief Engineer, he can, refer such dispute for arbitration governed as per "The Chhattisgarh Madhyastha Abhikaran Raipur".

**2.18** If at any time before or after the commencement of the work, **Commissioner Municipal Corporation, Raigarh** shall for any reason whatsoever: -

- (a) Cause alterations, omissions or variations in the drawings and specifications involving any curtailment of works as originally contemplated; or
- (b) Not required the whole of the work as specified in the tender to be carried out.

The Contractor(s) shall have no claim to any payment or compensation whatsoever on account of any profit or advantage which he/they might have derived from the execution of the work in full as specified in the tender but which he/they did not derive in consequence of the curtailment of the works by reasons of alterations, omissions or variations or in consequence of the full amount of the work not having been carried out.

But the Contractor(s) shall be entitled to compensation for any loss sustained by him/them by reason of his/their having purchased or procured any materials or entered in to any engagements or made any advance to labour or taken any other preliminary or incidental measures on account of or with a view to the execution of the works or the performance of the contract.

**2.19** Death or permanent invalidity of contractor: - if the contractor is an individual or a proprietary concern, partnership concern, dies during the currency of the contract or becomes permanently incapacitated, where the surviving partners are only minors the contract shall be closed without levying any damages/ compensation as provided for in clause 1.14 of the contract agreement.

However, if competent authority is satisfied about the competence of the surviving, then the competent authority shall enter into a fresh agreement for the remaining work strictly on the same terms and condition, under which the contract was awarded.



## CHAPTER - III

**3.1 General:** The special conditions are supplementary instructions to the tenderers and would form part of the contract.

**3.2 Drawing:** Drawings given, listed and indexed in part will form part of the contract.

The above drawings show the work to be done as definitely and in such details as is possible, at the present stage of development of investigation and the design. The attached drawings will be supplemented or superseded by such additional and detailed drawings as may be necessary or desired as the work proceeds. Such additional general and detailed drawings will show dimensions and details necessary for construction purposes more completely than are shown on the attached drawings. For all features of the work the contractor shall be required to perform the work, on these features and in accordance with additional general and detailed drawings mentioned above at the applicable unit prices tendered in the schedule for work or work of similar nature as determined by the Engineer-in-charge. The contractor shall check all drawings carefully and advise the Engineer-in-charge of any errors or omissions discovered. The contractor shall not take advantage of errors or omissions as full instruction will be furnished to the contractor should any errors or omissions be discovered.

The drawings and specifications are to be considered as complementary to each other and should anything appear in one that is not described in the other no advantage shall be taken of such omission. In case of disagreement between specifications shall govern the contract. Should any discrepancies, however, appear or should any misunderstanding arise as to the meaning and interpretations of the said specifications or drawings or as to the dimensions or the quality of the materials for the proper execution of the work or as to the measurements or quality and valuation of work executed under this contract or extra there upon, the same shall be explained by the Engineer-in-charge.

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

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

Note: - The elevation and layout plan for the Toilet finalized by RMC are attached along with this tender document. The selected bidder shall submit detailed structural drawing for the toilet building which shall be approved by Structural Designer (M.Tech Structure). The bidder in any situation shall not be allowed to change the elevation and layout plan of the Toilet finalized by the RMC.

**3.3 Data to be furnished by the Contractor:** The Contractor shall submit the following information to the Engineer-in-charge.

**3.3.A** Proposed construction programme and time schedule showing sequence of operations within two weeks of receipt of notice to proceed with the work in pursuance of the conditions of contract. Along with the above he will also submit programme of bringing requisite tools and plants, machinery to be engaged by him to the site of work.

**3.4 Programme of Construction:** The Contractor shall submit the detailed, month-wise construction programme within 14 days of the date of notice to proceed with the work. This programme may be reviewed and revised every year at the beginning of the working season.

**3.5 Action when the progress of any crucial item of work is unsatisfactory:** If the progress of a crucial item of work, which is important for timely completion of work, is unsatisfactory the Engineer-in-charge shall, notwithstanding that the general progress of work is satisfactory. After giving the contractor 10 days notice in writing and the contractor will have no claim for compensation for any loss sustained by him owing to such action.

**3.6 Inspection and Tests:** Except as otherwise provided in here of all material and workmanship. If not otherwise designated by the specifications shall be subject to inspection. Examination and test by the Engineer-in-Charge at any and all times during manufacture and/or construction and at any/all places where such manufacture or constructions are carried on. The Engineer-in-charge shall have the right to reject defective materials and workmanship or require its corrections. Rejected workmanship shall be satisfactorily replaced with the proper

material without charge thereof and the contractor shall properly segregate and remove the rejected material from the premises. If the contractor fails to proceed at once with the replacement of the rejected material and/or the construction of defective workmanship the Engineer-in-charge any replace such material and/or correct such workmanship and charge the cost thereof to the contractor.

The Contractor shall be liable for replacement of defective work up to the time in accordance with clause 1.9 of the conditions of contract of all work to be done under the contract.

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

- 3.7 Removal of temporary work, Plant & Surplus materials:** Prior to final acceptance of the completed work, but excepting as otherwise expressly directed or permitted in writing, the contractor shall, at his own expenses remove from the site and dispose of all the temporary structures including buildings, pile work, crib work, all plant and surplus materials, and all rubbish and debris for which he is responsible to the satisfaction of Engineer-in-Charge.
- 3.8 Possession prior to completion:** The Engineer-in-Charge shall have the right to take possession of or use any completed part of the work. Such possession or use shall not be deemed as an acceptance of any work not completed in accordance with the contract.
- 3.9 Damage to works:** The works whether fully completed or incomplete, all the materials, machinery, plants, tools, temporary building and other things connected there with shall remain at the risk and in the sole charge of the contractor until the completed work has been delivered to the Engineer-in-Charge and till completion certificate has been obtained from the Engineer-in-charge. Until such delivery of the completed work, the contractor shall at his own cost take all precautions reasonably to keep all the aforesaid works, materials, machinery, plants, temporary buildings and other things connected there with free from any loss, damages and in the event of the same or any part there of being lost or damaged, he shall forthwith reinstate and made good such loss or damages at his own cost.
- 3.10 Examination and tests on completions:** On the completion of the work and not later than three months thereafter, the Engineer-in-charge shall make such examination and tests of the work as may than seem to him to be possible, necessary or desirable, and the contractor shall furnish free of cost any materials and labour which may be necessary therefore and shall facilitate in every way all operations required by the Engineer-in-Charge, in making examination and tests.
- 3.11 Climatic Conditions:** The Executive Engineer may order the contractor to suspend any work that may be subject to the damage by climatic conditions and no claims of the contractor will be entertained by the department on this account.
- 3.12 Safety regulations:** While carrying out this work, the contractor will ensure compliance of all safety regulations as provided in the Safety Code (Annexure - "II")
- 3.13 ~~Haul roads:~~** ~~A fair weather road of the standard of a village cart track is orginarily maintained by the department along the canal alignment which is motorable from November to end of May, but contractor shall not have any claim on this account if one is not provided or maintained. Necessary haul roads to work sport borrow areas and water sources shall be satisfactorily constructed and maintained by the contractor at his own cost. The contractor has to construct and maintain his own approach roads from the main haul roads provided by the department. Any new haul roads will have also to be constructed and maintained by the contractor at his cost.~~
- 3.14 The Contractor will make his own arrangement:** for supply of Water, Light & Power for his works and labour camps etc.: The contractor will make his own arrangement for supply of water light and power for his works and labour camps etc. The department will not entertain any claim what soever for any failure or break down etc. in supply or electricity to the contractor. The Contractor will supply and fix his own tested meter of the approved make but the meter will be kept in the custody of the department.
- 3.15 Interference with other Contractors:** The contractor must not interfere with other contractors who may be employed simultaneously or otherwise by the department. He will at no lime engage departmental labour or that of other contractors without the written permission of the Engineer-in-Charge.



**3.16 Regulations and bye laws:** The contractor shall conform to the regulations, bye-laws any other statutory rules made by any local authorities or by the Government and shall protect and indemnify Government against any claim or liability arising from or based on the violation of any such laws, ordinance, regulation, orders, decrees etc.

**3.17 Order Book:** An order book shall be kept in the departmental office at the site of the work. As far as possible all orders regarding the works are to be entered in this book.

~~All entries therein shall be signed by the departmental officers in direct charge of the work and the contractor or his representatives. In the important cases the Executive Engineer or the Superintending Engineer will countersign the entries which site except with the written permission of the superintending Engineer and the Contractors or his representative shall be bound to take note of all instructions meant for the contractor as entered in the order book without having to be called for separately to not them. The Engineer in charge shall submit periodically copies of the remarks of the order book to the Superintending Engineer and Chief Engineer for record and to the contractor for compliance and report.~~

**3.18 Conversion of units:** Whenever in the contract agreement dimensions and units have been expressed in F.P.S. system, the same will be converted in to metric system units by supplying the standard conversion table of Indian Standard Institution so as to derive the corresponding figure arithmetically and the contractor will have to accept the figures so derived without any claim or compensation whatsoever.

