

APPENDIX 2.10-A

(See paragraph 2.079)

PART – I

Format of Tender Notice for Publication on Web site and Tender Document

GOVERNMENT OF CHHATTISGARH DEPARTMENT
OFFICE.....

SYSTEM TENDER NO:..... . NIT NO Dated:.....

e-Procurement Tender Notice

Main Portal : <http://cgeprocurement.etenders.in>

(Department's name) Portal : [http://cgeprocurement.etenders.in](http://.....cgeprocurement.etenders.in)

Online tenders for the works (s) mentioned below are invited on behalf of the Governor of Chhattisgarh in Form from the contractors who are registered in Class in..... . Department and get registered / enrolled and also get empanelled on GoC. e-Procurement System <http://cgeprocurement.etenders.in> through the department's Sub-Portal <http://.....cgeprocurement.etenders.in> as per the 'key Dates' mentioned below . All other conditions for submission of tenders and criteria for pre-qualification etc. have been mentioned in the tender documents and prequalification documents.

Sr. No.	Name of work	Probable Amount of Contract	Earnest Money (EMD)	Bid Submission fees	Eligible class of Contractor	Time allowed for completion
1	2	3	4	5	6	7
				Rs.____ to be paid online through Payment Gateway at the time of Bid Preparation and Hash Submission		

The tender document can be downloaded free of cost from the portal (website) http://____.cgeprocurement.etenders.in in directly shall be submitted online only after making the payment of Bid Submission fees online.

All bid related activities (Process) like Tender Document Download , Bid Preparation and Hash Submission, Bid Submission and submission of EMD and other documents will be governed by the time schedule given under 'key Dates' below:-

Key Dates:

S. No.	Department's Stage	Contractor/Tenderer stage	From		To		Remarks
			Date	Time	Date	Time	
1	Release of tender						
2		Tender Downloaded					Technical envelop, price bid envelop
3		Bid Preparation					Technical envelop, price bid envelop
4	Close for bidding (Generation of Super Hash)						Technical envelop, price bid envelop
5		Submit bids online					Technical envelop, price bid envelop
6		Physical submission of EMD in Env. A(by post)					
7	Technical Bid Opening						Technical envelop
8	Evaluation of Technical Bid						Technical envelop
9	Price Bid Opening						Price Bid Envelop
	Evaluation of Financial Bid						Price Bid Envelop
		Item Rate Form					Price Bid Envelop
	View Item Rate Form						Price Bid Envelop
	Tender Award						Technical Envelope, Price Bid Envelope

The bids of the contractors have to be digitally signed by the Digital Certificate of the Contractor before submitting the bids online.

All the contractors are required to submit Envelope 'A' physically containing the following:

1. The Earnest Money Deposit (EMD) as specified in the Tender - documents.
2. Attested copy of Registration certificates.
3. Attested copy of valid Solvency certificate or registration amendment certificate in respect of submission of interest bearing instrument as security.

Envelope- A should be submitted in the office mentioned below, only through Registered Post / Speed post

Address:_____

The contractors shall also upload the scanned copy of EMD instrument along with other details during Online Bidding submission Process.

<Name of the Office >

<Address>

PART II

GOVERNMENT OF CHHATTISGARH

..... DEPARTMENT

Notice Inviting Tenders

Public Works Contracts

Tender Notice No.....

- 2.1 Sealed percentage rate tenders based on schedule of rates (S.O.R.) for Water Resources Department in Chhattisgarh in force from /item rate tenders for following works in form A/B will be received at the office of the up to 5.30 PM on the from the categories to class contract or registered in the office of the Engineer-in- Chief/ Chief Engineer/Superintending Engineer /Executive Engineer Department of Chhattisgarh.

OR

Online for E-Procurement as the case may be.

- (1) Name of work
- (2) Amount of the estimate
- (3) Probable amount of contract
- (4) Time allowed for completion Months from the date of issue of work order (excluding 3 months of monsoon period.)

The contractor may tender for any one or more works within his financial capacity to tender, but earnest money will be payable separately for each work tendered for.

2.1.1 to 2.1.6 - Deleted.

2.2.1 **Applicable for percentage rate tender–Form A only:-**

The percentage of tender above or below to the Schedule of Rates for Water Resources Department in Chhattisgarh in force from 01.12..... inclusive of all correction slips up to the date of issue of the tender notice.

The percentage above or below as the case may be as tendered in clause 4.2.1 of agreement form A shall be calculated in the amount of the bill for the work done after deducting the cost of materials supplied by the department at rates specified in the agreement.

2.2.2. All overwriting should be neatly scored out and rewritten and correction should be duly attested prior to the submission of the tender.

Tender not specified percentage above or below the current S.O.R. as tendered in clause 4.2.1 of agreement form A will be treated as invalid.

If there is any difference between the amount in words and figures written in the tender forms by the contractor, the lesser amount will be treated as valid. If the contractor is not ready to accept the amount so fixed in the above manner and declines to do the work, earnest money deposited by the contractor shall be forfeited.

2.3.1 Blank forms of tender can be obtained from the office of the on payment of Rs..... for each form and the plans and specifications of the work may be seen and all other particulars ascertained during office hours on any working day after the date on which the notice is affixed on the notice board in the office of the Executive Engineer and before the last date on which the tenders are to be received.

OR

For E-procurement the tender document can be downloaded free of cost.

2.3.2. The estimated figures of quantities and cost shown in the tender document are not guaranteed for contract but merely given as rough guidance.

2.3.3. Each tenderer should carefully examine the drawings, specifications. Special conditions and other particulars etc. and visit the site of works and fully satisfy and acquaint himself about the nature, location of the work, the surface condition, quality and quantity of materials required, the character of equipment and ancillaries needed preliminary to and during the execution of the work and general and local conditions which may affect the work or its cost.

2.4.1. No tender will be received without a deposit of earnest money of Rs.(in words.Rs.....) in a separate sealed cover duly superscribed. The earnest money will be returned to the unsuccessful tenderers on the rejection of their tenders or earlier as may be decided by the competent authority and will be retained from the successful tenderer as part of security deposit.

2.4.2. The rate of earnest money to be submitted by the intending contractors will be as under :-

(i) For tenders upto Rs. 1 Lakh .	3 Percent
(ii) For tenders more than Rs. 1 Lakh and upto Rs. 5 Lakhs	1.5 percent subject to a minimum of Rs. 3000
(iii) For tenders more than Rs. 5 Lakhs and upto Rs. 2 crores	1 percent subject to a minimum of Rs. 7500
(iv) (a) For tenders above Rs. 2 crores and upto Rs. 10 crores	0.75 percent subject to a minimum of Rs. 2 Lakhs.
(b) For tenders above Rs. 10 crores.	0.50% Subject to a minimum of Rs. 7.50 Lacs
(v) For unemployment engineer (tender upto Rs. 10.00 Lacs)	Nil.

2.5.1 Where the amount of the earnest money to be deposited is more than Rs. 500 amount should be deposited in the treasury / State Bank of India and the chalan should be enclosed with tender. If however instead of depositing the earnest money in cash in treasury, a contractor wishes to deposit the same in any of the following firms, he should be permitted to do so :

- (i) Treasury receipts
- (ii) National Savings Certificates
- (iii) Treasury Bonds
- (iv) Approved interest bearing Securities
- (v) Government Promissory Notes in National Plan Loans.
- (vi) Post Office Cash Certificates
- (vii) 10 years Treasury Saving / Deposit Certificates
- (viii) 12 years National Saving Certificates.
- (ix) 10 years Defence Deposit Certificates
- (x) National Saving Certificate duly hypothecated in the name of Government of C.G.
- (xi) Demand draft SBI or Scheduled Banks.
- (xii) Bank drafts issued by big Urban Banks whose working capital exceed Rs. 5 Crores and by "A", "B" and "C" class Central / Co- operative Banks / Non-Scheduled State Co- operative Banks subject to the condition that the drafts are encashed by the accepting authority as soon as they are received. The contracts allotted only the encashment of drafts as per M.P.F.D. No. F/2/18/77/R/5 (iv) 13-2-1978.

2.5.2 The earnest money in one of the prescribed forms should be produced/ sent separately and not kept in the covers containing the tenders and if the earnest money is not in accordance with the prescribed mode the tenders would be returned unopened to the tenderer.

