MUNICIPAL CORPOTATION BHILAI CHARODA

FORM – A

TENDER DOCUMENTS

कार्य का नाम :– **पार्षद निधि से वार्ड क्र. 40 गनियारी में मंच एवं चबुतरा निर्माण कार्य**

Executive Engineer
Municipal Corporation, Bhilai Charoda
Chhattisgarh

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APPENDIX 2.13

(See paragraph 2019)

FORM 'A'

MUNICIPAL CORPORATION BHILAI CHARODA (C.G.)

DEPARMENT

Issued to Shri/Mrs. :.....

Name of Work : **पार्षद निधि से वार्ड क्र. 40 गनियारी में मंच एवं चबुतरा निर्माण कार्य**

Amount of Contract : 9 **Lacs**

Amount of E.M. Rs. : 6800.00 (FDR. in favour of Commissioner, Municipal Corporation Bhilai Charoda)

Cost of Tender Form : 750.00 (DD. in favour of Commissioner, Municipal Corporation Bhilai Charoda)

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

Time allowed for Completion : 3 माह

Date of Opening Tender : 22.10.2026

Submision of Date : 21.10.2026

Division :.....

Sub-Division :.....

PERCENTAGE RATE TENDER AND CONTRACT FOR WORKS

GENERAL RULES AND DIRECTION FOR THE GUIDANCE OF CONTRACTORS

(SOR of PWD CG For works inforced from & amended till date)

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. 20.00 lacs 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 by carried out as well as the date for submitting and opening tenders and the time allowed for carry out the word; also the amount of earnest money to be deposited with the tender and amount of the security deposit to be deposited by the successful tender & the percentage, if any, to by deducted form bills, it will also state whether a refund of quarry fees, royalties and ground rents will be granted copies of the specifications designs and drawings and a schedule of items and rates of the various description of work and any other documents required in connection with work signed by the purpose of identifications by the authority compertent 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 rate a payable shall be attached to the tender documents and in the event of variation in rates given such list with the Current schedule Rates given in the C.S.R. approved by the competent authority shall prevail.

2. In the event of the tender being submitted by a firm, it must be signed so parately by each member thereof or in event of the absence of any partner it must be signed on his behalf by a person holding a power of attorney authorising him to do such power of attorney, should be produced with the tender and it must disclose wheather the firm is duly registered under the Indian Partnership Act.

3. Any person who submits a tender shall fill up above or below the C.S.R. specified in rule he is willing to udnertake the work. Only one rate of percentage ab ove or below the C.S.R. specivied in rule he is willing to udnertake the work . Only one rate percentage above or below the C.S.R.on all the scheduled terms shall be named Tenders which purpose any alterationin the work specivied in the said N.I.T.or in the time alowed for carrying out the work or which contain any other conditins of short will be liable to rejation. No single tender shall include more than one work but contractors who which to tgender for two or more works or which contained any other conditions of short 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.Tender shall have the name and number of the work to which they refer written outs do the envelope.

4. The authority , recovering tenders or his duly authorised assistant, will open tenders in the persence of any attending contractors, who may be present at the time and will enter the amounts of the several tenders in a comperative statement in a suitable from Receipts for earnes money will be given to all tenders except those tenders which are rejected and whose earnest money is refunded on the day the tenders are opened.

5. The Officer competent to dispose of the tenders shall have the right of rejecting all or any of the tenders.

6. The receipt of a clerk for any money paid by the contractor will not be considered as any acknowledgement of payment to the Sub-Divisional/ Divisional authority selling the tender form and the contractor shall be responsible for seeing that the

7. The memorandum of work tendered for and the schedule of materials to supplied by the Department and their issue rates be filled in and completed the tender form issued. If a form is issued to anintending tenderor without having been so filled in and completed, he shall request the office to have this done before the completes and delivers his tender.

TENDER FORM WORKS

I/We hereby tender for the execution, for the Municipal Corporation, BHILAI CHARODA of the works specified by in the under written memorandum within the time specified in such memorandum at in figures)..... (in words) ..... percent below/above the rates entered in the schedule mentioned in rule and in accordance in all respects with the specification, designs, drawings and Instructions in writing referred to in rule I hereof 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 so for applicable.

MEMORANDUM

(a) Name of work :

(b) Cost of word put to tender :

(c) Earnest Money :

(d) Security deposit :
(including earnest money)

(e) Percentage, if any, :.....
(to be deducted from bills)

(e) Time allowed for the work form :.....
the date of write in order to commence

Should this tender be accepted, I/ We hereby agree to abide by and fulfil all the terms and provisions of the said conditions of contract annexed here to so for as applicable, or in default thereof to forfeit and pay to the Municipal Corporation, BHILAI CHARODA or his successor in office the sums of money mentioned in the said conditions. A separate sealed cover duly superscribed containing the sums of Rs. ..... as earnest money. The full value of which is to be absolutely forfited to the Municipal E.E. or his successors in office, without prejudice to any other rights of the said Municipal Commissiner or his successors in office should. I/We fail to commence the work specified in the above memorandum in accordance with the clause of the said conditions of the contract. Otherwise the said sum of Rs. ..... shall be retained by E.E. Municipal Corporation Bhilai Charoda on account of such security deposit as aforesaid or the full value of which shall be retained by E.E. Municipal Corporation Bhilai Charoda on a account of the security deposit specified in clause of the said conditions of the contract.

Signature of witness to Contractor

Signature of the Contractors before submission of Tender

Dated ..... day of 200

Dated ..... day of 200

Address of the witness :

Occupation the witness :

The above tender is her by accepted by me on behalf of the Municipal Corporation BHILAI CHARODA
Dated .....200 date of 200

APPENDIX 2.14
(See Paragraph 2.019)

FORM 'B' GOVERNMENT OF CHHATTISGARH
PUBLIC WORKS DEPARTMENT
ITEM RATE TENDER FOR PWD AND PHED

Issued to Shri/M/s. …….....

Class of Contractor. .....Registration No.....Date.....

Name of Work …….....

Amount of Contract Rs. ……

Amount of E.M. Rs. ……....

Cost of Tender Form Rs. …….....

Vide M.R. No. & Date …….....

Time allowed for Completion …… Months from the reckoned date including/Excluding rainy season (16th June to 15th October)

Date of opening Tender …….....

Division …….

Sub-Division …….

General Rules and Directions for the Guidance of Contractors

1. All works proposed for execution by contract will be notified in a form of invitation to tender posted in public places and signed by the authority inviting the tenders.

This form 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 the earnest money to be deposited with the tender and the amount of security deposit to be deposited by the successful tenderer and the percentage if any. to be deducted from bills. Copies of specifications, drawings and a

Schedule of quantities and rates of the various descriptions of work and any other documents required in connection with the work, 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 inviting the tenders. During office hours.

2. In the event of the tender being submitted by a firm, it must be signed separately by each member thereof, or in the event of the absence of any partner it must be signed on his 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 whether the firm is duly registered under the Indian Partnership Act.

3. Any person who submits a tender shall fill up the usual printed form stating at what rate he is willing to undertake each item of work. Tenders which propose any alteration in the work specified in the said form of invitation to tender or fn the time allowed for carrying out the work or which contain any other conditions of any sort will be liable to

rejection, unless there is specific provision in the conditions of the Notice Inviting Tenders e.g in three cover system. 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. Tender shall have the name and number of the work to which they refer, written outside the envelope.