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

**3.20 Employment of technical persons:** In accordance with the requirement of clause 2.38.3 the contractor will employ or produce evidence of having in his employment a qualified technical person not below the rank of a Sub-Engineer/Graduate Engineer from an Institution recognised by the Government of Chhattisgarh and furnish full details to the Engineer-in-charge in the following format:

(I) Name of the Sub-Engineer/Graduate Engineer engaged quoting Diploma or Degree with name of Institutions.

(II) Period for which the Sub-Engineer/Graduate Engineer has been engaged with emoluments

### **3.21 ADVANCES TO CONTRACTORS:**

**The provision of (i) Mobilization advance & (ii) Advance on plant and machinery) will apply to contract above Rs. one crore only**

**3.21.1 Mobilization advance:** ~~Mobilization advance up to 5 % (Five percent) of the contract value shall be given if requested by the contractor within one month of the date of order to commence the work. In such a case the contractor shall furnish Bank Guarantee from schedule bank for the equal amount in favour of the Executive Engineer before sanction and release of the advance. This advance shall be Interest free. This 5% (Five percent) advance shall be given in the two stages~~

~~Stage 1: 2%(Two percent) of the contract value payable after signing of the agreement~~

~~Stage 2: 3%(Three percent) of the contract value payable on receipt of the certificate from the contractor that he has established complete central and field testing laboratories and has engaged workers/technicians and have brought requisite plants and machineries at work site, the work is physically started and only after construction programme is submitted by the contractor and is duly approved by the Executive Engineer.~~

~~Executive Engineer shall sanction the mobilization advance~~

### **3.21.2 Advance on plant and machinery:-**

~~Advance up to 5%(five percent) of the contract value shall be given, if requested by the contractor, only for the new plant and machineries required for the work and brought to the site by the contractor. In such a case the contractor shall furnish Bank Guarantee from schedule bank for the equal amount in favour of the Executive Engineer before sanction and release of the advance. The advance shall be limited to 90% (ninety percent) of the price of such new plant and machineries. This advance shall be interest free.~~

~~This 5% (Five percent) advance shall be given in the two stages~~

Stage 1: 2%(Two percent) of the contract value after plant and machinery has arrived at the site

Stage 2: 3%(Three percent) of the contract value payable after installation of such plant & machinery etc.

This advance shall be made against hypothecation of plants and machineries in favour of the Executive Engineer in charge

Sanctioning authority for the this advance shall be Superintending Engineer

- (a) ~~The contractor shall not remove these plants and machineries from the work site without prior written permission from the Executive Engineer~~
- (b) ~~The contractor shall submit an affidavit along with the application that he has not received or applied for advance against plant and machineries for which the advance is applied, in any other agreement/office/institution~~

### **3.22 Recovery of advances:—**

~~Recovery of above advances (mobilization, plant and machineries) will start when 15(fifteen)% of the work is executed and recovery of total advance should be completed by the time 80(eighty) % of the original contract work is executed or when 75% (seventy five percent) of stipulated or validly extended period is over; whichever is earlier.~~

### **3.23 Secured advance:** ~~Advances to contractor are as a rule prohibited, and every endeavour should be made to maintain a system, under which no payments are made for unmeasured work except for work actually done. Exceptions are, however permitted in the following cases:—~~

~~Cases in which a contractor whose contract is for finished work, requires an advance on the security of materials brought to site, Executive Engineer may in such cases sanction advances up to an amount not exceeding 75% of the value of material and 90% in the case of steel (as assessed by the Executive Engineer) provided that the rate(s) of allowed in no case is/are more than the rate payable for the finished item as stipulated in the contract of such materials, provided that they are of imperishable nature and that a formal agreement is drawn up with the contractor under which Government secures a lien on the materials and is safeguarded against losses due to the contractor postponing~~

~~the execution of the work or to the shortage or misuse of the materials, and against the expense entitled for their proper watch and safe custody.~~

~~Payment of such advances should be made only on the certificate of an officer not below the rank of Assistant Engineer, that the quantities of materials upon which the advances are made have actually been brought to site, that the contractor has not previously received any advance on that security and that all the materials are required by the contractor for use on items of work for which rates for finished work have been agreed upon. Recoveries of advances so made should not be postponed until the whole of the work entrusted to the contractor is completed. They should be made from his bills for work done as the materials are used the necessary deductions being made whenever the item of work in which they are used; are billed for.~~

~~Before granting the above secured advance the contractor shall sign the prescribed Indenture Bond in the prescribed form.~~

### **3.24 Scope of Lumpsum cost:** The lumpsum contract shall comprise of the operation maintenance & repairs of the works and provision of all labour, materials, constructional plants, transport and all works of a temporary or permanent nature required for such construction, completion and maintenance in so far as the necessary for providing the same is specified in the contract.

### **3.25 Deleted.**

### **3.26 Open foundations:** The Contractor's lumpsum should include provision for, diversion of drain or stream and bailing out of water or dewatering foundations etc.

### **3.27 Deleted.**



- 3.28 Schedule of running payment:** The contractor shall be paid as per annexure F.
- 3.29 Extra work and rebate:** Extra /Rebate work arising out of this contract shall be valued at par with SOR for Water supply & sewerage work issued by **Engineer-In-Chief PHED Raipur** with effect from **07.02.2020** and amended up to the Date of issue of NIT  $\pm$  (Plus, Minus) the Percentage which Tender cost bears to the P.A.C. shown in the tender document at the time of sanction.
- For any item of work for which there is no rate in the said SOR shall be decided by the competent authority taking in to consideration the expenses incurred by the contractor and its reasonable-ness which shall be final and binding.**
- 3.30** Any tenderer if choose to quote on his alternative drawing, can furnish his alternative drawing in original offer only, in case the original offer is quoted on the Departmental drawings and designs

## Chapter IV

### 1. Name of Work:

**Construction of Toilet Block Type-2 (6 Seater) Aspirational Toilet at Nagar Nigam Area as per enclosed specifications and drawings including Defect liability period of 36 months from the date of completion.**

### 2. Specifications:

**2.1 Carpet Area:** As per enclosed drawing.

**2.2 Required plinth height above average ground level:** Plinth should be 0.90 mt. above Ground Level but in no case less than 0.45 m. from proposed Final road level.

**2.3 Structure:** R.C.C. framed structure

**2.4 Concrete:**

Below Footing– PCC (1:3:6)

DPC below plinth beam – 1:4:8

RCC work – Minimum M 25

**2.5 Reinforcement:** Fe500 confirming to IS 1786:2008

**2.6 Formwork:**

**2.7 Brickwork:** Fly ash brick

a. For 20 cm thick wall in cm 1 : 6

b. For 10 cm thick walls with cm. 1:4 with reinforcement at every Fourth course embedded in cement mortar.

**2.8 Plinth filling:**

a. Filling with excavated soil as per the instructions of EIC.

b. If excavated soil or part of Excavated soil seems to be good for filling same shall be refilled as per direction of Engineer-In-charge and the remaining part of foundation and plinth shall be filled with new soil i.e. Sand Balance unused excavated soil if any, to be shifted/disposed off upto 1.00 Km area.

**2.9 Flooring Dado and skirting:**

a. Flooring/Dado: Providing and laying ceramic glazed tiles in floor/walls conforming to IS : 15622 of approved size of 300mmX300mm , make, colour, shade laid on 20 mm thick Cement Mortar 1:4 (1 cement : 4 coarse sand) including pointing the joints with white cement mixed with matching pigment etc., complete.

b. Stairs and Lobby: KOTA stone slab 25mm thick in risers and treads of steps, skirting dado and pillar laid in 12mm (average) thick cement mortar 1:3 (1 cement : 3 coarse sand) and jointed with grey cement slurry mixed with pigment to match the shade of the slab including rubbing and polishing complete. (single stone is to be used for riser and treads of steps and the width of stone for skirting and dado shall be equal to the height of skirting/)

c. Ceramic tiles dado upto height of 240 cm from floor level shall be done.

d. Skirting upto 10 cm height with ceramic tiles.

e. Granite Stone Slab shall be used for doorframe, washbasin platform and for urinal partition.

**2.10 Door**

a. Collapsible shutter including all fittings shall be installed at the main entrance gate.

b. Providing and fixing flush door shutters including all fittings, confirming to IS : 2203 (Part 1), interior grade, commercial type, core of block board construction with frame of first class hard wood and well matched commercial ply veneering with vertical grains, cross bands and face veneers on both faces of shutters including hinges at the main doors.

c. Providing and fixing factory made UPVC door frame made of UPVC profile section having an overall



dimension of 750 x 2100 (tolerance  $\pm 1$ mm) for Bathroom and WC.

M.S. Oxidized Door fittings for one Door (Bathroom/WC):

- i. Sliding Bolt: 1 no. 250 x 16 mm
- ii. Tower Bolt: 1 no. 200 x 10 mm
- iii. Handle: 2 nos. 125 mm
- iv. Latch: 1 no. 250 x 8 mm
- v. Aluminium door stopper.