- 2.6. The intending tenderers from other States may remit the Earnest Money to the Executive Engineer in the form of Bank Draft of the State Bank of India or any other Scheduled Bank of the district where the office of the Executive Engineer is situated.
- 2.7 Earnest money which has been deposited for a particular work will not ordinarily be adjusted towards the earnest money for another work, but if tender of a contractor for a work in the same division has been rejected and the earnest money has not been refunded to him due to some reason it may be so adjusted by Executive Engineer.
- 2.7.1 **Applicable to percentage rate Tenders – Forms A only.**- The percentage tendered by the contractor will only apply to those rates which find place in the Unified Schedule of Rates of Water Resources Department in force from 01-12-..... or have been derived from the said schedule of rates and not to other items of work.
- 2.8 – The security deposit shall be 5% of the amount of contract.
- 2.8.1. **–Security for Performance :-** Security for Performance deposit @ 15% of the amount payable to the contractor, for work of the contract. from its running bills, shall be deducted till 70% of the agreed amount of the work is completed by the contractor. The 70% of contract amount shall not include any additional item/quantity. This security for performance shall be refunded to the contractor immediately after satisfactory completion of the work.
- 2.8.2 - **Unbalanced Tender :-**
 In item rate tender if the tender rate of some items are very much higher than the estimated rates and for some other items of work to be executed in later stage or otherwise, the rates quoted by contractor is much lower than the estimated rates, then this type of tender is known as an “Unbalanced Tender”.
 Payment of running bills of all items in unbalanced item rate tenders.(In which quoted rates are very much higher than the overall tender percentage) should be made at the estimated rates of those items and payment of difference amount should not be paid to the contractor, and should be kept as “additional security deposit”.
 This additional security deposit shall be paid to the contractor in proportion of the items of lower rates being completed by the contractor. The procedure of payment of this additional security deposit shall be fixed by the officer accepting / sanctioning the tender. The authority sanctioning the unbalance tender shall mention the above procedure in writing at the time of sanctioning such tender so that this may become a part of the agreement.
- 2.9 The authority competent to accept a tender reserves the right of accepting the tender for the whole work or for a distinct part of it, or of distributing the work between one or more tenders.

- 2.10 The tenderer whose tender has been accepted (hereinafter 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 acceptance of his tender by the competent authority. Failure to do so will result in the earnest money being forfeited to Government and tender being cancelled.
- 2.11 The submission of a tender by a contractor implies that he has read the notice and conditions of tender and contract and has made himself aware of the scope and specifications of the work to be done and has seen the quarries with their approaches, sites of works etc. and satisfied himself regarding the suitability of the materials at the quarries. The responsibility of opening of new quarries and construction and maintenance of approaches thereto shall lie wholly with the contractor
- 2.12. The contractor shall not, without the prior approval of the competent authority in writing, sublet or assign to any other party or parties the whole or any portion of the work under the contract. Even where such approval is granted the contractor shall not be relieved of any obligation, duty or responsibility which he undertakes under the contract.
- 2.13. All the conditions of the tender notice will be binding on the contractor and will form a part of the agreement to be executed by the contractor in addition to the conditions of contract in the prescribed forms and special conditions of contract.
- 2.14. Conditional tenders are liable to be rejected.
- 2.15. The tender will be opened at the time and place stated in para. 2.1 by the in the presence of the tenderers or their duly authorized agents who may choose to attend. The (as in para. 2.1) under unavoidable circumstances may depute another officer in his absence to receive and open tenders on his behalf.
- 2.16. The does not bind himself to accept or to recommend for the acceptance of the tender to higher authority the lowest or any tender.
- 2.17.1 All dues regarding taxes including the commercial tax, Octroi duties, etc. levied on the contractor's work by Government and Local bodies or private individuals will be payable by the contractor. The Works Department will grant a certificate for the quantities actually used on the work but will not entertain any claim on this account.
- 2.17.2. The royalty charges for extracting minor minerals for Government work will be paid by the contractor to the Collector or local body as per rules.
- 2.17.3. Income Tax at the rate of from any sum payable to the contractor shall at the time of credit of such sum or at the time of payment to the contractor by cash, cheque

or Draft or any other mode shall be deducted at the source from his running, final or any type of payment for this contract as per section 194 of Income – tax Act, 1961.

- 2.17.4. It is open to the contractor or the Sub-Contractor as the case may be to make an application to the Income Tax Officer concerned and obtain from him a Certificate authorizing the payer to deduct tax at such lower rate or deduct no tax as may be appropriate to his case. Such certificate will be valid for the period specified therein unless it is cancelled by the Income Tax Officer earlier.

Model Rules for Water Supply, Sanitation in Labour Camps

- 2.18. The contractor will be bound to follow the Madhya Pradesh Model Rules relating to lay out of water supply and sanitation in labour camps (vide Annexure A).

Fair Wages to Labourers

- 2.19 The contractor shall pay not less than fair wages to labourers engaged by him on the work (copy of rules enclosed vide Annexure B.)

Right to Take up Work Departmentally or to Award on Contract

- 2.20. The Engineer-in-charge reserves the right to take up departmental work or to award works on contract in the vicinity without prejudice to the terms of contract.

Issue of Materials by the Department

- 2.21.1. The following materials will be supplied by the Department.

S.No.	Name of Articles	Unit	Rate	Place of Delivery
1.				
2.				
3.				

2.21.2. Deleted

2.21.3. Deleted

2.21.4. Deleted.

Departmental Supply of Iron and Steel

- 2.22.1. Iron and Steel will be supplied by the department and their cost debited to the work. Only labourer rate as tendered by the contractor for cutting and binding, and fixing in

position etc. of the steel for reinforcement will be paid in respect of quantity of iron/ steel supplied by the department.

- 2.22.2. In case of departmental supply of steel, all waste pieces will be returned by the contractor to the department. If the waste pieces exceed 3 percent that excess will be charged to the contractor at departmental issue rate plus usual departmental charges. The waste pieces of only reasonable size and quality will be accepted. Decision of the Engineer-in-Charge about the reasonableness will be final and binding on the contractor.

Delay in Supply of Departmental Materials

- 2.22.3. 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 competent authority if applied for by the contractor before the expiry of the contract.

Lead and Lift for Water

- 2.23 No lead and lift for carting of water will be paid.
- 2.24. **Application for percentage Tenders Form–A only.-** Carting of materials will be allowed as per actual lead limited to the lead provided in the enclosed statement vide Annexure C. The Superintending Engineer shall have power to change the quarries and allow longer leads provided the extra cost for each kind of materials does not exceed 20 per cent of the cost of lead.
- 2.25. **Applicable for item rate tenders – Form B only.-** Materials to be used on work specified in the contract will be only from the quarries specified in Annexure C. If the changes of quarries, from those mentioned in Annexure C, are necessitated due to any reason during the execution of work, such changes will be made only with the approval of the Superintending Engineer given in writing. Any alterations of items affected by change of such quarries will be governed by the clauses 4.3.13.1, 4.3.13.2 & 4.3.13.3 of the Agreement in form B.
- 2.26. If in a quarry, material of more than one quality is found the material of the best quality as approved by the Executive Engineer shall be used by the contractor.
- 2.27. Deleted.
- 2.28. The contractor shall execute the work as per detailed specifications part incorporated in the tender document and in accordance with the approved drawing and special conditions incorporated in the tender documents.

Schedule of Main Items of Works to be executed

- 2.29 A schedule of main items of work to be executed is enclosed vide Annexure I.

List of Works in Hand

- 2.30. Tenders must be accompanied by a list of contracts already held by the tenderer at the time of submitting the tenders in Chhattisgarh Water Resources Department and elsewhere as per Annexure – K.

Removal of Unsuitable or Undesirable Employees of Contractor

- 2.31. The contractor shall on receipt of the requisition from the Executive Engineer at once remove any person employed by him on the work who in the opinion of Executive Engineer is unsuitable or undesirable.

Recovery of Amount due to Government from Contractor

- 2.32. Any amount due to Government from the contractor on any account concerning work may be recovered from him as arrear of land revenue.

Transport of Materials is Contractor's Responsibility

- 2.33. The contractor shall make his own arrangement for transport of all materials. The Government is not bound to arrange for priorities for getting wagon or any other materials though all possible assistance by way of recommendation will be given, if it is found necessary in the opinion of the Engineer-in-Charge. If it proves ineffective, the contractor shall have no claim for any compensation on this account.