4. The authority receiving tenders or his duly authorised assistant, will open tenders in the presence of any attending contractors or his authorized representative, who may be present at the time and will enter the amounts of the several tenders in a comparative statement in a suitable form. Receipts for earnest money will be given to all tenderers except those tenders which are rejected and whose earnest money is refunded on the day the tenders are opened.

5. The Officer competent to decide of the- tenders shall have the right of rejecting all or any of the tenders.

6. The receipt of a clerk for any money paid by the contractor will not be considered as any acknowledgement of payment to the Sub-Divisional/Divisional authority 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, and the schedule of materials to be supplied by the Public Works Department and their issue rates shall 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 WORK

I/We hereby tender for the execution to the Governor of Chhattisgarh of the works specified by in the under written memorandum within the time specified in such memorandum at the rates specified therein and in accordance in all respect with the specifications, designs, drawings, and instructions in writing referred to in rule I hereof 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 so for applicable.

MEMORANDUM

(a) Name of work ……. (b) Probable amount of Contract

Rs. …… (c) Earnest

money…….....…….

(d) Security deposit (including earnest money) …….. (e) Percentage if any to be

deducted from bills …….

(f) Time allowed for the work …… from the reckoned date including / excluding rainy

season

(from 16th June to 15th October) (deleted which ever is not necessary).

=SCHEDULE OF ITEMS =

Sl. No.	Reference to Item No. of S.O.R. (If any)	Description of Item of work	Quantity	Unit	Rate in figure per unit	Rate in words per unit	Amount in figures	Remarks
1	**2**	**3**	**4**	**5**	**6**	**7**	**8**	**9**
1								
2								
3 etc.								
	Grand Total of column No. (8) = Rs. …… (in figure and in words) ……							

(SEE DETAILS IN "SCHEDULE OF ITEMS" – ANNEXURE "E" enclosed

Should this tender be accepted I/we hereby agree to abide by and fulfill all terms and provisions of the said conditions of the contract annexed hereto as far as applicable or in default, thereof to forfeit & pay to the Governor of Chhattisgarh or his successors in office the sums of money mentioned in the said condition.
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 Governor or his successors in office without prejudice to any other rights or remedies of the said Governor 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 of the contract, otherwise the said sum of Rs……...…… shall be retained by Government on account of such security deposit as aforesaid or the full value of which shall be retained by Government on account of the security deposit specified in clause 1 of the said conditions of the contract.

Signature of witness to Contractor's Signature
Dated the day of
…… 200

Signature of the Contractor before submission of tender
Dated the day of
…….. 200

Address of the witness: …… Occupation of the

witness:…… The above tender is hereby accepted by me for

and on behalf of the Governor of Chhattisgarh Dated the ……. 200 day of .....…… 200

……..... (If several sub works are included, they should be detailed in a separate list.)

Signature of the Officer by whom accepted
(Designation with seal of office)

APPENDIX 2.10

MUNICIPAL CORPORATION BHILAI CHARODA

PUBLIC WORKS DEPARTMENT

DETAILED NOTICE INVITING TENDER

N.I.T. No …… **MUNICIPAL CORPORATION BHILAI CHARODA, Dated:-**

1. INTODUCTION

1.1 Sealed Tenders are invited in on behalf of the Municipal Corporation Bhilai Charoda for the following work in form ……. And will be received at the office of the E.E. , Municipal Corporation Bhilai Charoda , public works department up to 5.00 P.M. on the ……. Form categories …….. to …… of.

1. Name of the Work: - …….
2. Probable amount of contract: - ……...
3. Amount of earnest money: - ……

4: Time allowed for completion:- from the reckoned date Including rainy season (16th June to 15th October)

~~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.~~

~~1.2.1.Where the contract for civil works of any building includes electrical works also, the Executive Engineer, P.W.D.E & M. Dn. Concerned would be the Engineer in Charge in so far as electrical works component is concerned.~~

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 Municipal Corporation Bhilai Charoda or MIC as the case may be shall be accepting officer here in after referred to as such for the purpose of this contact.

1.6: Application for issue of tender document shall be submitted to E.E. , Municipal Corporation Bhilai Charoda , so as to reach the office not later than 5.00 PM of dated.

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 and samples 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 1.1 & 1.6 above.

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 Municipal Corporation Bhilai Charoda Executive Engineer (as the case may be) till the prescribed time for opening of tenders.

1.10 All manual tenders received after the prescribed deadline shall be returned back unopened after subscribing the following remarks with dated initials by E.E. , Municipal Corporation Bhilai Charoda.
"Received late on date…….at……. AM./ P.M. hence not entertained and returned"

1.11 NOTES FOR GUIDANCE OF THE DEPARTMENTAL OFFICERS ONLY – **Not Appliable**

1.12 INSTRUCTIONS FOR GUIDANCE OF TENDERERS

The tender will be liable to be rejected out-right, if while submitting it:-

I) The tenderer proposes any alterations in the work specified, in the time allowed for carrying out the work or any conditions thereof - or

II) Any of the pages of the tenders removed or replaced - or

III) 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-F under his signature - or

IV) If erasures without attestation are made by him in the tender - or

V) If all corrections and conditions and pasted slips are not initialed & dated by the tenderer - or

VI) If the tenderer or in the case, each partner or any parteners 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 . <u>RATES:</u>

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

2.2:Percentage rate tender in form **"A"**

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

(a) Building Work: including water supply & Sanitary fittings - The Schedule of rates issued by **E-in-C PWD. Raipur** in force from **1.1.2015 and amended up to date of issue of N.I.T.**

(b) Electric works: - The Schedule of rates issued by the **C.G. PWD Raipur SOR** .in force with effect from **15.04.2015** and its amendments issued up to the date of issue of N.I.T.

~~(c) National highway works -The Schedule of rates issued by the …….in force with effect from ……and its amendments issued up to the date of issue of N.I.T~~

(d) Road /Bridge works: - the Schedule of rates issued by the **E-in-c, PWD Raipur** in force with effect from **Road SOR 01.01.2015** and amendments issue up to date of issue of N.I.T.

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 after 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 In respect of item rate tenders, contractor should quote his rates for each of 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 as given by the Department. The contractor will not have the freedom to change the unit. No percentage above or below the schedule be quoted. Any change in the unit shall lead to rejection of tender

The tenderer shall fill his/ their tendered rates and prices for all items of woks described in the schedule of item Annexure "F" (in the bill of quantities). The tendered rates of items against which no rate or price is entered by the tenderer will be taken as zero and the price of the same shall be deemed to have been covered by the other rates and prices of the schedule of other items indicated in annexure "F".

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

2.3.3. If the tender of the successful tenderer is unbalanced or "front loaded" in relation to Executive Engineer's estimate or by of the competent authority; real cost of the work to be performed under the contract by more than the amount of security deposit mentioned in clause 3.5 of N.I.T here of, the competent authority can require that the amount of the performance security set forth in clause 3.5 of N.I.T. here of , be in- creased at the expense of the successful tenderer to a level sufficient to protect the Municipal Corporation Bhilai Charoda against financial loss in the event of subsequent default of the successful tenderer under the contract.

In case, where the aggregate of expected contracted payments would at any time exceed the executive Engineer's estimate of actual work performed by more then the amount of security deposit specified in

clause 3.5 of N.I.T. such security shall be increased accordingly at the expense of the successful tenderer up to a limit/level mentioned above.