**2.11 Window, ventilator and grill:**

- a. Providing and fixing aluminium work for windows and ventilators made out of extruded aluminium standard section conforming to IS 733, IS 1295 jointed mechanically including aluminium cleats, gasket duly fixed in wall/floor with fixing clips or fasteners as required including glazing in aluminium window and ventilator with PVC/neoprene gasket etc. with float glass panes of 4mm thickness.
- b. Providing and fixing 8mm square bar welded @ 10 cm. c/c (Grill) or as approved by Engineer In charge for windows & ventilator

**2.12 Painting:** Internal walls and ceiling with surface by applying two coat putty to uniformity and plastic emulsion paint as per the instructions of EIC.

Exterior walls with smooth exterior emulsion paint.

**2.13 Internal Sanitary and Collecting Chamber:**

- a. White glazed Orissa pan WC seat 51 cm size with P or strap or vitreous china water closet (European type WC pan with plastic seat and lid, 10 lt. low level white PVC flushing cistern with all fittings). In addition Nahani, Gully Trap shall be provided as directed by Engineer in-Charge.
- b. Providing and fixing vitreous china, urinal basin with waste fittings as per IS : 2556 and other couplings in CP brass complete. Flat back, half stall urinal of size 460 x 380 x 250 mm including inbuilt sensors and flush type automatic.
- c. Providing and fixing vitreous china, wash basin with CI brackets 32mm, CP brass, waste of standard pattern size 550 x 450 mm.
- d. Sewage disposal from WC with 100 mm PVC pipe & waste water from Bathroom with 100 mm PVC pipe & fittings as required. It shall be responsibility of contractor to make essential arrangements for disposal of rain water from terrace (roof slab) by providing proper slope in shuttering of roof slab and by providing appropriate PVC pipes and fittings complete.

Note: - The contractor shall make sure that the disposal from bathroom and washbasin shall be recycled and such recycled water shall be used for flushing in WC and urinals. The contractor shall make necessary arrangements for the same i.e. separate piping system, separate storage tank etc.

**2.14 Internal Water Supply:**

- a. CPVC Pipes having thermal stability for hot and cold water supply including all CPVC plain and brass threaded fittings including fixing the pipe with clamps with 1 meter spacing including jointing of pipes and fittings with one step CPVC solvent cement and testing of joints complete. Size 50mm nominal outer dia. pipe or as per direction of Engineer-in-Charge.
- b. Installation of 2 nos polyethylene water storage tanks (4 layers) on roof of Toilet Block conforming to IS : 12701 marked with cover and suitable locking arrangement of size 1000 litres each approved by Engineer-in-charge.
- c. All other fittings and accessories shall be installed by the Contractor in the Toilet as per the requirements on the Direction of Engineer-in-Charge.
- d. Unions and other fittings are to be provided as per requirement and as directed by Engineer-in-Charge for the ease of maintenance.

## 2.15 Plastering

- a. 6 mm. thick cement plaster with cm 1:4 for ceiling.
- b. 12/15 mm. thick cement plaster with cm 1:6 for inner & outer walls.
- c. 12 mm thick cement plaster in cm 1:4 with water proofing compound on roof slab and in sunken slabs of toilet with haller.

**2.16 Internal Electrification:** The contractor install all necessary components of Internal Electrification to ensure that the toilet premises are well lit at all times, both within and outside, with each seat having its own light as per the directions of Engineer-in-Charge.

**2.17 Rain Water Harvesting arrangements:** The contractor shall install rain water harvesting arrangements shall be ensured as per prevailing building byelaws as approved by Engineer-in-Charge.

**2.18 Building Elevation:** Building elevation shall be strictly in accordance with the elevation details shown in attached drawing.

**2.19 Building Interior:** The building interior shall be strictly in accordance with the specification and as per the approval of Engineer-in-Charge.

**2.20 False Ceiling:** Providing and fixing at all height false ceiling consisting of framework W/U/L sections made of GI sheet with zinc coating of grade 120, consisting of angle cleats of size 25mm wide and 1.6mm thick with flanges of 22 mm and 37 mm at 1200 mm centre to centre, one flange fixed to the ceiling with dash fastener 12.5mm dia. x 40 mm long with 6 mm dia. bolt to the angle hangers of 25x25x0.55 mm of required length and the other end of angle hanger being fixed with nut and bolt to GI channels 45x15x0.9 mm running @ 1200 mm centre to centre including fixing the gypsum board complete as per direction of Engineer-in-Charge.

**2.21 Septic Tank with soak pit:** The contractor shall construct Septic tank with soak pit of appropriate size as per IS : 2470 and the direction of Engineer-in-Charge.

- Note:-**
1. The Contractor shall ensure adequate provision for separate toilets and bathing facilities for men, women, transgender and the specially abled as per the instruction of Engineer-in-Charge.
  2. The Contractor shall ensure adequate provision for low height toilets / Indian toilets and basins for Children.
  3. The Contractor shall enmark space for advertisement for revenue generation.
  4. Toilet identification, name of ULB, ward no., maintenance authority and all other signages as per the relevant codes and practices and as directed by Engineer-in-Charge shall be installed by the Contractor.

## 3. GENERAL

### 3.1 List of Makes

1	<b>Cement(OPC/PSC)</b>	As per Clause 3.50
2	<b>Reinforcement Bar</b>	As per Clause 3.51-Thermo Mechanically Treated Bars Fe-500 with ISI Mark and confirming to IS-1786:2008 and IS-432:1995 (with latest amendments) shall be used. No rerolled steel shall be used in the work.
3	<b>Kota Stone</b>	Minimum thickness of Kota stone should be 25.00 mm & as per approved sample.
4	<b>Ceramic Tiles ( White, Colored, Anti-Skid)</b>	Somani, Kajaria, Nitco, Cera,RAK
5	<b>White Glazed Tiles</b>	Somani, Kajaria, Nitco, Cera,RAK
6	<b>Flush Doors Conforming to IS-1003 Part -1,1991</b>	'Sitapur plywood', 'Mysoboard', Sudarshan W & P Industries, Wood craft,Greenply, Kitply, Bhutan, Century Ply
7	<b>PVC Doors (PVC material Conforming to IS-10151-1982)</b>	Sintex, Rajshree , Kaka, Nilkamal.
8	<b>Synthetic Enamel Paints / Oil bound Distemper</b>	ICI, Johnson & Nicholson, Asian Paint, Dulux, Nerolac, Berger
9	<b>Water Proof Acrylic Paints / Weather proof Acrylic Paints</b>	Asian, Nerolac, Berger, Dulux,Nerolac

10	<b>Plastic Emulsion paint</b>	J & N, ICI, Asian, Berger, Dulux, Nerolac, Nippon
11	<b>Putty</b>	J.K. White, Birla White, Wallplast
12	<b>Water Proofing Compound</b>	'CICO', Fosroc, GE silicon Pidilite, Sika, roff, perma, BASF, Penetron
13	<b>Weather Sealent / Silicon sealent / Poly isobutylene sealent</b>	CICO', Fosroc, GE silicon Pidilite, Sika, roff, perma, BASF, Penetron
14	<b>Fly Ash Bricks</b>	As Approved by EIC
15	<b>Construction Chemicals</b>	CICO', Fosroc, GE silicon Pidilite, Sika, roff, perma, BASF, Penetron
16	<b>WC Pan / Wash basin / Urinals / flushing cistern</b>	CERA, Bell, Parry ware, Jaguar, Johnson
17	<b>CPVC Pipe &amp; fittings</b>	Astral, Supreme, Prince, Finolex, Kisan, Plasto
18	<b>Electric Items</b>	
	<b>(i) Wires</b>	R.R. Kable, Finolex, Polycab, Havells
	<b>(ii) Switches and Accessories</b>	Anchor, Allwyn, Pointer, Vinay, Alex, Promot, Havells
	<b>(iii) Cable</b>	Finolex, Torrent, Havells, KEI, RR Kable, Poly cab
	<b>(iv) ARMOURED CABLES</b>	CCI, UNIVERSAL Finolex, Torrent, Havells, KEI, RR Kable, CCI, UNIVERSAL, INCAB, GLOSTER, TROPDURE
	<b>(v) MCB/ELCB/RCCB/ Distribution Board/Change over switch/SFU/SDF/ Motor Starter</b>	Siemens/ L&T / / Legrand/Schneider/Havells
	<b>(vi) Pump Set</b>	Kirlosker, Crompton, Lubi, CRI
	<b>(vii) Luminaries</b>	Philips, Crompton, havells, WIPRO
	<b>(viii) RIGID pipes &amp; Accessories- for concealed wiring</b>	Finolex, Precision, Polycab

#### 4. STEEL :

- 4.1 The contractor shall have to arrange himself the entire quantity of steel required for the completion of the work under contract, No steel shall be supplied by the department. No extension of time will be granted by the department for non availability of or non procurement of steel in time or late supply of steel or for any other reasons what-so-ever. Steel shall conform to relevant IS code.
- 4.2 The steel for reinforcement shall be ISI mark thermo mechanically treated bars conforming to relevant IS code. a test certificate shall be required to be furnished to the department in support thereof. The stresses in steel for design purposes should be taken as specified in IS Code 3370 (Part-II) 1965 amended up to the weight of steel shall be standard & as per ISI

#### 5. The Toilet Block must be equipped with the following appliances / equipments :-

S. No.	Particulars	Quantity
01	Automatic high speed Hand dryer with steel body	2 nos.
02	Auto cut paper napkin dispenser	2 nos.
03	Sanitary napkin vending machine (coin operated)	1 nos.
04	Sanitary napkin incinerator machine with smoke control unit	1 nos.
05	Urinal Deodorization Mechanism	1 nos.
06	Water & Power Saver System	1 nos.
07	Water Recycling Plant	1 nos.
08	Feedback Machine (Touch Screen)	1 nos.