Arrangements of Tools and Plants

- 2.34.1. The contractor shall arrange at his own cost tools and plant required for proper execution of work. It should be carefully noted that the plant and machinery as listed (Annexure-E) may be supplied by the Government under the orders of Superintending Engineer/Engineer-in-Charge of the work, if available and considered necessary in the interest of work on the conditions, terms and rates as specified in the annexure-E. The contractor will have to execute the agreement for hiring the machine, if required to do so by the Engineer-in-Charge in the prescribed form, Appended herein, vide Annexure F.
- 2.34.2. Items, if any, other than those referred in Annexure E will also be supplied by the Government if available on conditions and payments as may be fixed by the department at the time of loaning the plant.

Increase or Decrease of Items of Work

- 2.35. The competent authority reserves the right to increase or decrease any item of the work during the currency of the contract and contractor will be bound to comply with

the order of the competent authority in the manner described in clause 4.3.13.1, 4.3.13.2, and 4.3.13.3 of agreement without any claim for compensation.

Execution of Work according to Time Schedule

- 2.36 The work shall be done by the contractor according to the time schedule fixed by competent authority.

Canvassing or Support for Acceptance of tender

- 2.37. Canvassing or support in any form for the acceptance of any tender is strictly prohibited. Any tenderer doing so will render himself liable to penalties which may include removal of his name from the register of approved contractors.

Responsibilities for Leaking of Building during Rainy Season

- 2.38. It will be the responsibility of the contractor to see that the building does not leak during the period of first rainy season of tiled and sheet roof and two consecutive rainy seasons in respect of terraced roof after its completion and he will make good and replace all the defective work on this account.

List of Persons Employed by Contractor

- 2.39. The contractor shall not be permitted to tender for works in the Division/Circle (responsible for award and execution of contracts) in which his near relative is posted as Divisional Accountant or as an officer in any capacity between the grades of Superintending Engineer and Assistant Engineer (both inclusive). A list showing the names of the persons who are working with the contractor and are near relatives to any gazetted officer in the Department including Secretariat should also be appended to the tender. He should also intimate to the E.E. the names of subsequently employed persons who are near relatives to any gazetted officer in Department or Divisional Accountant in Division. Any breach of this condition by the contractor would render him liable to be removed from the approved list of contractors of this Department.

Note.- By the term near relative is meant son, grand-son, father, mother, spouse, brother, sister, brother-in-law, father-in-law, and mother-in-law.

Price Adjustment

2.40.1. **No claim for price adjustment on account of any reason** whatsoever shall be entertained if construction period as per Notice Inviting Tenders is not more than 12 months. If construction period is more than 12 months the amount paid to the contractor for work shall be adjusted quarterly for increase or decrease in the rate of labour, material and P.O.L. excepting those materials supplied by the Government (as per Annexure -L). For this purpose quarters would be January to March, April, to June, July to September and October to December and the month/ date of opening tenders means the month / date prescribed in N.I.T. for opening the tender.

(A) Labour:

Increase or decrease in the cost due to labour shall be calculated quarterly in accordance with the following formula:-

$$V_L = 0.75 \times \frac{P_L}{100} \times R \times \frac{(L-L_0)}{L_0}$$

Where, V_L = increase or decrease in the cost of work due to labour during the quarter.

R = the value of work done in Rupees during the quarter.

L_0 = the average consumer price index for industrial workers (wholesale prices) as applicable at (nearest place for which the indices are published) for the month in which the tender were opened.

L = The average consumer price index for industrial workers (wholesale price for the quarter) as applicable atnearest place for which the indices are published) for the quarter under consideration.

P_L = Percentage of labour component shall be

Note.- The index numbers of wholesale prices in India (all commodities) shall be as published by the Government of India, Ministry of Labour, Labour Bureau, Shimla shall be the basis for calculations

(B) Materials (other than P.O.L)

The increase or decrease in cost of materials other than those supplied by Government at fixed rate shall be calculated quarterly in accordance with the following formula;-

$$V_m = 0.75 \times \frac{(M-M_0)}{M_0} \times R \times \frac{P_m}{100}$$

Where, V_m = The increase or decrease in the cost of works due to such materials during the quarter.

R = value of work done in Rupees during quarter.

Mo = The index number of wholesale prices in India (all commodities) for the month in which tenders were opened.

M = The average index number of wholesale prices in India (all commodities) for the quarter under consideration.

Pm = Percentage of such materials component which be.....

Note:- The index numbers of wholesale prices in India (all commodities) shall be as published by the Government of India, Ministry of Industry ,Office of the Economics Adviser.

(C) P.O.L

The increase or decrease in the cost of the P.O.L. shall be calculated quarterly in accordance with the following formula:-

$$V_p = 0.75 \times \frac{P_p}{100} \times R \times \frac{(P - P_o)}{P_o}$$

Where, Vp = increase or decrease in the cost of works due to P. O. L. during the quarter under consideration.

R = value of work done in Rupees during the quarter.

Po = the price of H.S.D. Oil at.....
on the date on which tenders were opened.

p = the average price of H.S.D. Oil atduring the quarter under consideration.

Pp = percentage of P.O.L. component shall be.....

2.40.2 The price adjustment clause shall be applicable only for the work that is carried out within the stipulated time or extension there of due to reasons as are not attributable to the contractor.

2.40.3 For the purpose of price adjustment amount of work done ("R" in the above formulae) during each quarter would mean value of work of completed items done plus value of the materials on which secured advance has been granted during the quarter, less the value of the materials in respect of such secured advance that has been recovered during the quarter.

2.40.4 No claims for price adjustment other than these provided herein shall be entertained.

Validity of offer

2.41. The period of validity of offer of tenders will be as follows:-

(i)	Tenders within the competence of sanction of Executive Engineer i.e. up to Rs. 30 Lakhs.	2 Months
(ii)	Tenders within the competence of sanction of Superintending Engineer i.e. up to Rs. 80 Lakhs	3 months
(iii)	Tenders within the competence of sanction of Chief Engineer i.e. up to Rs.2 Crores	4 months
(iv)	Tenders with in the competence of Engineer-in-Chief i.e. upto 5 Crore	5 Months
(v)	Tenders within the competence of sanction of Government.	6 months

Bank Commission Charges

2.42 Bank commission charges in all payments by demand drafts outside the state will not be borne by the State Government but by the supplier/firm/ contractor himself.

Force Majeure

2.43 Should failure in performance of any part of this contract arise from war, insurrection, restraint imposed by Government, act of Legislature or other authority, stoppage or hindrance in the supply of raw materials, or fuel, explosion, accident, strike, riot, lock-out, or other disorganization of labour or transport, break down of machine, flood, fire, act of God, or any inevitable or unforeseen event beyond human control directly or indirectly interfering with the supply of stores or from any cause which may be a reasonable ground for an extension of time, the competent authority will allow such additional time as he considers to be justified in the circumstances of the case. No compensation will be payable to the contractor for any loss incurred by him due to these reasons.

2.44. Each tenderer shall supply the name, residence and place of business of the person or persons giving the tender and shall be signed by the tenderer with his usual signature. When tender is given by partnerships the full names of all partners shall be furnished. An attested copy of the constitution of the firm and the registered number of the firm, shall be furnished. In such a case the tender must be signed separately by each partner thereof or in the event of the absence of any partner it must be signed on his behalf by a person holding a power of attorney authorising him to do so. Tenders by a corporation shall be signed with legal name of the corporation followed by the name of the state of in--corporation and by signature and by designation of the president, secretary or other persons authorised to bind it in the matter.

2.45.1. The tender shall be submitted with the declaration that the contractor has successfully carried out large works of this nature and has adequate organisation, machinery and experienced personnel to handle jobs of this type and magnitude.

2.45.2. **A brief description of large works previously executed by tenderer.**- After the tender has been opened, any tenderer may be required to submit detailed particulars of such works along with the manner of their execution and other information that will satisfy the officer receiving the tender that the contractor has adequate organisation, including experienced personnel to execute vigorously the work to be carried out as per these specification.