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 contracts (Form 'B'), for which contractor has not quoted his rates.

Contractor will have to carry out these items of work

(i) for percentage rate tender (form A) - as provided in clause 13 the conditions of contract

(ii) for item rate tender (form B) - as provided in clause 13 of the conditions of contract

However both (i) and (ii) are subject to further condition as below:-

(a) Variation in the quantities of any item or items as provided in the **Annexure "F"** (Schedule of Quantity/bill quantities) shall be limited as per clause 13 of form "A''

3 Submission of Tender :-

3.1 Ernest 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 .....that all tender documents have been 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 cash at Municipal Corporation Bhilai Charoda treasury or in the form of bank draft payable to Municipal Corporation Bhilai Charoda.

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 the head quarter of the Executive Engineer.

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.

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 Contract 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 site 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. 2 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.

3.10 **Relationship**: The contractor shall not be permitted to tender for works in the Division (Municipal Corporation Bhilai Charoda) in which his near relative is posted as Accounts officer / Accountant. He shall intimate the name of his near relative working in the Municipal Corporation Bhilai Charoda. He shall also intimate the name of persons who are working with him in any capacity or subsequently employed by Municipal Corporation Bhilai Charoda. Any breach of this condition by the contractor

would render himself liable to be removed from the approved list of contractors of the department.

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 signature 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 Executive Engineer in the presence of the tenderer or their duly authorized 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 from for the acceptance of any tender is strictly prohibited. Any tenderer doing so will render himself liable to penalties which may include removal to of his name from the register of approved contractors or penal action under section-8 of the M.P. vinirdishtta 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,

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.

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- E**

5.2 **Material of construction**:- The materials of construction to be used in the work shall be governed by the MORTH /IRC specifications 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 cubes 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 for 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 the roof does not leak, during the period of the fist 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 buildings in CG in forces from at time of agrement. All electrical materials must bear "I.S.I." mark~~

~~5.5.2 All samples of electrical accessories should be got approved from the Engineer- in- charge prior to their us 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 E.~~

~~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 S.O.R As such labour rates only as per S.O.R. will be paid for fitting of such items in position as per S.O.R.~~

~~5.5.5 The Contractor should submit "**as built**" detailed wiring diagram on tracing cloth showing the point 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 stipulations of the schedule of rates shall gain precedence. In the event of contradictions, if any, between different specifications and or codes of practice, referred to above the decision of Corporation 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 In case of the departmental supply of Iron/steel to the contractor the labour rate will be paid for cutting, bending and placing with binding wire as povided in SOR (with due allowance for the percentage above or below SOR. tendered and accepted.)~~

~~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 Executive Engineer 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

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.

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 or any other "New Tax" (not increase or decrease in existing place, duties, surcharge, accept royalty on minor mineral) is levied on the contractor either by central Govt. or State then the commissioner, municipal corporation bhilai charoda shall reimburse the "Service Tax" and cess on service tax and or "New Tax" amount; on submission of proof of such payment 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 than 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 Executive Engineer 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. 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 at once remove any person(s) employed by him on the work who in the opinion of the Executive Engineer is/are unsuitable or undesirable.

7.9 **Amount due from contractor:** Any amount due to the Municipal Corporation Bhilai Charoda of. Chhattisgarh from the contractor on any account concerning work may be 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 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 and contractor will be bound to comply with the order. However this is subject to the total limit of is as per the clause 13 of Form 'A'.

7.12 **Time Schedule:** The work shall be done by the contractor according to time schedule approved by the smpetent authority.

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. 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 Municipal Corporation Bhilai Charoda 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 the 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 be 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 5th 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 bridges 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 proposals for appropriate reduction of rates supported by an analysis, in justification thereof, through a D.O. letter to the Superintending Engineer concerned and obtain his approval expeditiously (ordinarily within 15 days). The approved analysis along with orders of the Superintending Engineer 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 condition can not over rule or be on 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 solvency certificate, if so required by the Executive Engineer 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 be so will result in the earnest money being forfeited to the Municipal Corporation Bhilai Charoda 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) Incase the contractor fails to employ the technical staff as aforesaid, 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 vitee.

(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 works force and also receive instruction form 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 Executive Engineer 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": Source of material.

~~(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-"D" :Form of income tax clearance certificate ---------~~
~~Annexure "E" :Specification for the work of construction of --------~~

~~Annexure-"F" : Schedule of items. to be executed~~

~~Annexure -"G": Form of Bank guarantee in lieu of performance security deposit. -~~
~~Annexure-"H": Special Conditions~~

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 a person per day. 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 population. 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 be provided for men and women for every 25 persons in the camp. There shall be one gap and space of 2 sqm. for 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 engaged 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 P.W.D. department for the division 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 contract, the contractor shall comply with or cause to be complied with the Labour Act, in force.

(d) The Executive Engineer/Sub Divisional Officer shall have the right it deduct from the money due to the contractor any sum required or estimated to be required for making good the less 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 mode 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 component 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

Statement showing the lead of materials.

Sno. Description

1.

2.

~~(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, 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~~

Annexure-"D"

Form of certificate on Income Tax to be submitted by contractor. Tendering for works costing Rs 2.00 Lakh or more.

(i) Name and style (of the company, firm, H.U.F. or individual) in which the applicant assessed to income tax and address for purposes of assessment.

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

(iii) Following particulars concerning the last Income tax assessment made :-

(a) Reference No. (Or. G.I.R.No.) of the assessment.

(b) Assessment year and accounting year.

(c) Amount of total income assessed.

(d) Amount of tax assessed IT,ST.EPT,BPT.

(e) Amount of tax paid IT,ST,EPT,BPT.

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

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

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

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

(iv) In case there has been no income tax assessment at all in 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.

(v) The name and addresses of branch(es) verified the particulars set out above and found correct subject to the following remarks.

Signature of I.T.O.

Dated……. Circle/Ward/District

Annexure-"E"

"Attach Prints"

Brief Specifications for major items of the work of construction of ----------

(Mention the Items involved with details)

Executive Engineer

Annexure-"F" (For percent rate tenders)

Schedule of items.				
S. No.	**S.O.R. Item No.**	**Description Of Item**	**Unit**	**Qty.**
1				
2	**As Per Schedule Attached.**			
3 etc.				

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

Annexure-"F" (For Item rate tenders)

Schedule of items.							
S. No.	**S.O.R. Item No. (reference in any)**	**Description Of Item**	**Unit**	**Qty.**	**Rate in figure**	**Rate in Words**	**Amount in figure**
1							
2		**Deleted.**					
3 etc.							
Grand Total Rs.....(in figure)							
and .....(in words)							

(use separate 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 G

(Revised from Bank Guarantee Bond)

(GUARATEE BOND)

(In lieu of performance Security Deposit)

(To be used by approved Scheduled bank))

1. In consideration of the MUNICIPAL CORPORATION BHILAI CHARODA of Chhattisgarh (here in after called the MUNICIPAL CORPORATION BHILAI CHARODA 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 work) .... (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 MUNICIPAL CORPORATION BHILAI CHARODA, an amount not exceeding Rs. .... against any loss or damage caused to or would be caused to or suffered by the MUNICIPAL CORPORATION BHILAI CHARODA, 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 MUNICIPAL CORPORATION BHILAI CHARODA stating the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the MUNICIPAL CORPORATION BHILAI CHARODA by reason of breach by the 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, Howere our liability under this Guarantee. shall be restricted to an amount not exceeding ....