#### 6.0 WORKMAN SHIP :

#### 6.1 EXCAVATION :

The depth of excavation will generally be guided by the underground strata and the safe bearing capacity of the foundation soil and as directed by the Engineer-in-Charge. The contractor has to carry other tests of



under ground strata/soil at his own cost. No payment will be made to the contractor for carrying out test or on account of any variation in the soil bearing capacity & design change due to strata. No dewatering shall be payable under any circumstances whether natural, artificial man made. Minimum depth of Excavation on Original Soil should not be less than 2.5 Mtrs.

**6.2 FILLING FOUNDATION WITH BED CONCRETE (Levelling course) :**

The foundation shall be laid over bed concrete (i.e. levelling course) of at least 150 mm thick or more, with at least 1:2:4 (M-150) concrete with 40/20 mm gauge graded metal or the prescribed mix as per instruction of Engineer-in-Charge and as per relevant I.S. Code.

**6.3 REINFORCED CONCRETE WORK :**

It shall be strictly as per Annexure 'E1' special condition. The concrete mix and minimum cement concrete specified in Annexure 'E1' shall be rigidly followed all RCC work shall be carried out as per IS 456:2000. Where the concrete has not fully hardened all laitance shall be removed by scrubbing the wet surface with wire or bristle brushes, care being taken to avoid dislodgement of the particle of aggregate. The surface shall be thoroughly wetted and all free water removed. The surface shall then be coated with neat cement grout. The first layer of concrete to be placed on this surface shall not exceed 15 CM (or 6") in thickness, and

Shall be rammed against old work, particulars attention being paid to corners and close spots. Concrete should be thoroughly compacted and fully worked around the reinforcement around embedded fixes and into corner of the form work.

**6.4 MEASURING (Concrete mix proportioning) :**

The quantity of cement shall be determined by weight. The quantities of fine and coarse aggregates shall be determined either by volume or by weight. The proportion of fine and coarse aggregate shall be in accordance to para 8 of IS 456-2000.

**6.5 MIXING :**

Concrete shall be mixed in a mechanical mixer. Mixing shall be continued till there is a uniform distribution of the ingredients and the mass is uniform in colour and consistency but in no case the mixing shall be done for less than two minutes the contractor can use cement admixtures, plasticizers for enhancement of the quality of concrete but no extra payment shall be made on this account.

**6.6 TRANSPORTING :**

Concrete shall be handled from the place of mixing to the place of final deposit as rapidly as practicable by methods which will prevent segregation or loss of any ingredients and maintaining the required workability.

**6.7 PLACING AND COMPACTING :**

The concrete shall be placed and compacted before setting could commence and should not be subsequently disturbed. Methods of placing should be such that there is no segregation (Concreting) shall be carried out continuously up to construction joints, the position and arrangement of which shall be determined by the designer. When the work has to be resumed on surface which has hardened, such surface shall be roughened. It shall then be swept clean, then the roughly wetted and covered with a 12 mm layer of mortar which shall be freshly mixed and placed immediately before the placing of the concrete.

**6.8 MECHANICAL VIBRATION :**

When mechanical vibrations for compacting concrete are used, reduced water content should be adopted. Over vibration or vibration of very wet mixed is harmful and should be avoided when-ever vibration has to be applied externally the design of form work and the disposition of vibrators should receive special consideration to ensure efficient compaction and to avoid surface blemishing.

## 6.9 CURING :

The concrete shall be covered with a layer of old gunny bags or canvass or similar absorbent material and kept constantly wet for at least twenty eight days from the date of placing of concrete.

## 6.10 FORM WORK

6.10.1 The form work shall confirm to the shape lines and dimensions as shown on the drawings and so constructed as to remain sufficiently rigid during the placing and compacting of concrete, and shall be sufficiently tight to prevent loss of liquid from concrete. Only well designed and proper steel form work shall be used.

6.10.2 The form work shall be cleared off. All rubbish particularly chippings, shaving and saw dust shall be removed from the interior of the forms before the concrete is placed and the form work in contact with the concrete shall be cleaned and thoroughly wetted or treated with an approved composition.

## 6.11 STRIPPING OF FORM WORK :

6.11.1 In no circumstance form work should be struck off until the concrete reaches the strength of at least twice the stress to which the concrete may be subjected at the time of stripping.

6.11.2 In normal circumstances i.e. temperature above 20<sup>0</sup> C form work may be struck after expiry of the following periods as per IS 456-1978.

- (A) Vertical sides of slabs, beams and columns 48 hours.
- (B) Bottom of slabs under 4.5 M Span : 7 days
- (C) Bottoms of slabs over 4.5M Span : 14 days
- (D) Bottoms of beam under 6 M Span : 14 days and
- (E) Bottoms of beam over 6 M Span : 21 days

The form work should be left longer, as it would assist the curing. The number of props, their sizes and position shall be such as to be able to safely carry the full dead load of the slab, beam or arch as the case may be together with any live load likely to occur during curing or further construction.

## 7 MATERIAL :

### 7.1.1 STEEL :

All metal for reinforcement shall be free from loose mill scale, loose rusts, oil and grease or other harmful matter. The steel used for reinforcement shall be cleaned immediately before placing the concrete.

### 7.1.2 PLACING :

All reinforcement shall be placed and maintained in position shown in the drawing. It is very difficult and costly to alter concrete once placed. It is, therefore very important to check the reinforcement and its placing before being covered.

### 6.1.3 SIZE AND QUALITY OF STEEL BARS :

The steel bars used for reinforcement shall be strictly as per relevant IS Specifications, and the contractor shall have to produce the test certificate of the Steel to be used.

## 7.2 AGGREGATES :

All aggregates shall conform to all provisions and test methods of IS 383-1970

7.3 **STORAGE OF MATERIALS :**

Cement shall be stored properly in a dry ventilated buildings.

8. **DESIGN MIX :**

- 8.1 The contractor shall submit mix designs for each strength the proposed slump proportional weight of cement saturated surface, dry aggregates and water. The mixes shall have to be designed as per relevant I.S. Specification.
- 8.2 The proportion of the concrete shall be such as to work readily into forms angles and ground the reinforcement without excessive manipulation, segregation of water gain.
- 8.3 The water content shall not be increased from the amount required by the design mix unless cement at required water cement ratio added. The Engineer-in-charge may require additional cement without extra compensation to the contractor if he considers that concrete does not produce the required strength.

9. **TEST :**

- 9.1 All tests as specified in the I.S. Specifications codes and required for the execution of the work shall be carried out by the contractor at his cost as per instruction of Engineer-in-charge.

**Executive Engineer  
Municipal Corporation  
Raigarh**



**ANNEXURE - 'E-2'**

The relevant IS standard specifications shall be strictly followed.

**FOLLOWING SPECIFICATIONS SHOULD BE STRICTLY FOLLOWED :**

**1.0 CEMENT AND CONCRETE :**

**1.1 Minimum Strength of Concrete :**

Minimum strength of concrete for components of elevated tank will be as below :-

Columns staging - M25 (250 kg/sqcm)  
Tank including roof - M30 (300 kg/sqcm)

**1.2 Minimum Cement Content**

From durability considerations minimum cement content shall be as below (conforming to IS 456) :-

Concrete - M25 - 350 kg/cum  
Concrete - M30 - 400 kg/cum

**1.3 Cover of Concrete :**

The minimum cover shall be 40 mm for all the reinforcement. For foundations this cover shall be 60 mm. For Slab, Minimum cover should be 25mm below Reinforcement and 40mm above reinforcement.

**1.4 Cement**

The cement shall be ordinary port land cement/port land slag cement/concrete special cement conforming to ISS.

**1.5 Water Cement Ratio :**

Water Cement Ratio shall not be more than 0.45 this means 22.5 Litres of water per 50 kg. bag cement.

**1.6 Use of Construction Chemicals :-**

When the water cement ratio is less, the strength and durability of concrete is good. It is advisable to use plasticisers in concrete and reduce water cement ratio up to 0.4. Plasticisers manufactured by reputed companies are recommended.