2.45.3. (a) The contractor shall employ the following technical staff during the execution of works:-

1. One Graduate Engineer, when cost of the work to be executed is more than Rs. 1 crore.
 2. One Diploma-holder Sub-Engineer, when the cost of the work to be executed is Rs. 10 Lakh and more but not more than Rs. 1.00 Crore.
- (b) The technical staff should be available at site whenever required by the Engineer-in-Charge to take instructions.
- (c) In case the contractor fails to employ the technical staff as aforesaid, Government shall have the right to take suitable remedial measures.
- (d) The contractor should give names and other details of the Graduate Engineer, diploma holder Sub-Engineer whom he intends to employ or if under employment, on the work at the time he commences the work.
- (e) The contractor should give a certificate to the effect that Engineer, Diploma-holder Sub-Engineer is exclusively in his employment:
Provided that,-
- (1) An engineer or sub-Engineer may look after more than one work in the same locality but the total value of works under him should not exceed Rs. Rs.5.00 crore in case of an engineer and 1.00 crore in the case of a Sub-Engineer.
 - (2) It is not necessary for a contractor (or partner) in case of firm/ company who is himself an Engineer/Sub-Engineer to employ another Engineer/Sub-Engineer for the supervision of the work so long as the contractor /partner does work similar to what could have been done by an employed Engineer/Sub-Engineer.
 - (3) A retired Engineer/ Assistant Engineer who is holding diploma may be treated at par with the graduate engineer for the operation of the above clause.

- In case the contractor fails to employ the technical staff as aforesaid, he shall be liable to pay to the Government a sum of Rs. 5,000 (Five thousand only) for each month of default in the case of graduate engineer and Rs.2,500 (Two thousand five hundred only) for each month of default in the case of Diploma-holder Sub-Engineer.
- 2.46. The contractor should also give the following information invariably on cover containing the tender:-
- (a) Name and address of the contractor.
 - (b) Class in which he is registered.
 - (c) Amount of earnest money deposited and No. and date of money receipt etc.
- 2.47 Tender documents have to be completed and submitted with all the document required in the tender notice. Following is the summary of the documents required to be submitted with the completed tender form.
- (i) The name, residence and place of business etc. of the tenderer vide clause 2.43 above.
 - (ii) Details of contracts already held by the tenderer vide clause 2.29 above.
 - (iii) Receipt of earnest money deposited vide clause 2.5.1. above or surety bond form bank.
 - (iv) Income –tax clearance Certificate vide clause 2.27 above.
 - (v) A list of near relatives of the tenderer working in Chhattisgarh.....department vide clause 2.38 above see annexure J
 - (vi) Attested copy of the constitution of firm (if required) and power of attorney, as required vide clause 2.43.
 - (vii) A declaration that there has been no conviction / imprisonment for an offence involving moral turpitude.
 - (viii) Declaration and description as required vide clause 2.44.1 and 2.44.2
- 2.48. The contractor shall obtain a valid license under the contract (regulation and Abolition). Act in force and rules made there under by competent authority from time to time before commencement of work and continue to have a valid license until the completion of the work.

PART III

SPECIAL CONDITIONS

- 3.1. **General.-** The special conditions are supplementary instructions to the tenders and **would from part of the contract.**
- 3.2. Drawings given, listed and indexed in part will form part of the contract.

The above drawings show the work to be done as definitely and in such details as is possible, at the present stage of development of investigation and the design. The attached drawings will be supplemented or superseded by such additional and detailed

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

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

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

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

3.3. **Data to be furnished by the contractor.-** The contractor shall submit the following information to the Engineer-in-Charge;

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

(b) Approximate monthly requirement of cement and M.S. reinforcement bars for the entire construction period within 4 weeks of date of the receipt of notice to proceed with the work in pursuance of condition of contract.

3.4. **Programme for construction:-** The department will initially prepare a construction programme including requirements of materials and include it as a part of the tender documents. After receipt of the work order, the contractor if desires to submit his revised construction programme shall do so within a period of 30 days from the date of the issue of work order and will get it approved from the department. In case he

fails to submit such programme, then the construction programme appended with the tender shall be final and binding on the contractor. This programme may be reviewed and revised every year at the beginning of the working season.

- 3.5. **Action when the Progress of any crucial Item of work is unsatisfactory.-** If the progress of a crucial item of work, which is important for timely completion of work, is unsatisfactory, the Engineer in charge shall, notwithstanding that the general progress of work is satisfactory, in accordance with clause 4.3.2 be entitled to take action under clause 4.3.3 after giving the contractor 10 days notice in writing and the contractor will have no claim for compensation for any loss sustained by him owing to such action
- 3.6. **Inspection and Tests. -** Except as otherwise provided in hereof material and workmanship, if not otherwise designated by the specification, shall be subject to inspection, examination and test by the Engineer-in-Charge at any and all times during manufacture or constructions are carried on. The Engineer-in-charge shall have the right to reject the defective material and workmanship or require its correction. Rejected workmanship shall be satisfactorily replaced with proper material without charge thereof and the contractor shall properly segregate and remove rejected material from the premises. If the contractor fails to proceed at once with the replacement of the rejected material and/ or the construction of defective workmanship the Engineer-in-Charge may replace such material and/ or correct such workmanship and charge the cost thereof to the contractor.
- The contractor shall be liable for replacement of defective work up to the time in accordance with clause 4.3.16 of the conditions of contract of all work to be done under the contract.
- The contractor shall furnish promptly without additional charge all facilities, labour and material necessary for the safe and convenient inspection and tests that may be required by the Engineer-in-Charge. All inspections and tests by the department shall be performed in such a manner as not to unnecessarily delay the work. Special full size and performance test shall be charged with any additional cost of inspection when materials and workmanship are not ready by the contractor at the time of inspection .
- 3.7. **Removal of temporary work, plant and Surplus material.-** Prior to final acceptance of the completed work but excepting as otherwise expressly directed or permitted in writing, the contractor shall, at his own expenses remove from the site and dispose of all the temporary structures including buildings, pile work, crib work, all plant and surplus material, and all rubbish and debris for which he is responsible to the satisfaction of Engineer-in-Charge.
- 3.8. **Possession Prior to Completion. –** The Engineer-in Charge shall have the right to take possession of or use any completed part of the work. Such possession or use shall

not be deemed as an acceptance of any work not completed in accordance with the contract.

- 3.9. **Damage to works.-** The works whether fully completed or incomplete, all the materials, machinery, plants, tools, temporary building and other things connected there with shall remain at the risk and in the sole charge of the contractor until the completed work has been delivered to the Engineer-in-Charge and till completion certificate has been obtained from the Engineer-in-Charge. Until such delivery of the completed work the contractor shall at his own cost take all precautions reasonably to keep all the aforesaid works, materials, machinery, plants, temporary buildings and other things connected there with free from any loss damages and in the event of the same or any part thereof being lost or damaged, he shall forthwith reinstate and make good such loss or damage at his own cost.
- 3.10. **Departmental Supply of Material.-** Departmental supply of materials will be ordinarily confined only to those, specifically mentioned in the tender notice attached and the cost of such material issued will be recovered from the contractor's bill at the rates specified in said schedule.

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

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

Cement will be supplied to the contractor at the rates specified in the tender notice at the departmental stores. The contractor shall make his own arrangements for the storage of cement at the work site. Handling and storage facilities shall be so arranged that no cement will be kept in storage for more than 120 days. If any cement is kept as long as 120 days it will be tested before use and if found defective in any way it shall be condemned from use. Steel as required in the construction, shall be supplied by the department and shall be transported to the site at contractor's own cost. The contractor shall make his own arrangements for keeping steel at the site. The cost of the materials supplied to the contractor shall be treated as an advance payment to the contractor and shall be recoverable from him.

The contractor will be responsible for the safe custody of all departmental materials issued to the satisfaction of the Engineer-in-charges and will be required to render proper account to the allocation and disposal of these materials showing where they were issued on works. The contractor shall return in sound condition all such materials which are not used on the works. In case he is unable to account for full amount of the materials issued to him recoveries will be affected from him at “Issue Rates” or “Market Value” which ever is **higher plus 16 per cent to cover the departmental supervision charges.**

The department will not be responsible for any delays in supply of controlled materials such as steel sections, **M.S. Reinforcement bars and cement.** While it will **endeavour to see** that no delay occurs in this account the delay due to late supply will however be given due consideration in granting extension of time for the completion of the work if found necessary. No compensation of claim for damages on idle time will be entertain able on this score.