3. We undertake to pay to the MUNICIPAL CORPORATION BHILAI CHARODA 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 guarantee herein contained shall remain in full force and effect 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 MUNICIPAL CORPORATION BHILAI CHARODA 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 BHILAI CHARODA 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 date of completion of the work) ..... we shall be discharged from all liability under the guarantee.

5. We (.) ..... further agree with the MUNICIPAL CORPORATION BHILAI CHARODA that the Govt, shall have the fullest liberty without our consent and with out affecting in any manner our obligation here under to vary any of the terms and conditions of the said agreement or to extend time of performance by the said contractor (s) from time to time or to postpone for any time or for time to time any of the powers excerciseable by the Gove. 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 commission on the part of the Gove. or any indulgence by the Govt. to the said contractor (s) or by any such matter or thing what so ever which under the lay relating to surities would but for this provision have effect of so relieving us.

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

7. We (.) ..... lastly under take not to revoke this guarantee during its currency except with the previous consent of the Government in writing :-

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

..... for () .....

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

Annexure-H

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 favour of the E.E. 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 action shall be taken in accordance with clause 3 of the agreement. In case the tenderer/contractor refuses 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 abnormally slowdown the work or (iii) abandons the work, or (iv) merely goes on applying for extension of time; the Commissioner/E.E. 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 Commissioner /E.E.), his earnest money and the performance security money or the Bank Guarantee in this regard shall be forfeited in favour of the MUNICIPAL CORPORATION BHILAI CHARODA. 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 MUNICIPAL CORPORATION BHILAI CHARODA 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 worksite 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-à-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: (For BT Road)

(i) The contractor shall also be responsible for performance of work carried out by him for a period of 36 (Thirty Six) 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.

For Road Work the defects Liability Period will be 3 year from the date of completion in case where the bituminous thickness in equal to or more than 40mm. however in case of road works where bituminous thickness in less than 40mm. the Defect Liability Period is One year from the date of 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%.

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 36 (Thirty Six) month **or One Year (as the case may be)** after actual completion.

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 to him.

(iii) Failure of the contractor to rectify the defects properly in the given period, it shall be open for the Executive Engineer 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 contactor 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, 100% of available performance Bank guarantee shall be returned to the contractor subject to the satisfaction of the Executive Engineer.

(v) Remaining performance Bank Guarantee as would be remaining (after recovery all cost plus 15% (Fifteen percent) for rectification of defects, if done by the department or through other agency) shall be returned after **3 years** of completion.

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 Executive Engineer, 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 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.

(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 by 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). 60/70 grade bitumen can be procured by the contractor from ESSAR OIL COMPANY LTD. also.~~

~~**(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 ..... Division and ..... quantity in agreement No. ..... of ..... of this or (other named) division in that divisions 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 sub divisional officer there after shall countersign the same and submit the invoice(s) to the Executive Engineer who shall cause the same to be photocopied and return the photocopy duly certified to the contractor. All originals invoices shall be retained by the Executive Engineer 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~~

~~**7(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 Plant/mechanical Paver Vibratory roller, {for 50mm 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 EMD envelope, otherwise tender will be disqualified while opening.**~~

~~**7(e) Test for binder content**~~

~~**It will be mandatory and binding to the contractor to get checked every alternate load/lot of mix material at hot mix plant site in the presence of department's authorized personnel.**~~

~~7(f) Bituminous work after sunset shall be allowed only with the specific written permission of the Engineer-in-Charge who shall then be fully responsible for the strict quality control of the work.~~

(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 E. E. at his costs.

(9) In case of conflict between "General condition of contract- and the special condition" the terms of special condition s shall prevail.

SPECIAL CONDITION

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 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 on earlier occasion(s) as well, then such demotion in registration will be permanently.

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

ADDITIONAL SPECIAL CONDITION

. **(A) Cess @ 1% (One percent) shall be deducted at source, from every bill of contractor by the Executive Engineer under "Building and other construction for Workers Welfare, Cess Act 1996"**

(B) It is mandatory for the contractor(s) to get himself/themselves registered with "C.G. Building and other construction Welfare Bord" as soon as the work order is issued to him/them For the work amounting to 10.00 (Ten) Lakhs and above and submit a copy of the same to the Concern Executive Engineer, other wise no Payment will be made under the contract.

NOTE:- **" 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."**

राज्य सरकार के किसी भी विभाग में काली सूची या डिबार निविदाकारों की विभाग के किसी भी निविदा में भाग लेने का अधिकार नहीं होगा। निविदाकार द्वारा यह भी शपथ-पत्र देना होगा कि वे भारत सरकार/अन्य राज्यों के राज्य सरकार/राज्य सरकार के किसी भी विभाग में काली सूची में नहीं डाले गए हैं या डिबार नहीं किये गये है।

GENERAL RULES & CONDITIONS OF CONTRACT

Definition

1. The contract means the documents, forming the notice inviting tenders and tender document submitted by the tenderer and the acceptance thereof including the formal agreement executed between the E.E., Municipal Corporation, BHILAI CHARODA and the Cotnractor.

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 toe mean the works or by virtue of the contract contracted to be executed whether temporary or permanent any 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 used for the purpose of carrying out the contract.

(c) The E.E., Municipal Corporation, BHILAI CHARODA and his successors in office.

(d) The"Engineer-in-Charge" means the Executive Engineer or the Assistant - Engiener 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 Municipal Corporation>

(e) "Municipal Corporation" shall mean the Municipal Corporation, BHILAI CHARODA.

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

Clause 1 - SECURITY DEPOSIT - The person whose tender may be accepted (hereinafter called the contractor which expression shall unless extended by or repugnant to be contract include his heir executors, administration, representative and assigns) shall permit Municipal Corporaiton, BHILAI CHARODA at the time of making any payments to him for the value 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 term & conditions printed on the tender form will be the earnest money plus a deduction of percent from the paymnent made in the running bills, till the two together amount to percent of the cost of work put to tender or 5 percent of the cost of the work executed when the same exceeds the cost of work put to tender.

Clause 2 COMPENSATION FOR DELAY:-

The time allowed for carrying out the work, as entered in the tender form, shal be strict observed by the contractor and shalll be deemed to be the essence of the contract and shall be

recknoned from the fiteenth day after the date on which the order to commence the work is issued to the contractor, for a work where completion is upto 6 months.

For works, for which the completion period is beyond six months.

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

The work shall through the stipulated period of contact be proceeded with all due diligence keeping in view that time is the essence of the contract. The contractor sall 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 udner the contract has clapsed 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 week of delay, provided that the total amount of compensation udner 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 per cent) progress in1/2 (half) of original or validity 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 of10% of the balance amount of contractor 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 , Municipal Corporation, BHILAI CHARODA 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 shallnot be open for a revision.

Where the Engineer-in-charge decides that the contractor is liable to pay compensation for not giving proportionate progress udner 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 inlcuding extension granted, if any, failing which the compensation amount shall be forfetied in favour of the Municipal Corporation.

Clause 3:-

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 contract 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 require to be completed in half of the completion period (including validity 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 the 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 into 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 refursing to acknowledge the measurement so recorded in the department measurement book, shall be at his solew risk and responsibility.