Proportion of plasticiser to be used shall be as per the instruction manual supplied by the manufacturers.

**1.8 Construction Joints :**

Construction joints be treated in accordance with IS 456:2000. The surface of already laid concrete be cleaned by water jet and cement slurry be applied. Cement mortar 10mm thick of the same proportion as in concrete be applied and then fresh concrete of the lift be laid. The form work must overlay 100 mm on the already laid concrete.

**1.9 Minimum Dimensions and Shapes :**

Minimum Dimensions shall be as below :

Circular columns - 400 mm  
Tank wall 200mm  
Bottom slab/ Dome 200mm  
Top slab 150 mm

**Note -**

Rectangular/square columns are not allowed Circular shafts are also not allowed.

***Footing*** - The depth of footing on the face of the column shall not be less than  $1/3^{rd}$  of the spread of footing from the face.

## 2.0 **STEEL : (Conforming to relevant IS code of water retaining structures)**

2.1 Minimum steel : Design requirements as set out in relevant codes in respect of steel shall be fully satisfied. However, following minimum steel should be provided.

- |     |                            |  |
|-----|----------------------------|--|
| (a) | Vertical steel in columns  | 0.8% of cross sectional area actually required and 0.3% where larger section than actually required is provided.   |
| (b) | Horizontal link in columns | Not less than 8 mm dia at 200mm c/c or 10 mm dia not more than 300 mm c/c.   |
| (c) | Exposed RCC surface        | On both faces when thickness is 150 mm or more<br>2 kg/sqm in perpendicular direction<br>The above requirement is satisfied if<br>8 mm bars @ 200mm c/c OR 10 mm bars @ 300mm c/c are provided.<br>Even if design steel is less than above, the above minimum shall be provided. |
| (d) | Steel in tank              | As per provision of IS 3370 subject to minimum as set out in (b) above.  |

## 2.2 **Maximum spacing of reinforcement :**

Maximum spacing of main reinforcement in slab or walls shall not be more than 150 mm centre to centre. The spacing of secondary bars, such as distribution steel or vertical bars in columns, shall be as per IS.

## 2.3 **Type of Steel :**

The steel for reinforcement shall be thermo mechanically treated bars conforming to ISS.

### **Detailing of Steel**

Before commencing the work, Executive Engineer in-charge should study the drawing. It must be insisted that the designer provides details of the shape of each bar its diameter, length and numbers of each category in a schedule of reinforcement. This must be incorporated in every working drawing.

**CHAPTER V**  
**ANNEXURE F**  
**STAGE WISE PAYMENT SCHEDULE**

**BREAK UP :**

**Break up of Payment Schedule:**

<b>S. No</b>	<b>Description</b>	<b>Breakup of Payment</b>
1	On Completion of Foundation Work including plinth beam.	<b>15 %</b>
2	On Casting of slab work	<b>25 %</b>
3	On Completion of finishing work including painting, flooring etc.	<b>25 %</b>
4	On installation and commissioning of all equipments and handing over the complete toilet block.	<b>35 %</b>
	<b>Total</b>	<b>100%</b>



## ANNEXURE- “A”

### MODEL RULES RELATING TO LABOUR, WATER SUPPLY AND SANITATION IN LABOUR CAMPS

**Note:** These model rules are intended primarily for labour camps which are not of a permanent nature. They lay down the minimum desirable standard which should be adhered to Standards in Permanent or semipermanent labour camps should not obviously be lower than those for temporary camps.

1. **Location:** The camp should be located in elevated and well drained ground in the locality.
2. **Labour:** Hut to be constructed for one family of persons each. The layout to be shown in the prescribed sketch.
3. **Hutline:** The huts to be built of local materials. Each hut should provide atleast 20 Sqm. of living space.
4. **Sanitary facilities:** There shall be provided latrines and urinals atleast 15 M away from the nearest quarter separately, for men and women specially so marked on the following scale.
5. **Latrines:** Pit provided at the rate of 10 users or two families per set. Separate Urinals as required as the privy can also be used for this purpose.
6. **Drinking water:** Adequate arrangement shall be made for the supply of drinking water. If practicable, filtered and chlorinated supply shall be arranged. Where supply is from intermittent sources, an overhead covered storage tank shall be provided with a capacity of five litres per person per day. Where the supply is to be made from a well it shall conform to the sanitary standards. Laid down in the report of the Rural Sanitation Committee. The well should be at least 30 metres away from any latrine or other sources of pollution. If possible, a hand pump should be installed for drawing the water from well. The well should be effectively disinfected once every month and quality of water should be got tested at Public Health institution between each work of disinfection.

Washing and bathing should be strictly prohibited at places where water supply is from a river. The daily supply must be disinfected. In the storage reservoir and given at least 3 minutes contact with the disinfectant before it is drawn for use.

7. **Bathing and Washing:** Separate bathing and washing place shall be provided for men and women for every 25 persons in the camp. There shall be a gap and space of 2 Sq.M. for washing and bathing. Proper drainage for waste water should be provided.
8. **Waste disposal:** Dustbins shall be provided at suitably place in camp and the residents shall be directed to throw all rubbish into these dustbins. The dustbins shall be provided with covers. The contents shall be removed every day and disposed off by trenching.
9. **Medical facilities.**
  - a) Every camp where 1000 or more persons reside shall be provided with whole time, doctor and dispensary. If there are women in the camp a whole time nurse shall be employed.
  - b) Every camp where less than 1000 but more than 250 persons reside shall be provided with dispensary and a part time nurse/midwife shall also be employed.
  - c) If there are less than 250 persons in any camp a first aid kit shall be maintained in- charge of the whole time persons.

All the medical facilities mentioned above shall be for all residents in the camp, including a dependent of the workers, if any, free of cost.

**Sanitary Staff:** For each labour camp there should be qualified sanitary Inspector & Sweepers should be provided in the following scale:

- |    |   |  |
|----|---|--|
| 1. | For Camps with strength over 200 but not exceeding 500 persons. | One Sweeper for every 75 persons above the first 200 for which three sweepers should be provided |
| 2. | For camps with strength over 500 persons                        | One sweeper for every 100 persons above the first 500 for which six Sweepers should be provided. |

## **ANNEXURE – “B”**

### **CONTRACTOR’S LABOUR REGULATIONS.**

The Contractor shall pay not less than fair wage to Labourers engaged by him in the work.

#### **Explanation:**

- a) “Fair Wages” means wages whether for time or piece work as notified at the time of inviting tenders for the works and where such wages have not been so notified the wages prescribed by the ..... Department for the division in which the work is done.
- b) The Contractor shall, notwithstanding the provisions of any contract to the contrary, cause to be paid a fair wage to labourers indirectly engaged on the work including any labour engaged by his sub-contractors in connection with the said work as if labourers had been immediately employed by him.
- c) In respect of all labour directly or indirectly employed on the works on the performance of his contract, the contractor shall comply with their cause to be complied with the labour act in force.
- d) The Executive Engineer/Sub Divisional Officer shall have the right to reduce from the money due to the contractor any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfilment of the conditions of the contract for the benefit of the workers, non-payment of wages or the deductions made from his or their wages, which are not justified by the terms of the contract or non-observance of regulations.
- e) The contractor shall be primarily liable for all payments to be made under and for the observance of the regulations aforesaid without prejudice to his right to claim indemnity from his sub-contractors.
- f) The regulations aforesaid shall be deemed to be a part of this contract and any breach thereof shall be deemed to be breach of this contract.
- g) The contractor shall obtain a valid licence under the contract (Regulations and Abolition) Act enforce and rules made there under by the competent authority from time to time before commencement of work and continue to have a valid license until the completion of the work.

Any failure to fulfil this requirement shall attract the penal provisions of this contract arising out of the resulted non-execution of the work assigned to the Contractor.

**ANNEXURE D- FORM OF CERTIFICATE OF INCOME TAX**

**FORM OF CERTIFICATE OF INCOME TAX TO BE SUBMITTED BY  
CONTRACTOR TENDERING FOR WORKS CASTING  
RS. 2.00 LAKHS OR MORE.**

1. Name and Title (of the company/firm HUF) or individual in which the applicant is assessed to Income Tax and Address for the purpose of assessment.
2. The Income tax Circle /Ward /District in which the applicant is assessed to income tax.
3. Following particulars concerning the last Income tax assessment made.
  - a) Reference No. (or GIR No.) of the assessment
  - b) Assessment year and accounting year.
  - c) Amount of total income assessed.
  - d) Amount of tax assessed IT, SI, EPT, BPT,
  - e) Amount of tax paid IT, ST, EPT, B.P.T.
  - f) Balance being tax not yet paid and reasons for such arrears.
  - g) Whether any attachment or certificate proceedings pending in respect of the arrears.
- h) Whether the company or firm or HUF on which the assessment was made has been or is being liquidised wound up, dissolved, partitioned or being declared insolvent, as the case may be.
- i) The position about latter assessment namely whether returns submitted under Section 22(1)or (2) of the Income Tax Act, and whether tax paid under, “Section 18A of the Act and the amount of tax so paid or in arrears.
  4. In case there has been no Income tax assessment at all in the past, whether returns submitted under section 21(1) or (2) and 18-A(3) and if so, the amount of Income Tax returned or tax paid and the Income Tax Circle/ Ward/District concerned.
  5. The Name and address of branch (es) verified the Particulars set out above and found correct subject to The following remarks.