If the contractor requests the Engineer-in-charge for issue of such materials as is available in the stores of the Engineer-in-Charge the materials may be supplied to the contractor from the stores for execution of this work. If the Engineer-in-Charge considers it expedient, the contractor shall pay for such material and store issued to him at the rates fixed by Engineer-in-Charge. Other materials which may be available in the stores may be issued on loan if the Engineer-in-Charge considers it necessary in the interest of work, but for such material hire charges should be recovered monthly as per rules and the contractor shall be responsible to return the material in original condition in which they were issued.

All the materials required for the work, other than those that are specifically mentioned in the said tender notice, shall be supplied by the contractor. Recommendations to authorities, where required, may be made by the department but the responsibility for the supply of the materials shall be that of the contractor and no excuse on this account for delay in the work shall be accepted.

All unused materials, either supplied directly by the Department or obtained by the recommendations of the department, which in the opinion of the Engineer-in-Charge are likely to be useful to the department shall be returned in good condition at the original cost paid for if so decided by the department.

- 3.11. * The quoted rates of the contractor shall be inclusive of the leads and lifts and in no case separate payment for leads or lifts of any materials including water shall be payable. Similarly no leads or lifts for the materials issued by the department as prescribed in the tender documents shall be payable. The contractor shall bring approved quality of materials. Different quarries are shown in Annexure C. The details shown in the Annexure C are only as a guide to the contractor but the contractor before tendering should satisfy himself regarding the quality and quantity available and all other details of Annexure C and provide for any variation in respect of leads, lifts, place and methods of quarrying, type of rocks to be quarried and all

such other aspects and should therefore provide for any variation by him/his tendered rate, as later on no claim whatsoever shall be entertained except where any quarry is changed for circumstances beyond the control of contractor under the written orders of Superintending Engineer-in-Charge of work.

* Carting of materials will be allowed as per actual lead limited to the lead provided in the Statement vide Annexure C. The Engineer-in-Charge shall have the power to change the quarries and allow longer leads provided the extra cost for each kind of material does not exceed 20% of the cost of lead vide clause 2.25.

3.12. **Examination and Tests on completions.-** On the completion of the work and not later than three months thereafter, the Engineer-in-Charge shall make such examination and tests of the work as may then seem to him be possible, necessary or desirable, and the contractor shall furnish free of cost any materials and labour which may be necessary therefor, and shall facilitate in every way all operations required by the Engineer-in-Charge, in making examination and tests.

3.13. **Climatic Conditions.-** The Executive Engineer, may order the contractor to suspend any work that may be subject to the damage by climatic conditions and no claim of the contractor will be entertained by the department on this account.

*The para. “ Carting of materials clause 2.25” is applicable to percentage rate tenders only.

3.14. **Safety Regulations.-** While carrying out this work, the contractor will ensure compliance of all safety regulations as provided in the Safety Code (Annexure ‘H’).

3.15. **Haulroads.-** A fair weather road of the standard of a village cart truck is ordinarily maintained by the department along the Canal alignment which is motor able from November to end of May, but contractor shall not have any claim on this account if one is not provided or maintained. Necessary haulroads to work spot, borrow areas and water sources shall be satisfactorily constructed and maintained by the contractor at his own cost. The contractor has to construct and maintain his own approach roads from the main haul roads provided by the department. Any new haul roads will have also to be constructed and maintained by the contractor at his cost.

3.16. The contractor will make his own arrangement for supply of water, light and power for his works and labour camps etc. The department will only supply bulk electricity if needed by the contractor for lighting and power requirements of the contractor at the transformer point as may be provided by the department at rates fixed by the department, vide Annexure F. The contractor will have to make his own arrangement for further extension and connection of supply point to the work site and labour camps etc. and all other places at his own cost. The department will not entertain any claim whatsoever for any failure or break down etc. in supply of electricity to the contractor. The contractor will supply and fix his own tested meter of the approved make but the meter will be kept in the custody of the department.

- 3.17. The contractor must not interfere with other contractors who may be employed simultaneously or otherwise **to/by** the department. He will at no time engage departmental labour or that of other contractors without the written permission of the Engineer-in-Charge.
- 3.18. **Regulations and Bye-laws.-** The contractor shall conform to the regulations, bye-laws any other statutory rules made by any local authorities or by the Government and shall protect and indemnify Government against any claim or liability arising from or based on the violation of any such laws, ordinance, regulation orders, decrees etc.
- 3.19. **Order Book.-** An order book shall be kept in the departmental office on the site of the work. As far as possible all orders regarding the works are to be entered in this book.

All entries therein shall be signed by the departmental officers in direct charge of the work and the contractor or his representative in the important cases the Executive Engineer or the Superintending Engineer will countersign the entries which have been made. The order book shall not be removed from the work site except with the written permission of the Superintending Engineer/Chief Engineer where S.E. is not posted and the contractor or his representative shall be bound to take note of all instructions meant for the contractor as entered in the order book without having to be called or separately to note them. The Engineer-in-Charge shall submit periodically copies of the remarks of the Order Book to the Superintending Engineer and Chief Engineer for record and to the contractor for compliance and report.

- 3.20. **Conversion of units.-** Whenever in the contract agreement dimensions and units have been expressed in F.P.S. system, the same will be converted into metric system units by applying the standard conversion table of Indian Standard Institution so as to derive the corresponding figure arithmetically and the contractor will have to accept the figures so derived without any claim or compensation whatsoever.
- 3.21 **Right of other contractor and persons:-** If, during progress of the work covered by this contract, it is necessary for other contractor or persons to do work in or about the work, the contractor shall afford such facilities, as the Engineer-in-Charge may require.
- 3.22 **Employment of Technical Persons.-**
- (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. 1.00 Crore.
 - (ii) One Diploma Holder, Engineer when the cost of work to be executed is form Rs. 10 Lakhs or more but not more than Rs. 1.00 Crore.
 - (b) The Technical Staff should be available at site whenever required by the Engineer-in-Charge to take instructions.
 - (c) In case 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 should give the names and other details of the Graduate Engineer/Diploma Holder, Engineer whom he intends to employ or who is under employment on the work at the time he commences work.
 - (e) The contractor should give a certificate to the effect that the Engineer/Diploma Holder, Engineer is exclusively in his employment.

Provided that:-

- (I) An Engineer or Sub-Engineer may look after more than one work in the same locality but the total value of such work under him should not exceed Rs. 5.00 Crore in the case of an Engineer and Rs. 1.00 Crore in the case of a Sub-Engineer.

It is not necessary for the contractor's partner in case of firm /company, who is himself an Engineer. Sub Engineer to employ another Engineer, Sub-Engineer for the supervision of work.

The Retired Assistant Engineer who is holding a diploma may be treated at par with a Graduate for operation of the above clause.

In case the contractor fails to employ the technical staff as foresaid he shall be liable to pay Executive Engineer a sum of Rs. 5,000 (Five Thousand) only for each month of default in the case of Graduate Engineer and Rs. 2500 (Two Thousand Five Hundred) only for each month of default in the case of Diploma Holder.

3.23 Deleted.

3.24 Deleted.

3.25 Deleted.

3.26 **Use of Fly Ash / Fly Products :-** Construction materials in structure viz. Buildings, Roads, Road embankments, the fly ash / fly ash products like fly ash bricks, fly ash cement concrete, fly ash mortar, fly ash clay bricks & tiles etc. shall be used compulsorily by the contractor in accordance with the notification dated 05.11.2002 issued by the Govt. of India, unless and otherwise it is specifically mentioned in the NIT in Canal structures like falls, VRB's also use of the fly ash cement mortar and fly ash concrete shall be ensured after approval from Engineer-in-Charge.

ANNEXURE-A

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

NOTE- These modal 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, standard in permanent or semi- permanent labour camps should not obviously be lower than these for temporary camps.