(v) In addition to the provision contained in clause 2 above the Executive Engineer shall forfeit the earnest money and or security deposit and further recover/ deduct/ adject 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 confered upon the Executive Engineer by clause-3 hereof shall have become exercisable the same shall not be exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions hereon and such power's shallnotwithstanding 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 Executive Engineer 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 ates, or inc ase of these not being applicable, at current market rates to be certified by Executive Engineer, whose certificate thereof shall be final, otherwise the eXecutive Engineer may be 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 form 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 Executive Engineer may remove them at the contractors expenses sell them by action or private sale on account of the contractor & at his risk in all respects and the certificate of the Executive Engineer as to the expense of any such removal and the amount of the proceeds and expense of any such shall be final and conclusive against the contractor.

EXTENSION OF TIME

Clause-5

1.1 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 positevely within 15 days of occurrence of such hindrance (s) and seek specific ectension of time (period from ..... to.....). If in the opinion of Executive Engineer, such reasonable grounds are shown, the Executive Engineer shall himself 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 Commissioner, Municipal Corporation, BHILAI CHARODA with his recommendation and only after his decision in this regard, the Executive Engineer shall sanction extension of such time as decided by the Commissioner, Municipal Corporation, BHILAI CHARODA.

Once the Executive Engineer / Commissioner, Municipal Corporation, BHILAI CHARODA has decided the case of extension of time reference to the particulars application of the contractor, it will not be competent for them to review/ change such a decision late on. However the Commissioner, Municipal Corporation, BHILAI CHARODA and the Executive Engineer shall give the contractor on opporunity to be heard (orally and or in writing), before taking any final decision either or granting extension of time or permitting the contractor to complete the work by the delayed date (under clause 2 of the contractor) or before refusing both. Provided further where the Executive Engineer 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 Executive Engineer/ Commissioner, Municipal Corporation, BHILAI CHARODA.

Failure on the part of the contactor for not applying extension of time even within 30 days of the clause of such an hindrance, it shall be demed 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 Executive Engineer / Commissioner, Municipal Corporation, BHILAI CHARODA has heard (oral and or in writing) the contractor on this subject matter of extension of time and if Executive Engineer / Commissioner, Municipal Corporation, BHILAI CHARODA fails to communicate his decision within a period of 30 days of such hearing, if shall be deemed that the contractor has been granted extension of time for the period as applied by him.

5.2 Incentive Bonus :- NOT Applicable

~~Not withstanding the provision contained in clause 5.1 above, if the contractor does not desire " Extension of Time" " WAIVES" his right to claim extension of time and yet - complete the contract (~~

~~Excluding maintenance period if any) before the original time allowed for completion (as mentioned in the N.I.T. or Agreement form "A") then andthen 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 poiunt 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.~~

~~Noe : The contractor has to give an undertaking in writing that he has "waived" all his RIGHT to claim demand extension of time.~~

5.3 Compensation Events :- NOT Applicable

~~The following mutually agreed Compensation Events unless they are clause 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 teh contractor under the contract.~~

~~(c) The Executive Engineer orderes a delay or does not issued 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 or running bills (complete in all respect) are delayed.~~

~~(h) Other compensation events mentioned in contract if any.~~

FINAL CERTIFICATE

Clause 6 -

On completion of the work the contractor shall be furnished with a certificate by the Assistance Engineer/ Executive Engineer (hereinafter called the Engineer-in-charge) of such completion in theform 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 wook-work, doors windows wall, 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 purpose of the execution there of nor until the work, shall have been measured by the Engineeer-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 scaffoldings surplus materials and rubbish and cleaning of dirt on or before the date fixed for the completion of the work, the Engineeer-in-charge may, at the expense of the contractor remove such scaffolding, surplus materials and rubbish and dispose of the same as he thinks and clean off such dirt as aforesaid and the contractor shall forthwith pay the amount of all expense so incurred and have no claim in respect of any such scaffolidng or surplus materials as aforesaid, excute for any sum actually realised by the sale thereof.

PAYMENT ON INTERMEDIATE CERTIFICATE TO BE REGARDED AS ADVANCES :

Clause 7 -

No payments shall ordinarily by made for work estimated to cost less than Rs. 1000/- (Rs. One thousand till after the whole of the works shall have been complete certificate of completion given but if intermediate payment during the course of execute of works is considered desirable in the interest of works, the contractor may be the discretion of the Engineer-inb-charge but in the case of works estimated to cost less than Rupees One Housand, the contractor shall on submitting the bill therefore

be entitled to receive a monthly payment proportionate to the part thereof approved and passed by the Engineer-in-charge whose certificate of such approval and passing of the sume so payable shall be final and conclusive against the contractor. But alll such intermediate payments shall be regarded as payments by way of advances 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 contractor orany such part thereof, in any respect or the accuring of any claim, nor shall it conclude determine or affect in any way the powers of the Engineer-in-charge under these conditions or any of them as to the final settlement and adjustment of the accounts or otherwise or in any other way very 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 certificate of the measurement and of the totalamount payable for work accordingly shall be final and binding on all parties.

BILL TO BE SUBMITTED MONTHLY

Clause 8 :-

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 Executive Engineer shall take or cause to taken the requisite measurement for purpose of having the same verified/ checked by the sub-Engineer and sub-Executive Engineer concern for quantity, quality and specification and examining all the "test results" and record the same in the Department measurement, book, based on have record measurement bill shall be corrected/ prepared afresh. The contractor shall sign the measurement and the bill. The Executive Engineer shall pay running bills by 25th day of the month subject to availability of the funds.

If the contractor fails to submit, the bill or before the day prescribed the Executive Engineer after waiting for another 15th days shall depute a subordinate to measure the said work in the predence 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.

BILL TO BE ON PRINTED FORMS :

Clause 9 -

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.

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

Clause 10 :-

Receipts for payments made on account of a work she 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.

ADVANCES TO CONTRACTORS :-

Clause 11 (A) :- NOT Applicable

~~The provision for advance in clause 11 A (i) and (ii) will apply to contract above Rs. One Crore Only.~~

~~(i) Mobilization advance : -~~

~~Mobilization advance upto 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 contractor shall furnish Bank Guarantee from schedule bank for the equal amount in favour of teh 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 be 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 in submitted by the contractor and is duly approved by the Executive Engineer.~~

~~Executive Engineer shall sanction the mobilization advance.~~

~~(ii) Advance on plant and machinery :-~~

~~Advance upto 5% (Five percent) of the contract value shall be given, if requested by the contractor, only for the new plant 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 to90% (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 or plants and machineries in favour of the Engineer-in-charge. Sanctioning authority for the this advance shall be E.E., Municipal Corporation, BHILAI CHARODA.~~

~~(a) The contractor shall nor remove these plants and machineries from the work site without prior 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.~~

~~(iii) Recovery of Advances :-~~

~~Recovery of above advances (mobilization, plant and machineries) will start when 15 (fiteen)% 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 validity extended is over; whichever is earlier.~~

Clause 11 (B) :-

Secured advance : - Advances to controctor are as a rule prohibited, and every endeavour should be mae 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 insuch cases santion advances upto 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 contractor of such materials provided that they are of imperishable nature and that a formal agreement is drawn up with the contractor under which Municipal Corporation secures a lien on the materials and is safeguarded agaisnt 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 office not below the bank of Asistance 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 and 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 postpond unitl the whole of the work entrusted to the contractor in completed. They should be made from his bill 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 fomr