Dated: ..... .

Signature of I.T.I.

Circle / Ward / District



## ANNEXURE- "G-I"

### GUARANTEE BOND

(To be used by approved scheduled banks)

1. In consideration of Mum coal Council (here in after called the Council) having agreed to exempt.....  
..... (herein after called the said contractor(s) from the demand under the terms and conditions of an agreement dated ..... made between .....and .....Municipal Corporation for the work of.....(here after chatted the said Agreement) (Indicate name of work) notified vide N.I.T. N..... Dated .....issued by the Executive Engineer, Municipal Corporation, Raigarh (herein after called the said Agreement) of earnest money deposited for the due fulfilment, by the said contractor(s) of the terms and conditions contained in the said agreement on production of a Bank Guarantee for Rs . ..... (Rupees ..... only.) We to the as "The Bank" at the request of the said contractor(s) do hereby undertake to pay the Municipal Corporation(an amount not exceeding Rs ..... against any loss or damage caused to or suffered or would be caused to or suffered by the Municipal Corporation by the reason of any breach by the said contractor (s) of the terms or condition contained in the said agreement.
2. We ..... (') ..... Bank Ltd.. do hereby under - take to pay the amounts due and payable under this guarantee without any demur merely on a demand from the Municipal Corporation stating that the amount claimed is due by way of loss or damage caused to or suffered by the Municipal Corporation by reason of any breach by said contractor {s) of any of the terms or conditions contained in the said agreement or by reason of the contractor (s) failure to perform the said agreement. Any such demand made on the Bank shall be conclusive, as regards the amount due and -payable by the bank under this guarantee However, our liability this guarantee shall be restricted to an amount not exceeding Rs.....
3. We.....Bank limited further agree with the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that if shall continue to be enforceable till all dues of Council under or by virtue of said agreement have been fully paid and its claims satisfied or till .. ..... department ..... certifies that the terms of the said agreement have been fully and properly carried out by the said contractor (s) and accordingly discharges the guarantee unless a demand or claim under this guarantee is made on us in writing on or before the ..... we shall be discharged from all Liability under this guarantee thereafter,
4. We ..... (\*) ..... Further agree that the guarantee herein contained shall remain in full *force* and affect during the period that would be taken for the performance of the said agreement and that shall continue to be enforceable till all the dues of the Municipal Corporation under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till the Executive Engineer, Municipal Corporation certify that the terms and conditions of the said agreement have been fully and properly carried out by the said contractor (s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the ..... ..(\*)w).... we shall be discharged from all liability under this guarantee.
5. We .....(").....further agree with the Municipal Corporation that Municipal Corporation shall be The fullest liberty without effecting in any manner our obligation hereunder to vary any of the terms and conditions or the said agreement to extend time of performance by .....

\*(indicate name of the bank)

\*\*Here write a date beyond 9 months of the prescribed date of opening of tenders,

The said contractor(s) from time to Time or to postpone for any time or for time to time, any of the power exercisable by the RMC against the said contractor(s) and to forebear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said contractor(s) or any Forbearance act or commission on the part of the Municipal Corporation or any indulgence by the Municipal Corporation 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 whiff not be discharged due to the change in the Constitution of the Bank or the a ractors) We.....(\*)Bank Limited, lastly undertake not to revoke this guarantee itcurrency except with The previous consent of the Municipal Corporation, in writing dated

..... day of .....  
**or**..... (indicate the name of the Bank)

## ANNEXURE “O”

### ADDITIONAL SPECIAL CONDITIONS

- 1. ~~Foundation levels and confirmatory boring:~~** In accordance with IS / IRC Code keeping in view the stipulation of clause 4.5 & 4.18 of the N.I.T contractors are required to carry out confirmatory boring on each pier and abutment locations.
- 2. ~~General arrangement Drawing, approval of design:~~** The tender drawing containing general arrangement of structure must give one type of structural component out of the acceptable types as stipulated in the N.I.T or in these special conditions. No option is acceptable. However, change in design at later data will be examined in accordance with clause 4.16 of N.I.T. Programme of submission & approval of detailed design shall be mutually on award of the contract.
- 3. ~~Details in General Arrangement Drawing:~~** Type of pier, abutment and returns and their foundation levels should be clearly shown in the general arrangement drawing of the contractor.
- 4. ~~Conditions of Exposure:~~** The condition of exposure shall be treated as moderate for this bridge.
- 5. ~~Consultant:~~** A contractor who offers alternative designs should declare the name and address of the consultant. If the said consultant has not done any work of bridge in M.P.P.W.D or Setu Nirmaln Nigam, his qualification and experience in design work must be stated.
- 6. ~~R.C.C bearing shall not be allowed.~~**
- 7. ~~Design of box for temperature difference:~~** The additional stresses generated by the temperature difference may be calculated in accordance with the method contains in a paper entitled “Temperature stresses in concrete bridge decks simple design method by Dr. V. K. Raina published in Bridge and Structural Engineer. If such additional temperature stresses are taken into account, the permissible increase of stresses will be 15% in accordance, with Clause 203 of IRC — 6 of 1986.
- 8. ~~Land for construction Camp:~~** Land for construction camp shall be arranged by the contractor.
- 9. ~~Security deposit Clause 1.1 and 2.8 of N. I. T.:~~** Fifty percent of the security deposit will be refunded on completion, testing and handing over of the bridge, to the department. Remaining fifty percent will be refunded six months after completion or after one monsoons, whichever is later.
- 10. ~~Supply of detailed drawing:~~** The detailed drawing of various component of bridge shall be supplied to the contractor in parts as per the progress of the work. In case the contractor's lumpsum offer based on departmental General Arrangement Drawing, he will have to submit detailed design & drawing of various components for approval as per clause 4.3
- 11. ~~Revision in design:~~** Due to basic data being changed. If, on award of work, it is considered necessary to increase the length of bridge or vary the foundation and / or formation level due to change in the basic hydraulic and sub soil data, the contractor shall, submit revised design to suit the change as ordered without any extra cost on account of the additional design work.  
But in case there are major changes in the data and the contractor is required to redesign the bridge, the C.E. may at his discretion allow extra payment for design may be commensurate with the extra work involved in the design.
- (12)** If the tenderer, whose tender has been accepted, and after signing the agreement, (i) does not start regular actual physical items of work within 25% (twenty five percent) of the time \_\_\_\_\_ allowed for completion, or abnormally slowdown the work or (iii) abandons the work, or (iv) merely goes on applying for extension of time; the Executive Engineer shall serve a "show cause" notice with details to the contractor in this regard and if the contractor does not reply, or if his reply is considered not satisfactory (at the sole discretion of the Executive Engineer), his earnest money and the performance security money or the Bank Guarantee in this regard shall be forfeited in favour of the Govt. If the contractor has committed a similar default on earlier occasion (s) in previous three consecutive year the contractor shall be debarred from participating in any future tender of any P.W.D. Division in the State of Chhattisgarh



~~for a period of 2 (two) years from the date of such order, by the authority which had registered him/her.  
Such orders & action shall be final binding and conclusive~~

**(13). Performance Guarantee:**

(i) The contractor shall also be responsible for performance of work carried out by him for a period of 12 (twelfth) month beyond the completion of work for which performance security has to be furnished by him @ 5%(five percent)of amount of contract. For this purpose contractor has to submit to the department a Bank Guarantee of 5% amount of the value of work done on every running and final bill payable to him. If contractor fails to submit bank guarantee of 5% amount of the gross bill, then 5% amount of bill shall be deducted from his running and final bill payment. However, the contractor can get refund of such performance cash security amount deducted if he submits appropriate bank guarantee valid for the period as stated above or 12 (twelfth)month after expiry of period.

If require, the Executive Engineer shall ask the contractor to extend the validity period of the Bank Guarantee(s) for such period which he considers it proper and the contractor shall extend the validity period of such Bank Guarantee accordingly. If the contractor fails to extend the period accordingly, the Executive Engineer shall encash the B.G. before the expiry of the validity period.