- (1) **Location-** The camps should be located in elevated and well drained in the locality
- (2) **Layout –** Labour huts to be constructed for one family 5 persons each. The layout to be shown in the prescribed sketch.
- (3) **Hutting-** The huts to be built of local materials. Each hut should provide atleast 20 sq. meter of living space.
- (4) **Sanitary Facilities-** There shall be provided latrine and urinals at least 16 meter away from the nearest quarter separately for men and women specially so marked on the following scale.
- (5) **Latrines-** Pit privies at the rates of 10 users or two families per seat. Separate urinals are not required as the privy can also be used for this purpose.
- (6) **Drinking Water-** Adequate arrangements shall be made for the supply of drinking water. If practicable, filtered and chlorinated supply shall be arranged where supply is from intermittent sources, a covered storage tank shall be provided with capacity for five liters per 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 metres away from any latrine or other sources of pollution. If possible a hand pump should be installed for drawing the water from well. The well should be effectively disinfected once every month and quality of water should be got tested at Public Health Institution between each work of disinfection.

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

- (7) **Bathing and washing-** Separate bathing and washing place shall be provided for men and women for every 25 persons in the camp. There shall be a gap and space of 2 sq. meters for the water should be provided.

- (8) **Waste Disposal**– Dust-bins shall be provided at suitable place in camp and the residents shall be directed throw all rubbish into these dust-bins. The dust-bins shall be provided with covers. The contents shall be removed every day and disposed off by trenching.
- (9) **Medical facilities**- (a) Every camp where 1000 or more persons reside 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 then 250 persons reside shall be provided with a dispensary and a part time nurse/midwife, shall also be employed.
- (c) If there are less then 250 persons in any camp a standard first aid out kit shall be maintained in charge of the whole time persons, trained in first aid.

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

For each labour camp there should be qualified sanitary inspector and sweepers, should be provided in the following scale:-

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

ANNEXURE-B

The contractor shall pay not less than Fair Wage to labour engaged by him on the work.

Explanation-

- (a) “Fair wage” means wage whether for time or piece work as notified at the time of inviting tenders for the work and where such wages have not been so notified the wages prescribed by the Department for the division in which the work is done.
- (b) The contractor shall, notwithstanding the provisions of any contract to the contrary, cause to be paid a fair wage to labourers indirectly engaged on the work including any labour engaged by his subcontractors had been immediately employed by him.
- (c) In respect of all labour directly or indirectly employed on the work for the performance of the contractor’s part of this agreement , 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 to deduct from the moneys due to the contractor, any sum required for making good the loss suffered by a worker or workers by reason of non- fulfillment of the condition of the contractor for the benefit of the workers, non-payment of wages, or of deductions made from his 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 the observance of the regulations aforesaid without prejudice to his right to claim indemnity from his sub- contractors.
- (f) The regulations aforesaid shall be deemed to be a part of his contractor.

ANNEXURE-C**[Applicable to Item Rate Tender in Form (B)]****STATEMENT OF QUARRIES**

S.No	Description of materials	Name and location of Quarry
(1)	(2)	(3)

Note- This statement is only for the guidance of the contractor. The tenderer should satisfy himself regarding availability of the required quality and quantity of materials.

ANNEXURE-D

Income Tax Clearance Certificate. – A tenderer purchasing tender document for works exceeding Rs. 10.00 Lakh shall submit balance sheet of his firm for the latest assessment year duly approved by Chartered Accountant. No tender documents can be issued /sold to him unless such certificate is submitted.

- (i) Names and style (of company/firm H.U.F. or individual) in which the applicant is assessed to income tax and address for purpose of assessment.
- (ii) The Income Tax circle/ward/ district in which the applicant is assessed to income tax.
- (iii) The following portion 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 I.T.,S.T., E.P.T
 - (e) Amount of tax paid I.T., S.T., E.P.T., B.P.T.
 - (f) Balance being tax not yet paid and reasons for such arrears.
 - (g) Whether any attachment of certificate or 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.
- (iv) The position about latter assessments namely, whether returns submitted under section 22(1) or (2) of the Income Tax Act and whether tax paid under section 18 (A) of the Act and the amount of tax so paid in arrears.
- (v) In the case there has been no income tax assessment at all in the past whether returns submitted under section 148 (1) or (2) and 140 (3) and if so the amount of income tax returned or tax paid and the income tax circle /ward/ district concerned.
- (vi) The name and address of branch (es).

Verified the particulars set out above and found correct to the following remarks :-

Date:-

Signature of **I.T.O.**

Seal:-

(Circle/Ward/District)

ANNEXURE-E**Details of Government plant and machines to be supplied on hire**

S.No.	Description of plant and machines	No.	Basic hourly rate for purpose of determining ultimate hire charges to be recovered from contractor.
(1)	(2)	(3)	(4)

Note :-

- | | | |
|-----|--|---|
| (1) | Add extra to Rate in
column No. 4 | For department charges |
| (2) | Add extra to Rate in
column No. 4 | For interest charges to
capital% |
| (3) | So far as recovery of above charges from contractor are concerned, the decision of
S.E.(E/M) Circleshall be final, conclusive, binding on both parties. | |

ANNEXURE-F

AGREEMENT FOR USING GOVERNMENT PLANT AND MACHINERY BY CONTRACTOR

An agreement made this.....day of.....20..... between the Governor of Chhattisgarh acting through the Executive Engineer.....(hereinafter called Governor which expression shall, where the context so admits, include his successor in office) of the one part.

M/s..... a company incorporated and.....Shri.....S/o.....under the..... Act 19..... andresident of..... in thehaving its registered office at Tehsil of theDistrict..... through.....(hereinafter call the contractor, which expression shall, where the context so admits, include his successor in office) of the other part.

2. Whereas the contractor has applied to the State Government for the hire of the described in Annexure “E” appended herewith for a period of..... months from.....in the first instance subject to it being extended on the same terms and conditions up to the end of working seasons of..... .

3. **Now it is agreed between the parties hereto that-**

- (i) The Executive Engineer (Civil) shall provide and operate and let to the hirer that the machinery for a period of at the project site.....

The machinery shall be deemed to remain always under the overall and direct control of the S.D.O (E/M)Department.....for the purpose of arrangement and supply of POL, all field operation and maintenance etc. The contractor shall not be allowed at any time to operate, maintain, run or work the machine with his materials/men of his staff directly.

- (ii) The contractor shall deposit in advance a sum of Rs..... with the Executive Engineer The contractor shall pay all hire charges of the said unit of machinery as specified in clause. (iii) below, by the 15th of the month succeeding that for which it become payable. Any sums not paid shall be recoverable from any other payment which may be due to the hirer or failing which as an arrear of land revenue.
- (iii) The monthly use charges inclusive of Department charges and other charges for the said unit of machinery recoverable from the hirer as worked on the basic rates shown in Annexure “E” shall be final and payable by contractor to the department. No remission of hire charges shall be permissible except under the orders of the competent authority of department.

- (iv) The contractor shall during the machines are employed by department and working on his works be responsible to make good to the department any loss or damage caused to said unit of machinery and men working on the machine due to circumstance caused on account of any contractor lapses, like preventing the officers to attend to regular maintenance and timely repairs, and his failure in respect of non-maintenance of haul roads, both in respect of grade and proper watering or any other cause etc. as may, be provided in the contract.

The Engineer-in-Charge shall be the final authority to determine the extent of damages and amount recoverable under such conditions.

- (v) A sum due from the contractor under this agreement shall be recoverable as arrears of land revenue.

- (vi) (a) Basic hourly rate for purpose of determining ultimate charges to be recovered from the contractor for the issue of the said unit of machine for the work..... shall be as given in Annexure “E” of this contract. On the amount so worked out for any period departmental charge at the rate of.....% will be added in addition. The contractor shall also pay interest charges on capital on the following basis for each day of this contract period and for the extra period of the duration of the contract if extended on the basis as under:-

1. Per day 2. Per day 3. Per day.

(b) No rebate on account of idle hours of machines will be given excepting when the machines are not required on the items of work in progress of machines break down and cannot actually do any work. Even under such circumstances specific orders in writing by the Superintending Engineer (Civil), Irrigation Circle for the rebate due if any shall have to be obtained.

- (vii) (a) The total hours that will be reckoned for purposes of charging the contractor on hourly basis clause (iii) & (iv) above shall be according to clock hours and these shall be reckoned from the actual time said unit of the machinery is brought to the work site and used on contractors work or including the time required for adjustments in the machinery out excluding periods involved in the machinery on break downs and stoppage of work due to any reason under orders of Engineer-in-Charge.