CLSUSE 11 (C) ESCALATION :- NOT Applicable

~~Reimbursement/ Refund onvariation in prices of materials/ P.O.L. and Labour Wages~~

~~**Price Adjustment :-**~~

~~(A) Contractor price shall be adjusted for increas of decrase inrates and price of labour materials, POL in accordance with the following principles and prodecure and as per formula given below.~~

~~Note: Price adjustment shall be applicable only and only when the stipulated time allowed for completion is for more thatn 6(six) months from recknoed date or validity 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 deermined 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 teh 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 of 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, les 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 :-~~

~~$V_1 = 0.85 X p_1 / 100 X R (L_1 - L_0)/ L_0$~~

~~V_1 = 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 indstrial workers at the town nearest to be site or work as published by Labour Bureau, Ministry of Labour Govt. of India on the date of inviting Tender.~~

~~L_1 = The consumder 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 Govt. of India.~~

~~P_1 = 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.~~

~~$V_1 = 0.85 X p_1 / 100 X R (C_1 - C_0)/ C_0$~~

~~V_0 = 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_1 = The all India average wholesale price index for cement for the month under consideration as published by the Ministry of Industrial Development, Government of India, New Delhi.~~

~~P_1 = Percentage of cement component of the work.~~

~~ADJUSTMENT FOR STEEL COMPONENT~~

~~(ii) Price adjustment for increase or decrease in the cost of Steel procured by the contractor shall be paid in accordance with the following formula.~~

~~$V_1 = 0.85 X p_0 / 100 X R (S_1 - S_0)/ S_0$~~

~~V_0 = increase or decrease in the cost of work during the month under consideration due to changes in rates for steel.~~

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

~~S_1 = The all India average wholesale price index for steel (Bar and Roads) for the month under consideration as published by the Ministry of Industrial Development, Government of India, New Delhi.~~

~~P_1 = Percentage of steel component of the work.~~

~~Note- For the application of this clause, index of Bars and Road, has been to represent steel group.~~

~~ADJUSTMENT OF BITUMEN COMPONENT~~

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

~~V_1 0.85 X p_0 / 100 X R (B_1 - B_0)/ B_0~~

~~V_0 = increase or decrease in the cost of work during the month under consideration due to changes in rates for and lubricants.~~
~~B_0 = The official price of High Speed Diesel (HSD) at the existing consumer Diesel pumps out let at nearest center on the date of inviding tender.~~
~~B_1 = The official retail price of High Speed Diesel (HSD) at the existing consumer pumps of IOC at nearest center on the 15th day of month under consideration.~~
~~P_1 = Percentage of fuel and lubricant component of the work.~~
~~Note For the application of this clause, the price of High Speed Diesel.~~

~~ADJUSTMENT OF OTHER MATERIALS COMPONENT~~

~~(ii) Price adjustment for increase or decrease in the cost of local materials other than Cement, Steel, Bituman and POL procured by the contractor shall be paid in accordance with the following formula.~~
~~V_1 0.85 X p_m / 100 X R (M_1 - 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.~~
~~S_0 = The all India wholesale price index (all commidities) as published by the Ministry of Industrial Development, Government of India, New Delhi on the date of inviting tender.~~
~~S_1 = The all India average wholesale price index (all commidities) for the month under consideration as published by the Ministry of Industrial Development, Government of India, New Delhi.~~
~~P_1 = Percentage of local material component (Other than cement, steel, bitumen and POL) of the work.~~
~~Note For the application of this clause, index of Bars and Road, has been to represent steel group.~~

~~The following percentages will govern the price adjustment for the entire contact:-~~

S.No.	Components		For Road	For Building	For Bridge
1.	Labour	P1	25%	35%	30%
2.	Cement	Pc	5%	10%	25%
3.	Steel	Ps	5%	10%	25%
4.	Bitumen	Pb	10%	-	-
5.	POL	Pf	10%	10%	10%
6.	Other Materials	Pm	45%	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-Pm shall be increased to that extent.~~
~~Example: Say in a contract of road work steel is not required (Ps-5%) Pm shall become 45% + 5% = 50% OR~~
~~Say cement & steel not required then Pm 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 struct accordance with the specifications. The contractor shall also confirm exactly fully and faithully to the designs, drawings and instructions in writing relating to the work signed by the Engineer-in-charge and lodged in his 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/RC 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 :-

Specifications as per NIT

Specifications as per S.O.R.

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.

Mode of measurement 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.SI. Code of building measurement is nor 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 Govvernment 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 therefrom the Directorate of inspection. All inspection charges will be payable by the contractors. (This clause may be struct off in the render is not for bridge work)

VARIATIONS :

Clause 13

PAYMENTS FOR VARIATIONS

Additions, Alterations in Specifications and Designs.

The Chief Municipal Officer 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 and such alterations, omissions, additions or substitution shall not invalidate the contract and any altered, additional works, 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 be 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 exceeds 25% (Twenty five percent)** of the amount of administrative approval. If such total value **exceeds 25% (Twenty five percent)** it shall be open to the contractor either to determine the contract or apply for extension. But in no case the contractor shall be entitled to any rate other than the accepted rate.

RATES FOR WORKS NOT IN SCHEDULE 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 identity such item/ items including approximate quantity of the contract and ask the contractor to submit his rates in writing supported by the requisite date within a period of 7 days. The Engineer-in-charge shall obtain approval/ modification of the proposed rate from the E.E., Municipal Corporation, BHILAI CHARODA 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 E.E., Municipal Corporation, BHILAI CHARODA then shall form a part of supplementary schedule of the contract agreement. If the contractor does not agree to the rate of the E.E., Municipal Corporation, BHILAI CHARODA then it shall be open for the Engineer-in-charge 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 accuring on account of this extra work wxecuted by alternative agency. If the contractor commences non-schedule work or incur expenditure in rehard thereto before the rates shall have been determined by the E.E., Municipal Corporation, BHILAI CHARODA then he shall be entited for payment for the work done as may be finally decided by the E.E., Municipal Corporation, BHILAI CHARODA. In the event of dispute the decision of the Mayor-in-Corporation, BHILAI CHARODA shall be final. Such a decision shall be given by the Mayor-in-Corporation 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 at such an approved rate by E.E., Municipal Corporation, BHILAI CHARODA.

Contractor may either determine his contract if variations exceeds 10 (ten)% of the contract value or may apply for extesion.

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 Engineer-in-charge 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 required the whole or part of the work to be carried our 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.

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 Engineer-in-charge 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 required the whole or part of the work to be carried out at alll 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.