- (ii) The contractor shall have to carry out all necessary "Rectification" of defects noticed, caused due to any reasons at his own cost within such reasonable period mentioned in such communication notice from the Executive Engineer/Sub Divisional Officers to him.
- (iii) Failure of the contractor to rectify the defects properly in the given period, it shall be open for the Executive Engineer/Sub Divisional Officer to get the defect(s) rectified either departmentally or through other agency (without calling any tender /quotation) and recover the actual cost plus 15 % (fifteen percent) of such cost from the contractor from any sum, in any form, and available with the department or can be recovered as "Arrears of Land Revenue"

~~(14) The tenderer/contractor shall give in advance authority letter(s) in favour of the Executive Engineer, authorising him to get all Bank's Fixed Deposit receipts, Bank Guarantees (either normal security deposit and or for performance security) to get these Bank Receipts and Guarantee deeds verified and got confirmed from the concerned Bank. It will be only after getting such confirmation that the Executive Engineer shall pay any amount accordingly or refund the equal amount for which BG submitted has been duly verified and confirmed.~~

~~(15) The contractor shall not remove minor mineral from borrow areas, quarries without prior payment of Royalty charges.~~

~~16. Bdsnjkds }kjkdk;kZns'k dh frfFk ls 15 fnu ds Hkhrj muds Lo;a ds O;; ijdk;Zdkjh :ikadurS;kjdjokdjfoHkkxdksmiyC/k djkukgksxk} fldsfy, mUgsafoHkkx }kjkdk;sbZHkqxrku ugh fd;ktk;sxxA~~

**Additional Special Condition:**

- a) Cess @ 1% (One percent) shall be deducted at source, from every bill of the contractor by the Executive Engineer under "Building and Other construction for workers welfare, Cess Act 1996".
- a) It is mandatory for the construction(s) to get himself/themselves registered with "C.G. Building and other construction Welfare Board" as soon as the work order is issued to him/them for the work amounting to Rs. 10.00 (Ten) lakhs and above and submit a copy of the same to the concern Executive Engineer, otherwise no payment will be made under the contract.
- b) Contractors are advised to go through the Notice Inviting Tenders & the tender/P.Q./Bid Capacity document thoroughly. Certificates, annexure, enclosures as mentioned in the document will have to be submitted by the tenderers strictly in the prescribed format, at the time of submission of Technical/Financial bid, failing which the contractor shall disqualify for the work & his financial offer shall not be opened and no representation, appeal or objection what so ever in this regard shall be entertained by the department.
- c) It is mandatory to submit online by the contractor the list of on-going works/works in hand. If any work is found delayed beyond one year from the stipulated date of completion, the contractor will be disqualified for the reason of poor performance.

- d) Additional performance security (APS) shall be deposited by the successful bidder the time of signing of agreement when the bid amount is seriously unbalanced i.e. less than estimated cost by more than 10 % in such event the successful bidder will deposit the Additional performance security (APS) to the extent of difference of 90 % of the PAC and bid amount in the shape of B.G. in favour of the Commissioner Municipal Corporation Raigarh before signing the agreement. The same shall be refunded along with normal S.D. after completion of the work if the contractor fails to complete the work of left the work incomplete, this Additional performance security (APS) shall be forfeited by the department & the agreement shall be terminated and action shall be taken in accordance with clause 1.14 of the agreement. In, case the tenderer/contractor refuses to deposit Additional performance security (APS) than his bid will be rejected by the sanctioning authority and earnest money shall be forfeited.
- मद्ध राज्य सरकार के किसी भी विभाग में काली सूची या डिबार निविदाकारों को विभाग के किसी भी निविदा में भाग लेने का अधिकार नहीं होगा निविदाकारों द्वारा यह भी शपथ-पत्र देना होगा कि, मैं/हम भारत सरकार/अन्य राज्यों के राज्य सरकार/राज्य सरकार के किसी भी विभाग में काली सूची में सम्मिलित नहीं हूँ या डिबार नहीं किया गया हूँ।
- f) In the event of withdrawing his/her after before the expiry of the period of validity of offer or failing to execute the agreement as required to condition No. 2.4.2 and 2.34 of the notice inviting tender (N.I.T.) he/she will not be entitled to tender for this work in case of recall of tenders. In addition to forfeiture of his/her earnest money as per provisions of condition No. 2.4.2 and 2.34 of N.I.T. as may be applicable for the work, the registering authority will demote the contractor/firm for a period of one year. If the tenderer has committed a similar default on earlier occasion(s) as well, then such demotion in registration will be permanently.
- g) This special condition will supersede anything contrary to it in the tender document.
- h)
- i)

## ANNEXURE II

### SAFETY CODE

#### Scaffolding:

- (i) Suitable scaffold should be provided for workman for all works that cannot safely be done from the grounds or from solid construction except such short period work as can be done safely from ladder is used on extra Mazdoor shall be engaged for holding the ladder for carrying materials as well suitable foot holes and hand holds shall be provided on the ladder and the ladder shall be given an inclination not steeper than  $\frac{1}{4}$  to  $\frac{1}{4}$  Horizontal and 1 vertical).
  - (ii) Scaffolding or staging more than 12 M above, the ground floor swung or suspended from an overhead support or erected with stationer/support shall have a guard rail property attached, bolted, braced or otherwise secured at least 1 meter high above the floor platforms of such scaffolding or staging and extending along the entire length of the outside the ends thereof with only such opening as may be necessary for the delivery of the materials. Such scaffolding or staging shall be fastened as to prevent it from swaying from the building of structure.
  - (iii) Working platform gangways and stairway should be so constructed that they should not away unduly or unequally and if the height of the platform of the Gangway or the stairway is more than 3.54 metres above ground level and or floor level they should be closely bearded, should have adequate width and should be suitably fenced as described (ii) above.
  - (iv) Every opening in the floor of a building or in a working platform be provided with suitable means to prevent the falling of persons or materials by providing suitable fencing or railing whose minimum height shall be 1 metre.
  - (v) Safe means of access shall be provided to all working platforms and other working places. Every ladder shall be securely fixed. No portable ladder shall be over 9 metre in length while the width between side rails in ring ladder shall be in no case be less than 0.3 metres from ladder upto and including 3 meter length. For longer ladders this width should be increased at least 2 cm. For each additional meter of length. Uniform step spacing shall not exceed 0.3 M adequate precaution shall be taken to prevent danger form electrical equipment. No material on any of the work site shall be so stacked or placed as to cause danger or inconvenience to any person or the public. The contractor shall also provide all necessary fencing and lights to protect the public from accident and shall be bound to bear the expenses of defence of every suit action or other precautions of law that may be brought by any person for injury sustained owing to neglect of the above and to pay any damages and costs which may be awarded in any such suit action or proceeding to any such person or which may with consent of the contractor be paid to compromise by any such person.
2. **Excavation and Trenching:** All trenches 1.2 metre or more in depth, shall at all times be supplied with at least one ladder for each 30 Metre in length of friction thereof. Ladder shall be extended from bottom of the trench to atleast 1

metre above the surface of the ground. The side of trenches which are 1.5 metre or more in depth shall be stepped back to give suitable slopes or securely held by timber bracing so as to avoid the danger of sides to collapse. The excavated materials shall not be placed within 1.5 metre of the edge of the trench or half of the depth of the trench whichever is more. Cutting shall be done from top to bottom. Under no circumstances undermining or under cutting shall be done.

**3. Demolition:** Before any demolition work is commenced and also during the process of the works.

- (a) All roads and open area adjacent to the work site shall either be closed or suitably protected.
- (b) No electric cable or apparatus which is liable to be a source of danger over a cable or apparatus used by the operator shall remain electrically charged.
- (c) All precautionary steps shall be taken to prevent danger to persons employed from risk of fire or explosion of flooring. No floor roof or other part of the building shall be so overloaded with debris of materials as to render it unsafe.

**4. Painting:** All necessary personal safety equipment as considered adequate by the Engineer-in-charge should be kept available for the use of person employed on the site and maintained in a condition suitable for immediate use and the contractor should take adequate steps to ensure proper use of equipment by those concerned.

- a) Workers employed on mixing asphaltic materials cement lime mortars shall be provided with protective footwear and protective goggles.
- b) Stone brackets shall be provided with protective goggles and protective clothing, and seated at sufficiently safe intervals.
- c) Those engaged in welding works shall be provided with welder's protect.
- d) When workers are employed in sewers and manholes which are in use, the Contractors shall ensure that the manhole covers are open and are ventilated atleast for an hour before the work shall be coronet off with suitable railing and provided with warning signals or boards to prevent accident to the public.
- e) The Contractor shall not employ men below the age of 19 and women on the work of painting with products containing lead in any form whenever men above the age of 18 are employed on the work of lead painting the following precautions should be taken.
  - i) No paint containing lead or lead shall be used except in the form of paste or ready made paint.
  - ii) Suitable face masks should be supplied for use by the workers when paint applied in the form of spray or a surface having lead paint dry rubble and scrapped.
  - iii) Overhauled shall be supplied by the contractor to the workman and adequate facilities shall be provided to enable the working painters to wash during the cessations of work.

**5. Drawing:** When the work is done near any place where there is risk of drawing all necessary equipment should be provided and kept ready for use and all necessary steps taken for prompt rescue of any person in danger and adequate provision should be made for prompt first aid treatment for all injuries likely to be sustained during the course of the work.