- (b) The said unit of machinery shall work daily in shifts as prescribed by the Engineer-in-Charge and Sub-divisional officer E/M according to suitability from time to time and intimated to contractor in advance by him or his authorised representative. The actual time of operation of machinery by Department on contractors work on each day shall be entered on the log books of respective machinery by the S.D.O. (E/M) or his sectional officer on each occasions of the day and these entries in the log books shall be initiated both by the S.D.O. (E/M) or his Sectional officer and the hirer or his authorised representative.

- (viii) The contractor shall report to the Engineer-in-charge or Sub-Divisional Officer (E/M) any defect in the working of the said unit of machinery during working hours and

Engineer-in-Charge or S.D.O. (E/M) shall get the defect remedied **on the field itself or at the departmental work shop.**

- (ix) The Executive Engineer may at any time by giving seven days notice in writing to the contractor terminate this agreement. The contractor shall not claim any compensation for such action.
- (x) In case of non observance and or non-performance by the contractor of the provision hereinbefore contained the E.E. shall be at the liberty forthwith to terminate this agreement without prejudice to the right of the Government to recover damage from hirer for the breach of any clause of this agreement to the extent of the full security deposit or part thereof.
- (xi) In the event of any dispute between the parties hereto as regards interpretation or any other clause due to any of the conditions of this agreement, the decision of the Superintending Engineer (Civil)..... Circle shall be final conclusive and binding on both.
- (xii) It is hereby agreed the expression the Governor and the contractor, hereinbefore used shall respectively include the former's successor in office and the latter's heirs, executors, administrators and representatives.

.....

.....

Signature of the contractor

Signature of the
Executive Engineer

ANNEXURE G-I

GUARANTEE BOND

(to be used by approved scheduled banks)

1. In consideration of the Governor of Chhattisgarh (hereinafter called the Government) having agreed to exempt(hereinafter called "the said Contractor (s)" from the demand under the terms and conditions of an agreement) dated made between..... and..... for..... (hereinafter called " the said agreement") ofdeposits for the due fulfillment by the said contractor(s) of the terms and conditions contained in the said agreement on production of a bank Guarantee for Rs.(Rupees.....only).We..... bank Limited, (hereinafter referred to as "the Bank") do hereby undertake to pay the Government an amount not exceeding Rs. against any loss or damage caused to or suffered or would be caused to or suffered by the Government by reason of any breach by the said contractor (s) of any terms or conditions contained in the said agreement .
2. We.....Bank Limited do hereby undertake to pay the amounts due and payable under this guarantee without any demand any merely on demand from the Government stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Government by reason of any breach by the said contractor (s) of any of the terms or conditions contained in the said agreement or by reason of the contractor (s) failure to perform the said agreement . Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.
3. We Bank Limited 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 the said agreement and that it shall continue to be enforceable till all dues of Government under or by virtue of the said agreement have been fully paid and its claims satisfied or tilldepartment of certificates that the term and conditions of the said agreement have been fully and properly carried out by the said contractor (s) and accordingly discharge the guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the we shall be discharged from all liability under this guarantee thereafter.
4. We..... Bank limited further agree with the Government that the Government shall have fullest liberty without out consent and without affecting in any manner our obligations here under or vary any of the terms and conditions of the said agreement or to extended time of performance by the said contractor (s) from time to

time are to postpone for any time or from time to time any of the power exercisable by the Government against the said contractor (s) and to forbear 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 variation of extension being granted to the said contractor (s) or for any forbearance act or omission on the part of the Government or any indulgence by the Government to the said contractor (s) or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

5. We.....Bank limited lastly undertake not be revoke this guarantee during its currency except with the previous consent of the Government in writing.

Dated the.....day of.....20 for
..... Bank Limited.

GUARANTEE BOND

(to be used by un –approved schedule blank)

1. In consideration of the Government of Chhattisgarh having at our request agreed to accept this Bank Ltd.guarantee in lieu of cash deposit required from Messrs..... for the due fulfillment by them of the terms and conditions of the agreement datedmade betweenfor(hereinafter called "the said Agreement")during the period commencing fromand ending on or the extended period if any we Bank Ltd., do here by undertake to pay the Governor of Chhattisgarh (hereinafter called "the Government") an amount not exceedingRupees..... only against and loss or damage caused to or suffered of would be caused to or suffered by the Government by reason of any wrench by the said of any terms or conditions of agreement.
2. We Bank Ltd., do hereby undertake to pay the amounts due and payable under this guarantee without any demor on a demand form the Government stating that the amount claimed is due by way or loss or damage caused to or suffered would be caused to or suffered by the Government by reason of any breach by the said of any of the terms and conditions contained in the said agreement or by reason of the said failure to perform the said Agreement any such demand made on the bank shall be conclusive as regards the amounts due and payable by under the guarantee . However our liability under this guarantee shall be restricted to an amount not exceeding Rs.....(Rupees) we Bank Ltd., authorised the Government to recover the same directly from the reserve Bank of India from our deposits of each and/on securities with the said Bank . The said Reserve Bank of India have at the request of the Bank Ltd., agree to pay to the Government or demand and from out of the said deposits any sum which may become payable to Government under this guarantee for payment.
3. We Bank Ltd., further agree that the guarantee herein contained remain in full force and effect up to and inclusive of the date referred to above, or the expiry of the extended period if any that it shall continue to be enforceable till all the case of Government under or by virtue of the said agreement have been full and properly carried out by the said and accordingly discharges the guarantee, unless a demand or claim under this guarantee is made on us in writing or on before the we shall be discharged from all liability under this guarantee thereafter .

4. We Bank Ltd., further agree with the Government that the Government shall have the fullest liberty without our consent and without affecting in any manner our obligations here under or vary any of the terms and condition of the said agreement or to extend time of performance by the said from time to time or to postpone for any time or from time to time and any of the powers exercisable by the Government against the said and to forbear 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 variation or extension being granted to be said or for any forbearance act, or omission on the part of the Government or any indulgence by the Government to the said..... or by any such matter or thing whatsoever which under the law relating to sureties would but for this provisions have effect of so relieving us.
5. We Bank Ltd., lastly undertake not be revoke this guarantee during its currency except with previous consent of the Government in writing .

Dated day.....20 for
..... Bank Limited.

ANNEXURES G-II

To,

.....
.....
.....

Dear Sir,

We enclosed our Fixed Deposit Receipt/Cash Certificate/other similar instrument No. for Rs.....in favour of
.....Designation of the Officer concerned in lieu of deposits required from for the due fulfillment by him/them of the terms of contractor dated for during the period commencing fromand ending on or the extension thereof if any.

Yours faithfully,

For and on behalf

Please specify the nature of the instrument whom instrument similar to fixed deposit receipts are tendered and delete item not applicable.

ANNEXURE-H**SAFETY CODE**

1. **Scaffolding** –(i) Suitable scaffolds should be provided for workman for all works that cannot safely be done from the grounds or from solid construction except such short period work as can be done safely from ladders. When a ladder is used an extra mazdoor shall be engaged for holding the ladder for carrying materials as well as suitable foot holds and hand holds shall be provided on the ladder and the ladder shall be given an inclination not steeper than 1/4:1 (1/4 Horizontal and 1 Vertical).
- (ii) Scaffolding or staging more than 3.50m, above the ground floor, swung or suspended from an overhead support or erected with stationery support shall have a guard rail properly attached, bolted, braced or otherwise secured at least 1 metre high above the floor platforms of such scaffolding or staging and extending along the entire length of the outside the ends thereof with only such opening as may be necessary for the delivery of the materials. Such scaffolding or staging shall be fastened as to prevent it from swaying from the building of structure.
- (iii) Working platform gangways and stairways should be so constructed that they should not sway unduly or unequally and if the height of the platform of the gangway or the stairway is more than 3.54 metre above ground level and or floor level they should be closely boarded ,should have adequate width and should be suitably fenced as described (ii) above.
- (iv) Every opening in the floor of a building or in a working platform be provided with suitable means to prevent the falling of persons or materials by providing suitable fencing or railing whose minimum height shall be 1 metre.
- (v) Safe means of access shall be provided to all working platforms and other working places. Every ladder shall be securely fixed . No portable ladder shall be over 9 metre in length while the width between side rails in ring ladder shall be in no case be less than 0.3 metre for ladder up to and including 3 meters length. For longer ladders this width should be increased at least 2 cm. for each additional metre of length. Uniform step spacing shall not exceed 0.3mt. Adequate precaution shall be taken to prevent danger from electrical equipment. No material on any of the work site shall be so stacked or placed as to cause danger or inconvenience to any person or the public. The contractor shall also provide all necessary fencing and lights to protect the public from accident and shall be bound to bear the expenses of defense of every suit action or other precautions of law that may be brought by any person for injury sustained owing to neglect of the above and to pay any

damages and cost which may be awarded in any such suit action or proceeding to any such person or which may with consent of the contractor be paid to compromise any claims by any such person.