In any such case except as provided hereunder, the contractor shall have not claim to any payment or compensation what so ever no account of any profit or advantage which he might have derived from the execution of the work in full, but which he did so derive in consequence of the fulll 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 altration having been made in the original specifications, drawing, designs and instruction, 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 Engineer-in-charge, provided they are not in excess of requirement and of approved quality and/ or shall be compensated for the loss, if any that the may be put to in respect of materials agreeds to be purchased by him, the amount of such compensation to be determined by the Engineer-in-charge 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 Engineer-in-charge, whose decision shall be dinal, 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 Engineer-in-charge, the labour could have been employed by the contractor else where 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 suspention of the work will be considered as permanent stoppage of the work, and the cotractor can determine the contractor 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 Engineer-in-charge or his subordinate in charge of the work, that any work that any work has been executed with unsound, imperfect or unskillful workmanship or with material of inferior quality or that any materials or articles provided by him for the execution of the work are unsound, or of a quality inferior to that contracted for, or are otherwise not in accordance with the contract, it shall lawful for the Engineer-in-charge to intimate this fact in writing to the contractor and then notwithstanding the fad that the work, materials or articles complained of may have been Inadvertently passed, certified and paid for contractor shall be bound forthwise 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 charge and cost, and in the event of his failling to do so with in a period to be specified by the Engineer-in-charge in the written intimation aforesaid, the contractor shall be liable to pay compensation at the rate of one percent onthe amount of contract put to tender every day not

exceeding ten days, during which the failur so, continues and in the case or any such failure the Engineer-in-charge may rectify or remove and re-execute the work or remove and replace the materials or articles complained of as the may be at the risk and expense in all respects of the contractor should the Engineer-in-charge 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 aceept to the same at secureduced rates as he may fix therefore.

WORK TO BE OPEN FOR INSPECTION CONTRACTOR OR RESPONSIBLE AGENT TO BE PRESENT

Clause 16 -

All work under or in course of executed in pursuance of the contract shall at all time be open to the inspection and supervision of the Engineer-in-charge 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 theEngineer-in-charge 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 the 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 Engineer-in-charge or his subordinate in charge of the work covering tip or otherwise placing beyond the reach or 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 Engineer-in-charge or his subordinate in charge of the work and if any work shall be covered up or placed beyond the reach of measurement with out 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.

CONTRACTOR LIABLE FOR DAMAGE ONE AND FOR IMPERFECTIONS AFTER CERTIFICATE OF COMPLETION

Clause 18 -

If the contractor or his work people or servants shall break, deface injure or destroy any part, of building in which they mae be working or any building, road, road curbs, fences, enclosures, water pipes, cables drains, elecric or telephone posts or wires trees grass or grassland or cultivated ground continous to the premises on which the work or any part it is being executed, or if any damage shall happen to the work while in progress, from any cause whatever, or any imperfentions become apparent the contractor shall make good the same at his own expenses or in default, the Engineer-in-charge may cause the same to be made good by other workmen and deduct the expense of which certificate of the Engineer-in-charge shall be final from any sums that may be then or at any time thereafter any become due to the contractor or from his security deposits or the proceeds of sale thereof or of a sufficient portion thereof the security deposit of tghe contractor to the extent of 50%

shall be refunded on his getting the completion certificate, provided that all the recoveries outstanding against him are realised Balance 25% of the amount shall be be refunded after 4 months in case of building work 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.

CONTRACTOR TO SUPPLY PLANT, LADDERS, SCAFFOLDING ETC.

Clause 19 -

The contractor shall supply at his own cost materials (except such special materials if any, as may in accordance with the contractor be supplied from the Engineer-in-charge's Stores) plants, tool, appliances, implements, ladders, cordage, tackle, scaffolding and temporary work requisite for the proper execution the work whether original, or altered or substituted, and whether included in the specification or other documents forming part of the contractor referred to in these condition or not or which may be necessary for the purpose of satisfying or complying with the requirement of the Engineer-in-charge as to any matter as to which under these conditions he is entitled to be satisfied or which he is entitled to required together with carriage there for to and fromthe 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 time and from time to time of the work, or materials, Failing his so doing the same may be provided by the Engineer-in-charge at the expenses of the contractor and the expenses may be deducted from any money due to the contractor under the contract, or from his security deposit or the proceeds of sale thereof, or of a sufficient portion thereof. Contractor is liable for damages arising from non-provision of lights fencing etc. The contractor shall also provide at his onw 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 precaution & to pay any damage and costs which may be awarded inany such suit, action or proceedings to any such person or which may with the consent of the contractor be paid to comprovise any claim by any such person.

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

Clause 20 -

In every case in which by virtue of the provision of section 12, sub-section (1) of the workman's compensation Act 1923 Municipal Corporation is obliged to pay compensation to a workman employed by the contractor in execution of the works, Municipal Corporation will recover from the contractor the amount of compensation so paid and without prejudice to the rights of Municipal Corporation under section (1) sub-section (2) of the sand Act Municipal Corporation shall be at liberty to recover the amount or any part there of by deducting it from the security deposit or from any sum due by Municipal Corporation to the contractor whether under this contract of otherwise Municipal Corporation may not be bound to contest any claim made against under section-12 sub-section (1) of the said Act except on the written request of the contractor and upon his giving to Municipal Corporation full security for all cases for which Municipal Corporation 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, who will be the Engineer-in-charge.

Clause 22 -

Labour below the are of 14 years - No labour below the age of 14 years shall be employee on the work.

FAIR WAGE

Clause 23 -

The contractor shall pay not less than fair wage to labour engaged by him on the work Exsplanation -

(a) Fair wage means wage(s) whether for time or piece work notified during the period execution of contract for the work and where such wages have not been so notified, the wages prescribed by the works Department SOR for that period.

(b) The contractor shall, notwithstanding the provisions of any contract to the contrary cause to be paid a fair wage to labours indirectly engaged on the work including any labour engaged by hi sub-contractors in connection with the said work, as if the labourers has 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 clause to be compled with the Labour Act in force.

(d) The Executive Engineer / Assistant Engineer 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 reasons of non-fulfillment to the conditions of the contract for the benefit of the workers nonpayment of wages or deductions made from their wages, which are not justified by the terms of the contractor 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 prijudice 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 breack thereof shall be deemed to be a breach of this contract.

Clause 24 -

SUBLETTING OR WORKS :-

The contract may be rescinded, for subletting the work beyond permissible limits as per clause 7.1 of appendix2.10 or if contractor becomes insolvent. The contractor 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 maek any composition with his creditors, or attempt to do so or if any gratuity, gift, loan perquisite, reward of and advantage percuniary or otherwise, shall either directly or indirectly be given promised or offered by the contractor or any of his servants of 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 of person shall become in any way directly or indirectly interested in the contract, the Executive-Engineer may there upon by notice in writing rescind the contract and the S.D. of the contractor shall three upon stand

forfeited and be absolutely at the disposal of Government and the same consequence shall ensure as if the contract had been rescinded under clause 3 thereof, and in addition the condition shall not be entitled to recover or be paid for any work thereto for actually performed under the contact. Any such assignment/ subletting within the limit of 25% by the authority tho has accepted the tenders OR 50% by the next higher accepting the tender 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 with/ without materials, this shall not amount to subletting of the contract.

24.1 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.

Sum payable by way of Compensation to be considered as Reasonable Compensation without reference to actual loss.

Clause 25 -

All sums payable by way of compensation under any of these conditions shall be consideration as reasonable compensation to be applied to the use of Commissioner, Municipal Corporation, BHILAI CHARODA without reference to the actual loss or damage sustained, and whether or not any damage shall have been sustained.

CHANGE IN THE CONSTITUTION OF FIRM

Clause 26 -

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

WORK TO BE UNDER DIRECTION OF EXECUTIVE ENGINEER/ E.E. - MUNICIPAL CORPORATION

Clause 27 -

All works to be executed under the contract shall be executed under the direction and subject to the approval in all respect of the Executive Engineer/ Commissioner, Municipal Corporation of the Municipal Corporation 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.