- a) Every crane driver or hosing applicants operator shall be properly qualified and no person under an age of 21 years should in-charge of any hoisting machine including any scaffold which give signals to the operator.
- b) In case of every hoisting machine and every chain ring lowering or as means of suspensions. The safe working load shall be ascertained by adequate means. Every hoisting machine and gear referred to above shall be plainly marked with the safe working load. In case of hoisting machine having a variable safe working load of the conditions under which it is applicable shall be clearly indicated. No part of any machine or of any gear referred to above in this paragraph shall be loaded beyond the safe working load except for load purpose of testing.
- c) In case of departmental machine the safe working and load shall be notified by the Electrical Engineer-in-charge. As regarded contractor's machine the contractor shall notify the safe working load of the machine to the Engineer-in-charge, whenever he brings any machinery to site of work and get verified by the Electrical Engineer concerned.
- d) **Motors, gearing transmission, Electric wiring and other dangerous part of the hoisting appliance should be provided with efficient safe guards and with such means as well reduce adequate precautions should be taken to reduce to the minimum the risk of any part of a suspended load be coming accidentally displaced. When workers employed on Electrical installations which are already unregistered insulating mats wearing apparel such as gloves sleeves and boots as may be necessary should be provided the workers should not wear rings, watches and carry keys, or other materials which are good conductors of electricity.**



7. All scaffolds, ladders and their safety device mentioned or described herein shall be maintained in safe condition and no scaffold ladder or equipment shall be altered or removed while it is in use. Adequate washing facilities shall be provided at or near places of work.
8. These safety provisions should be brought to the notice of all concerned by display on a Notice Board at prominent places at the work spot. The persons responsible for compliance of the safety code shall be named therein by the contractor.
9. To ensure effective endorsement of the rules and regulations relating to safety precautions the arrangement made by the contractor shall be open to inspection by the Labour Officer, Engineer-in-charge, or the Department or their representatives.
10. Notwithstanding the above clause (1) to (9) there is nothing in these to except the contractors to exclude the operations of any other act or rule in force in the Republic of India.

**ANNEXURE- 13****Affidavit**

I.....S/o.....

Aged..... years.....resident..... of.....

.....(address.....  
.....)

(For and on behalf of.....), do

here by and herewith solemnly affirm / state on oath that: -

1. All documents and Information's furnished are correct in all respects to the best of my knowledge and belief
2. I have not suppressed or omitted any information as is required.
3. **I am/ We are neither black listed nor debarred by Govt. of India / Other State Govt. Departments/ Chhattisgarh State Govt. Departments/Urban Local Body.**
4. I hereby authorize the Nagar Nigam/Nagar Palika/Nagar panchayat Officials to get all the documents verified from appropriate source(s).

Deponent

(.....)

Authorized signatory / for and on behalf  
of.....

(affix seal)

**Verification**

I..... S/o..... do here by affirm

that the contents stated in Para 1 to 4 above are true to the best of my knowledge and believe and are based on my /  
our record.

Verified that this.....date of ..... 200... at (Place).....

Deponent

Seal of attestation by a Public  
Notary with date

Authorized signature / for and on behalf of.....

**(Affix seal)**

**INDENTURE FOR SECURED ADVANCES**

(For use in cases in which the contract is for finished work and the contractor has entered into the agreement for the execution of a certain specified quantity of work in a given time)

This INDENTURE made the.....day  
of.....20..... BETWEEN

.....(hereinafter called the contractor which  
expression shall where the context so admits or implies be deemed to include his executors  
administrators and assigns) of the one part of the COMMISSIONER, RMC, RAIGARH,CG.(hereinafter  
called the COMMISSIONER, RMC, Raigarh, C.G. which expression shall where the context so admits  
or implies be deemed to include his successors in office and assigns) of the other part.

WHEREAS by an agreement dated.....(hereinafter called the said  
agreement)the contractor has agreed AND WHEREAS the Contractor has applied to the  
COMMISSIONER, RMC, Raigarh, C.G. that he may be allowed advances on the security of materials  
absolutely belonging to him and brought by him to the site of the works the subject of the said agreement

Contd....

for use in the construction of such of the works as he has undertaken in execute at rates fixed for the finished work (inclusive of the cost of materials and labour and other charges )AND WHEREAS the COMMISSIONER, RMC, Raigarh, C.G. has agreed to advance to the Contractor the sum of Rupees.....on the security of materials the quantities and other particulars of which are detailed in Accounts of Secured Advances attached to the Running Account Bill For the Said works signed by the contractor on ..... and the COMMISSIONER, RMC, Raigarh, C.G. has reserved to himself the option of making any further advance or advances on the security of other materials brought by the contractor to the site of the said works. Now This INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of the sum of Rupees.....on or before the execution of these presents paid to the Contractor by the COMMISSIONER, RMC, Raigarh, C.G.(the receipt whereof the contractor doth hereby acknowledge) and of such further advances ( if any) as may be made to him as aforesaid the Contractor doth hereby covenant and agree with the COMMISSIONER, RMC, Raigarh, C.G.and declare as follows:-

(1) That the said sum of Rupees ..... So advanced by the COMMISSIONER, RMC, Raigarh, C.G. to the Contractor as aforesaid and all or any further sum or sums advanced as aforesaid shall be employed by the Contractor in or towards expediting the execution of the said works and for no other purpose whatsoever.

(2) That the materials detailed in the said Account of Secured Advances which have been offered to and accepted by the COMMISSIONER, RMC, Raigarh, C.G. as security are absolutely the Contractor's own property and free from encumbrances of any kind and the contractor will not make any application for or receive a further advance on the security of materials which are not absolutely his own property and free from encumbrances of any kind and the Contractor identifies the COMMISSIONER, RMC, Raigarh, C.G. against all claims to any materials in respect of which an advance has been made to him as aforesaid.

(3) That the material detailed in the said account of Secured Advances and all other materials on the security of which any further advances may hereafter be made as aforesaid (hereinafter called the said materials ) shall be used by the Contractor solely in the execution of the said works in accordance with the directions of the Executive Engineer, RMC, Raigarh and in the term of the said agreement.

That the contractor shall make at his own cost all necessary and adequate arrangement for the proper watch, safe custody and protection against all risks of the said materials and that until used in construction as aforesaid the said materials shall remain at the site of the said works in the contractors custody and on his own responsibility and shall all times be open to inspection by ExecutiveEngineer, RMC, Raigarh or any officer Authorised by him. In the event of the said materials or any part there of being Stolen, destroyed or damaged or becoming deteriorated in a greater degree than is due to reasonable use and wear there of the Contractor will fourth with replace the same with other materials of like quality or repair and make good the same as required by the ExecutiveEngineer, RMC, Raigarh.

That the said materials shall not on any account be removed from the site of the said works except with the written permission of the Executive Engineer, RMC, Raigarh or an officer authorised by him on that behalf.

That the advances shall be repayable in full when or before the Contractor receives payment from the COMMISSIONER, RMC, Raigarh.C.G of the price payable to him for the said works under the terms and provisions of the said agreement Provided that if any intermediate payments are made to the Contractor an account of work done than on the occasion of each such payment the Commissioner RMC, Raigarh.C.G will be at liberty to make a recovery from the Contractors bill for such payment by deducting therfrom the value of the said materials then actually used in the construction and in respect of which recovery has not been made previously, the value for this purpose being determined in respect of each description of materials at the rates at which the amounts of the advances made under these present were calculated.That if the Contractor shall at any time make any default in the performance or

That if the Contractor shall at any time make any default in the performance or observance in any respect of any of the terms and provisions of the said agreement or of these presents the total amount of advance or advances that may still be owing to the Commissioner RMC, Raigarh.C.G shall be immediately on the happening of such default br repayable by the contractor to the Commissioner RMC, Raigarh.C.G together with interest there on at twelve percent per annum from the date or respective dates of such advance or advances to the date of repayment and with all costscharges, damages and expenses incurred by the Commissioner, RMC, Raigarh.C.G in or for the recover there of or the enforcement of this security or otherwise by reason of the default of the contractor and the Contractor hereby covenants and agrees with the Commissioner, RMC, Raigarh.C.G to repay and pay the same respectively to him accordingly. That the Contractor hereby charges all the said materials with the repayment to the CommissionerRMC, Raigarh.C.G of the said sum of Rupees.....and any further sum or sums advanced as aforesaid and all costs charges , damages and expenses payable under these presents PROVIDED ALWAYS and it is hereby agreed and declared that not with standing anything in the said

Contd....



agreement and without prejudice to the powers contained there in if and whenever the covenant for payment and repayment here in before contained shall become enforceable and the money owing shall not be paid in accordance there with the Commissioner RMC, Raigarh C.G may at any time there after adopt all or any of the following courses as he may deem best

:- (a) Seize and utilise the said materials or any part there of in the completion of the said works on behalf of the Contractor in accordance with the provisions in that behalf contained in the said agreement debiting the Contractor with the actual cost of effecting such completion and the amount due in respect of advances under these presents and crediting the Contractor with the value of work done as if he had carried it out in accordance with the said agreement.