2. **Excavation and Trenching.**— All trenches 1.2 metre or more in depth, shall at all time be supplied with at least one ladder for each 30 meter in length of fraction thereof ladder shall be extended from bottom of the trench to at least 1 metre above the surface of the ground. The side of the trenches which are 1.5 metre or more in depth shall be stopped back to give suitable slopes or securely held by timber bracing so as to avoid the danger of sides to collapse. The excavated materials shall not be placed within 1.5 metre of the edge of the trench or half of the depth of the trench whichever is more cutting shall be done from top to bottom. Under no circumstances under mining or undercutting shall be done.
3. **Demolition-** Before any demolition work is commenced and also during the process of the works :-
 - (a) All roads and open areas adjacent to the work site shall either be closed or suitably protected.
 - (b) No electric cable or apparatus which is liable to be a source of danger over a cable or apparatus used by the operator shall remain electrically charged.
 - (c) All precautionary steps shall be taken to prevent danger to persons employed from risk of fire or explosion of flooring. No floor roof or other part of the building shall be so overloaded with debris or materials as to render it unsafe .
4. **Painting-** All necessary personal safety equipment as considered adequate by the Engineer-in-charge should be kept available for the use of person employed on the site and maintained in a condition suitable for immediate use, and the contractor should take adequate steps to ensure proper use of equipment by those concerned.
 - (a) Workers employed on mixing asphaltic materials, cement ,lime mortars shall be provided with protective footwear and protective goggles.
 - (b) Stone breakers shall be provided with protective goggles and protective clothings, and seated at sufficiently safe intervals.
 - (c) Those engaged in welding works shall be provided with welder's protect.
 - (d) When workers are employed in sewers and manholes which are in use, the contractors shall ensure that the manhole covers are open and are ventilated at least for an hour before the work shall be coronded of with suitable railing and provided with warning signals or boards to prevent accident to the public.
 - (e) The contractor shall not employ man below the age of 18 and woman on the work of painting with products containing lead in any form whenever man above the age of 18 are employed on the work of lead painting the following precautions should be taken :-
 - (i) No paint containing lead or lead shall be used except in the form of paste or ready made paint.

- (ii) Able face masks should be supplied for use by the workers when paint applied in the form of spray or a surface having lead paint dry and rubble and scrapped.
 - (iii) Overhauls shall be supplied by the contractor to the workmen and adequate facilities shall be provided to enable the working painters to wash during the cessations of work.
- 5. Drowning-When the work is done near any place where there is risk of drowning all necessary equipments should be provided and kept ready for use and all necessary steps taken for prompt rescue of any person in danger and adequate provision should be made for prompt first aid treatment for all injuries likely to be sustained during the course of the work.
- 6. Machines- Use of hoisting machines and tackle including their attachments anchorage and support shall conform to use the following standard or condition.
 - (a) These shall be of good mechanical construction, sound material and adequate strength and free from patent defect and shall be kept in good repair and in good working order.

Every rope used in hoisting or lowering materials or as a means of suspension shall be of durable quality and adequate strength and free from patent defects.
 - (b) Every crane driver or hoisting appliances operator shall be properly qualified and no persons under an age of 21 years should incharge of any hoisting machine including **any scaffold which or give signals to operator**.
 - (c) In case of every hoisting machine and every chain ring lowering or as means of suspensions, the safe working load shall be ascertained by adequate means. Every hoisting machine and gear referred to above shall be plainly marked with the safe working load. In case of a hoisting machine having a variable safe working load each safe working load of the conditions under which it is applicable shall be clearly indicated. No part of any machine or of any gear referred to above in this paragraph shall be loaded beyond the safe working load except for load purpose of testing.
 - (d) In case of departmental machine the safe working and load shall be notified by the electrical engineer-in- charge. As regards **contractor machine** the contractor shall notify the safe working load of the machine to the Engineer-in-Charge, whenever he brings any machinery to site of work and get verified by the electrical engineer concerned.
 - (e) Motors gearing transmission, electric wiring and other dangerous parts of the hoisting appliance should be provided with efficient safe guards and with means as will reduced the minimum of the risk of the accidental descent of the load adequate precautions should be taken to reduce to the minimum the risk of any part of a suspended load be coming accidentally displaced. When workers employed electrical installations which are already unregistered, insulating mats, wearing apparel such as gloves sleeves and boots as may necessary should be

provided, the workers should not wear rings, watches and carry keys or other materials which are good conductors of electricity.

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

ANNEXURE-I
Schedule of Quantities

Item	Quantity	Particulars	Unit	Rate		Amount
				In Figure	In Words	
1	2	3	4	5	6	7

Signature of Contractor

Signature of S.E./E.E.

ANNEXURE-J

List showing the name of near relative working in C.G. Water Resources Deptt. as required vide clause 2.39 of Part -II

S. No	Name of Divisional Accountant and Gazetted Officers Working in C.G. Water Resources Deptt.	Relationship with self	Name of Person working with the contractor who are near relative to gazetted officers mentioned in Column (2)	Relationship
1	2	3	4	5

Date..... Signature of the Contractor

ANNEXURE-K

List of contracts already held by the Contractor in Water Resources Deptt./P.W.D. and Other Departments at the time of submission of this tender as required vide clause 2-30 of the N.I.T.

Name of Division	Name of work	Amount of contract Excluding Higher/ Lower Percentage if any.	Value of work done excluding percentage.	Value of balance work excluding percentage	Amount of solvency in the time of registration
1	2	3	4	5	6

Date Signature of Contractor

APPENDIX 2.11

(See paragraph 2.079)

NOTICE INVITING TENDERS FOR PIECE WORK FORM - "D"

(Notes and Directions)

1. Where circumstances permit tender for piece works should be advertised as publicly as those for work on regular contract.

Notices should be posted at the leading offices of head quarters of the Sub-Division and the place where the work is situated, and at the head quarters of the Division also.

2. Ample time should be allowed for contractors to submit tenders.
3. As piece-work does not involve a total quantity of work The advertisement should not specify either, except to indicate the total quantity available for tender and the date, if any, on which the contract will terminate. When the estimate is for original work or special repairs, paragraph 5 of the notice may be struck out.
4. All tenders received by S.D.Os. will be forwarded by them to the E.E.

Note.- Any alterations are permissible to suit circumstances provided rules are not infringed.

NOTICE INVITING TENDERS FOR PIECE WORK

1. Sealed tenders will be received from Class /Classes W. D. Contractor of the Basin /Zone /Project/Circle/Division at the office of the upto on the 20 for the following work.

Estimate no.	of 20.....	Name of work.....
Rs.....	Amount of Estimate	
Rs.....	Amount pertaining to the contract	
Time allowed for completion		
2. Tenders must be in Form -D. Form can be purchased on payment from and all information regarding the work ascertained during office hours on each working day up to that previous to the expiration of this notice.
3. Tenders may include the whole or any portion of the above work. They should specify whether the supply of Government tools is required.

4. The authority competent to accept the tender does not bind himself to accept the lowest or any tender .
5. The successful tenderer will be bound to accept any Government materials that are available for the work at book rates. Information regarding rates may be obtained from the office of the.....
6. The contract will terminate on.....
7. This N. I. T. shall form the part of the agreement.

.....
Signature and designation
of the authority
inviting tender

APPENDIX 2.12

(See paragraph 2.084)

Schedule of Tenders

Name of work

.....

..... Amount sanctioned for
work tendered for..... Sanctioned
in.....

No.	Name of contractor tendering	Percentage above or below estimated rates	Amount of tender	Remarks
(1)	(2)	(3)	(4)	(5)

No departure from the authorised course has occurred in the manner of calling for, or in the receipt of, above tenders. Tender No of the above schedule is recommended for acceptance /No tender is suitable.

.....
**Signature and designation of the
authority preparing the scheme**