ARBITRATION CLAUSE

Clause 28 -

Excepts asa otherwise provided in this contract all question and dispute relating to the meaning of the specification, designs, drawings and instruction therein 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 failur to execute the same, whether arising during the progress of the work, or a after the abandonment there of shall be referred to Commissioner, Municipal Corporation for his decision, within a period of 30 (thirty) days of such an occurrence(s). There upon the Commissioner, Municipal Corporation shall give his written instruction and/or decisions, after hearing the contractor and Executive Engineer within a period of 15 (fifteen) days of such request. Thie period can be extended by mutual consent of parties.

Upon receipt of written instruction or decisions, of Commissioner, Municipal Corporation the parties shall promptly without delay to comply such instructions or decisions. If the Commissioner, Municipal Corporation fails to give his instruction or decision in writing within a period of 15 (fifteen) days or mutually agreed time after being requested and/or if the part(es) is/are aggrieved against the decision of the Commissioner, Municipal Corporation the aggrieved party may within 30 days prefer an appeal to the Mayor-in-Corporation, who shall afford an opportunity to the parties of being heard and to offer evidence in support of this appeal. The Mayor-in-Corporation will give his decision within 30(thirty) days, or such, mutually agreed period.

If any party is not satisfied with the decision of Mayor-in-Corporation he can file the petition for resolving the dispute through arbitration in the 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 conditions of the agreement shall be continued by the Executive Engineer in accordance with clause 8 above.

LUMP-SUM IN ESTIMATE :

Clause 29 -

When the estimate on which a tender is made includes lump sums in respect of part of the works, the contractor shall 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 Engineer-in-charge, capable of measurement, the Engineer-in-charge may at the his discretion pay the lump sum amount entered in the estimates and the certificate in writing of the Engineer-in-charge shall be final and conclusive against the contracrtor 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 the work shall be carried out in accordance with the specifiation approved by Mayor-in-Corporation contractor's percentage whether applied to net or gross amount's 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 the tender are approximate and no claim shall be entertained for quantities of work executed being either more or less than those in the tender of estimate. This is subject to the limitations as provided for in clause 13 and 14 above.

CLAIM FOR COMPENSATION FOR DELAY IN STARDING 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 -

If Government declare a scarcity of famine to exist in any village situated within sixteen kilometers 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 Executive Engineer or by any person to whom the Executive Engineer may have delegated this duty in writing to be in ned of relief and shall be bound to pay 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 Executive Engineer whose decision shall be final and binding on the contractor.

Clause 35 -

ROYALTY ON MINOR MINERALS

The contractor shall pay all quarry, Royalty charge etc. If the contractor fails to produce the royalty clearance certificate from concerned department then the Executive Engineer shall deduct the royalty charges from his bills and keep in deposit head, which shall be refunded to the contractor or production of royalty clearance certificate from the concerned department. If he fails to produce the royalty clearance certificate with in 30 days of submission of final bill, then royalty charges which was keep under deposit head by the Executive Engineer shall be deposited to the concerned department and his final bill payment shall be released. Any change in the roylty 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 reibursed/ deducted on actual basis.

TECHNIAL EXAMINATION

Clause 36 -

The Municipal Corporation shall have the right to cause Audit and Technical Examination of the works and the final bill of the contractor including all supporting vouchers, abstracts etc. to be made as per payments of the final bill 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 has 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 Municipal Corporation to recover the same from the security deposit of the contractor or from any dues payable to the contractor from the Municipal Corporation account if it is found that the contractor was paid lessor 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 Municipal Corporation to the contractor.

In the case of any audit examination and recovery consequent on the contractor shall be given an opportunity to explain his case and decision of the Commissioner, Municipal Corporation shall be final.

In the case of Technical Audit consequent on which there ia a recovery from the contractor no recovery should be made without orders of the Mayor-in-Corporation whose decision shall be final. All action under this clause should be intiated and intimated to the contractor within a period of Twenty four month from the date of completion of work.

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 monors the contract shall be closed without levying and damages/ compensation as provided for in clause 3 of the contract agreement.

DEATH OF PERMANENT INVALIDITY OF CONTRACTOR :

Clause 38 -

On the breach of any term or condition of this contract of said Commissioner, - Municipal Corporation 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 an compensation for the said breach but without prejudice to the right of the E.E. - Municipal Corporation to recover further sums as damages from any sums due or which may become due to the contract by Municipal Corporation or otherwise howsoever.

NOTICE TO THE CONTRACTOR TO START WORK

Your contract for the work ..... has been accepted by Commissioner, Municipal Corporation on behalf of the Municipal Corporation, BHILAI CHARODA of Chhattisgarh on the ..... day of ..... 200 ..... and you are hereby ordered to commence the work. The commencement date reckoned shall be .....

Signature
Executive Engineer
Municipal Corporation,
BHILAI CHARODA

The above motive to be contractor(s) to commence work from the reckoned ..... day of ..... (month) ..... 200 ..... (year) was issued vide this office memorandum No. ..... dated the ..... 200 .....

Signature of Contractor

Signature

Executive Engineer
Municipal Corporation, BHILAI CHARODA

सामान्य शर्ते

1. धरोहर राशि राष्ट्रीयकृत बैंक की एफ.डी.आर. स्वीकार की जावेगी । निविदा स्पीड पोस्ट अथवा रजिस्ट्रर्ड डाक से ही स्वीकार किये जावेंगे । निर्धारित समय पश्चात् डाक में विलंब पर या किन्ही कारणों से विलंब होने पर एवं अन्य माध्यम से प्राप्त होने पर निविदा स्वीकार योग्य नहीं होगी ।
2. एकीकृत पंजीयन प्रणाली अंतर्गत जीवित पंजीयन की प्रमाणित प्रति संलग्न करना आवश्यक होगा।
3. निविदा स्वीकृतकर्ता पदाधिकारी को किसी भी निविदा को अथवा समस्त निविदाओं को बिना कारण बताये स्वीकृत अथवा अस्वीकृत करने का अधिकार होगा ।
4. उपकर अधिनियम 1996 के अंतर्गत 1% अतिरिक्त प्रत्येक देयक से कटौती की जाएगी ।
5. एस.ओ.आर. से 10 प्रतिशत कम निविदा दर प्रस्तुत करने पर 10 प्रतिशत के बाद जितनी दरें कम प्रस्तुत की जावेगी उनकी प्रतिशत के लागत मूल्य की अतिरिक्त अमानत राशि जमा करनी होगी।
6. निविदा से संबधित अन्य जानकारी कार्यालय दिवस व समय में अवलोकन कर सकते है।
7. अपरिहार्य कारणो से यदि निविदा प्रपत्र प्रदाय अथवा निविदा प्राप्ति की अंतिम तिथि को अवकाश घोषित होता है तो ऐसी स्थिति में निविदा प्रदाय/निविदा प्राप्ति की अंतिम तिथि आगामी कार्य दिवस को माना जावेगा ।
8. सीमेंट क्रांकीट मार्ग के निविदा में 3.00 मी अथवा अधिका चौडाई के सडको का निर्माण टाईमिक्स पद्धति से किया जाना अनिवार्य है । जिसके लिए पृथक से किसी प्रकार का भुगतान देय नहीं होगा ।

कार्यपालन अभियंता
नगर पालिक निगम
भिलाई चरोदा